

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest Recorded at Reel 3840, Frame 0017

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:	Helio LLC
Street Address:	10960 Wilshire Blvd.
Internal Address:	Suite 600
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90024
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Serial Number:	77012583	ANSWERRING
Serial Number:	77013034	BUDDY BEACON
Serial Number:	78978035	DON'T CALL IT A PHONE
Serial Number:	78735812	DON'T CALL IT A PHONE
Serial Number:	78735819	DON'T CALL US A PHONE COMPANY
Serial Number:	78978001	DON'T CALL US A PHONE COMPANY
Serial Number:	77019658	DRIFT
Serial Number:	77138842	FIN
Serial Number:	78689176	
Serial Number:	78815569	KICKFLIP
Serial Number:	78866069	MEDIA MOVER
Serial Number:	77111826	OCEAN

OP \$1190.00 77012583

Serial Number:	77338340	ANYLANG MESSENGER
Serial Number:	77084892	HEAT
Serial Number:	78687133	HELIO
Serial Number:	78689188	HELIO
Serial Number:	78689189	HELIO
Serial Number:	77283863	MYSTO
Serial Number:	77145323	CONNECT WITH ALL YOUR FRIENDS
Serial Number:	77145317	CONNECT WITH ALL YOUR FRIENDS
Serial Number:	77145326	CONNECT WITH ALL YOUR FRIENDS
Serial Number:	78735805	DON'T CALL IT A PHONE
Serial Number:	78735810	DON'T CALL IT A PHONE
Serial Number:	78735817	DON'T CALL US A PHONE COMPANY
Serial Number:	78735814	DON'T CALL US A PHONE COMPANY
Serial Number:	78904000	
Serial Number:	78689181	
Serial Number:	78689180	
Serial Number:	77059497	
Serial Number:	78689177	
Serial Number:	78689174	
Serial Number:	78689194	
Serial Number:	78689185	
Serial Number:	78689184	
Serial Number:	78689183	
Serial Number:	77012577	FRIENDBEACON
Serial Number:	77054556	GLASS
Serial Number:	78687135	HELIO
Serial Number:	77058563	HELIO
Serial Number:	78686801	HELIO
Serial Number:	78689187	HELIO
Serial Number:	77013717	HELIO BEACON
Serial Number:	77019651	HELIO DRIFT
Serial Number:	77019635	HELIO SNOW DRIFT
Serial Number:	78815563	HERO
Serial Number:	77019646	SNOW DRIFT
Serial Number:	77199605	VIDEO VIRUS

TRADEMARK

REEL: 004102 FRAME: 0045

CORRESPONDENCE DATA

Fax Number: (404)572-5134
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: jhannon@kslaw.com
Correspondent Name: James M. Hannon
Address Line 1: 1180 Peachtree Street
Address Line 2: King & Spalding LLP
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: 6
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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 Helio LLC.

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 from time to time, 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 and the Assumption Agreement dated as of August 22, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Assumption Agreement"), by Helio LLC (the "Additional Grantor"), the Additional Grantor granted to Agent a security interest in and to the Additional Grantor's Collateral (as defined in the Guarantee and Collateral Agreement);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Additional Grantor entered into that certain Trademark Security Agreement dated as of August 22, 2008, 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 3840, Frame 0017 on August 22, 2008; 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

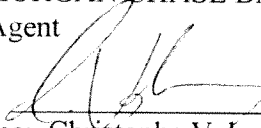
attached hereto, under the Guarantee and Collateral Agreement and the Trademark Security Agreement. To the extent that Agent has any right, title, or interest in such Trademark Collateral and proceeds thereof under the Guarantee and Collateral Agreement and the Trademark Security Agreement, including 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.	Reg. No.
ANSWERRING	77/012,583	3,382,455
BUDDY BEACON	77/013,034	3,419,000
DON'T CALL IT A PHONE	78/978,035	3,235,406
DON'T CALL IT A PHONE	78/735,812	3,254,279
DON'T CALL US A PHONE COMPANY	78/735,819	3,326,750
DON'T CALL US A PHONE COMPANY	78/978,001	3,369,521
DRIFT	77/019,658	3,395,397
FIN	77/138,842	3,406,313
FLAME COUPLE (design)	78/689,176	3,410,493
KICKFLIP	78/815,569	3,314,357
MEDIA MOVER	78/866,069	3,243,173
OCEAN	77/111,826	3,399,208
ANYLANG MESSENGER	77/338,340	3,627,965
HEAT	77/084,892	3,609,229
HELIO	78/687,133	3,596,598
HELIO (stylized)	78/689,188	3,596,600
HELIO (stylized)	78/689,189	3,596,601

Mark	Application No.	Reg. No.
MYSTO	77/283,863	3,588,143

B. U.S. Trademark Applications for Registration

Mark	Application No.
CONNECT WITH ALL YOUR FRIENDS	77/145,323
CONNECT WITH ALL YOUR FRIENDS	77/145,317
CONNECT WITH ALL YOUR FRIENDS	77/145,326
DON'T CALL IT A PHONE	78/735,805
DON'T CALL IT A PHONE	78/735,810
DON'T CALL US A PHONE COMPANY	78/735,817
DON'T CALL US A PHONE COMPANY	78/735,814
FLAME & ARROW (design)	78/904,000
FLAME (design)	78/689,181
FLAME (design)	78/689,180
FLAME (design)	77/059,497
FLAME (design)	78/689,177
FLAME COUPLE (design)	78/689,174
FLAME COUPLE (design)	78/689,194
FLAME MAN (design)	78/689,185
FLAME MAN (design)	78/689,184

Mark	Application No.
FLAME MAN (design)	78/689,183
FRIEND BEACON	77/012,577
GLASS	77/054,556
HELIO	77/687,135
HELIO	77/058,563
HELIO	78/686,801
HELIO (stylized)	78/689,187
HELIO BEACON	77/013,717
HELIO DRIFT	77/019,651
HELIO SNOW DRIFT	77/019,635
HERO	78/815,563
SNOW DRIFT	77/019,646
VIDEO VIRUS	77/199,605