

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Helio LLC		08/21/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A. as Collateral Agent
Street Address:	1111 Fannin Street
Internal Address:	10th Floor, Attn: Shadia Aminu
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	Financial Institution: TEXAS

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Serial Number:	77338340	ANYLANG MESSENGER
Serial Number:	77145323	CONNECT WITH ALL YOUR FRIENDS
Serial Number:	77145317	CONNECT WITH ALL YOUR FRIENDS
Serial Number:	77145326	CONNECT WITH ALL YOUR FRIENDS
Serial Number:	78735805	DON'T CALL IT A PHONE
Serial Number:	78735810	DON'T CALL IT A PHONE
Serial Number:	78735817	DON'T CALL US A PHONE COMPANY
Serial Number:	78735814	DON'T CALL US A PHONE COMPANY
Serial Number:	78689174	
Serial Number:	78689194	
Serial Number:	78689181	
Serial Number:	78689180	
Serial Number:	77059497	

CH \$1190.00 77338340

Serial Number:	78689177	
Serial Number:	78689185	
Serial Number:	78689184	
Serial Number:	78689183	
Serial Number:	77012577	FRIENDBEACON
Serial Number:	77054556	GLASS
Serial Number:	77084892	HEAT
Serial Number:	78687135	HELIO
Serial Number:	77058563	HELIO
Serial Number:	78687133	HELIO
Serial Number:	78686801	HELIO
Serial Number:	78689187	HELIO
Serial Number:	78689188	HELIO
Serial Number:	78689189	HELIO
Serial Number:	77019651	HELIO DRIFT
Serial Number:	77019635	HELIO SNOW DRIFT
Serial Number:	78815563	HERO
Serial Number:	77283863	MYSTO
Serial Number:	78978035	DON'T CALL IT A PHONE
Serial Number:	78866069	MEDIA MOVER
Serial Number:	78735812	DON'T CALL IT A PHONE
Serial Number:	78815569	KICKFLIP
Serial Number:	78735819	DON'T CALL US A PHONE COMPANY
Serial Number:	78978001	DON'T CALL US A PHONE COMPANY
Serial Number:	77012583	ANSWERRING
Serial Number:	77019658	DRIFT
Serial Number:	77111826	OCEAN
Serial Number:	77138842	FIN
Serial Number:	78689176	
Serial Number:	77013034	BUDDY BEACON
Serial Number:	77013717	HELIO BEACON
Serial Number:	77019646	SNOW DRIFT
Serial Number:	77199605	VIDEO VIRUS
Serial Number:	78904000	

CORRESPONDENCE DATA

Fax Number: (617)951-7050
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (617) 854-2237
Email: mdipalma@ropesgray.com
Correspondent Name: Mary Jane DiPalma
Address Line 1: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	BCCI-091-151
NAME OF SUBMITTER:	Mary Jane DiPalma
Signature:	//Mary Jane DiPalma//
Date:	08/22/2008

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 22, 2008 between each of the undersigned; and JPMorgan Chase Bank, NA. ("Chase"), acting in the capacity of administrative agent for the benefit of itself and the other Lenders (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Amended & Restated Credit Agreement, dated as of July 19, 2005 (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"), the several banks and other financial institutions or entities from time to time parties (the "Lenders"), MERRILL LYNCH PIERCE, FENNER & SMITH INCORPORATED, Chase, and J.P. MORGAN SECURITIES INC., certain affiliates of Borrower must become parties to the Guarantee and Collateral Agreement entered into by the Borrower and certain of its affiliates, of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Assumption Agreement, dated as of August 22, 2008 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Assumption Agreement"), by Helio LLC (the "Additional Grantor"), the Additional Grantor granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of the Additional 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); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Additional Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Additional 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

The Additional Grantor hereby assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties, a security

interest and continuing lien on all of the Additional Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks 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 the Additional 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 the Additional 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 Administrative Agent pursuant to the Guarantee and Collateral Agreement and the Additional Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent 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 Agent.

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

HELIO LLC,
as Additional Grantor

By: Virgin Mobile USA, L.P., its sole member

By: VMU GP1, LLC, its general partner

By: Bluebottle USA Holdings, L.P., its sole member

By: Bluebottle USA Investments L.P., its general partner

By: VMU GP, LLC, its general partner

By: Virgin Mobile USA, Inc., its sole member

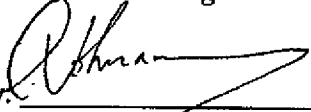
By:


Name: Peter Lurie

Title: General Counsel and Corporate
Secretary

ACCEPTED AND AGREED
as of the date first above written:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 

Name: Christophe Vohmann
Title: Vice President

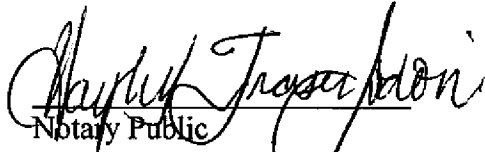
TRADEMARK SECURITY AGREEMENT SIGNATURE PAGE

TRADEMARK
REEL: 003840 FRAME: 0023

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York)
COUNTY OF New York) ss.

On this 21 day of August, 2008 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 Helio 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

HAYLEY FRASER JODOIN
Notary Public, State of New York
No. 01JO6187550
Qualified in New York County
Commission Expires June 19, 2012

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark	App. No.	Class	Registration Number
ANSWERRING	77/012,583	9	3382455
ANYLANG	77/338,340		
BUDDY BEACON	77/013,034	9	3419000
CONNECT WITH ALL YOUR FRIENDS	77/145,323	35	
CONNECT WITH ALL YOUR FRIENDS	77/145,317	36	
CONNECT WITH ALL YOUR FRIENDS	77/145,326	38	
DON'T CALL IT A PHONE	78/735,805	9	
DON'T CALL IT A PHONE	78/978,035	9	3235406
DON'T CALL IT A PHONE	78/735,812	38	3254279
DON'T CALL IT A PHONE	78/735,810	38	
DON'T CALL US A PHONE COMPANY	78/735,817	35 36 38	
DON'T CALL US A PHONE COMPANY	78/735,819	38	3326750
DON'T CALL US A PHONE COMPANY	78/735,814	9	
DON'T CALL US A PHONE COMPANY	78/978,001	38	3369521
DRIFT	77/019,658	9	3395397
FIN	77/138,842	9	3406313
FLAME & ARROW (DESIGN)	78/904,000	9	
FLAME (DESIGN)	78/689,181	9	
FLAME (DESIGN)	78/689,180	35 36 38	
FLAME (DESIGN)	77/059,497	35	

FLAME (DESIGN)	78/689,177	38	
FLAME COUPLE (DESIGN)	78/689,176	9	3410493
		35	
FLAME COUPLE (DESIGN)	78/689,174	36	
		38	
FLAME COUPLE (DESIGN)	78/689,194	38	
FLAME MAN (DESIGN)	78/689,185	9	
		35	
FLAME MAN (DESIGN)	78/689,184	36	
		38	
FLAME MAN (DESIGN)	78/689,183	38	
FRIEND BEACON	77/012,577	9	
GLASS	77/054,556	9	
HEAT	77/084,892	9	
		35	
HELIO	77/687,135	36	
		38	
HELIO	77/058,563	35	
HELIO	78/687,133	38	
HELIO	78/686,801	9	
HELIO (STYLIZED)	78/689,187	9	
		35	
HELIO (STYLIZED)	78/689,188	36	
		38	
HELIO (STYLIZED)	78/689,189	38	
HELIO BEACON	77/013,717	9	
HELIO DRIFT	77/019,651	9	
HELIO SNOW DRIFT	77/019,635	9	
HERO	78/815,563	9	
KICKFLIP	78/815,569	9	3314357
MEDIA MOVER	78/866,069	9	3243173
MYSTO	77/283,863	9	

OCEAN	77/111,826	9	3399208
SNOW DRIFT	77/019,646	9	
VIDEO VIRUS	77/199,605	9 38 41 42	