

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the release recorded in error against unrelated registration numbers. previously recorded on Reel 003159 Frame 0722. Assignor(s) hereby confirms the document does not pertain to marks against which this corrective recordation is made..

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fleet Retail Group, LLC (f/k/a Fleet Retail Group, Inc. f/k/a Fleet Retail Finance, Inc.)		07/14/2005	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Virgin Mobile USA, LLC
Street Address:	10 Independence Boulevard
City:	Warren
State/Country:	NEW JERSEY
Postal Code:	07059
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1568003	SX-50
Registration Number:	1866770	TALK TO
Registration Number:	1305747	TALK TO
Registration Number:	1415617	TRILLIUM
Registration Number:	1377915	
Registration Number:	2219371	XPRESSVIEW
Registration Number:	1098607	MW
Registration Number:	1091325	M MITEL
Registration Number:	1911785	M DESIGN MITEL
Registration Number:	1949826	M MITEL
Registration Number:	1904370	M MITEL

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Registration Number:	1944813	M MITEL
Registration Number:	1961215	MITEL
Registration Number:	1944812	MITEL
Registration Number:	1947798	MITEL
Registration Number:	1949827	MITEL
Registration Number:	1109181	MITEL

CORRESPONDENCE DATA

Fax Number: (917)777-3697
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-735-3697
Email: JSeiden@skadden.com
Correspondent Name: Jonathan Seiden
Address Line 1: 4 Times Square
Address Line 2: Floor 30
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	962000/211
NAME OF SUBMITTER:	Jonathan Seiden
Signature:	/Jonathan Seiden/
Date:	10/07/2005

Total Attachments: 4
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RELEASE OF LIEN IN TRADEMARKS

This RELEASE OF LIEN IN TRADEMARKS is given as of this 14 day of July 2005 by Fleet Retail Group, LLC (f/k/a, Fleet Retail Group, Inc. f/k/a Fleet Retail Finance Inc.) a Delaware limited liability company, located at 40 Broad Street, Boston, Massachusetts 02109 as agent (in such capacity) and in its capacity as collateral agent for the Lenders (the "Assignor") for the benefit of the Lenders party to the Loan Agreement (as defined below), in favor of Virgin Mobile USA, LLC, a Delaware limited liability company, located at 10 Independence Boulevard, Warren, New Jersey 07059 (the "Assignee"). Capitalized terms not defined herein have the meanings set forth or incorporated in the Trademark Security Agreement or the Loan Agreement, as respectively defined below.

WHEREAS, pursuant to an Amended and Restated Loan and Security Agreement among Assignee, Assignor (in its capacities as Administrative Agent, Collateral Agent and a Lender), and the other Lenders party thereto, dated March 11, 2003, and a Second Amended and Restated Loan and Security Agreement among Assignee, Assignor (in its capacities as Administrative Agent, Collateral Agent and a Lender) and the other Lenders party thereto, dated July 10, 2003 (collectively, the "Loan Agreement"), Assignee granted Assignor a lien on and security interest in certain assets of Assignee associated with or relating to services or products sold or leased under Assignee's trademarks, service marks and trade names listed on Schedule A attached hereto (the "Trademarks") and the goodwill associated therewith, and under which Assignor was entitled to foreclose or otherwise deal with such assets, under the terms and conditions set forth therein, as security for all of the Liabilities, including those under the Term Loans as well as under the Revolving Credit Loans;

WHEREAS, pursuant to the Trademark Security Agreement between Assignee and Assignor (in its capacities as Administrative Agent, Collateral Agent and a Lender), and the other Lenders party thereto, dated December 2, 2002, as amended by the Amendment to the Trademark Security Agreement and Patent Security Agreement, dated March 11, 2003, and the Second Amendment to Trademark Security Agreement and Patent Security Agreement, dated July 10, 2003 (together with all Exhibits and the Power of Attorney, dated December 2, 2002, the "Trademark Security Agreement"), in consideration of and pursuant to the terms of the Loan Agreement, and for other good, valuable and sufficient consideration, and to secure the Liabilities, Assignee granted to Assignor a lien on and security interest in all of its present and future right, title and interest in and to the Trademarks, together with all the goodwill of Assignee associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including,

without limitation, license royalties and proceeds of infringement suits, (collectively, the "Trademark Collateral").

WHEREAS, the Trademark Security Agreement, as amended by the Amendment to Trademark Security Agreement and Patent Security Agreement was recorded in the United States Patent and Trademark Office (the "USPTO") on April 16, 2003 at Reel 2713 and Frame 0795, and the Second Amendment to Trademark Security Agreement and Patent Security Agreement was recorded in the USPTO on August 12, 2003 at Reel 2698 and Frame 0498.

WHEREAS, Assignee has completely and timely performed all of the obligations in accordance with the terms and provisions of the Loan Agreement and the Trademark Security Agreement and Assignor desires to release its security interest, and assign all right, title and interest in the Trademark Collateral to Assignee, and terminate the corresponding Power of Attorney.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby releases its security interest and assigns all of its right, title and interest in the Trademark Collateral to Assignee, revests Assignee with full title to the Trademark Collateral, and terminates the Power of Attorney.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, Assignor has caused this RELEASE OF LIEN IN TRADEMARKS to be duly executed as of the date above first written.

ASSIGNOR

FLEET RETAIL GROUP, LLC
F/K/A FLEET RETAIL GROUP, INC.
F/K/A FLEET RETAIL FINANCE
INC.

By: 

Name: Derek Taylor

Title: Vice President

TRADEMARK RELEASE SIGNATURE PAGE

SCHEDULE A TO RELEASE OF LIEN IN TRADEMARKS

Country	Trademark	App. No./ Filing Date	Reg. No./ Issue Date	Owner
United States	MR. HAPPY	76/524764 (6/3/2003)		Virgin Mobile USA, LLC
United States	LIVE WITHOUT A PLAN	76/516935 (5/15/2003)	2923924 (2/1/2005)	Virgin Mobile USA, LLC
United States	THE SUPER MODEL	76/458586 (10/16/2002)		Virgin Mobile USA, LLC
United States	THE PARTY ANIMAL	76/458585 (10/16/2002)	2750029 (8/12/2003)	Virgin Mobile USA, LLC
United States	THE SUPER MODEL	76/359544 (1/16/2002)		Virgin Mobile USA, LLC
United States	RESCUE RING	76/359415 (1/16/2002)	2687631 (2/11/2003)	Virgin Mobile USA, LLC
United States	THE PARTY ANIMAL	76/359388 (1/16/2002)	2800991 (12/30/2003)	Virgin Mobile USA, LLC
United States	THE ROCK STAR	76/359375 (1/16/2002)		Virgin Mobile USA, LLC
United States	I'M EASY: TAKE ME HOME, TURN ME ON	76/397305 (4/18/2002)		Virgin Mobile USA, LLC
United States	PLA WITH ME: MUSIC MESSAGING AND MORE	76/397211 (4/18/2002)		Virgin Mobile USA, LLC
United States	THE MORE YOU TALK THE CHEAPER IT GETS	76/397306 (4/18/2002)		Virgin Mobile USA, LLC
United States	CELL DEFENSE	76/425582 (6/27/2002)		Virgin Mobile USA, LLC
United States	CENTRAL INTELLIGENCE	76/429355 (7/11/2002)		Virgin Mobile USA, LLC
United States	CENTRAL INTELLIGENCE ADVISOR	76/429126 (7/11/2002)		Virgin Mobile USA, LLC
United States	THE ROCK STAR	76/458584 (10/16/2002)		Virgin Mobile USA, LLC
United States	AMERICAN ODDBALL	76/492329 (2/26/2003)		Virgin Mobile USA, LLC
United States	30/15 PLAN	76/359465 (1/16/2002)		Virgin Mobile USA, LLC
United States	25/10 PLAN	76/359464 (1/16/2002)		Virgin Mobile USA, LLC