

**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.		07/13/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Wells Fargo Bank Northwest, National Association, as Collateral Agent, F/B/O Existing Shareholder Noteholders
Street Address:	299 S. Main Street
Internal Address:	Attn: Michael D. Hoggan, 12th floor
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84111
Entity Type:	National Association:

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Serial Number:	78433023	SPIRIT AIRLINES
Serial Number:	78432990	SPIRIT PLUS
Serial Number:	78758536	FREE SPIRIT
Serial Number:	78762260	SMILE HIGH CLUB

**CORRESPONDENCE DATA**

Fax Number: (212)822-5423  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-530-5423  
 Email: jnici@milbank.com  
 Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP  
 Address Line 1: One Chase Manhattan Plaza  
 Address Line 2: Rm. 4640  
 Address Line 4: New York, NEW YORK 10005

CH \$115.00 78433023

ATTORNEY DOCKET NUMBER:	33560-16300
NAME OF SUBMITTER:	Janis Nici
Signature:	/janis nici/
Date:	07/18/2006

**Total Attachments: 7**

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## SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT dated as of July 13, 2006 (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"), for the benefit of Jacob Schorr, Julianne B. Schorr, the David B. Schorr Trust u/t/a dated December 31, 1977, the Dina L. Schorr Trust u/t/a dated July 1, 1980, the Elliott A. Schorr Trust u/t/a dated December 31, 1977, the Raphael A. Schorr Trust u/t/a dated December 31, 1977 and Mark Kahan (collectively in their capacities as holders of Pari Existing Shareholders Notes, the "Existing Shareholder Noteholders").

### W I T N E S S E T H:

**WHEREAS**, SAI, Spirit Aviation Services, LLC, a Michigan limited liability company ("SAS"), Goldman Sachs Credit Partners, L.P. ("GS"), the Collateral Agent, the Purchasers party thereto and the Existing Shareholder Noteholders party thereto, entered into that certain Collateral Agency, Subordination and Intercreditor Agreement (the "First Collateral Agency, Subordination and Intercreditor Agreement"), dated as of July 12, 2005;

**WHEREAS**, SAI, SAS, the Collateral Agent, GS, the Noteholders party to the First Collateral Agency, Subordination and Intercreditor Agreement, the Existing Shareholder Noteholders party to the First Collateral Agency, Subordination and Intercreditor Agreement, OCM Spirit Holdings III, LLC, a Delaware limited liability company ("Holdings III"), Indigo Florida L.P., a Cayman Islands exempt limited partnership ("Indigo Florida") and Indigo Miramar LLC, a Delaware limited liability company ("Indigo Miramar") executed and delivered that certain Amended and Restated Collateral Agency, Subordination and Intercreditor Agreement (as amended from time to time, the "Collateral Agency, Subordination and Intercreditor Agreement"), dated as of July 13, 2006, pursuant to which, among other things, Holdings III, Indigo Florida and Indigo Miramar joined the Collateral Agency, Subordination and Intercreditor Agreement as Purchasers and Noteholders (the Purchasers party to the Collateral Agency, Subordination and Intercreditor Agreement, and their respective successors and assigns are collectively, the "Noteholders" and, each individually a "Noteholder");

**WHEREAS**, in connection with the Collateral Agency, Subordination and Intercreditor Agreement, SAI entered into those certain seven Amendments (each an "Amendment") to Security Agreement and Chattel Mortgage each dated as of July 12, 2005 (each such Security Agreement and Chattel Mortgage, as amended as of the date hereof and hereafter, a "Security Agreement"), in favor of each individual Existing Shareholder Noteholder, respectively, and the Collateral Agent pursuant to which SAI acknowledged that Collateral Agent held the liens granted under the respective Security Agreements, as agent for each respective Existing Shareholder Noteholder, and granted to the Collateral Agent, as agent for each respective Existing Shareholder Noteholder, a lien on and security interest in the Collateral defined in such Amendments; and

**WHEREAS**, pursuant to the Collateral Agency, Subordination and Intercreditor Agreement and each of the Security Agreements, SAI is required to execute and deliver to the Collateral Agent, for the benefit of the Existing Shareholder Noteholders, this Agreement to evidence SAI's granting to Collateral Agent of a lien and security interest certain Trademarks that have been acquired by SAI since July 12, 2005.

**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.

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 respective obligations (the "Secured Obligations") of SAI to each Existing Shareholder Noteholder evidenced by the Pari Existing Shareholders Notes made by SAI in favor of each such Existing Shareholder Noteholder, hereby grants to Collateral Agent, for the benefit of each Existing Shareholder Noteholder, 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 Existing Shareholder Noteholders pursuant to each respective 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 each respective 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 SECURED 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 Secured 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 Existing Shareholder 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, the Existing Shareholder 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 Existing Shareholder 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; (iii) any amendment to or modification of 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 any agreement or instrument relating to the Secured Obligations; 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 Existing Shareholder 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 Existing Shareholder Noteholders and shall survive the execution and delivery of this Agreement regardless of any investigation made by the Existing Shareholder 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 Existing Shareholder 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 Existing Shareholder 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 Security Agreement), 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 Existing Shareholder Noteholders after an Event of Default in connection with the collection of the

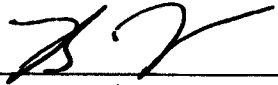
Secured Obligations or the enforcement of this Agreement or any such other documents or during any workout, restructuring or negotiations in respect thereof, including all reasonable out-of-pocket costs and expenses (including reasonable attorney's fees and costs and any Taxes) incurred by Collateral Agent or the Existing Shareholder 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: Vice President of Safety + Security



SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
  
TRADEMARK REGISTRATIONS

MARK

REG. NO.

1. SPIRIT AIRLINES; Serial No. 78/433,023; IC 16, 25, 35, 39 (*Registration Pending*)
2. SPIRIT PLUS; Serial No. 78/432,990; IC 16, 25, 35, 39 (*Registration Pending*)
3. FREE SPIRIT; Serial No. 78/758,536; (*Registration Pending*)
4. SMILE HIGH CLUB; Serial No. 78/762,260; (*Registration Pending*)