

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Spirit Airlines, Inc.		07/12/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank Northwest, National Association, F/B/O Noteholders
Street Address:	299 S. Main Street, 12th Floor
Internal Address:	Michael D. Hoggan, Vice President
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84111
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2339635	SPIRIT AIRLINES, INC.
Registration Number:	2216946	CATCH THE SPIRIT!
Serial Number:	76528681	SPIRIT AIRLINES
Serial Number:	78635696	SPIRIT OF FORT LAUDERDALE
Serial Number:	78635680	SPIRIT OF DETROIT
Serial Number:	78635719	SPIRIT OF THE CARIBBEAN
Serial Number:	78635728	SPIRIT OF JAMAICA
Serial Number:	78635748	SPIRIT OF THE BAHAMAS
Serial Number:	78636837	SPIRIT CASINO EXCURSIONS

CORRESPONDENCE DATA

Fax Number: (212)822-5423
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-530-5423

CH \$240.00 2339635

Email: jnici@milbank.com
Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP
Address Line 1: One Chase Manhattan Plaza
Address Line 2: Rm. 4680
Address Line 4: New York, NEW YORK 10005-1413

NAME OF SUBMITTER:	Janis Nici
Signature:	/janis nici/
Date:	08/03/2005

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of July 12, 2005 (the "Agreement"), is made by Spirit Airlines, Inc., a Delaware corporation ("SAI"), in favor of Wells Fargo Bank Northwest, National Association, as collateral agent (in such capacity, together with any successors or assigns in such capacity, the "Collateral Agent" or "Agent"), for the benefit of the Noteholders (defined below).

W I T N E S S E T H:

WHEREAS, on July 12, 2005, SAI, Spirit Aviation Services, LLC, a Michigan limited liability company, and the Collateral Agent, on the one hand, and the Purchasers named therein, any other future purchasers of Notes under the Purchase Agreement and their respective successors and assigns (collectively, the "Noteholders" and, each individually a "Noteholder"), Goldman Sachs Credit Partners L.P., and Jacob Schorr, Julianne B. Schorr, The David B. Schorr Trust, The Elliot A. Schorr Trust, The Raphael A. Schorr Trust, The Dina L. Schorr Trust, Selvin Passen and Mark S. Kahan, on the other hand, entered into that certain Collateral Agency, Subordination and Intercreditor Agreement (the "Collateral Agency, Subordination and Intercreditor Agreement");

WHEREAS, on July 12, 2005, in connection with the Collateral Agency, Subordination and Intercreditor Agreement, SAI entered into that certain Amended and Restated Security Agreement and Chattel Mortgage (the "Security Agreement"), in favor of the Collateral Agent under the Security Agreement, for the benefit of the Noteholders, pursuant to which SAI granted to the Collateral Agent a lien on and security interest in the Collateral defined therein; and

WHEREAS, pursuant to the Collateral Agency, Subordination and Intercreditor Agreement and the Security Agreement, SAI is required to execute and deliver to the Collateral Agent, for the benefit of the Noteholders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SAI hereby agrees as follows:

SECTION 1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agency, Subordination and Intercreditor Agreement or the Security Agreement.

SECTION 2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. SAI, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Note Obligations of SAI, hereby grants to Collateral Agent, for the benefit of the Noteholders, a lien on and security interest in all of its title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) each Trademark and Trademark registration, including, without limitation, the Trademarks and Trademark registrations (together with any reissues, continuations or extensions thereof) referred to in Schedule I annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark or Trademark registration;

(b) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule I annexed hereto, the Trademark registrations if and when issued with respect to pending or future applications and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

SECTION 3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Noteholders pursuant to the Security Agreement. SAI hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. All rights and remedies provided for herein to the Collateral Agent and all obligations of SAI hereunder are subject to the applicable terms and provisions of the Collateral Agency, Subordination and Intercreditor Agreement.

SECTION 4. **NOTICES.** Except as otherwise specified herein, any notices or other communications required or permitted hereunder shall be given in the manner provided for in the Collateral Agency, Subordination and Intercreditor Agreement.

SECTION 5. **CONTINUING SECURITY INTEREST; TRANSFER OF NOTE OBLIGATIONS.** This Agreement shall create a continuing security interest in the Trademark Collateral and shall (i) remain in full force and effect until the payment in full in cash of all of the Note Obligations, (ii) be binding upon SAI, its successors and assigns and (iii) inure, together with the rights and remedies of the Collateral Agent hereunder, to the benefit of the Collateral Agent, the Noteholders and each of their respective successors, transferees and assigns; no other persons (including, without limitation, any other creditor of SAI) shall have any interest herein or any right or benefit with respect hereto. Without limiting the generality of the foregoing clause (iii) and subject in each case to the provisions of the Collateral Agency, Subordination and Intercreditor Agreement and the applicable Financing Documents, the Noteholders may assign or otherwise transfer any indebtedness held by it secured by this Agreement to any other person or entity, and such other person or entity shall thereupon become vested with all the benefits in respect thereof granted to the Noteholders herein or otherwise. The exercise of any rights and remedies under this Section shall be at all times subject to the terms and conditions of the Collateral Agency, Subordination and Intercreditor Agreement.

SECTION 6. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. **SECURITY INTEREST ABSOLUTE.** The obligations of SAI hereunder shall remain in full force and effect without regard to, and shall not be impaired by, (i) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of SAI, except to the extent that the enforceability thereof may be limited by any such event; (ii) any exercise or non-exercise, or any waiver of, any right, remedy, power or privilege under or in respect of this Agreement or any other Financing Documents; (iii) any amendment to or modification of any Financing Document or any security for any of the Secured Obligations, whether or not SAI shall have notice or knowledge of any of the foregoing; (iv) any lack of validity or enforceability of the Financing Documents or any other agreement or instrument relating thereto; or (v) any other circumstances which might otherwise constitute a defense available to, or a discharge of, SAI.

SECTION 8. **SEVERABILITY OF PROVISIONS.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

SECTION 9. **HEADINGS.** Section headings used in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

SECTION 10. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same Agreement. A set of the counterparts executed by all the parties hereto shall be lodged with SAI and the Collateral Agent. Faxes or photocopies of signed signature pages shall be enforceable as original signatures.

SECTION 11. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon SAI and its successors and assigns and shall inure to the benefit of the Collateral Agent and the Noteholders and their respective successors and assigns; provided, that SAI may not transfer or assign any or all of its rights or obligations hereunder without the prior written consent of the Collateral Agent. All agreements, statements, representations and warranties made by SAI herein or in any certificate or other instrument delivered by SAI or on its behalf under this Agreement shall be considered to have been relied upon by the Noteholders and shall survive the execution and delivery of this Agreement and the other Financing Documents regardless of any investigation made by the Noteholders or on their behalf.

SECTION 12. **REMEDIES CUMULATIVE: FEES AND EXPENSES.**

(a) No failure or delay on the part of the Collateral Agent in exercising, and no course of dealing with respect to, any right, power or remedy under this Agreement and no

notice or demand which may be given to or made upon SAI with respect to any such right, power or remedy, shall constitute a waiver thereof or limit or impair the right of the Collateral Agent to take any other or similar action or to exercise any other right, power or remedy granted in this Agreement or otherwise available to the Collateral Agent nor shall any single or partial exercise by the Collateral Agent of any right, power or remedy under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or remedy granted in this Agreement or otherwise available to the Collateral Agent or prejudice its and their rights against SAI in any respect. Each and every remedy of the Collateral Agent shall be cumulative and shall not be exclusive of any other remedies provided now or hereafter at law, in equity or otherwise.

(b) SAI agrees to pay on demand all reasonable out-of-pocket costs and expenses of Collateral Agent and the Noteholders (including reasonable attorney's fees and costs and any Taxes) in connection with the preparation, execution, syndication, delivery and administration (including perfection and protection of any Collateral and the fees and expenses of the Collateral Agent and the Noteholders) of this Agreement and all other documents provided for herein or delivered or to be delivered hereunder or in connection herewith (including any amendment, supplement, forbearance or waiver to any Financing Document), whether or not the transactions contemplated hereby or thereby shall be consummated, and all reasonable out-of-pocket costs and expenses (including reasonable attorney's fees and costs and any Taxes) incurred by Collateral Agent or the Noteholders after an Event of Default in connection with the collection of the Note Obligations or the enforcement of this Agreement the other Financing Documents or any such other documents or during any workout, restructuring or negotiations in respect thereof, including all reasonable out-of-pocket costs and expenses (including reasonable attorney's fees and costs and any Taxes) incurred by Collateral Agent or the Noteholders after the commencement of a case by SAI under any Bankruptcy Law.

SECTION 13. **INTERCREDITOR AGREEMENT CONTROLS**. The exercise of any rights and remedies under this Agreement shall be at all times subject to the terms and conditions of the Collateral Agency, Subordination and Intercreditor Agreement.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, SAI has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Spirit Airlines, Inc.,
a Delaware corporation

By: 
Name: Brooke Mayger
Title: V.P. Technical Services

"Executed out of State - Detroit, MI"

[Signature Page to Trademark Security Agreement (nh)]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
1. SPIRIT AIRLINES, INC.	2,339,635; IC 39	
2. CATCH THE SPIRIT	2,216,946; IC 39	
3. SPIRIT AIRLINES Logo	Trademark App. No. 7,652,681 IC 39 (<i>Registration Pending</i>)	
4. SPIRIT OF FORT LAUDERDALE	Serial No. 78,635,696 IC 35, 39 (<i>Registration Pending</i>)	
5. SPIRIT OF DETROIT	Serial No. 78,635,680 IC 35, 39 (<i>Registration Pending</i>)	
6. SPIRIT OF THE CARIBBEAN	Serial No. 78,635,719 IC 35, 39 (<i>Registration Pending</i>)	
7. SPIRIT OF JAMAICA	Serial No. 78,635,728 IC 35, 39 (<i>Registration Pending</i>)	
8. SPIRIT OF THE BAHAMAS	Serial No. 78,635,748 IC 35, 39 (<i>Registration Pending</i>)	
9. SPIRIT CASINO EXCURSIONS	Serial No. 78,636,837 IC 16, 35, 39 (<i>Registration Pending</i>)	