

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U. S. Department of Commerce
Patent and Trademark Office

Form PTO-1594
(rev 06/04)

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies)/Execution Date(s):

Fleet Retail Group, LLC
(f/k/a Fleet Retail Group, Inc. f/k/a Fleet Retail Finance, Inc.)
40 Broad Street
Boston, Massachusetts 02109

Individual(s) Association
 General Partnership Limited Partnership
 Corporation

Other Limited Liability Company

Citizenship Delaware

Execution Date(s) July 14, 2005

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Government Interest Assignment

Other Release of Lien in Trademarks

2. Name and Address of receiving party(ies)

Additional name(s) & address(es) attached? Yes No

Name: Virgin Mobile USA, LLC

Internal Address: _____

Street Address: 10 Independence Boulevard

City: Warren

State: New Jersey

Country: USA Zip: 07059

Association - Citizenship _____
 General Partnership - Citizenship _____

Limited Partnership - Citizenship _____
 Corporation - Citizenship _____

Other Limited Liability Company
Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No.

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

A. Trademark Application No(s).

76524764	76458586	76359544
76359375	76397305	76397211
76397306	76425582	76429355
76429126	76458584	76492329
76359465	76359464	

Additional numbers attached? Yes No

B. Trademark Registration No(s).

2923924	2750029	2687631
2800991		

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

M. Oren Epstein, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036
Tel: (212) 735-2517
Fax: (917) 777-2517
OE Epstein@skadden.com

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 1.21(h) and 3.41) 380

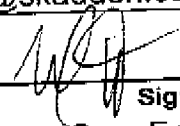
All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 139900/520)

8. Payment Information

Deposit Account No. 19-2385

Authorized user Name: Philip H. Bartels

9. Signature.


Signature
Oren Epstein

July 18, 2005

Date

Name of Person Signing

Total number of pages including cover sheet, and documents:

6

CH \$890.00 192385 76524764

CONTINUATION OF ITEM 4B. Trademark Registration Numbers

B. Trademark Reg. No(s).
1568003
1866770
1305747
1415617
1377915
2219371
1098607
1091325
1911785
1949826
1904370
1944813
1961215
1944812
1947798
1949827
1109181

RELEASE OF LIEN IN TRADEMARKS

This RELEASE OF LIEN IN TRADEMARKS is given as of this 14 day of July 2005 by Fleet Retail Group, LLC (f/k/a, Fleet Retail Group, Inc. f/k/a Fleet Retail Finance Inc.) a Delaware limited liability company, located at 40 Broad Street, Boston, Massachusetts 02109 as agent (in such capacity) and in its capacity as collateral agent for the Lenders (the "Assignor") for the benefit of the Lenders party to the Loan Agreement (as defined below), in favor of Virgin Mobile USA, LLC, a Delaware limited liability company, located at 10 Independence Boulevard, Warren, New Jersey 07059 (the "Assignee"). Capitalized terms not defined herein have the meanings set forth or incorporated in the Trademark Security Agreement or the Loan Agreement, as respectively defined below.

WHEREAS, pursuant to an Amended and Restated Loan and Security Agreement among Assignee, Assignor (in its capacities as Administrative Agent, Collateral Agent and a Lender), and the other Lenders party thereto, dated March 11, 2003, and a Second Amended and Restated Loan and Security Agreement among Assignee, Assignor (in its capacities as Administrative Agent, Collateral Agent and a Lender) and the other Lenders party thereto, dated July 10, 2003 (collectively, the "Loan Agreement"), Assignee granted Assignor a lien on and security interest in certain assets of Assignee associated with or relating to services or products sold or leased under Assignee's trademarks, service marks and trade names listed on Schedule A attached hereto (the "Trademarks") and the goodwill associated therewith, and under which Assignor was entitled to foreclose or otherwise deal with such assets, under the terms and conditions set forth therein, as security for all of the Liabilities, including those under the Term Loans as well as under the Revolving Credit Loans;

WHEREAS, pursuant to the Trademark Security Agreement between Assignee and Assignor (in its capacities as Administrative Agent, Collateral Agent and a Lender), and the other Lenders party thereto, dated December 2, 2002, as amended by the Amendment to the Trademark Security Agreement and Patent Security Agreement, dated March 11, 2003, and the Second Amendment to Trademark Security Agreement and Patent Security Agreement, dated July 10, 2003 (together with all Exhibits and the Power of Attorney, dated December 2, 2002, the "Trademark Security Agreement"), in consideration of and pursuant to the terms of the Loan Agreement, and for other good, valuable and sufficient consideration, and to secure the Liabilities, Assignee granted to Assignor a lien on and security interest in all of its present and future right, title and interest in and to the Trademarks, together with all the goodwill of Assignee associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including,

without limitation, license royalties and proceeds of infringement suits, (collectively, the "Trademark Collateral").

WHEREAS, the Trademark Security Agreement, as amended by the Amendment to Trademark Security Agreement and Patent Security Agreement was recorded in the United States Patent and Trademark Office (the "USPTO") on April 16, 2003 at Reel 2713 and Frame 0795, and the Second Amendment to Trademark Security Agreement and Patent Security Agreement was recorded in the USPTO on August 12, 2003 at Reel 2698 and Frame 0498.

WHEREAS, Assignee has completely and timely performed all of the obligations in accordance with the terms and provisions of the Loan Agreement and the Trademark Security Agreement and Assignor desires to release its security interest, and assign all right, title and interest in the Trademark Collateral to Assignee, and terminate the corresponding Power of Attorney.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby releases its security interest and assigns all of its right, title and interest in the Trademark Collateral to Assignee, reverts Assignee with full title to the Trademark Collateral, and terminates the Power of Attorney.

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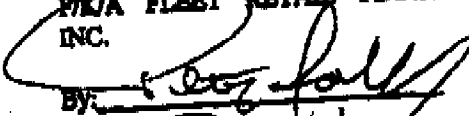
BANK OF AMERICA

16174344160 P.03/04

IN WITNESS WHEREOF, Assignor has caused this RELEASE OF LIEN IN TRADEMARKS to be duly executed as of the date above first written.

ASSIGNOR

FLEET RETAIL GROUP, LLC
F/K/A FLEET RETAIL GROUP, INC.
F/K/A FLEET RETAIL FINANCE
INC.

By: 

Name: Peter Foley

Title: Vice President

TRADEMARK RELEASE SIGNATURE PAGE

SCHEDULE A TO RELEASE OF LIEN IN TRADEMARKS

Country	Trademark	App. No./ Filing Date	Reg. No./ Issue Date	Owner
United States	MR. HAPPY	76/524764 (6/3/2003)		Virgin Mobile USA, LLC
United States	LIVE WITHOUT A PLAN	76/516935 (5/15/2003)	2923924 (2/1/2005)	Virgin Mobile USA, LLC
United States	THE SUPER MODEL	76/458586 (10/16/2002)		Virgin Mobile USA, LLC
United States	THE PARTY ANIMAL	76/458585 (10/16/2002)	2750029 (8/12/2003)	Virgin Mobile USA, LLC
United States	THE SUPER MODEL	76/359544 (1/16/2002)		Virgin Mobile USA, LLC
United States	RESCUE RING	76/359415 (1/16/2002)	2687631 (2/11/2003)	Virgin Mobile USA, LLC
United States	THE PARTY ANIMAL	76/359388 (1/16/2002)	2800991 (12/30/2003)	Virgin Mobile USA, LLC
United States	THE ROCK STAR	76/359375 (1/16/2002)		Virgin Mobile USA, LLC
United States	TM EASY: TAKE ME HOME, TURN ME ON	76/397305 (4/18/2002)		Virgin Mobile USA, LLC
United States	PLA WITH ME: MUSIC MESSAGING AND MORE	76/397211 (4/18/2002)		Virgin Mobile USA, LLC
United States	THE MORE YOU TALK THE CHEAPER IT GETS	76/397306 (4/18/2002)		Virgin Mobile USA, LLC
United States	CELL DEFENSE	76/425582 (6/27/2002)		Virgin Mobile USA, LLC
United States	CENTRAL INTELLIGENCE	76/429355 (7/11/2002)		Virgin Mobile USA, LLC
United States	CENTRAL INTELLIGENCE ADVISOR	76/429126 (7/11/2002)		Virgin Mobile USA, LLC
United States	THE ROCK STAR	76/458584 (10/16/2002)		Virgin Mobile USA, LLC
United States	AMERICAN ODDBALL	76/492329 (2/26/2003)		Virgin Mobile USA, LLC
United States	30/15 PLAN	76/359465 (1/16/2002)		Virgin Mobile USA, LLC
United States	25/10 PLAN	76/359464 (1/16/2002)		Virgin Mobile USA, LLC