Form <b>PTO-1594</b>		RECORDATION FO		ET U. S. Dep	artment of Commerce and Trademark Office
(rev 06/04)			RKS ONLY		
To the Director	of the U.S. Patent and T	rademark Office: Please	record the attached do	ocuments or the new a	iddress(es) below:
1. Name of conv	eying party(ies)/E	xecution Date(s):	Additional name(s) &	ddress of receiving address(es) attached?	Yes _ <b>X</b> _No
Virgin Mobile U	SA, LLC		Name: JPMorg Internal Address	an Chase Bank	<u>C, N. A.</u>
10 Independenc			Street Address:	270 Park Avenu	
Warren, NJ 070	59		Officer / Idah oco.		
Individual(	s) As	sociation	City: New York		<u></u>
General Pa	artnership Lin	nited Partnership	State: New York		10047
Corporation			Country: <u>USA</u>		10017
	ited Liability Comp	<u>oany</u>			
Citizenship <u>Dela</u>	s) July 14, 2005				
,	· /		Association	n – Citizenship _	
Additional name(s) of	conveying party(ies) attac	ched? Yes_ <u>X_</u> No		artnership – Citize	
3. Nature of co	_			artnership – Citizer on – Citizenship <sub>–</sub>	
Assignment	<u> </u>	Merger		ional Banking As	
X Security Agi	reement It Interest Assignm	onange or Name ent	Citizenshi		JOGIANOT
Other	<del>-</del>			riciled in the United State	tes a domestic
			representative design	ation is attachedY	es X No.
4. Application	number(s) or reg	istration number(			
A. Tradem	nark Application No	o(s).		ark Registration I	· ·
78452865	78440769	78437836	2770776	2770775	2923924
78631211	78631209	78383167	2800991	2750029	2687631
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	ddress of party to v		I .	er of applications	
pondence conce 	erning document sh	iouia de manea:		ations involved:	
	n Epstein, Esq.		7. Total fee (37	CFR 1.21(h) and 3	3.41) <u>1240</u>
	EN, ARPS, SLA	TE, MEAGHER	charged to Deposit Account		are authorized to be
	OM LLP				
Four Times Square		(Our Re	f. 139900/520)		
,	ork, New York 10	103 <b>6</b>	8 Payment Inf	ormation	u
Tel: (212) 735-2517		8. Payment Information Deposit Account No. 19-2385			
Fax: (917) 777-2517 OEpstein@skadden.com			Name: Philip H. B	artels	
<u> </u>	nice and denicon				
9. Signature.	1///			July 18, 2	2005
_	Sign	ature		Date	
	Oren Eps	stein		number of pages inc	
	Name of Perso	on Signing	cove	r sheet, and docume	nts:

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# CONTINUATION OF ITEM 4A. Trademark Application Numbers

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76301010	76301010

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 14, 2005, between each of the undersigned (each, a "Grantor"), and JPMorgan Chase Bank, N.A. ("Chase"), acting in the capacity of administrative agent for the benefit of itself and the other Lenders (in such capacity, the "Administrative Agent").

## WITNESSETH:

WHEREAS, pursuant to the terms of that certain Credit Agreement, dated as of July 14, 2005 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Virgin Mobile USA, LLC ("Borrower"), the several banks and other financial institutions or entities from time to time parties (the "Lenders"), MERRILL LYNCH PIERCE, FENNER & SMITH INCORPORATED, Chase, and J.P. MORGAN SECURITIES INC., the Lenders have severally agreed to make extensions of credit to the Borrower on the terms set forth therein;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of July 14, 2005 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), between the Grantors and JPMorgan Chase Bank, N.A., as Collateral Agent (in such capacity, the "Collateral Agent"), each Grantor granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in, to and under all Collateral (as defined in the Guarantee and Collateral Agreement), including the Trademark Collateral (as defined below), and all Collateral, in each case whether now owned or existing or hereafter acquired or arising and wherever located, to secure the prompt and complete payment when due of the Obligations (as defined in the Guarantee and Collateral Agreement); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor agrees as follows:

#### Section 1. Defined Terms

Unless otherwise defined herein, capitalized terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

### Section 2. Grant of Security Interest in Trademarks

Each Grantor hereby assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties, a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under the Trademarks and Trademark Licenses, including the Trademarks and Trademark Licenses listed in Schedule I, in each case whether now owned or existing or hereafter acquired or arising (collectively, the "Trademark Collateral"), provided that applications filed in the U.S. Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such marks will not be deemed Trademark Collateral unless and until the filing of a "Statement of Use" or

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"Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such applications shall be automatically subject to the lien granted herein and deemed included in the Trademark Collateral.

### Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for the prompt and complete payment and performance when due (whether at the Stated Maturity, by acceleration or otherwise) of such Grantor's Obligations, subject to the terms and conditions of the Guarantee and Collateral Agreement.

## Section 4. Guarantee and Collateral Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall control.

## Section 5. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Collateral Agent.

### Section 6. GOVERNING LAW

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

VIRGIN MOBILE USA, LLC,

as Grantor

Name: Daniel Schulman

Title: Chief Executive Officer

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JPMORGAN CHASE BANK, N.A.,

as Administrat<u>iv</u>e Agent

By:

Name: Garly Spevack Aitle: Vice President

## ACKNOWLEDGEMENT OF GRANTOR

On this 14 day of July, 2005 before me personally appeared Daniel Schulman, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Virgin Mobile USA, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

NOTARY PUBLIC, State of Hew York Qualified in New York County Commission Expires September 29, 2007

### SCHEDULE I

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## TRADEMARK SECURITY AGREEMENT

Trademark	Reg./App. No.	Record	Status
	(Filing/Issue Date)	Owner/Liens	
LIFE WITHOUT A PLAN	78452865	Virgin Mobile	PENDING
LIFE WITHOUT ATEAN	(7/19/2004)	USA, LLC	
VIVE SIN PLAN	78440769	Virgin Mobile	PENDING
VIVESHIEZOV	(6/24/2004)	USA, LLC	
VIVE SIN PLAN	78437836	Virgin Mobile	PENDING
VIVE BIN I DAM	(6/18/2004)	USA, LLC	
NO SEAS NORMAL	78631211	Virgin Mobile	PENDING
110 5215 110 2011	(5/17/2005)	USA, LLC	
NO SOY NORMAL	78631209	Virgin Mobile	PENDING
110 00 1 1 0 1 1 1	(5/17/2005)	USĂ, LLC	
SUPERPHONIC RINGTONES	78383167	Virgin Mobile	PENDING
	(3/12/2004)	USA, LLC	
К9	78458429	Virgin Mobile	PENDING
	(7/28/2004)	USA, LLC	
USER	78617730	Virgin Mobile	PENDING
	(4/27/2005)	USA, LLC	
MINUTE2MINUTE	78617376	Virgin Mobile	PENDING
	(4/26/2005)	USA, LLC	
CHAT PARK	78613516	Virgin Mobile	PENDING
<u></u>	(4/21/2005)	USA, LLC	
K10 ROYALE	78490251	Virgin Mobile	PENDING
	(9/27/2004)	USA, LLC	
FIRST DIBS GAME	78608850	Virgin Mobile	PENDING
	(4/14/2005)	USA, LLC	
PAYGOISM SAVES	78592796	Virgin Mobile	PENDING
	(3/22/2005)	USA, LLC	WONTEN TO
FRESH LICK\$	78568337	Virgin Mobile	PENDING
	(2/16/2005)	USA, LLC	DEMENDING.
SERVICE PRESERVER	78591389	Virgin Mobile	PENDING
	(3/21/2005)	USA, LLC	THE COUNTY
SNAPPER	78578614	Virgin Mobile	PENDING
	(3/2/2005)	USA, LLC	PENDING
GOPHER	78574063	Virgin Mobile	PENDING
	(2/24/2005)	USA, LLC Virgin Mobile	PENDING
HUG	78452909	USA, LLC	LEMPINO
	(7/19/2004)	Virgin Mobile	PENDING
25/10	78571486 (2/21/2005)	USA, LLC	1 EMMANING
EDECITYCE	78568341	Virgin Mobile	PENDING
FRESH LICKS	(2/16/2005)	USA, LLC	1111111111
SHORTY	78546438	Virgin Mobile	PENDING
SHOKL	1 703 10 130	1 11 Pire 11 10 0 10 0	1 1 1

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	(1/12/2005)	USA, LLC	
INSTANT TEN	78551957	Virgin Mobile	PENDING
INSTANT IEM	(1/21/2005)	USĂ, LLC	
INSTANT 10	78551953	Virgin Mobile	PENDING
INSTAINT TO	(1/21/2005)	USA, LLC	
LIVE WITHOUT A FAMILY	78397502	Virgin Mobile	PENDING
	(4/6/2004)	USA, LLC	
PLAN	78507220	Virgin Mobile	PENDING
DAY2DAY	(10/28/2004)	USA, LLC	ILINDANO
		Virgin Mobile	PENDING
MONTH2MONTH	78507215		ILINDING
	(10/28/2004)	USA, LLC	PENDING
PAYGOISTS UNITE	78543676	Virgin Mobile	FENDING
	(1/7/2005)	USA, LLC	WESTER IO
TEXT FEST	78533456	Virgin Mobile	PENDING
	(12/16/2 <u>004)</u>	USA, LLC	
LOVE YOU BACK	78533451	Virgin Mobile	PENDING
	(12/16/2004)	USA, LLC	
LOVE YOU BACK CREDITS	78533444	Virgin Mobile	PENDING
	(12/16/2004)	USA, LLC	ļ
SIMONE	78529603	Virgin Mobile	PENDING
Shviore	(12/9/2004)	USA, LLC	
FIRST DIBS DOWNLOADS	78367189	Virgin Mobile	PENDING
TIKST DIDG DOWNLONDO	(2/12/2004)	USA, LLC	
CHRISMAHANUKWANZAKAH		Virgin Mobile	PENDING
CHRISMANANUK WAMZAKAII	(11/30/2004)	USA, LLC	
DAD	78523652	Virgin Mobile	PENDING
D2D	(11/23/2004)	USA, LLC	1 DI IDANIO
	78523643	Virgin Mobile	PENDING
M2M	;		LEMBING
	(11/29/2004)	USA, LLC	PENDING
FIRST DIBS RINGTONES	78367178	Virgin Mobile	PENDING
	(2/12/2004)	USA, LLC	***************************************
FRESH LICKS WEDNESDAYS	78348540	Virgin Mobile	PENDING
	(1/6/2004)	USA, LLC	
FRESHLICK	78348542	Virgin Mobile	PENDING
_	(1/6/2004)	USA, LLC	
FLASHER V7	78447538	Virgin Mobile	PENDING
	(7/8/2004)	USA, LLC	
LIVE WITHOUT A PLAN	2923924	Virgin Mobile	REGISTERED
	(2/1/2005)	USA, LLC	
VIRGIN MOBILE & Design	2770776	Virgin Enterprises	REGISTERED
VICOM WORLD & Door	(8/3/2004)	Limited	
VIRGIN MOBILE	2770775	Virgin Enterprises	REGISTERED
ATTORN MODIFF	(10/7/2003)	Limited	
MD YADDV	76524764	Virgin Mobile	PENDING
MR. HAPPY	(6/3/2003)	USA, LLC	
THE DADTY AND AL	2800991	Virgin Mobile	REGISTERED
THE PARTY ANIMAL	(12/30/2003)	USA, LLC	iddioiDidd
THE CLIDED MODEL	76359544	Virgin Mobile	PENDING
THE SUPER MODEL		USA, LLC	LUIVU
THE OUNCE MODE!	(1/16/2002)	Virgin Mobile	PENDING
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	(10/16/2002)	USA, LLC	
THE PARTY ANIMAL	2750029	Virgin Mobile	REGISTERED
	(8/12/2003)	USA, LLC	
RESCUE RING	2687631	Virgin Mobile	REGISTERED
<del>''' '</del>	(2/11/2003)	USA, LLC	
VIRGIN EXTRAS	76301010		APPLICATION
			ABANDONED
VIRGIN XTRAS	2870028	Virgin Enterprises	REGISTERED
	(8/3/2004)	Limited	
VMQBL.COM	76518575	Virgin Enterprises	PENDING
	(6/2/2003)	Limited	
VIRGIN	2689098	Virgin Enterprises	REGISTERED
	(2/18/2003)	Limited	<u> </u>
VIRGIN (stylized)	2689097	Virgin Enterprises	REGISTERED
,	(2/18/2003)	Limited	
ENLIGHTENMENT KIT	78662394	Virgin Mobile	PENDING
	(7/1/2005)	USA, LLC	
I LOVE 3 WAYS	78661926	Virgin Mobile	PENDING
	(6/30/2005)	USA, LLC	
I LOVE THREE WAYS	78661921	Virgin Mobile	PENDING
_	(6/30/2005)	USA, LLC	
I LUV 3 WAYS	78661928	Virgin Mobile	PENDING
	(6/30/2005)	USA, LLC	
PARENTAL ENLIGHTENMENT		Virgin Mobile	PENDING
KIT	(7/1/2005)	USA, LLC	
PLAYERS CLUB	78654065	Virgin Mobile	PENDING
	(6/20/2005)	USA, LLC	
THE SNAPPER	<b>7</b> 8653971	Virgin Mobile	PENDING
	(6/20/2005)	USA, LLC	
VIRGIN EXTRAS	76301010	Virgin Enterprises	PENDING
	(8/16/2001)	Limited	
VIRGIN XL	78543655	Virgin Enterprises	PENDING
	(1/27/2005)	Limited	

# TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 14, 2005, between each of the undersigned (each, a "Grantur"), and IPMorgan Chase Bank, N.A. ("Chase"), acting in the capacity of administrative agent for the benefit of itself and the other Londers (in such capacity, the "Administrative Agent").

## WITNESSETH:

WHEREAS, pursuant to the terms of that certain Credit Agreement, dated as of July 14, 2005 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Virgin Mobile USA, LLC ("Bottower"), the several banks and other financial institutions or entities from time to time parties (the "Lenders"), MERRILL LYNCH PIERCE, FENNER & SMITH INCORPORATED, Chase, and I.P. MORGAN SECURITIES INC., the Lenders have severally agreed to make extensions of credit to the Borrower on the terms set forth therein;

Whereas, pursuant to the Guarantee and Collateral Agreement, dated as of July 14, 2005 (as it may be amended, restated, supplemented as otherwise modified from time to time, the "Guarantee and Collateral Agreement"), between the Grantors and JPMorgan Chase Bank, the "Guarantee and Collateral Agent (in such capacity, the "Collateral Agent"), each Grantor granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in to and under all Collateral (as defined in the Guarantee and Collateral Agreement), including the Trademark Collateral (as defined below), and all Collateral, Collateral Agreement), including the Trademark Collateral (as defined below), and all Collateral, in each case whether now owned or existing or hereafter acquired or arising and wherever in each case whether now owned or existing or hereafter acquired or arising and wherever hocated, to secure the prompt and complete payment when due of the Obligations (as defined in the Guarantee and Collateral Agreement); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor agrees as follows:

## Section 1. Defined Terms

Unless otherwise defined herein, capitalized terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

# Section 2. Grant of Security Interest in Trademarks

Each Grantor hereby assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties, a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under the Trademarks and Trademark Licenses, including the Trademarks and Trademark Licenses listed in Schedule I, and Trademark Licenses, including the Trademarks and Trademark Licenses listed in Schedule I, and trademark Collectively, the in each case whether now owned or existing or hereafter acquired or arising (collectively, the "Trademark Collateral"), provided that applications filed in the U.S. Patent and Trademark Office Trademark Collateral on the basis of any Grantor's "intent to use" such marks to register trademarks or service marks on the basis of any Grantor's "intent to use" such marks to register trademarks or service marks on the basis of any Grantor's "intent to use" such marks to register trademarks or service marks on the basis of any Grantor's "intent to use" such marks to register trademarks or service marks on the basis of any Grantor's "intent to use" such marks to register trademark Collateral unless and until the filing of a "Statement of Use" or

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"Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such applications shall be automatically subject to the lien granted herein and deemed included in the Trademark Collateral.

#### Security for Obligations Section 3.

This Agreement secures, and the Trademark Collateral is collateral security for the prompt and complete payment and performance when due (whether at the Stated Maturity, by acceleration or otherwise) of such Granta's Obligations, subject to the terms and conditions of the Gustantee and Collateral Agreement.

#### Guarantee and Collateral Agreement Section 4.

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement and each Granter hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any areconcilable conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall control.

#### Connterparts Section 5.

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Collateral Agent.

#### GOVERNING LAW Section 6.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

VIRGIN MOBILE USA, LLC, as Grantor

A.

Name: Daniel Schulmar

Title: Chief Executive Officer

TRADEMARK SOCURITY AGREEMENT SKHATURE PAGE

ACCEPTED AND AGREED as of the date first above written:

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent

TRADEMARK SECURITY AGREEMENT SKINATURE PAGE

TRADEMARK\_

REEL: 003184 FRAME; 0739,

## ACKNOWLEDGEMENT OF GRANTOR

COUNTY OF HEN YN

On this 14 day of July, 2005 before me personally appeared Daniel Schulman, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Virgin Mobile USA, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

TRADEMARK SECURITY AGREEMENT SKRIATURE PAGE

**TRADEMARK** REEL; 003184 FRAME; 07,40 ..

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## SCHEDULE I

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## TRADEMARK SECURITY AGREEMENT

Trademark	Reg./App. No. (Fling/Issue	Record Owner/Liens	Status
LIFE WITHOUT A PLAN	Date) 78452865	Virgin Mobile	PENDING
THE MITHOUT VIEWS	(7/19/2004)	USA, LLC	PENDING
VIVE SIN PLAN	78440769	Virgin Mobile USA, LLC	12
	(6/24/2004)	Virgin Mobile	PENDING
VIVE SIN PLAN	78437836	USA, LLC	
	(6/18/2004) 78631211	Virgin Mobile	PENDING
NO SEAS NORMAL	(5/17/2005)	USA, LLC	<u>-</u> -
	78631209	Virgin Mobile	PENDING
NO SOY NORMAL	(5/17/2005)	USA, LLC	
To the town NOS	78383167	Virgin Mobile	PENDING
SUPERPHONIC RINGTONES	(3/12/2004)	USA, LLC	
	78458429	Virgin Mobile	PENDING
K9	(7/28/2004)	USA, LLC	
	78617730	Virgin Mobile	PENDING
USER	(4/27/2005)	USA, LLC	
The Wife	78617376	Virgin Mobile	PENDING
MINUTE2MINUTE	(4/26/2005)	USA, LLC	PENDING
NADIZ	78613516	Vugin Mobile	<b>PENDING</b>
CHAT PARK	(4/21/2005)	USA, LLC	PENDING
K10 ROYALE	78490251	Virgin Mobile	PENDING
KIO ROTALLE	(9/27/2004)	USA, LLC	PENDING
FIRST DIBS GAME	78608850	Virgin Mobile	4 EMDING
I MAI BES CILI	(4/14/2005)	USA, LLC	PENDING
PAYGOISM SAVES	78592796	Virgin Mobile USA, LLC	ZIMPE
I A I GOLLIN	(3/22/2005)	Virgin Mobile	PENDING
FRESH LICKS	78568337	USA, LLC	
\	(2/16/2005)	Virgin Mobile	PENDING
SERVICE PRESERVER	78591389	USA, LLC	
	(3/21/2005)	Virgin Mobile	PENDING
SNAPPER	78578614	USA, LLC	l
	(3/2/2005) 78574063	Virgin Mobile	PENDING
GOPHER	78574063 (2/24/2005)	USA, LLC	
	78452909	Virgin Mobile	PENDING
HUG	(7/19/2004)	USA, LLC_	
	78571486	Virgin Mobile	PENDING
25/10	(2/21/2005)	USA, LLC	
	78568341	Virgin Mobile	PENDING
FRESH LICKS	(2/16/2005)	USA, LLC _	TOTAL CONTROL
SHORTY	78546438	Virgin Mobile	PENDING

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	(1/12/2005)	USA, LLC	
	78551957	A HAUT MINOR	PENDING
	(1/21/2005)	USA, LLC	
. <u></u>	78551953	I A WATT MADORA	PENDING
NSTANT 10	(1/21/2005)	USA, LLC	PENDING
IVE WITHOUT A FAMILY	78397502	A 118111 11200111	PENDING
	(4/6/2004)	USA, LLC	PENDING
PLAN	78507220	ATTENT METODICE	<b>SEVIDING</b>
DAY2DAY	(10/28/2004)	USA, LLC	
A CONTY	78507215	Virgin Mobile	PENDING
MONTH2MONTH	(10/28/2004)	USA, LLC	
THE PARTY OF THE P	78543676	Virgin Mobile	PENDING
PAYGOISTS UNITE	(1/7/2005)	USA, LLC	
	78533456	Virgin Mobile	PENDING
TEXT FEST	(12/16/2004)	USA, LLC	
	78533451	Virgin Mobile	PENDING
LOVE YOU BACK	(12/16/2004)	USA LLC	
- Angorro	78533444	Virgin Mobile	PENDING
LOVE YOU BACK CREOITS	(12/16/2004)	USA, LLC	
	78529603	Virgin Mobile	PENDING
SIMONE	(12/9/2004)	USA, LLC	
	78367189	Virgin Mobile	PENDING
FIRST DIBS DOWNLOADS	(2/12/2004)	USA, LLC	
	( <u>ZI [ZIZU4)</u>	Virgin Mobile	PENDING
CHRISMAHANUKWANZAKAI	(11/30/2004)	USA, LLC	
	(   [ ] ]	Virgin Mobile	PENDING
D2D	78523652	USA, LLC	<u> </u>
·	(11/23/2004)	Virgin Mobile	PENDING
M2M	78523643	USA, LLC	_
	(11/29/2004)	Virgin Mobile	PENDING
FIRST DIBS RINGTONES	78367178	Aught Moone	1
	(2/12/2004)	USA, LLC	PENDING
FRESH LICKS WEDNESDAYS	78348540	Virgin Mobile	1
TRESH ACTION	(1/0/2004)	USA, LLC	PENDING
FRÉSHLICK	78348542	Virgin Mobile	112,123,1
TKEBKHIOK	(1/6/2004)	USĀ, LĽC	PENDING
FLASHER V7	78447538	Virgin Mobile	LEMBRAG
FLASIBRE	(7/8/2004)	USA, LLC	REGISTERED
LIVE WITHOUT A PLAN	2923924	Virgin Mobile	VEGIOTAL
TAE ALLIEOT TITLE	(2/1/2005)	USA, LLC	REGISTERED
VIRGIN MOBILE & Design	2770776	Virgin Enterprises	KENTINIE
VIRGIN MODELE & Book	(8/3/2004)	Limited	REGISTERED
VIRGIN MOBILE	2770775	Virgin Enterprises	KEGISTER
VIRGIN MODILE	(10/7/2003)	Limited	PENDING
AN ICANOV	76524764	Virgin Mobile	PENDING
MR. HAPPY	(6/3/2003)	USA, LLC	NEW CALEDON
THE TAX DESCRIPTION AND AND AND AND AND AND AND AND AND AN	2800991	Virgin Mobile	REGISTERED
THE PARTY ANIMAL	(12/30/2003)	USA, LLC	
a who stope!	76359544	Virgin Mobile	PENDING
THE SUPER MODEL	(1/16/2002)_	USA, LLC	<u> </u>
Transit Learner	76458586	Virgin Mobile	PENDING
THE SUPER MODEL	1,0,000	<u> </u>	-

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	(10/16/2002)	TUSA, LLC	
	2750029	Virgin Mobile	REGISTERED
THE PARTY ANIMAL	(8/12/2003)	USA, LLC	
	2687631	Virgin Mobile	REGISTERED
ESCUE RING	(2/11/2003)	USA, LLC	
	76301010		APPLICATION
TRGIN EXTRAS	70301030	1 .1	ABANDONED
	2870028	Virgin Enterprises	REGISTERED
ARGIN XTRAS	(8/3/2004)	Limited	
	76518575	Virgin Enterprises	PENDING
MOBL.COM	(6/2/2003)	Limited	
		Virgin Enterprises	REGISTERED
VIRGIN	2689098	Limited	
	(2/18/2003)	Virgin Enterprises	REGISTERED
VIRGIN (stylized)	2689097		<del></del> -
A THOUTH (AN) was and	(2/18/2003)	Limited	PENDING
ENLIGHTENMENT KIT	78662394	Virgin Mobile	111111111
CMPIOUI DIMITALI	(7/1/2005)	USA, LLC	PENDING
	78661926	Virgin Mobile	PENDERO
I LOVE 3 WAYS	(6/30/2005)	USA, LLC	
	78661921	Virgin Mobile	PENDING
I LOVE THREE WAYS	(6/30/2005)	USA, LLC	
	78661928	Virgin Mobile	PENDING
ILUV 3 WAYS	(6/30/2005)	USA, LLC	
	(0/30/2003)	Virgin Mobile	PENDING
PARENTAL ENLIGHTENME	NT 78662400	USA, LLC	1
KIT	(7/1/2905)	Court mas	
<u> </u>		Virgin Mobile	PENDING
PLAYERS CLUB	78634065	TO A TTO	1
ILA, DIW ODG	(6/20/2005)	USA, LLC	PENDING
THE SNAPPER	78653971	Virgin Mobile	111111111
THE MANITURE	(6/20/2005)	USA, LLC	PENDING
VIV. VIV. E AS	76301010	Virgin Enterprises	LEMINAG
VIRGIN EXTRAS	(8/16/2001)	Limited	
	78543655	Virgin Enterprises	PENDING
VIRGIN XL	(1/27/2005)	Limited	
	REGISTATOS		

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**RECORDED: 09/02/2005**