

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Virgin Mobile USA, LLC		07/19/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Virgin Entertainment Holdings, Inc.
Street Address:	5757 Wilshire Blvd. Ste 300
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90036
Entity Type:	CORPORATION: DELAWARE

Name:	Sprint Spectrum L.P.
Street Address:	6200 Sprint Parkway
City:	Overland Park
State/Country:	KANSAS
Postal Code:	66251
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Registration Number:	3009555	FIRST DIBS RINGTONES
Registration Number:	3042855	K9
Registration Number:	2923924	LIVE WITHOUT A PLAN
Registration Number:	2993520	MONTH2MONTH
Registration Number:	3108205	SERVICE PRESERVER
Registration Number:	3042664	SUPERPHONIC RINGTONES
Registration Number:	2687631	RESCUE RING

CH \$1165.00 3009555

Registration Number:	2800991	THE PARTY ANIMAL
Registration Number:	2750029	THE PARTY ANIMAL
Registration Number:	2689098	VIRGIN
Registration Number:	2689097	VIRGIN
Registration Number:	2870028	VIRGIN XTRAS
Registration Number:	2770775	VIRGIN MOBILE
Registration Number:	2770776	VIRGIN MOBILE
Registration Number:	3100295	VIRGIN XL
Serial Number:	78893741	ADTIME
Serial Number:	78613516	CHAT PARK
Serial Number:	78524415	CHRISMAHANUKWANZAKAH
Serial Number:	78507220	DAY2DAY
Serial Number:	78447538	FLASHER V7
Serial Number:	78568337	FRESH LICK\$
Serial Number:	78568341	FRESH LICKS
Serial Number:	78574063	GOPHER
Serial Number:	78711262	INNER CIRCLE
Serial Number:	78490251	K10 ROYALE
Serial Number:	78617376	MINUTE2MINUTE
Serial Number:	78631211	NO SEAS NORMAL
Serial Number:	78631209	NO SOY NORMAL
Serial Number:	78865838	OYSTR
Serial Number:	78654065	PLAYERS CLUB
Serial Number:	78802032	SERVING THE GREATER GOOD
Serial Number:	78546438	SHORTY
Serial Number:	78529603	SIMONE
Serial Number:	78871946	SLICE
Serial Number:	78578614	SNAPPER
Serial Number:	78865958	SQUAWKER
Serial Number:	78923287	STGG
Serial Number:	78848824	SUGAR MAMA
Serial Number:	78722576	SWITCH_BACK
Serial Number:	78741818	SWITCHBACK
Serial Number:	78533456	TEXT FEST
Serial Number:	78893734	TEXTIME

Serial Number:	78653971	THE SNAPPER
Serial Number:	78893732	TUBETIME
Serial Number:	78617730	USER
Serial Number:	78904946	VAM

CORRESPONDENCE DATA

Fax Number: (212)556-2222

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 556-2100

Email: nytrademarks@kslaw.com

Correspondent Name: Clark W. Lackert

Address Line 1: 1185 Avenue of the Americas

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	53253-080003-7845
NAME OF SUBMITTER:	Clark W. Lackert
Signature:	/Clark W. Lackert/
Date:	09/21/2006

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 19, 2006, between each of the undersigned (each, a "Grantor"), and Virgin Entertainment Holdings, Inc. and Sprint Spectrum L.P., in their capacity as co-collateral agents under the Guarantee and Collateral Agreement referred to below (collectively, the "Collateral Agents").

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Subordinated Credit Agreement, dated as of July 19, 2006 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Virgin Mobile USA, LLC ("Borrower"), and Virgin Entertainment Holdings, Inc. and Sprint Spectrum L.P., as lenders thereunder (together with their permitted assigns, the "Lenders"), the Lenders have severally agreed to make extensions of credit to the Borrower on the terms set forth therein;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of July 19, 2006 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), between the Grantors and the Collateral Agents, each Grantor granted to the Collateral Agents an equal and ratable security interest in all of such Grantor's right, title and interest in, to and under all Collateral (as defined in the Guarantee and Collateral Agreement), including the Trademark Collateral (as defined below), and all Collateral, in each case whether now owned or existing or hereafter acquired or arising and wherever located, to secure the prompt and complete payment when due of the Obligations (as defined in the Guarantee and Collateral Agreement) for the ratable benefit of the Secured Parties (as defined in the Guarantee and Collateral Agreement); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, capitalized terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest in Trademarks

Each Grantor hereby assigns and transfers to the Collateral Agents, and hereby grants to the Collateral Agents, an equal and ratable security interest and continuing lien for the ratable benefit of the Secured Parties on all of such Grantor's right, title and interest in, to and under the Trademarks and Trademark Licenses, including the Trademarks and Trademark Licenses listed in Schedule I, in each case whether now owned or existing or hereafter acquired or arising (collectively, the "Trademark Collateral"), provided that applications filed in the U.S. Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such marks will not be deemed Trademark Collateral unless and until

the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such applications shall be automatically subject to the lien granted herein and deemed included in the Trademark Collateral.

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for the prompt and complete payment and performance when due (whether at the Stated Maturity, by acceleration or otherwise) of such Grantor's Obligations, subject to the terms and conditions of the Guarantee and Collateral Agreement.

Section 4. Guarantee and Collateral Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agents pursuant to the Guarantee and Collateral Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agents with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall control.

Section 5. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Collateral Agents.

Section 6. GOVERNING LAW

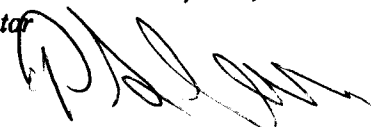
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGE FOLLOWS]

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

VIRGIN MOBILE USA, LLC,
as Grantor

By: _____


Name: PETER LORIE
Title: GENERAL COUNSEL

ACCEPTED AND AGREED
as of the date first above written:

SPRINT VENTURES, INC.,
as a Collateral Agent

By: _____
Name:
Title:

VIRGIN ENTERTAINMENT HOLDINGS, INC.,
as a Collateral Agent

By: _____
Name:
Title:

TRADEMARK SECURITY AGREEMENT SIGNATURE PAGE

TRADEMARK
REEL: 003394 FRAME: 0694

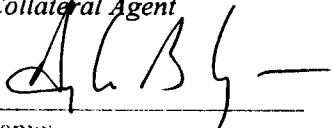
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

VIRGIN MOBILE USA, LLC,
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

SPRINT SPECTRUM L.P.,
as a Collateral Agent

By:  _____
Name: Douglas B. Lynn
Title: Vice President

VIRGIN ENTERTAINMENT HOLDINGS, INC.,
as a Collateral Agent

By: _____
Name:
Title:

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

VIRGIN MOBILE USA, LLC,
as Grantor

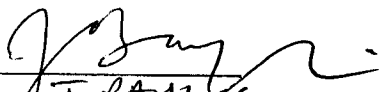
By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

SPRINT SPECTRUM L.P.,
as a Collateral Agent

By: _____
Name:
Title:

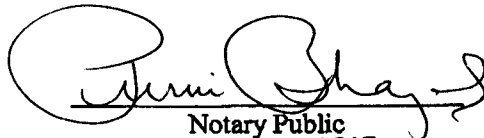
VIRGIN ENTERTAINMENT HOLDINGS, INC.,
as a Collateral Agent

By: 
Name: J. BAYLESS
Title: ATTORNEY

ACKNOWLEDGEMENT OF GRANTOR

STATE OF NEW JERSEY
)
) ss.
COUNTY OF MIDDLESEX)

On this 6th day of SEPTEMBER, 2004, before me personally appeared PETER LURIE, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of VIRGIN MOBILE USA, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public
PURVI BHAGAT
Notary Public - State of New Jersey
No. 2302431
Qualified in Middlesex County
My Commission Expires: July 2, 2008

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark	App. No./Reg. No. (Filing/Issue Date)	Record Owner/Liens	Status
ADTIME	78/893,741 (5/26/2006)	Virgin Mobile USA, LLC	PENDING
CHAT PARK	78/613,516 (4/21/2005)	Virgin Mobile USA, LLC	ALLOWED
CHRISMAHANUKWANZAKAH	78/524,415 (11/30/2004)	Virgin Mobile USA, LLC	ALLOWED
DAY2DAY	78/507,220 (10/28/2004)	Virgin Mobile USA, LLC	ALLOWED
FIRST DIBS RINGTONES	3,009,555 (10/25/2005)	Virgin Mobile USA, LLC	REGISTERED
FLASHER V7	78/447,538 (7/8/2004)	Virgin Mobile USA, LLC	ALLOWED
FRESH LICK\$	78/568,337 (2/16/2005)	Virgin Mobile USA, LLC	ALLOWED
FRESH LICKS	78/568,341 (2/16/2005)	Virgin Mobile USA, LLC	ALLOWED
GOPHER	78/574,063 (2/24/2005)	Virgin Mobile USA, LLC	ALLOWED
INNER CIRCLE	78/711,262 (9/12/2005)	Virgin Mobile USA, LLC	PENDING
K10 ROYALE	78/490,251 (9/27/2004)	Virgin Mobile USA, LLC	ALLOWED
K9	3,042,855 (1/10/2006)	Virgin Mobile USA, LLC	REGISTERED
LIVE WITHOUT A PLAN	2,923,924 (2/1/2005)	Virgin Mobile USA, LLC	REGISTERED
MINUTE2MINUTE	78/617,376 (4/26/2005)	Virgin Mobile USA, LLC	PENDING
MONTH2MONTH	2,993,520 (9/6/2005)	Virgin Mobile USA, LLC	REGISTERED
NO SEAS NORMAL	78/631,211 (5/17/2005)	Virgin Mobile USA, LLC	ALLOWED
NO SOY NORMAL	78/631,209 (5/17/2005)	Virgin Mobile USA, LLC	ALLOWED

OYSTR	78/865,838 (4/20/2006)	Virgin Mobile USA, LLC	PENDING
PLAYERS CLUB	78/654,065 (6/20/2005)	Virgin Mobile USA, LLC	PENDING
SERVICE PRESERVER	3,108,205 (6/20/2006)	Virgin Mobile USA, LLC	REGISTERED
SERVING THE GREATER GOOD	78/802,032 (1/30/2006)	Virgin Mobile USA, LLC	PENDING
SHORTY	78/546,438 (1/12/2005)	Virgin Mobile USA, LLC	ALLOWED
SIMONE	78/529,603 (12/9/2004)	Virgin Mobile USA, LLC	ALLOWED
SLICE	78/871,946 (4/28/2006)	Virgin Mobile USA, LLC	PENDING
SNAPPER	78/578,614 (3/2/2005)	Virgin Mobile USA, LLC	PENDING
SQUAWKER	78/865,958 (4/20/2006)	Virgin Mobile USA, LLC	PENDING
STGG	78/923,287 (7/6/2006)	Virgin Mobile USA, LLC	PENDING
SUGAR MAMA	78/848, 824 (3/29/2006)	Virgin Mobile USA, LLC	PENDING
SUPERPHONIC RINGTONES	3,042,664 (1/10/2006)	Virgin Mobile USA, LLC	REGISTERED
SWITCH_BACK	78/722, 576 (9/28/2005)	Virgin Mobile USA, LLC	PENDING
SWITCHBACK	78/741,818 (10/27/2005)	Virgin Mobile USA, LLC	PENDING
TEXT FEST	78/533,456 (12/16/2004)	Virgin Mobile USA, LLC	PENDING
TEXTIME	78/893,734 (5/26/2006)	Virgin Mobile USA, LLC	PENDING
THE SNAPPER	78/653,971 (6/20/2005)	Virgin Mobile USA, LLC	ALLOWED
TUBETIME	78/893,732 (5/26/2006)	Virgin Mobile USA, LLC	PENDING
USER and Design	78/617,730 (4/27/2005)	Virgin Mobile USA, LLC	ALLOWED
RESCUE RING	2,687,631 (10/18/2002)	Virgin Mobile USA, LLC	REGISTERED (SUPPLEMENT AL REGISTER)
THE PARTY ANIMAL	2,800,991 (12/30/2003)	Virgin Mobile USA, LLC	REGISTERED
THE PARTY ANIMAL	2,750,029 (8/12/2003)	Virgin Mobile USA, LLC	REGISTERED

VAM	78/904,946 (6/9/2006)	Virgin Enterprises Ltd.	PENDING
VIRGIN	2,689,098 (2/18/2003)	Virgin Enterprises Ltd.	REGISTERED
VIRGIN (stylized)	2,689,097 (2/18/2003)	Virgin Enterprises Ltd.	REGISTERED
VIRGIN XTRAS	2,870,028 (8/3/2004)	Virgin Enterprises Ltd./Security Interest by JPMorgan	REGISTERED
VIRGIN MOBILE	2,770,775 (10/7/2003)	Virgin Enterprises Ltd./Security Interest by JPMorgan	REGISTERED
VIRGIN MOBILE & DESIGN	2,770,776 (10/7/2003)	Virgin Enterprises Ltd./Security Interest by JPMorgan	REGISTERED
VIRGIN XL	3,100,295 (6/6/2006)	Virgin Enterprises Ltd./Security Interest by JPMorgan	REGISTERED