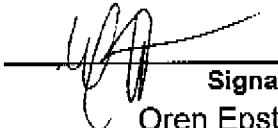


Form PTO-1594 (rev 06/04)		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U. S. Department of Commerce Patent and Trademark Office																																					
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:																																									
1. Name of conveying party(ies)/Execution Date(s): Virgin Mobile USA, LLC 10 Independence Blvd. Warren, NJ 07059 _____ Individual(s) _____ Association _____ General Partnership _____ Limited Partnership _____ Corporation <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u> Citizenship <u>Delaware</u> Execution Date(s) <u>July 14, 2005</u> Additional name(s) of conveying party(ies) attached? _____ Yes <input checked="" type="checkbox"/> No			2. Name and Address of receiving party(ies) Additional name(s) & address(es) attached? _____ Yes <input checked="" type="checkbox"/> No Name: <u>JPMorgan Chase Bank, N. A.</u> Internal Address: _____ Street Address: <u>270 Park Avenue</u> City: <u>New York</u> State: <u>New York</u> Country: <u>USA</u> Zip: <u>10017</u> _____ Association – Citizenship _____ _____ General Partnership – Citizenship _____ _____ Limited Partnership – Citizenship _____ _____ Corporation – Citizenship _____ <input checked="" type="checkbox"/> Other <u>National Banking Association</u> Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached _____ Yes <input checked="" type="checkbox"/> No																																						
3. Nature of conveyance: _____ Assignment _____ Merger <input checked="" type="checkbox"/> Security Agreement _____ Change of Name _____ Government Interest Assignment _____ Other _____			4. Application number(s) or registration number(s): <table style="width: 100%; border: none;"> <tr> <td colspan="3" style="border: none;">A. Trademark Application No(s).</td> <td colspan="3" style="border: none;">B. Trademark Registration No(s).</td> </tr> <tr> <td style="border: none;">78452865</td> <td style="border: none;">78440769</td> <td style="border: none;">78437836</td> <td style="border: none;">2770776</td> <td style="border: none;">2770775</td> <td style="border: none;">2923924</td> </tr> <tr> <td style="border: none;">78631211</td> <td style="border: none;">78631209</td> <td style="border: none;">78383167</td> <td style="border: none;">2800991</td> <td style="border: none;">2750029</td> <td style="border: none;">2687631</td> </tr> <tr> <td style="border: none;">78458429</td> <td style="border: none;">78617730</td> <td style="border: none;">78617376</td> <td style="border: none;">2870028</td> <td style="border: none;">2689098</td> <td style="border: none;">2689097</td> </tr> <tr> <td style="border: none;">78613516</td> <td style="border: none;">78490251</td> <td style="border: none;">78608850</td> <td colspan="3"></td> </tr> <tr> <td style="border: none;">78592796</td> <td style="border: none;">78568337</td> <td style="border: none;">78591389</td> <td colspan="3"></td> </tr> </table> Additional numbers attached? <input checked="" type="checkbox"/> Yes _____ No			A. Trademark Application No(s).			B. Trademark Registration No(s).			78452865	78440769	78437836	2770776	2770775	2923924	78631211	78631209	78383167	2800991	2750029	2687631	78458429	78617730	78617376	2870028	2689098	2689097	78613516	78490251	78608850				78592796	78568337	78591389			
A. Trademark Application No(s).			B. Trademark Registration No(s).																																						
78452865	78440769	78437836	2770776	2770775	2923924																																				
78631211	78631209	78383167	2800991	2750029	2687631																																				
78458429	78617730	78617376	2870028	2689098	2689097																																				
78613516	78490251	78608850																																							
78592796	78568337	78591389																																							
5. Name and address of party to whom correspondence concerning document should be mailed: M. Oren Epstein, Esq. SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP Four Times Square New York, New York 10036 Tel: (212) 735-2517 Fax: (917) 777-2517 OEpstein@skadden.com			6. Total number of applications and registrations involved: <u>61</u> 7. Total fee (37 CFR 1.21(h) and 3.41) <u>1240</u> <input checked="" type="checkbox"/> All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 139900/520) 8. Payment Information Deposit Account No. <u>19-2385</u> Authorized user Name: <u>Philip H. Bartels</u>																																						
9. Signature. <div style="text-align: center;">  _____ Signature Oren Epstein _____ Name of Person Signing </div>			<div style="text-align: right;"> July 18, 2005 _____ Date </div> <div style="text-align: right; margin-top: 20px;"> Total number of pages including cover sheet, and documents: 10 </div>																																						

CONTINUATION OF ITEM 4A. Trademark Application Numbers

A. Trademark App. No(s).
78578614
78574063
78452909
78571486
78568341
78546438
78551957
78551953
78397502
78507220
78507215
78543676
78533456
78533451
78533444
78529603
78367189
78524415
78523652
78523643
78367178
78348540
78348542
78447538
76524764
76359544
76458586
76518575
78662394
78661921
78661928
78662400
78654065
78653971
78661926
78543655
76301010

EXECUTION COPY

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

"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 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


By: 

Name: Daniel Schulman

Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Gary Spevack
Title: Vice President

TRADEMARK SECURITY AGREEMENT SIGNATURE PAGE

TRADEMARK
REEL: 003184 FRAME: 0731

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York
COUNTY OF New York ss.

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.

Scott T. Cross
Notary Public

SCOTT T. CROSS
NOTARY PUBLIC, State of New York
No. 61CR6099237
Qualified in New York County
Commission Expires September 29, 2007

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark	Reg./App. No. (Filing/Issue Date)	Record Owner/Liens	Status
LIFE WITHOUT A PLAN	78452865 (7/19/2004)	Virgin Mobile USA, LLC	PENDING
VIVE SIN PLAN	78440769 (6/24/2004)	Virgin Mobile USA, LLC	PENDING
VIVE SIN PLAN	78437836 (6/18/2004)	Virgin Mobile USA, LLC	PENDING
NO SEAS NORMAL	78631211 (5/17/2005)	Virgin Mobile USA, LLC	PENDING
NO SOY NORMAL	78631209 (5/17/2005)	Virgin Mobile USA, LLC	PENDING
SUPERPHONIC RINGTONES	78383167 (3/12/2004)	Virgin Mobile USA, LLC	PENDING
K9	78458429 (7/28/2004)	Virgin Mobile USA, LLC	PENDING
USER	78617730 (4/27/2005)	Virgin Mobile USA, LLC	PENDING
MINUTE2MINUTE	78617376 (4/26/2005)	Virgin Mobile USA, LLC	PENDING
CHAT PARK	78613516 (4/21/2005)	Virgin Mobile USA, LLC	PENDING
K10 ROYALE	78490251 (9/27/2004)	Virgin Mobile USA, LLC	PENDING
FIRST DIBS GAME	78608850 (4/14/2005)	Virgin Mobile USA, LLC	PENDING
PAYGOISM SAVES	78592796 (3/22/2005)	Virgin Mobile USA, LLC	PENDING
FRESH LICKS	78568337 (2/16/2005)	Virgin Mobile USA, LLC	PENDING
SERVICE PRESERVER	78591389 (3/21/2005)	Virgin Mobile USA, LLC	PENDING
SNAPPER	78578614 (3/2/2005)	Virgin Mobile USA, LLC	PENDING
GOPHER	78574063 (2/24/2005)	Virgin Mobile USA, LLC	PENDING
HUG	78452909 (7/19/2004)	Virgin Mobile USA, LLC	PENDING
25/10	78571486 (2/21/2005)	Virgin Mobile USA, LLC	PENDING
FRESH LICKS	78568341 (2/16/2005)	Virgin Mobile USA, LLC	PENDING
SHORTY	78546438	Virgin Mobile	PENDING

	(1/12/2005)	USA, LLC	
INSTANT TEN	78551957 (1/21/2005)	Virgin Mobile USA, LLC	PENDING
INSTANT 10	78551953 (1/21/2005)	Virgin Mobile USA, LLC	PENDING
LIVE WITHOUT A FAMILY PLAN	78397502 (4/6/2004)	Virgin Mobile USA, LLC	PENDING
DAY2DAY	78507220 (10/28/2004)	Virgin Mobile USA, LLC	PENDING
MONTH2MONTH	78507215 (10/28/2004)	Virgin Mobile USA, LLC	PENDING
PAYGOISTS UNITE	78543676 (1/7/2005)	Virgin Mobile USA, LLC	PENDING
TEXT FEST	78533456 (12/16/2004)	Virgin Mobile USA, LLC	PENDING
LOVE YOU BACK	78533451 (12/16/2004)	Virgin Mobile USA, LLC	PENDING
LOVE YOU BACK CREDITS	78533444 (12/16/2004)	Virgin Mobile USA, LLC	PENDING
SIMONE	78529603 (12/9/2004)	Virgin Mobile USA, LLC	PENDING
FIRST DIBS DOWNLOADS	78367189 (2/12/2004)	Virgin Mobile USA, LLC	PENDING
CHRISMAHANUKWANZAKAH	78524415 (11/30/2004)	Virgin Mobile USA, LLC	PENDING
D2D	78523652 (11/23/2004)	Virgin Mobile USA, LLC	PENDING
M2M	78523643 (11/29/2004)	Virgin Mobile USA, LLC	PENDING
FIRST DIBS RINGTONES	78367178 (2/12/2004)	Virgin Mobile USA, LLC	PENDING
FRESH LICKS WEDNESDAYS	78348540 (1/6/2004)	Virgin Mobile USA, LLC	PENDING
FRESH LICK	78348542 (1/6/2004)	Virgin Mobile USA, LLC	PENDING
FLASHER V7	78447538 (7/8/2004)	Virgin Mobile USA, LLC	PENDING
LIVE WITHOUT A PLAN	2923924 (2/1/2005)	Virgin Mobile USA, LLC	REGISTERED
VIRGIN MOBILE & Design	2770776 (8/3/2004)	Virgin Enterprises Limited	REGISTERED
VIRGIN MOBILE	2770775 (10/7/2003)	Virgin Enterprises Limited	REGISTERED
MR. HAPPY	76524764 (6/3/2003)	Virgin Mobile USA, LLC	PENDING
THE PARTY ANIMAL	2800991 (12/30/2003)	Virgin Mobile USA, LLC	REGISTERED
THE SUPER MODEL	76359544 (1/16/2002)	Virgin Mobile USA, LLC	PENDING
THE SUPER MODEL	76458586	Virgin Mobile	PENDING

	(10/16/2002)	USA, LLC	
THE PARTY ANIMAL	2750029 (8/12/2003)	Virgin Mobile USA, LLC	REGISTERED
RESCUE RING	2687631 (2/11/2003)	Virgin Mobile USA, LLC	REGISTERED
VIRGIN EXTRAS	76301010		APPLICATION ABANDONED
VIRGIN XTRAS	2870028 (8/3/2004)	Virgin Enterprises Limited	REGISTERED
VMOBL.COM	76518575 (6/2/2003)	Virgin Enterprises Limited	PENDING
VIRGIN	2689098 (2/18/2003)	Virgin Enterprises Limited	REGISTERED
VIRGIN (stylized)	2689097 (2/18/2003)	Virgin Enterprises Limited	REGISTERED
ENLIGHTENMENT KIT	78662394 (7/1/2005)	Virgin Mobile USA, LLC	PENDING
I LOVE 3 WAYS	78661926 (6/30/2005)	Virgin Mobile USA, LLC	PENDING
I LOVE THREE WAYS	78661921 (6/30/2005)	Virgin Mobile USA, LLC	PENDING
I LUV 3 WAYS	78661928 (6/30/2005)	Virgin Mobile USA, LLC	PENDING
PARENTAL ENLIGHTENMENT KIT	78662400 (7/1/2005)	Virgin Mobile USA, LLC	PENDING
PLAYERS CLUB	78654065 (6/20/2005)	Virgin Mobile USA, LLC	PENDING
THE SNAPPER	78653971 (6/20/2005)	Virgin Mobile USA, LLC	PENDING
VIRGIN EXTRAS	76301010 (8/16/2001)	Virgin Enterprises Limited	PENDING
VIRGIN XL	78543655 (1/27/2005)	Virgin Enterprises Limited	PENDING

EXECUTION COPY

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

"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 each 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 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

By: 

Name: Daniel Schulman

Title: Chief Executive Officer

TRADEMARK SECURITY AGREEMENT SIGNATURE PAGE

TRADEMARK

REEL: 003184 FRAME: 0738

ACCEPTED AND AGREED
as of the date first above written:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 

Name: Gary Spevack
Title: Vice President

TRADEMARK SECURITY AGREEMENT SIGNATURE PAGE

TRADEMARK

REEL: 003184 FRAME: 0739

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York
COUNTY OF New York ss.

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.

Scott E. Cross
Notary Public

SCOTT E. CROSS
NOTARY PUBLIC, State of New York
No. 81C0899237
Qualified in New York County
Commission Expires September 25, 2007

TRADEMARK SECURITY AGREEMENT SIGNATURE PAGE

TRADEMARK

REEL: 003184 FRAME: 0740

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark	Reg./App. No. (Filing/Issue Date)	Record Owner/Liens	Status
LIFE WITHOUT A PLAN	78452865 (7/19/2004)	Virgin Mobile USA, LLC	PENDING
VIVE SIN PLAN	78440769 (6/24/2004)	Virgin Mobile USA, LLC	PENDING
VIVE SIN PLAN	78437836 (6/18/2004)	Virgin Mobile USA, LLC	PENDING
NO SEAS NORMAL	78631211 (5/17/2005)	Virgin Mobile USA, LLC	PENDING
NO SOY NORMAL	78631209 (5/17/2005)	Virgin Mobile USA, LLC	PENDING
SUPERPHONIC RINGTONES	78383167 (3/12/2004)	Virgin Mobile USA, LLC	PENDING
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USER	78617730 (4/27/2005)	Virgin Mobile USA, LLC	PENDING
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CHAT PARK	78613516 (4/21/2005)	Virgin Mobile USA, LLC	PENDING
K10 ROYALE	78490251 (9/27/2004)	Virgin Mobile USA, LLC	PENDING
FIRST DIBS GAME	78608850 (4/14/2005)	Virgin Mobile USA, LLC	PENDING
PAYGOISM SAVES	78592796 (3/22/2005)	Virgin Mobile USA, LLC	PENDING
FRESH LICKS	78568337 (2/16/2005)	Virgin Mobile USA, LLC	PENDING
SERVICE PRESERVER	78591389 (3/21/2005)	Virgin Mobile USA, LLC	PENDING
SNAPPER	78578614 (3/2/2005)	Virgin Mobile USA, LLC	PENDING
GOPHER	78574063 (2/24/2005)	Virgin Mobile USA, LLC	PENDING
HUG	78452909 (7/19/2004)	Virgin Mobile USA, LLC	PENDING
25/10	78571486 (2/21/2005)	Virgin Mobile USA, LLC	PENDING
FRESH LICKS	78568341 (2/16/2005)	Virgin Mobile USA, LLC	PENDING
SHORTY	78546438	Virgin Mobile	PENDING

094387-0010-10227-NY01-0495224.1

TRADEMARK

REEL: 003184 FRAME: 0741

	(1/12/2005)	USA, LLC	
INSTANT TEN	78551937 (1/21/2005)	Virgin Mobile USA, LLC	PENDING
INSTANT 10	78551953 (1/21/2005)	Virgin Mobile USA, LLC	PENDING
LIVE WITHOUT A FAMILY PLAN	78397502 (4/6/2004)	Virgin Mobile USA, LLC	PENDING
DAY2DAY	78507220 (10/28/2004)	Virgin Mobile USA, LLC	PENDING
MONTH2MONTH	78507215 (10/28/2004)	Virgin Mobile USA, LLC	PENDING
PAYGOISTS UNITE	78543676 (1/7/2005)	Virgin Mobile USA, LLC	PENDING
TEXT FEST	78533456 (12/16/2004)	Virgin Mobile USA, LLC	PENDING
LOVE YOU BACK	78533451 (12/16/2004)	Virgin Mobile USA, LLC	PENDING
LOVE YOU BACK CREDITS	78533444 (12/16/2004)	Virgin Mobile USA, LLC	PENDING
SIMONE	78529603 (12/9/2004)	Virgin Mobile USA, LLC	PENDING
FIRST DIBS DOWNLOADS	78367189 (2/12/2004)	Virgin Mobile USA, LLC	PENDING
CHRISMAHANUKWANZAKAH	78524413 (11/30/2004)	Virgin Mobile USA, LLC	PENDING
D2D	78523652 (11/23/2004)	Virgin Mobile USA, LLC	PENDING
M2M	78523643 (11/29/2004)	Virgin Mobile USA, LLC	PENDING
FIRST DIBS RINGTONES	78367178 (2/12/2004)	Virgin Mobile USA, LLC	PENDING
FRESH LICKS WEDNESDAYS	78348540 (1/6/2004)	Virgin Mobile USA, LLC	PENDING
FRESH LICK	78348542 (1/6/2004)	Virgin Mobile USA, LLC	PENDING
FLASHER V7	78447538 (7/8/2004)	Virgin Mobile USA, LLC	PENDING
LIVE WITHOUT A PLAN	2923924 (2/1/2005)	Virgin Mobile USA, LLC	REGISTERED
VIRGIN MOBILE & Design	2770776 (8/3/2004)	Virgin Enterprises Limited	REGISTERED
VIRGIN MOBILE	2770775 (10/7/2003)	Virgin Enterprises Limited	REGISTERED
MR. HAPPY	76524764 (6/3/2003)	Virgin Mobile USA, LLC	PENDING
THE PARTY ANIMAL	2800991 (12/30/2003)	Virgin Mobile USA, LLC	REGISTERED
THE SUPER MODEL	76359544 (1/16/2002)	Virgin Mobile USA, LLC	PENDING
THE SUPER MODEL	76458586	Virgin Mobile	PENDING

	(10/16/2002)	USA, LLC	
THE PARTY ANIMAL	2750029 (8/12/2003)	Virgin Mobile USA, LLC	REGISTERED
RESCUE RING	2687631 (2/11/2003)	Virgin Mobile USA, LLC	REGISTERED
VIRGIN EXTRAS	76301010		APPLICATION ABANDONED
VIRGIN XTRAS	2870028 (8/3/2004)	Virgin Enterprises Limited	REGISTERED
VMOBL.COM	76518575 (6/2/2003)	Virgin Enterprises Limited	PENDING
VIRGIN	2689098 (2/18/2003)	Virgin Enterprises Limited	REGISTERED
VIRGIN (stylized)	2689097 (2/18/2003)	Virgin Enterprises Limited	REGISTERED
ENLIGHTENMENT KIT	78662394 (7/1/2005)	Virgin Mobile USA, LLC	PENDING
I LOVE 3 WAYS	78661926 (6/30/2005)	Virgin Mobile USA, LLC	PENDING
I LOVE THREE WAYS	78661921 (6/30/2005)	Virgin Mobile USA, LLC	PENDING
ILUV 3 WAYS	78661928 (6/30/2005)	Virgin Mobile USA, LLC	PENDING
PARENTAL ENLIGHTENMENT KIT	78662400 (7/1/2005)	Virgin Mobile USA, LLC	PENDING
PLAYERS CLUB	78654065 (6/20/2005)	Virgin Mobile USA, LLC	PENDING
THE SNAPPER	78653971 (6/20/2005)	Virgin Mobile USA, LLC	PENDING
VIRGIN EXTRAS	76301010 (8/16/2001)	Virgin Enterprises Limited	PENDING
VIRGIN XL	78543655 (1/27/2005)	Virgin Enterprises Limited	PENDING