

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418529

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF FIRST PRIORITY AND JUNIOR PRIORITY SECURITY INTEREST IN TRADEMARK RIGHTS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VIRGIN MOBILE USA, L.P.		02/03/2017	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	DEUTSCHE BANK TRUST COMPANY AMERICAS
Street Address:	60 WALL STREET
Internal Address:	16TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Banking Corporation: NEW YORK

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4335891	A HIGHER CALLING
Registration Number:	3978878	ASSURANCE WIRELESS
Registration Number:	4219384	CHASER
Registration Number:	3962866	COMMON CENTS MOBILE
Registration Number:	3962955	COMMON CENTS MOBILE
Registration Number:	3410079	CONTACT VAULT
Registration Number:	3596600	HELIO
Registration Number:	4042899	PAYLO
Registration Number:	3926660	ROUND DOWN

CORRESPONDENCE DATA

Fax Number: 2124552502

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (212) 455-3605

Email: ksolomon@stblaw.com

Correspondent Name: GENEVIEVE DORMENT, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

CH \$240.00 4335891

Address Line 2: 425 LEXINGTON AVENUE
Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/1490

NAME OF SUBMITTER: Genevieve Dorment

SIGNATURE: /gd/

DATE SIGNED: 03/06/2017

Total Attachments: 5

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GRANT OF FIRST PRIORITY AND JUNIOR PRIORITY SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF FIRST PRIORITY AND JUNIOR PRIORITY SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of February 3, 2017 is made by VIRGIN MOBILE USA, L.P., a Delaware limited partnership (the "Grantor"), located at 6200 Sprint Parkway, Overland Park, KS 66251, in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Trustee (in such capacity, the "Collateral Trustee") under the Collateral Trust Agreement, dated as of February 3, 2017 (the "Collateral Trust Agreement"), among, inter alia, Grantor, Sprint Communications, Inc., the Collateral Trustee and various Holder Representatives.

WITNESSETH:

WHEREAS, pursuant to various Secured Instruments certain Secured Parties have made extensions of credit and other accommodations to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Collateral Trust Agreement, the Grantor has executed and delivered a Security Agreement, dated as of February 3, 2017, in favor of the Collateral Trustee (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor has (x) pledged and granted to the Collateral Trustee, for the benefit of the First Priority Secured Parties, a continuing security interest in all Intellectual Property, including its Trademarks and (y) pledged and granted to the Collateral Trustee, for the benefit of the Junior Priority Secured Parties, a continuing security interest in all Intellectual Property, including its Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Secured Parties to enter into their respective Secured Instruments and to induce the Secured Parties to make their respective extensions of credit or other accommodations to the Grantor thereunder, the Grantor hereby agrees with the Collateral Trustee, for the applicable ratable benefit of the First Priority Secured Parties and Junior Priority Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Trust Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest to First Priority Secured Parties. The Grantor hereby pledges and grants a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks listed on Schedule A hereto (the "Collateral"), to the Collateral Trustee for the benefit of the First Priority Secured Parties to secure payment, performance and observance of the First Priority Secured Obligations. Notwithstanding the foregoing, the Collateral does not and shall not include any Excluded Assets.

SECTION 3. Grant of Security Interest to Junior Priority Secured Parties. The Grantor hereby pledges and grants a continuing security interest in all of the Grantor's right, title and

interest in, to and under the Collateral to the Collateral Trustee for the benefit of the Junior Priority Secured Parties to secure payment, performance and observance of the Junior Priority Secured Obligations.

SECTION 4. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Trustee for the benefit of the First Priority Secured Parties and Junior Priority Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Collateral Trustee and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Trustee and the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Collateral Trust Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

VIRGIN MOBILE USA, L.P.,
as Grantor

By:



Name: Janet M. Duncan

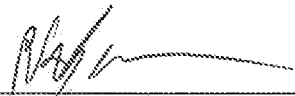
Title: Vice President and Treasurer

{Signature Page to Grant of Security Interest in Trademark Rights}

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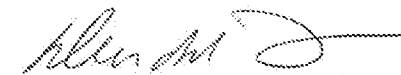
DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Trustee

By:



Name: Randy Kahn
Title: Vice President

By:



Name: Deirdre Lewis
Title: Vice President

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006002 FRAME: 0033

Schedule A

U.S. Trademark Registrations and Applications

OwnerName	TrademarkName	Status	AppNumber	RegNumber	FileDate	RegDate
Virgin Mobile USA, L.P.	A Higher Calling	Registered	85524586	4335891	25-Jan-12	14-May-13
Virgin Mobile USA, L.P.	ASSURANCE WIRELESS	Registered	77859305	3978878	28-Oct-09	14-Jun-11
Virgin Mobile USA, L.P.	CHASER	Registered	85461447	4219384	1-Nov-11	2-Oct-12
Virgin Mobile USA, L.P.	Common Cents Mobile	Registered	77919485	3962866	25-Jan-01	17-May-11
Virgin Mobile USA, L.P.	Common Cents Mobile Logo w/C Design	Registered	77938053	3962955	17-Feb-10	17-May-11
Virgin Mobile USA, L.P.	CONTACT VAULT	Registered	77136511	3410079	21-Mar-07	8-Apr-08
Virgin Mobile USA, L.P.	HELIO	Registered	78689188	3596600	9-Aug-05	24-Mar-09
Virgin Mobile USA, L.P.	PAYLO (Stylized)	Registered	85026067	4042899	29-Apr-10	18-Oct-11
Virgin Mobile USA, L.P.	ROUND DOWN	Registered	77880724	3926660	25-Nov-09	1-Mar-11