

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest Recorded at Reel 3394, Frame 0689

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Virgin Entertainment Holdings, Inc., as co-collateral agent		11/24/2009	CORPORATION:
Spring Spectrum L.P., as co-collateral agent		11/24/2009	LIMITED PARTNERSHIP:

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: 46

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

OP \$1165.00 78613516

Serial Number:	78546438	SHORTY
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:	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:	78893741	ADTIME
Serial Number:	78711262	INNER CIRCLE
Serial Number:	78865838	OYSTR
Serial Number:	78871946	SLICE
Serial Number:	78848824	SUGAR MAMA
Serial Number:	78722576	SWITCH_BACK
Serial Number:	78893734	TEXTIME
Serial Number:	78524415	CHRISMAHANUKWANZAKAH
Serial Number:	78568337	FRESH LICK\$
Serial Number:	78568341	FRESH LICKS
Serial Number:	78574063	GOPHER
Serial Number:	78631211	NO SEAS NORMAL
Serial Number:	78631209	NO SOY NORMAL
Serial Number:	78529603	SIMONE
Serial Number:	78533456	TEXT FEST
Serial Number:	78802032	SERVING THE GREATER GOOD
Serial Number:	78865958	SQUAWKER
Serial Number:	78923287	STGG
Serial Number:	78741818	SWITCHBACK
Serial Number:	78893732	TUBETIME
Serial Number:	78904946	VAM

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

source=VMU - VEH - Sprint Trademark Termination#page1.tif
source=VMU - VEH - Sprint Trademark Termination#page2.tif
source=VMU - VEH - Sprint Trademark Termination#page3.tif
source=VMU - VEH - Sprint Trademark Termination#page4.tif
source=VMU - VEH - Sprint Trademark Termination#page5.tif
source=VMU - VEH - Sprint Trademark Termination#page6.tif

**TERMINATION AND RELEASE
OF SECURITY INTEREST IN TRADEMARKS**

THIS TERMINATION AND RELEASE dated as of November 24, 2009, from Virgin Entertainment Holdings, Inc. and Sprint Spectrum L.P., in their capacity as co-collateral agents (collectively, the "Collateral Agents"), to Virgin Mobile USA, L.P.

WITNESSETH:

WHEREAS, pursuant to the Subordinated 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 19, 2006 (as amended restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), Virgin Mobile USA, L.P. (f/k/a Virgin Mobile USA, LLC; the "Grantor") granted to the Collateral Agents 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 19, 2006, in favor of the Collateral Agents (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 3394, Frame 0689 on September 21, 2006; and

WHEREAS, the Collateral Agents now desire to terminate and release the entirety of their 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, the Collateral Agents hereby state 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. The Collateral Agents hereby terminate, release, and discharge their 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 the Collateral Agents have 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 of Grantor which may exist by reason of infringement of the Trademark Collateral, such right, title, or interest shall hereby cease and become void.

[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.

VIRGIN ENTERTAINMENT HOLDINGS, INC.
as Collateral Agent

By: 
Name: James M. Cahillane
Title: Vice President & Secretary

SPRINT SPECTRUM L.P.
as Collateral Agent


By: _____
Name: _____
Title: _____

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.

VIRGIN ENTERTAINMENT HOLDINGS, INC.
as Collateral Agent

By: _____
Name: _____
Title: _____

SPRINT SPECTRUM L.P.
as Collateral Agent

By:  _____
Name: Keith O. Cowan
Title: Vice President

**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
THE SNAPPER	78/653,971	3,124,968

Mark	Application No.	Registration No.
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
ADTIME	78/893,741	3,321,670
INNER CIRCLE	78/711,262	3,262,826
OYSTR	78/865,838	3,254,324
SLICE	78/871,946	3,321,545
SUGAR MAMA	78/848,824	3,314,488
SWITCH_BACK	78/722,576	3,299,352
TEXTIME	78/893,734	3,321,669

B. U.S. Trademark Applications for Registration

Mark	Application No.
CHRISMAHANUKWANZAKAH	78/524,415
FRESH LICK\$	78/568,337
FRESH LICKS	78/568,341
GOPHER	78/574,063

Mark	Application No.
NO SEAS NORMAL	78/631,211
NO SOY NORMAL	78/631,209
SIMONE	78/529,603
TEXT FEST	78/533,456
SERVING THE GREATER GOOD	78/802,032
SQUAWKER	78/865,958
STGG	78/923,287
SWITCHBACK	78/741,818
TUBETIME	78/893,732
VAM	78/904,946