

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest Recorded at Reel 3184, Frame 0726

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A. as administrative agent and collateral agent		11/24/2009	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Virgin Mobile USA, L.P.
Street Address:	10 Independence Blvd.
City:	Warren
State/Country:	NEW JERSEY
Postal Code:	07059
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 61

Property Type	Number	Word Mark
Serial Number:	78613516	CHAT PARK
Serial Number:	78507220	DAY2DAY
Serial Number:	78367178	FIRST DIBS RINGTONES
Serial Number:	78447538	FLASHER V7
Serial Number:	78490251	K10 ROYALE
Serial Number:	78458429	K9
Serial Number:	76516935	LIVE WITHOUT A PLAN
Serial Number:	78617376	MINUTE2MINUTE
Serial Number:	78507215	MONTH2MONTH
Serial Number:	78654065	PLAYERS CLUB
Serial Number:	76359415	RESCUE RING
Serial Number:	78591389	SERVICE PRESERVER
Serial Number:	78546438	SHORTY

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Serial Number:	78578614	SNAPPER
Serial Number:	78383167	SUPERPHONIC RINGTONES
Serial Number:	76458585	THE PARTY ANIMAL
Serial Number:	76359388	THE PARTY ANIMAL
Serial Number:	78653971	THE SNAPPER
Serial Number:	76458586	THE SUPER MODEL
Serial Number:	78617730	USER
Serial Number:	76107264	VIRGIN
Serial Number:	76107265	VIRGIN
Serial Number:	76301009	VIRGIN MOBILE
Serial Number:	76301011	VIRGIN MOBILE
Serial Number:	78543655	VIRGIN XL
Serial Number:	76301267	VIRGIN XTRAS
Serial Number:	78571486	25/10
Serial Number:	78524415	CHRISMAHANUKWANZAKAH
Serial Number:	78523652	D2D
Serial Number:	78662394	ENLIGHTENMENT KIT
Serial Number:	78367189	FIRST DIBS DOWNLOADS
Serial Number:	78608850	FIRST DIBS GAMES
Serial Number:	78568337	FRESH LICK\$
Serial Number:	78568341	FRESH LICKS
Serial Number:	78348540	FRESH LICKS WEDNESDAYS
Serial Number:	78348542	FRESHLICK
Serial Number:	78574063	GOPHER
Serial Number:	78452909	HUG
Serial Number:	78661926	I LOVE 3 WAYS
Serial Number:	78661921	I LOVE THREE WAYS
Serial Number:	78661928	I LUV 3 WAYS
Serial Number:	78551953	INSTANT 10
Serial Number:	78551957	INSTANT TEN
Serial Number:	78452865	LIFE WITHOUT A PLAN
Serial Number:	78397502	LIVE WITHOUT A FAMILY PLAN
Serial Number:	78533451	LOVE YOU BACK
Serial Number:	78533444	LOVE YOU BACK CREDITS
Serial Number:	78523643	M2M

Serial Number:	76524764	MR. HAPPY
Serial Number:	78631211	NO SEAS NORMAL
Serial Number:	78631209	NO SOY NORMAL
Serial Number:	78662400	PARENTAL ENLIGHTENMENT KIT
Serial Number:	78592796	PAYGOISM SAVES
Serial Number:	78543676	PAYGOISTS UNITE
Serial Number:	78529603	SIMONE
Serial Number:	78533456	TEXT FEST
Serial Number:	76359544	THE SUPER MODEL
Serial Number:	76301010	VIRGIN EXTRAS
Serial Number:	78437836	VIVA SIN PLAN
Serial Number:	78440769	VIVE SIN PLAN
Serial Number:	76518575	VMOBL.COM

CORRESPONDENCE DATA

Fax Number: (404)572-5134
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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 Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	53253.019085
NAME OF SUBMITTER:	James M. Hannon
Signature:	/James M. Hannon/
Date:	11/24/2009

Total Attachments: 7
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**TERMINATION AND RELEASE
OF SECURITY INTEREST IN TRADEMARKS**

THIS TERMINATION AND RELEASE dated as of November 24, 2009, from JPMorgan Chase Bank, N.A., in its capacity as Administrative Agent and Collateral Agent for itself and the Lenders ("Agent"), to Virgin Mobile USA, L.P.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement dated as of July 19, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), and the Guarantee and Collateral Agreement dated as of July 14, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Collateral Agreement"), Virgin Mobile USA, L.P. (f/k/a Virgin Mobile USA, LLC; the "Grantor") granted to Agent a security interest in all of Grantor's right, title, and interest in all Collateral (as defined in the Guarantee and Collateral Agreement);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor entered into that certain Trademark Security Agreement dated as of July 14, 2005, in favor of Agent (the "Trademark Security Agreement"), granting a security interest (the "Security Interest") in the Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office, at Reel 3184, Frame 0726 on September 2, 2005; and

WHEREAS, Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral under the Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Trademark Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, Agent hereby states as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement.

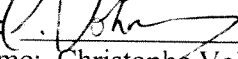
2. Release of Security Interest. Agent hereby terminates, releases, and discharges its Security Interest in the Trademark Collateral, including the Trademarks listed in Schedule I attached hereto, under the Guarantee and Collateral Agreement and the Trademark Security Agreement. To the extent that Agent has any right, title, or interest in such Trademark Collateral and proceeds thereof under the Guarantee and Collateral Agreement and the Trademark Security Agreement, including without limitation, any and all causes of action which may exist by reason of infringement of the Trademark Collateral, such right, title, or interest shall hereby cease and become void.

3. Further Assurances. Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest in the Trademark Collateral contemplated hereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Trademarks by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.
as Agent

By: 
Name: Christophe Vohmann
Title: Executive Director

**SCHEDULE I
TO
TERMINATION AND RELEASE
OF SECURITY INTEREST IN TRADEMARKS**

A. U.S. Registered Trademarks

Mark	Application No.	Registration No.
CHAT PARK	78/613,516	3,163,999
DAY2DAY	78/507,220	3,115,228
FIRST DIBS RINGTONES	78/367,178	3,009,555
FLASHER V7	78/447,538	3,160,073
K10 ROYALE	78/490,251	3,206,690
K9	78/458,429	3,042,855
LIVE WITHOUT A PLAN	76/516,935	2,923,924
MINUTE2MINUTE	78/617,376	3,152,210
MONTH2MONTH	78/507,215	2,993,520
PLAYERS CLUB	78/654,065	3,150,201
RESCUE RING	76/359,415	2,687,631
SERVICE PRESERVER	78/591,389	3,108,205
SHORTY	78/546,438	3,146,730
SNAPPER	78/578,614	3,160,656
SUPERPHONIC RINGTONES	78/383,167	3,042,664
THE PARTY ANIMAL	76/458,585	2,750,029
THE PARTY ANIMAL	76/359,388	2,800,991

Mark	Application No.	Registration No.
THE SNAPPER	78/653,971	3,124,968
THE SUPER MODEL	76/458,586	3,207,040
USER	78/617,730	3,164,008
VIRGIN	76/107,264	2,689,097
VIRGIN	76/107,265	2,689,098
VIRGIN MOBILE	76/301,009	2,770,775
VIRGIN MOBILE	76/301,011	2,770,776
VIRGIN XL	78/543,655	3,100,295
VIRGIN XTRAS	76/301,267	2,870,028

B. U.S. Trademark Applications for Registration

Mark	Application No.
25/10	78/571,486
CHRISMAHANUKWANZAKAH	78/524,415
D2D	78/523,652
ENLIGHTENMENT KIT	78/662,394
FIRST DIBS DOWNLOADS	78/367,189
FIRST DIBS GAME	78/608,850
FRESH LICK\$	78/568,337
FRESH LICKS	78/568,341
FRESH LICKS WEDNESDAYS	78/348,540

Mark	Application No.
FRESHLICK	78/348,542
GOPHER	78/574,063
HUG	78/452,909
I LOVE 3 WAYS	78/661,926
I LOVE THREE WAYS	78/661,921
I LUV 3 WAYS	78/661,928
INSTANT 10	78/551,953
INSTANT TEN	78/551,957
LIFE WITHOUT A PLAN	78/452,865
LIVE WITHOUT A FAMILY PLAN	78/397,502
LOVE YOU BACK	78/533,451
LOVE YOU BACK CREDITS	78/533,444
M2M	78/523,643
MR. HAPPY	76/524,764
NO SEAS NORMAL	78/631,211
NO SOY NORMAL	78/631,209
PARENTAL ENLIGHTENMENT KIT	78/662,400
PAYGOISM SAVES	78/592,796
PAYGOISTS UNITE	78/543,676
SIMONE	78/529,603
TEXT FEST	78/533,456

Mark	Application No.
THE SUPER MODEL	76/359,544
VIRGIN EXTRAS	76/301,010
VIVA SIN PLAN	78/437,836
VIVE SIN PLAN	78/440,769
VMOBL.COM	76/518,575