

04-29-1999



101022832

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

63-227-0208

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
04-05-1999
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name HTV, LLC Execution Date
Month Day Year
04-05-1999

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Hispanic International Television, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 7291 N. W. 74th Street

Address (line 2) _____

Address (line 3) Medley Florida 33166

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization Florida

FOR OFFICE USE ONLY

04/27/1999 JSHADAZZ 00000139 2008752

01 FC:481

40.00 OP

Public burden reporting for this collection of information is estimated to average approximately 36 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0681-0627), Washington, D.C. 20503. See OMB Information Collection Budget Package 0681-0627, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2008752"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Andrew A. Ostrow

Name of Person Signing

Signature

4/18/99

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 08/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

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Registration Number(s)

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TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT made this March 31, 1999, between HTV, LLC, a Delaware limited liability company and Carson International Ltd., a British Virgin Islands company, the mailing address for both being c/o Cisneros Television Group, 404 Washington Avenue, Miami Beach, Florida 33139 (collectively referred to as the "Assignor") and Hipspanic International Television, Inc., a Florida corporation, Robert Behar and Daniel Sawicki, the mailing address for each being 7291 N.W. 74th Street, Medley, Florida 33166 (collectively referred to as the "Secured Party").

Assignor and Secured Party have entered into a Purchase and Sale Agreement dated March 16, 1999 ("Agreement"), and Amendment to Purchase and Sale Agreement dated March 29, 1999 ("Amendment"). In order to induce the Secured Party to execute the Amendment, Assignor has agreed to assign as collateral certain trademark rights. This collateral assignment is being executed in conjunction with the Amendment under which the Secured Party is granted a lien on and security interest in items of personal property, both tangible and intangible, whereby the Secured Party shall have the right to foreclose on the trademark and other rights and other collateral in the event of any failure by Assignor to pay the Purchase Price in accordance with the terms and conditions set forth within the Agreement.

NOW THEREFORE in consideration of the foregoing, it is hereby agreed as follows:

1. To secure the complete and timely satisfaction of its obligations and liabilities under the Agreement and the Amendment, Assignor hereby grants, assigns, and conveys to Secured Party the entire right, title, and interest in and to the trademark "HTV" as set forth in Schedule I attached hereto and made a part hereof including any and all modifications or alterations thereof ("Trademark"); together with the goodwill of the business in which the Trademark is and/or has been used; the goodwill appurtenant to, associated with, and symbolized by the Trademark; all rights which Assignor may have acquired through the use and/or the registration of the Trademark by, or on behalf of Assignor and/or the predecessors of Assignor; all rights relating to or arising from use of the Trademark; all rights to claim legal, equitable

and/or administrative relief in respect of the infringement, imitation, or other unauthorized use of Trademark; and any and all other benefits and advantages as accruing to Assignor and/or as predecessors, arising from or relating to the Trademark and the use and ownership thereof.

2. In whatever form and to the extent granted to Assignor pursuant to the Agreement and that certain Assignment Agreement dated as of March 16, 1999 by and between Assignor and Secured Party, (attached hereto and made a part hereof), Assignor hereby covenants, agrees and warrants that:

a. Assignor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to the Trademark, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements, and covenants by Assignor not to sue third persons; and

b. Assignor has the unqualified right to enter into this Assignment and performance terms.

3. Unless and until there shall have occurred a failure by Assignor to pay the Purchase Price in accordance with the terms and conditions set forth within the Agreement, the Secured Party hereby grants to Assignor the sole and exclusive, nontransferable right and license to use the Trademark for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense, under, the license granted to Assignor without the prior written consent of Secured Party except as granted in connection with the marketing, distribution and advertising of the Business (as defined within the Agreement) and in connection with the ordinary uses related to the Business.

4. Upon the failure by Assignor to pay the Purchase Price in accordance with the terms and conditions set forth within the Agreement, Assignor's license to use the Trademark shall terminate and the Secured Party shall have, in addition to all other rights and revenues given to it by this Assignment, the Agreement and the Amendment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademark may be located, and without advertisement, sell at public or private sale or otherwise realize

upon, the Trademark or any interest which the Assignor may have therein, and after deducting from the proceeds or sale or other disposition of the Trademark all expenses (including all reasonable attorney, broker's or other professional fees), shall apply the proceeds to payment of the liability. Notice of any sale or other disposition of the Trademark shall be given to Assignor at least five days before the time of any intended public or private sale or other disposition of the Trademark is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of the Trademark sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

5. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys fees and legal expenses incurred in connection with protecting, maintaining or preserving the Trademark, or defending or prosecuting any actions or proceedings arising out of or related to the Trademark, shall be borne and paid by Assignor.

6. This Collateral Assignment is irrevocable and shall not terminate unless and until (a) the total Purchase Price (as defined in the Agreement) under the Agreement and the Amendment shall have been fully paid and (b) no person who shall have made payment on the the total Purchase Price, directly or indirectly, shall commence or have commenced against it as debtor any bankruptcy or insolvency proceeding for a period of 90 days following such payment, or, if longer, any preference period under any applicable state insolvency law plus ten days.

7. The failure by the Secured Party to exercise or to delay in exercising any right, power or privilege hereunder, under the Agreement or under the Amendment shall not operate as a waiver thereof.

8. All of Secured Party's rights and remedies shall be cumulative and may be exercised singularly or concurrently.

9. All rights of Secured Party under this Collateral Assignment shall enure to the benefit of its successors and assigns, and all obligations of Assignor shall bind its successors or assigns.

10. The validity and interpretation of this Assignment and the rights and obligations of the parties shall be governed by the laws of Florida.

IN WITNESS WHEREOF, the parties have set their hand and seal the day and year first written above.

Signed, sealed and delivered in presence as witnesses:

Carson International Ltd., a British Virgin Islands company

By: *[Signature]*

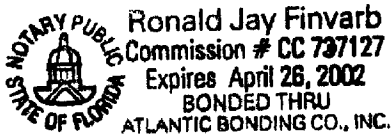
Its: Attorney-in-fact

Sworn to (or affirmed) and subscribed before me this 5th day of April, 1999, by Benjamin Moody who is personally known to me or who has produced _____ as identification.

[Signature]
Notary Public, State of Florida

[SEAL]

Ronald J. Finvarb
Notary Public - Print Name



Carson International Ltd., a British Virgin Islands company

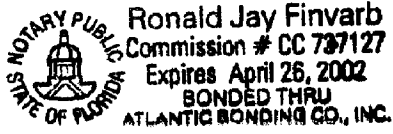
By: *[Signature]*

Its: Attorney-in-fact

Sworn to (or affirmed) and subscribed before me this 5th day of April, 1999, by Marc Zand who is personally known to me or who has produced _____ as identification.

[Signature]
Notary Public, State of Florida

[SEAL]



Ronald J. Finvarb
Notary Public - Print Name
HTV, LLC, a Delaware limited liability
company

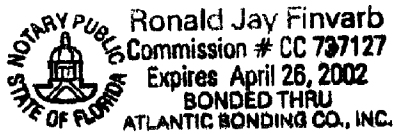
By: [Signature]

Its: Attorney-in-fact

Sworn to (or affirmed) and subscribed before me this 5th day of April, 1999,
by Benjamin Manly who is personally known to me or who has produced _____
_____ as identification.

[Signature]
Notary Public, State of Florida

[SEAL]



Ronald J. Finvarb
Notary Public - Print Name

HTV, LLC, a Delaware limited liability
company

By: [Signature]

Its: Attorney-in-fact

Sworn to (or affirmed) and subscribed before me this 5th day of April,
1999, by Marc Zand who is personally known to me or who has produced _____
_____ as identification.

[Signature]
Notary Public, State of Florida

[SEAL]



Ronald J. Finvarb
Notary Public - Print Name

Hipspanic International Television, Inc. a

Florida corporation

By: Al Ostron

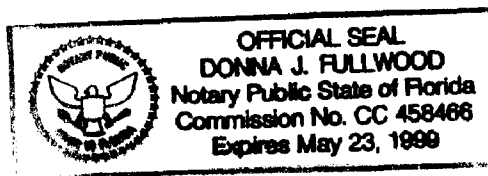
Its: Attorney

Sworn to (or affirmed) and subscribed before me this 15 day of April, 1999, by Andrew A. Gerson who is personally known to me or who has produced _____ as identification.

Donna J. Fullwood
Notary Public, State of Florida

[SEAL]

Donna J. Fullwood
Notary Public - Print Name



Schedule I

9990300011-1045998.1

4

TRADEMARK
REEL: 1890 FRAME: 0612

ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Assignment") is made as of the day 16th day of March, 1999, by and between Hipspanic International Television, Inc., a corporation organized under the laws of Florida (hereinafter referred to as the "Assignor") and Carson International Ltd. ("Carson"), a British Virgin Islands company and HTV, LLC, a Delaware limited liability company ("LLC"). Carson and HTV are hereinafter collectively referred to as the "Assignee."

A. WHEREAS Assignor is the owner of the trademark "HTV" (the "Trademark") as set forth in the Schedule "I" attached hereto and made a part hereof.

B. WHEREAS, pursuant to that certain Purchase and Sale Agreement entered into between Assignor and Assignee as of March 16, 1999 (the "Purchase Agreement"), Assignor has agreed to assign to Assignee all right, title and interest in and to the Trademark, together with all appurtenant rights and benefits thereto, and Assignee has agreed to accept such Assignment, all on the terms and conditions as are more fully set forth hereunder.

NOW THEREFORE, for good and valuable consideration, the receipt of which is duly acknowledged, it is hereby agreed as follows:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Trademark, including, without limitation, all registrations and pending applications in relation thereto, together with the goodwill of the business in which the Trademark is and/or has been used, and the goodwill appurtenant to, associated with, and symbolized by the Trademark, and all rights which Assignor may have acquired through the use and/or the registration of the Trademark by, or on behalf of, Assignor, and/or predecessors of Assignor, and all rights relating to or arising from the use of the Trademark, and/or all rights to claim legal, equitable and/or administrative relief in respect of the infringement, imitation, or other unauthorized use of the Trademark, and any and all other benefits and advantages in any manner accruing to Assignor, and/or its predecessors, arising from or relating to the Trademark, and the use and ownership thereof.

2. To the extent that Assignor shall be entitled to the benefit of any of the foregoing rights subject to perfection of a written conveyance to Assignor by any person or entity other than Assignor, Assignor undertakes to use its best efforts to obtain and perfect such written conveyance on behalf of, and to the benefit of, the Assignee.

3. Assignor further undertakes, without additional consideration, to execute, and/or to procure the execution and delivery of, all assignment deeds, transfer documents, acquittances, acknowledgments and appurtenant instruments of transfer, as well as any other related documents necessary or appropriate to the effectuation of the Assignment herein to Assignee, and Assignor undertakes to provide, and/or arrange for the provision of, all information and documentation as may be necessary to fulfill its obligations herein.

4. Assignor further undertakes to comply with the relevant requirements of any jurisdiction pertaining to the Assignment of the Trademark, and specifically undertakes to execute, and/or to procure the execution of, and also the delivery to, Assignee of such authorizations, Powers of Attorney and related instruments of transfer, as well as other lawful papers appurtenant thereto, which may be required with respect to the Assignment herein, and Assignor undertakes to do all such other things as may be required, or be deemed appropriate, so as to enable due recordation of the Assignment of the Trademark to be effected and completed in all jurisdictions to which this Assignment relates. In addition, Assignor undertakes to execute, and/or have executed, any and all documentation necessary to confirm, and/or to maintain in full force and effect, any license recordals, authorized use recordals and/or related recordations, wherever necessary or appropriate.

5. Additionally, Assignor undertakes to procure the assignment, transfer and conveyance to Assignee, of the following:

a. all rights in and to all trade names, trade dress, get-up, and related materials, with respect to the Trademark,

b. all rights to institute legal proceedings, or to secure legal and/or administrative relief, in respect of any infringement of, or other unauthorized use in relation to, the Trademark which may have arisen, or may have accrued, prior to the effective date of this Assignment.

c. Assignor hereby appoints and constitutes Assignee as its attorney-in-fact, with full power of substitution, for and on behalf of Assignor, for and in relation to any purpose required to effectuate or confirm the Assignment of the Trademark and of any and all rights conveyed, and to be conveyed, pursuant to the terms of this Assignment.

Executed as of the date first above written by the parties as indicated hereunder,

“ASSIGNOR”

Hipspanic International Television, Inc., a
Florida corporation

By: 

Name: Samuel

Title: President

“ASSIGNEE”

Carson International Ltd., a British Virgin Islands company

By:  

Name:

Title:

HTV, LLC, a Delaware limited liability company

By:  

Name:

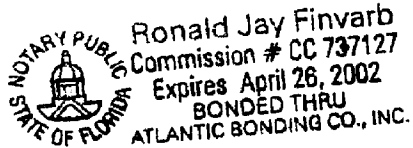
Title:

Acknowledgement

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

Subscribed before me this 16th day of March 1999 by Benjamin
Moody, who is personally known to me.





Ronald Jay Finvarb

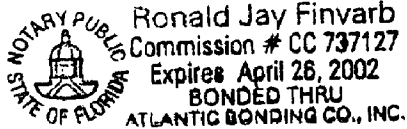
(Description of Attached Document: Assignment Agreement dated March 16,
1999)

Acknowledgement

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

Subscribed before me this 16th day of March 1999 by Marc Zand, who is personally known to me.





Ronald Jay Finvarb

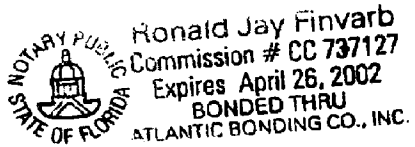
(Description of Attached Document: Assignment Agreement dated March 16, 1999)

Acknowledgement

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

Subscribed before me this 16th day of March 1999 by Daniel Sawicki, who is personally known to me.





Ronald Jay Finvarb

(Description of Attached Document: Assignment Agreement dated March 16, 1999)

Schedule I

EXHIBIT A

THE MARKS

U.S. REG. NO.	REGISTRATION YR./MO./DAY	MARK	CLASS
2,008,752	1996/10/15	HTV	41

HISPANIC INTERNATIONAL TELEVISION

EXHIBIT A

THE MARKS

U.S. REG. NO.	REGISTRATION YR./MO./DAY	MARK	CLASS
2,008,752	1996/10/15	HTV	41

HISPANIC INTERNATIONAL TELEVISION



TRADEMARK
REEL: 1890 FRAME: 0622



TRADEMARK
REEL: 1890 FRAME: 0623



TRADEMARK
REEL: 1890 FRAME: 0624

Hipspanic Television

HTV