

FORM PTO-1594 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
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TM05/REV03

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Docket No.:

20728/33

Tab settings → → → ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
VIRGIN MOBILE USA, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State **Delaware**
 Other _____

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: **FLEET RETAIL FINANCE INC.**

Internal Address: _____

Street Address: **40 Broad Street**

City: **Boston** State: **MA** ZIP: **02109**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Delaware**
 Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes No
 (Designations must be a separate document from
 Additional name(s) & address(es) Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other **Second Amendment to Trademark Security Agreement and Patent Security Agreement**

Execution Date: **July 10, 2003**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

76/359,388 Filed 1/16/02
76/359,375 Filed 1/16/02

Additional numbers

B. Trademark Registration No.(s)

2,687,631

Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Mark S. Leonardo, Esq.**

Internal Address: **Brown Rudnick Berjack Israels LLP**

Street Address: **One Financial Center**

18th Floor, Box IP

City: **Boston** State: **MA** ZIP: **02111**

6. Total number of applications and registrations involved:..... **18**

7. Total fee (37 CFR 3.41):.....\$ **465.00**

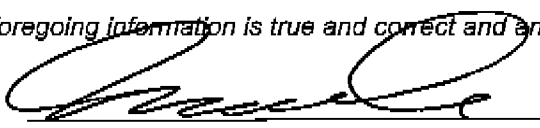
Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

500369

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mark S. Leonardo, Esq. (Reg. No. 41.433)  **August 11, 2003**

Name of Person Signing Signature Date

700039921

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 002658 FRAME: 0498

CH \$465.00 500369 76359388

EXHIBIT A (Cont.)**TRADEMARK APPLICATION NO.(S)**

76/359,544		Filed on 1/16/02
76/397,305		Filed on 4/18/02
76/397,211		Filed on 4/18/02
76/397,306		Filed on 4/18/02
76/425,582		Filed on 6/27/02
76/429,355		Filed on 7/11/02
76/429,126		Filed on 7/11/02
76/458,584		Filed on 10/16/02
76/458,585		Filed on 10/16/02
76/458,586		Filed on 10/16/02
76/524,764		Filed on 6/3/2003
76/516,935		Filed on 5/15/03
76/492,329		Filed on 2/26/03
76/359,465		Filed on 1/16/02
76/359,464		Filed on 1/16/02

#1194915 v1 - 20728/33

**SECOND AMENDMENT TO
TRADEMARK SECURITY AGREEMENT
AND PATENT SECURITY AGREEMENT**

July 10, 2003

THIS AGREEMENT is made between Fleet Retail Finance Inc., a Delaware corporation as agent (in such capacity and in its capacity as collateral agent for the Lenders, herein the "Collateral Agent"), for the benefit of the Lenders party to the Loan Agreement referred to below, and Virgin Mobile USA, LLC, a Delaware limited liability company (the "Borrower").

RECITALS

WHEREAS, the Borrower and Fleet Retail Finance Inc., in its capacity as a lender, entered into a Loan and Security Agreement dated as of December 2, 2002 (the "Original Loan Agreement"), whereby Fleet Retail Finance Inc. agreed to make loans and other financial accommodations up to a principal amount of \$25,000,000. The Original Loan Agreement has been superceded by that certain Amended and Restated Loan and Security Agreement dated as of March 11, 2003 and by that certain Second Amended and Restated Loan and Security Agreement dated as of July 10, 2003 (together with any further amendments and modifications thereto, the "Loan Agreement") among the Borrower, Fleet Retail Finance Inc. (in its capacities as Administrative Agent, Collateral Agent and a Lender) and the other Lenders party thereto. All initially capitalized terms used herein shall have the same meaning as set forth in the Loan Agreement. The Loan Agreement provides for the terms and conditions under which the Revolving Credit Commitments have been increased to \$50,000,000 and syndicated to the

Revolving Credit Lenders identified therein and a Term Loan in the principal amount of \$20,000,000 has been made to the Borrower by the Term Lender identified therein.

WHEREAS, the parties wish to conform the Trademark Security Agreement and Patent Security Agreement, each dated as of December 2, 2002, each executed in connection with the Original Loan Agreement, to the terms and conditions of the Loan Agreement, and each as amended by that certain Amendment to Trademark Security Agreement and Patent Security Agreement dated March 11, 2003 (together with the Trademark Assignment, Patent Assignment and Powers of Attorney executed in connection therewith, the "IP Security Agreements").

AGREEMENT

1. The IP Security Agreements are hereby amended to provide that the liens and security interests granted thereunder shall secure all Liabilities (as defined in the Loan Agreement) of the Borrower, including, without limitation, those under the Term Loan as well as under the Revolving Credit Loans.

2. In all other respects the IP Agreements are ratified and confirmed.

Intentionally Left Blank

FLEET RETAIL FINANCE INC. (as
"Collateral Agent")

By: 

Print Name: Daniel Platt
Title: Vice President

FLEET RETAIL FINANCE INC. (as
"Administrative Agent")

By: 

Print Name: Daniel Platt
Title: Vice President

FLEET RETAIL FINANCE INC. (as
"Lender")

By: 

Print Name: Daniel Platt
Title: Vice President

VIRGIN MOBILE USA, LLC (as
"Borrower")

By: _____

Print Name: _____
Title: _____

WELLS FARGO FOOTHILL, INC. (as
"Lender")

By: _____

Print Name: _____
Title: _____

BACK BAY CAPITAL FUNDING LLC
(as "Term Lender")

By: _____

Print Name: _____
Title: _____

FLEET RETAIL FINANCE INC. (as
"Collateral Agent")

By: _____

Print Name: _____

Title: _____

FLEET RETAIL FINANCE INC. (as
"Lender")

By: _____

Print Name: _____

Title: _____

WELLS FARGO FOOTHILL, INC. (as
"Lender")

By: _____

Print Name: _____

Title: _____

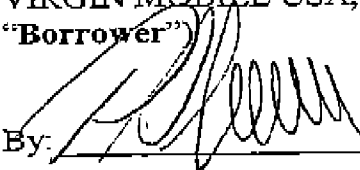
FLEET RETAIL FINANCE INC. (as
"Administrative Agent")

By: _____

Print Name: _____

Title: _____

VIRGIN MOBILE USA, LLC (as
"Borrower")

By:  _____

Print Name: Peter Lurie

Title: General Counsel

BACK BAY CAPITAL FUNDING LLC
(as "Term Lender")

By: _____

Print Name: _____

Title: _____

FLEET RETAIL FINANCE INC. (as
"Collateral Agent")

By: _____

Print Name: _____

Title: _____

FLEET RETAIL FINANCE INC. (as
"Administrative Agent")

By: _____

Print Name: _____

Title: _____

FLEET RETAIL FINANCE INC. (as
"Lender")

By: _____

Print Name: _____

Title: _____

VIRGIN MOBILE USA, LLC (as
"Borrower")

By: _____

Print Name: _____

Title: _____

WELLS FARGO FOOTHILL, INC. (as
"Lender")

By: Juan Barrera

Name: Juan Barrera
Title: Assistant Vice President

BACK BAY CAPITAL FUNDING LLC
(as "Term Lender")

By: _____

Print Name: _____

Title: _____

FLEET RETAIL FINANCE INC. (as
"Collateral Agent")

By: _____

Print Name: _____

Title: _____

FLEET RETAIL FINANCE INC. (as
"Lender")

By: _____

Print Name: _____

Title: _____

WELLS FARGO FOOTHILL, INC. (as
"Lender")

By: _____

Print Name: _____

Title: _____

FLEET RETAIL FINANCE INC. (as
"Administrative Agent")

By: _____

Print Name: _____

Title: _____

VIRGIN MOBILE USA, LLC (as
"Borrower")

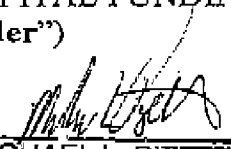
By: _____

Print Name: _____

Title: _____

BACK BAY CAPITAL FUNDING LLC
(as "Term Lender")

By: _____


MICHAEL L. PIZETTE
Managing Director

Print Name: _____

Title: _____