

12-23-1999



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TRADEMARK

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MWD 12.13.99

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
- Change of Name
- Other

Effective Date
Month Day Year
10/22/99

Conveying Party

Mark if additional names of conveying parties attached
Execution Date
Month Day Year
10/22/99

Name Latin Communications, Inc.

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 SunTrust Bank, Central Florida, N.A.

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2) 200 South Orange Avenue

Address (line 3) Orlando Florida 32801
City State/Country Zip Code

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

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.)

FOR OFFICE USE ONLY

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40.00 DP

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

REEL: 002003 FRAME: 0424

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

<input type="text" value="1,863,697"/>	<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.

Jay E. Sloman

11-12-92

Name of Person Signing

Signature

Date Signed

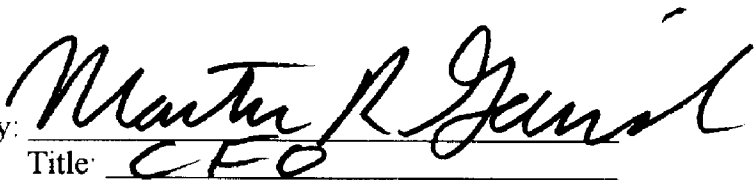
ASSIGNMENT AND GRANT OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS

WHEREAS, LATIN COMMUNICATIONS INC. (the "Debtor") is the owner of the trademarks and service marks listed on Schedule A attached hereto, which marks are registered or have pending registrations in the United States Patent and Trademark Office as set forth on Schedule A attached hereto (all such trademarks, service marks, registrations and applications, collectively, the "Trademarks") and is the owner of the patents listed on Schedule A attached hereto, which patents are registered or have pending applications in the United States Patent and Trademark Office as set forth on Schedule A attached hereto (all such patents, registrations and applications, collectively, the "Patents"); and

WHEREAS, the Debtor has entered into a Security Agreement (as amended, modified, restated or supplemented from time to time, the "Security Agreement"), dated as of October 22, 1999, in which the Debtor has agreed with SunTrust Bank, Central Florida, N.A., as Administrative Agent (the "Administrative Agent"), with offices at 200 South Orange Avenue, Orlando, Florida 32801, to execute this Assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of the Secured Obligations (as defined in the Security Agreement), the Debtor does hereby assign and grant to the Administrative Agent a security interest in all of its right, title and interest in and to the Trademarks and the Patents, and the use thereof, together with all proceeds and products thereof and the goodwill of the businesses symbolized by the Trademarks and the Patents. This Assignment has been given in conjunction with the assignment and security interest granted to the Administrative Agent under the Security Agreement, and the provisions of this Assignment are without prejudice to and in addition to the provisions of the Security Agreement, which are incorporated herein by this reference.

LATIN COMMUNICATIONS INC.

By: 
Title: CEO

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

<u>Debtor</u>	<u>Application or Registration Number</u>	<u>Country</u>	<u>Issue or Filing Date</u>
	None		

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Debtor</u>	<u>Mark</u>	<u>Application or Registration No.</u>	<u>Country/ State</u>	<u>Issue or Filing Date</u>
Latin Communications Inc (fka Latin Communication Group Inc.)	EL DIARIO LA PRENSA <THE DAILY PRESS>	1,863,697	USA	11/22/94
Latin Communications Inc. (fka Latin Communications Group Inc.)	7 DIAS <7 DAYS>	95,191	California	12/03/91
Latin Communications Inc. (fka Latin Communications Group Inc.)	SIETE DIAS <SEVEN DAYS>	95,192	California	12/03/91