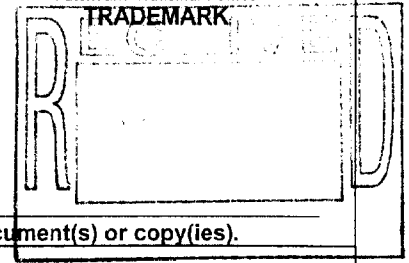


11-03-1999



101190653



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MRO 11/1/99

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

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
- Merger Effective Date
Month Day Year
09/30/96
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Viva America Media Group Execution Date
Month Day Year
09/25/96

Formerly Viva Acquisition Corporation and Viva Broadcasting Corporation,
as general partners

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

Receiving Party

Mark if additional names of receiving parties attached

Name HBC Florida, Inc.

DBA/AK/TA _____

Composed of _____

Address (line 1) 2828 Coral Way

Address (line 2) Miami, Florida 33145

Address (line 3) _____

City _____ State/Country _____ Zip Code _____

- 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 Delaware Corporation

11/02/1999 DNGUYEN 00000301 75122031

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
50.00 OP

11/02/1999 DNGUYEN 00198301
Reel/Number: 75122031 \$30.00 CR
Rep In. Reg. Fee: 500605
FC: 704

Public burden reporting for this collection of information is estimated to average approximately 30 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 (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, 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

TRADEMARK
REEL: 001983 FRAME: 0772

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)

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

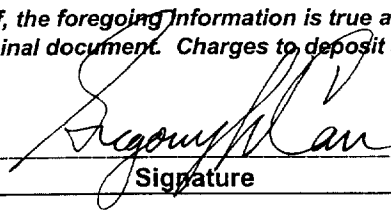
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

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.

Gregory W. Carr, Reg. #31,093
Name of Person Signing


Signature

10/29/99
Date Signed



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

October 1, 1996

UCC FILING & SEARCH

TALLAHASSEE, FL

Re: Document Number F96000001619

The Articles of Merger for HBC FLORIDA, INC., the surviving Delaware corporation, were filed on September 30, 1996.

Should you have any questions regarding this matter, please feel free to telephone (904) 487-6050, the Amendment Filing Section.

Nancy Hendricks
Corporate Specialist
Division of Corporations

Letter Number: 996A00044854

Division of Corporations - P.O. Box 6327 - Tallahassee, Florida 32314

TRADEMARK
REEL: 001983 FRAME: 0774

**ARTICLES OF MERGER
OF
VIVA ACQUISITION CORPORATION
(a Florida corporation)
INTO
HBC FLORIDA, INC.
(a Delaware corporation)**

FILED
56 SEP 30 PM 12:05
SECRETARY OF STATE
TALLAHASSEE FLORIDA

Viva Acquisition Corporation, a Florida corporation ("VA"), and HBC Florida, Inc., a Delaware corporation ("HBC"), hereby adopt these Articles of Merger pursuant to the provisions of Sections 607.1105 and 607.1107 of the Florida Business Corporation Act.

1. VA hereby merges into HBC (the "Merger"), pursuant to, and in accordance with the terms of, the Agreement and Plan of Merger, of even date herewith, between HBC and VA, a copy of which is attached as Exhibit A hereto and made a part hereof (the "Plan of Merger").

2. HBC shall be the surviving corporation in the Merger (the "Surviving Corporation") and shall possess all the rights, privileges, immunities and franchises, of a public as well as a private nature, of HBC and VA (collectively referred to as the "Constituent Corporations"); all property, real, personal and mixed, and all debts due on whatever account, including subscriptions for shares, and all choses in action, and all and every interest, of or belonging to or due each of the Constituent Corporations shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger. The Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations so merged, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place. The Surviving Corporation shall have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a corporation organized under the Delaware General Corporation Law, and neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by the Merger, all with the effect set forth in the Delaware General Corporation Law and the Florida Business Corporation Act.

3. For purposes hereof the "Effective Time" shall mean the date on which a Certificate of Merger regarding the Merger is filed with the Delaware Secretary of State and these Articles of Merger are filed with the Florida Secretary of State. At the Effective Time, without any action on the part of HBC or

VA, all of the outstanding shares of common stock of VA issued and outstanding immediately prior to the Effective Time (and all shares held in the treasury of VA) shall by virtue of the Merger be cancelled and extinguished.

4. The Plan of Merger has been adopted by the Board of Directors and approved by the sole shareholder of VA by a unanimous written consent of even date herewith consistent with Section 607.1103 of the Florida Business Corporation Act.

5. The Plan of Merger has been adopted by the Board of Directors of HBC by a unanimous written consent of even date herewith. The vote of the sole stockholder of HBC is not required under applicable law.

6. These Articles of Merger shall be governed by, and construed in accordance with, the laws of the State of Florida.

IN WITNESS WHEREOF, VA and HBC have each caused these Articles of Merger to be executed on September 24, 1996.

ATTEST:

VIVA ACQUISITION CORPORATION

By: John Kendrick
John Kendrick, Senior Vice President and Chief Financial Officer

State of Nevada
County of Clark

Signed or attested before me on September 25, 1996 by
John Kendrick

Sonia Busigo
Sonia Busigo

HBC FLORIDA, INC.

By: John Kendrick
John Kendrick, Senior Vice President and Chief Financial Officer

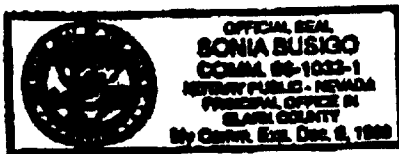


EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), is made and entered into on September 24, 1996, by and between HBC FLORIDA, INC., a Delaware corporation ("HBC"), and VIVA ACQUISITION CORPORATION, a Florida corporation ("VA").

The parties hereto agree as follows:

**ARTICLE 1
THE MERGER**

1.1 The Merger. At the Effective Time (as hereinafter defined), VA shall be merged with and into HBC (the "Merger") in accordance with the Delaware General Corporation Law ("Delaware Corporation Law") and the Florida Business Corporation Act (the "Florida Corporation Law").

1.2 Articles of Merger and Certificate of Merger. The parties shall complete, execute and deliver to the Florida Secretary of State ("Florida Secretary") Articles of Merger in the form required by the Florida Secretary (the "Articles of Merger"), together with any other documents required under the Florida Corporation Law, to effect the Merger consistent with this Agreement. The parties shall also complete, execute and deliver to the Delaware Secretary of State (the "Delaware Secretary") a Certificate of Merger in the form required by the Delaware Secretary to effect the Merger consistent with this Agreement.

1.3 Effective Time. The Merger shall become effective upon the filing of the Certificate of Merger with the Delaware Secretary and the filing of the Articles of Merger with the Florida Secretary (the "Effective Time").

**ARTICLE 2
EFFECT OF THE MERGER**

2.1 General. At the Effective Time, the separate existence of VA shall cease and HBC shall continue as the surviving corporation under its corporate name (HBC sometimes is referred to hereinafter as the "Surviving Corporation") and shall possess all the rights, privileges, immunities and franchises, of a public as well as a private nature, of VA and HBC (collectively referred to as the "Constituent Corporations"); all property, real, personal and mixed, and all debts due on whatever account, including subscriptions for shares, and all choses in action, and all and every interest, of or belonging to or due each of the Constituent Corporations shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested in either of the Constituent Corporations shall not revert or be in any way impaired by reason

of the Merger. The surviving corporation shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations so merged, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place. The Surviving Corporation shall have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a corporation organized under the Delaware Corporation Law, and neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by the Merger, all with the effect set forth in the Delaware Corporation Law and the Florida Corporation Law.

2.2 Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of VA or HBC, (a) each of the outstanding shares of Common Stock of VA issued and outstanding immediately prior to the Effective Time (and shares held in the treasury of VA) shall, without any action on the part of the holder thereof, be cancelled and extinguished and (b) all outstanding shares of common stock of HBC shall remain outstanding.

2.3 Charter Documents. The Certificate of Incorporation and Bylaws of HBC shall be the charter documents for the Surviving Corporation.

**ARTICLE 3
GENERAL PROVISIONS**

3.1 Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

3.2 Choice of Law. This Agreement and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, except that with respect to the matters of law concerning the internal corporate affairs of VA, the Florida Corporation Law shall govern.

3.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

3.4 Severability. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument.

3.5 Titles. The titles, captions or headings of the Articles and Sections herein are for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

HBC FLORIDA, INC.

By John Kendrick
John Kendrick, Senior Vice
President and Chief Financial
Officer

VIVA ACQUISITION CORPORATION

By John Kendrick
John Kendrick, Senior Vice
President and Chief Financial
Officer



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

October 1, 1996

UCC FILING & SEARCH

TALLAHASSEE, FL

Re: Document Number F9600001619

The Articles of Merger for HBC FLORIDA, INC., the surviving Delaware corporation, were filed on September 30, 1996.

Should you have any questions regarding this matter, please feel free to telephone (904) 487-6050, the Amendment Filing Section.

**Nancy Hendricks
Corporate Specialist
Division of Corporations**

Letter Number: 996A00044855

Division of Corporations - P.O. Box 6327 - Tallahassee, Florida 32314

**TRADEMARK
REEL: 001983 FRAME: 0780**

FROM: JEFFER, MARGELD-L A

(MEDIAS 20 20 00 31/01 00 40/00 00000000 1 10

**ARTICLES OF MERGER
OF
VIVA BROADCASTING CORPORATION
(a Florida corporation)
INTO
HBC FLORIDA, INC.
(a Delaware corporation)**

FILED
95 SEP 30 PM 12 04
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Viva Broadcasting Corporation, a Florida corporation ("VB"), and HBC Florida, Inc., a Delaware corporation ("HBC"), hereby adopt these Articles of Merger pursuant to the provisions of Sections 607.1105 and 607.1107 of the Florida Business Corporation Act.

1. VB hereby merges into HBC (the "Merger"), pursuant to, and in accordance with the terms of, the Agreement and Plan of Merger, of even date herewith, between HBC and VB, a copy of which is attached as Exhibit A hereto and made a part hereof (the "Plan of Merger").

2. HBC shall be the surviving corporation in the Merger (the "Surviving Corporation") and shall possess all the rights, privileges, immunities and franchises, of a public as well as a private nature, of HBC and VB (collectively referred to as the "Constituent Corporations"); all property, real, personal and mixed, and all debts due on whatever account, including subscriptions for shares, and all choses in action, and all and every interest, of or belonging to or due each of the Constituent Corporations shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger. The Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations so merged, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place. The Surviving Corporation shall have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a corporation organized under the Delaware General Corporation Law, and neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by the Merger, all with the effect set forth in the Delaware General Corporation Law and the Florida Business Corporation Act.

3. For purposes hereof the "Effective Time" shall mean the date on which a Certificate of Merger regarding the Merger is filed with the Delaware Secretary of State and these Articles of Merger are filed with the Florida Secretary of State. At the Effective Time, without any action on the part of HBC or

VB, all of the outstanding shares of common stock of VB issued and outstanding immediately prior to the Effective Time (and all shares held in the treasury of VB) shall by virtue of the Merger be cancelled and extinguished.

4. The Plan of Merger has been adopted by the Board of Directors and approved by the sole shareholder of VB by a unanimous written consent of even date herewith consistent with Section 607.1103 of the Florida Business Corporation Act.

5. The Plan of Merger has been adopted by the Board of Directors of HBC by a unanimous written consent of even date herewith. The vote of the sole stockholder of HBC is not required under applicable law.

6. These Articles of Merger shall be governed by, and construed in accordance with, the laws of the State of Florida.

IN WITNESS WHEREOF, VB and HBC have each caused these Articles of Merger to be executed on September 24, 1996.

ATTEST:

VIVA BROADCASTING CORPORATION

By: John Kendrick
John Kendrick, Senior Vice President and Chief Financial Officer

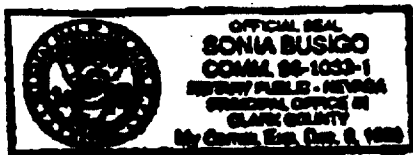
State of Nevada
County of Clark

HBC FLORIDA, INC.

Signed or attested before me on September 25, 1996 by
John Kendrick

Sonia Busigo
Sonia Busigo

By: John Kendrick
John Kendrick, Senior Vice President and Chief Financial Officer



FROM JEFFER MANGELS-L A.

(REU) 09. 23 90 00.40/31. 00.40/00. 000020010 1 0

EXHIBIT AAGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), is made and entered into on September 24, 1996, by and between HBC FLORIDA, INC., a Delaware corporation ("HBC"), and VIVA BROADCASTING CORPORATION, a Florida corporation ("VB").

The parties hereto agree as follows:

ARTICLE 1
THE MERGER

1.1 The Merger. At the Effective Time (as hereinafter defined), VB shall be merged with and into HBC (the "Merger") in accordance with the Delaware General Corporation Law ("Delaware Corporation Law") and the Florida Business Corporation Act (the "Florida Corporation Law").

1.2 Articles of Merger and Certificate of Merger. The parties shall complete, execute and deliver to the Florida Secretary of State ("Florida Secretary") Articles of Merger in the form required by the Florida Secretary (the "Articles of Merger"), together with any other documents required under the Florida Corporation Law, to effect the Merger consistent with this Agreement. The parties shall also complete, execute and deliver to the Delaware Secretary of State (the "Delaware Secretary") a Certificate of Merger in the form required by the Delaware Secretary to effect the Merger consistent with this Agreement.

1.3 Effective Time. The Merger shall become effective upon the filing of the Certificate of Merger with the Delaware Secretary and the filing of the Articles of Merger with the Florida Secretary (the "Effective Time").

ARTICLE 2
EFFECT OF THE MERGER

2.1 General. At the Effective Time, the separate existence of VB shall cease and HBC shall continue as the surviving corporation under its corporate name (HBC sometimes is referred to hereinafter as the "Surviving Corporation") and shall possess all the rights, privileges, immunities and franchises, of a public as well as a private nature, of VB and HBC (collectively referred to as the "Constituent Corporations"); all property, real, personal and mixed, and all debts due on whatever account, including subscriptions for shares, and all choses in action, and all and every interest, of or belonging to or due each of the Constituent Corporations shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested in either of the Constituent Corporations shall not revert or be in any way impaired by reason

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of the Merger. The Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations so merged, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place. The Surviving Corporation shall have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a corporation organized under the Delaware Corporation Law, and neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by the Merger, all with the effect set forth in the Delaware Corporation Law and the Florida Corporation Law.

2.2 Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of VA or HBC, (a) each of the outstanding shares of Common Stock of VA issued and outstanding immediately prior to the Effective Time (and shares held in the treasury of VA) shall, without any action on the part of the holder thereof, be cancelled and extinguished and (b) all outstanding shares of common stock of HBC shall remain outstanding.

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3.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

3.4 Severability. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

HBC FLORIDA, INC.

By John Kendrick
John Kendrick, Senior Vice
President and Chief Financial
Officer

VIVA ACQUISITION CORPORATION

By John Kendrick
John Kendrick, Senior Vice
President and Chief Financial
Officer