

03/07/00

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

04-10-2000

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



101314394
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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
- Change of Name
- Other

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

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

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

04/10/2000 JSHABAZZ 00000142 1852658

01 FC:481

(40.00 00)

FOR OFFICE USE ONLY

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: 002045 FRAME: 0377

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="1,852,658"/>	<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

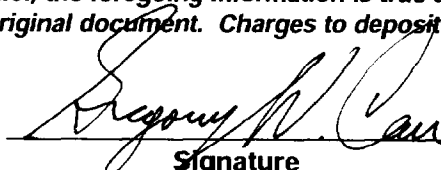
No

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.

Gregory W. Carr

Name of Person Signing



Signature

3/1/00

Date Signed

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"TICHENOR MEDIA SYSTEM, INC." A DELAWARE CORPORATION, WITH AND INTO "HBC ILLINOIS, INC." UNDER THE NAME OF "HBC ILLINOIS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-NINTH DAY OF DECEMBER, A.D. 1999, AT 10 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 1999.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Edward J. Freel

Edward J. Freel, Secretary of State

2442008 8100M

991566985

AUTHENTICATION: 0172003

DATE: 12-30-99

TRADEMARK

REEL: 002045 FRAME: 0379

CERTIFICATE OF MERGER OF DOMESTIC CORPORATIONS

Pursuant to the provisions of Section 251 of the Delaware General Corporation Law, HBC Illinois, Inc., a Delaware corporation, hereby delivers to the Secretary of State of Delaware the following Certificate of Merger:

- 1. The names of the constituent corporations in the merger and the states under the laws of which they are respectively organized are:

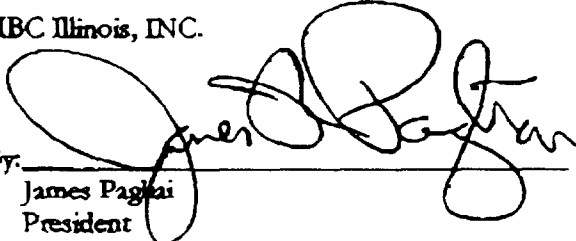
<u>Name of Corporation</u>	<u>State of Incorporation</u>
HBC Illinois, Inc.	Delaware
Tichenor Media System, Inc.	Delaware

- 2. The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with Section 251 of the Delaware General Corporation Law.
- 3. Tichenor Media System, Inc. will merge with and into HBC Illinois, Inc. (the "Merger"), and HBC Illinois, Inc. shall be the corporation surviving the Merger (the "Surviving Corporation") and shall continue its corporate existence under the laws of the State of Delaware. The Certificate of Incorporation of HBC Illinois, Inc. shall be the Surviving Corporation's Certificate of Incorporation.
- 4. A copy of the executed Agreement and Plan of Merger is on file at the principal place of business of the Surviving Corporation at 625 N. Michigan Avenue, Floor 3, Chicago, Illinois 60611. A copy of the Agreement and Plan of Merger will be furnished by HBC Illinois, Inc., as the Surviving Corporation, on request and without cost, to any stockholder of any of the constituent corporations.
- 5. The effective date of this merger will be December 31, 1999 at 11:59 pm EST.

IN WITNESS WHEREOF, the undersigned corporation has executed this Certificate of Merger as of the ~~31st~~ day of December, 1999.

29th

HBC Illinois, INC.

By: 
 James Pagliai
 President

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement"), dated as of December 31, 1999, is entered into by and between HBC Houston, Inc., a Delaware corporation ("HBCH"), and HBC Illinois, Inc., a Delaware corporation ("HBCI").

WHEREAS, HBCH is a corporation duly organized and validly existing under the laws of the State of Delaware; and

WHEREAS, HBCH is authorized to issue 10,000 shares of Common Stock, \$0.01 par value ("HBCH Common Stock"), of which 1,000 shares are issued and outstanding as of the date of this Agreement and entitled to vote on the Merger (as hereinafter defined); and

WHEREAS, HBCI is a corporation duly organized and validly existing under the laws of the State of Delaware; and

WHEREAS, HBCI is authorized to issue 3,000 shares of Common Stock, no par value ("HBCI Common Stock"), of which 2,100 shares are issued and outstanding as of the date of this Agreement and entitled to vote on the Merger; and

WHEREAS, the Board of Directors of HBCH and HBCI deem it advisable, and for the benefit and in the best interest of their respective corporations and shareholders, that such corporations (sometimes collectively referred to herein as the "Constituent Corporations") effect a tax-free reorganization pursuant to Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code"), by merging the Constituent Corporations into a single corporation (the "Merger"), with HBCI being the Surviving Corporation (HBCI, in its capacity as the Surviving Corporation, sometimes being referred to herein as the "Surviving Corporation"), upon the terms and conditions set forth in this Agreement and pursuant to the applicable laws of the jurisdictions under which the Constituent Corporations are organized; and

WHEREAS, the Boards of Directors of the Constituent Corporations have approved this Agreement and directed that this Agreement be submitted to their respective shareholders for approval and adoption;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for the purpose of prescribing the terms and conditions of the Merger, the parties hereto agree as follows:

ARTICLE ONE

1.01 In accordance with Delaware law, at the Effective Time of the Merger (as hereinafter defined), the Constituent Corporations shall be merged into a single corporation, HBCI, which shall be the Surviving Corporation, and HBCI, as the Surviving Corporation, shall continue to exist under and be governed by the laws of the State of Delaware.

1.02 Except as may otherwise be set forth herein, the corporate existence and identity of HBCI, as the Surviving Corporation, with all its purposes, powers, franchises, privileges, rights and immunities, shall continue unaffected and unimpaired by the Merger, and the corporate existence and identity of HBCH, with all of its purposes, powers, franchises, privileges, rights and immunities, at the Effective Time of the Merger shall be merged with and into HBCI, as the Surviving Corporation, and the Surviving Corporation shall be vested fully therewith, and the separate corporate existence and identity of HBCH shall thereafter cease except to the extent continued by statute.

1.03 It is intended that the Merger shall constitute a statutory merger within the meaning of Section 368a(1)(A) of the Internal Revenue Code of 1986, as amended.

ARTICLE TWO

2.01 The Merger shall become effective (the "Effective Time of the Merger") upon compliance with all applicable requirements of Delaware law and the issuance by the Secretary of State of the State of Delaware of a Certificate of Merger.

ARTICLE THREE

3.01 The Articles of Incorporation of HBCI in effect at the Effective Time of the Merger shall constitute the Articles of Incorporation of the Surviving Corporation until further amended, altered or repealed in the manner provided by law.

3.02 The Bylaws of HBCI in effect at the Effective Time of the Merger shall be the Bylaws of the Surviving Corporation until amended, altered or repealed in the manner provided therein or by law.

3.03 The directors of HBCI in office at the Effective Time of the Merger, including all committees thereof as constituted at such time, shall be the directors and committees thereof of the Surviving Corporation until their successors are elected and qualified in accordance with the Bylaws of the Surviving Corporation.

3.04 The officers of HBCI in office at the Effective Time of the Merger shall be the officers of the Surviving Corporation, holding the offices in the Surviving Corporation which they hold in HBCI, until their successors are elected or appointed and qualified in accordance with the Bylaws of the Surviving Corporation.

3.05 All corporate acts, plans, policies, applications, agreements, orders, registrations, licenses, approvals and authorizations of the Constituent Corporations, their respective shareholders, Boards of Directors, committees elected or appointed by their Boards of Directors, officers and agents, which were valid and effective immediately prior to the Effective Time of the Merger, shall be taken for all purposes on and after the Effective Time of the Merger as the acts, plans, policies, applications, agreements, orders, registrations, licenses, approvals and authorizations of the Surviving Corporation and shall be effective and binding thereon as the same were with respect to the Constituent Corporations immediately prior to the Effective Time of the Merger.

ARTICLE FOUR

4.01 Each of the issued and outstanding shares of HBCH Common Stock held by its shareholders immediately prior to the Effective Time of the Merger shall be canceled at the Effective Time of the Merger, and the cancellation reflected upon the stock records of HBCH. Each of the issued and outstanding shares of HBCI Common Stock held by its shareholders immediately prior to the Effective Time of the Merger shall remain outstanding and represent one share of common stock of the Surviving Corporation.

4.02 HBCI agrees that it will promptly pay to the dissenting shareholders of HBCH the amount, if any, to which they may be entitled under the provisions of the Illinois Administrative Code with respect to the rights of dissenting shareholders.

ARTICLE FIVE

5.01 At the Effective Time of the Merger, the Surviving Corporation shall possess all of the rights, privileges, powers, franchises and licenses of a public as well as of a private nature; and all property, real, personal and mixed, and all debts due on whatever account, and all other choses in action and all and every other interest, of or belonging to each of the Constituent Corporations shall be taken and be deemed to be transferred to and vested in the Surviving Corporation without further act or deed.

5.02 Title to any real or personal property, whether by deed or otherwise, vested in either of the Constituent Corporations, shall not revert or be in anyway impaired by reason hereof; provided, that all rights of creditors and all liens upon any property of the Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens immediately before the Effective Time of the Merger. The Surviving Corporation shall, at the Effective Time of Merger and thereafter, be responsible and liable for all debts, liabilities and duties of the Constituent Corporations, and any claim existing or action or proceeding pending by or against any Constituent Corporation may be prosecuted against the Surviving Corporation.

5.03 If at any time the Surviving Corporation shall deem or be advised that additional grants, assignments, confirmations or assurances are necessary or desirable to vest or to perfect or confirm of record or otherwise in the Surviving Corporation the title to any property of either Constituent Corporation, the officers, or any of them, or the directors of such Constituent Corporation may execute and deliver any and all such deeds, assignments, confirmations and assurances and do all things necessary or proper so as best to prove, confirm and ratify title to such property in the Surviving Corporation or otherwise to carry out the purposes of the Merger and the terms of this Agreement. The Surviving Corporation shall have the same power and authority to act in respect to any debt, liabilities and duties of the Constituent Corporations as the Constituent Corporations would have had, had they continued in existence.

ARTICLE SIX

6.01 This Agreement shall be submitted at the earliest practicable date to the shareholders of the Constituent Corporations for adoption and, if adopted by the vote required by the law of the respective State under which each Constituent Corporation is organized, shall be made effective as soon as practicable thereafter.

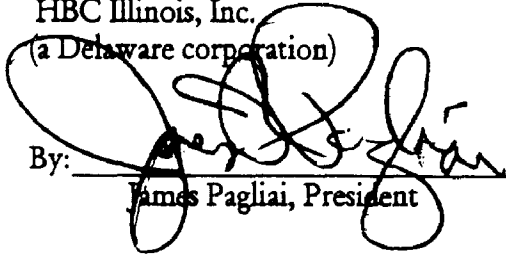
6.02 The directors of either of the Constituent Corporations may, in their sole discretion, abandon the Merger subject to the right of third parties under any contracts relating thereto, without further action or approval from the shareholders of their respective corporations, at any time before the Effective Time of the Merger as provided by the laws of each of the States under which the Constituent Corporations are organized.

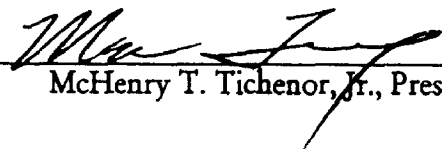
ARTICLE SEVEN

7.01 This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed to be original, but all of which together shall constitute one and the same instrument.

7.02 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, oral and written, between the parties with respect to its subject matter.

IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Agreement to be executed by and on its behalf and in its corporate name as of the date first above written.

HBC Illinois, Inc.
(a Delaware corporation)
By: 
James Pagliai, President

HBC Houston, Inc.
(a Delaware corporation)
By: 
McHenry T. Tichenor, Jr., President

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"HBC HOUSTON, INC.", A DELAWARE CORPORATION, WITH AND INTO "HBC ILLINOIS, INC." UNDER THE NAME OF "HBC ILLINOIS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-NINTH DAY OF DECEMBER, A.D. 1999, AT 10:02 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 1999.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

2442008 8100M

AUTHENTICATION: 0172069

991566996

DATE:

TRADEMARK

REEL: 002045 FRAME: 0385

**CERTIFICATE OF MERGER
OF
DOMESTIC CORPORATIONS**

Pursuant to the provisions of Section 251 of the Delaware General Corporation Law, HBC Illinois, Inc., a Delaware corporation, hereby delivers to the Secretary of State of Delaware the following Certificate of Merger:

1. The names of the constituent corporations in the merger and the states under the laws of which they are respectively organized are:

<u>Name of Corporation</u>	<u>State of Incorporation</u>
HBC Illinois, Inc.	Delaware
HBC Houston, Inc.	Delaware

2. The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with Section 251 of the Delaware General Corporation Law.
3. HBC Houston, Inc. will merge with and into HBC Illinois, Inc. (the "Merger"), and HBC Illinois, Inc. shall be the corporation surviving the Merger (the "Surviving Corporation") and shall continue its corporate existence under the laws of the State of Delaware. The Certificate of Incorporation of HBC Illinois, Inc. shall be the Surviving Corporation's Certificate of Incorporation.
4. A copy of the executed Agreement and Plan of Merger is on file at the principal place of business of the Surviving Corporation at 625 N. Michigan Avenue, Floor 3, Chicago, Illinois 60611. A copy of the Agreement and Plan of Merger will be furnished by HBC Illinois, Inc., as the Surviving Corporation, on request and without cost, to any stockholder of any of the constituent corporations.
5. The effective date of this Certificate of Merger will be December 31, 1999 at 11:59 pm EST.

IN WITNESS WHEREOF, the undersigned corporation has executed this Certificate of Merger as of the ~~31st~~^{29th} day of December, 1999.

HBC ILLINOIS, INC.

By: 

 James P. Agliata
 President

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement"), dated as of December 31, 1999, is entered into by and between HBC Broadcasting Texas, Inc., a Delaware corporation ("HBCBT"), and HBC Illinois, Inc., a Delaware corporation ("HBCI").

WHEREAS, HBCBT is a corporation duly organized and validly existing under the laws of the State of Delaware; and

WHEREAS, HBCBT is authorized to issue 1,000 shares of Common Stock, no par value ("HBCBT Common Stock"), of which 100 shares are issued and outstanding as of the date of this Agreement and entitled to vote on the Merger (as hereinafter defined); and

WHEREAS, HBCI is a corporation duly organized and validly existing under the laws of the State of Delaware; and

WHEREAS, HBCI is authorized to issue 3,000 shares of Common Stock, no par value ("HBCI Common Stock"), of which 2,100 shares are issued and outstanding as of the date of this Agreement and entitled to vote on the Merger; and

WHEREAS, the Board of Directors of HBCBT and HBCI deem it advisable, and for the benefit and in the best interest of their respective corporations and shareholders, that such corporations (sometimes collectively referred to herein as the "Constituent Corporations") effect a tax-free reorganization pursuant to Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code"), by merging the Constituent Corporations into a single corporation (the "Merger"), with HBCI being the Surviving Corporation (HBCI, in its capacity as the Surviving Corporation, sometimes being referred to herein as the "Surviving Corporation"), upon the terms and conditions set forth in this Agreement and pursuant to the applicable laws of the jurisdictions under which the Constituent Corporations are organized; and

WHEREAS, the Boards of Directors of the Constituent Corporations have approved this Agreement and directed that this Agreement be submitted to their respective shareholders for approval and adoption;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for the purpose of prescribing the terms and conditions of the Merger, the parties hereto agree as follows:

ARTICLE ONE

1.01 In accordance with Delaware law, at the Effective Time of the Merger (as hereinafter defined), the Constituent Corporations shall be merged into a single corporation, HBCI, which shall be the Surviving Corporation, and HBCI, as the Surviving Corporation, shall continue to exist under and be governed by the laws of the State of Delaware.

1.02 Except as may otherwise be set forth herein, the corporate existence and identity of HBCI, as the Surviving Corporation, with all its purposes, powers, franchises, privileges, rights and immunities, shall continue unaffected and unimpaired by the Merger, and the corporate existence and identity of HBCBT, with all of its purposes, powers, franchises, privileges, rights and immunities, at the Effective Time of the Merger shall be merged with and into HBCI, as the Surviving Corporation, and the Surviving Corporation shall be vested fully therewith, and the separate corporate existence and identity of HBCBT shall thereafter cease except to the extent continued by statute.

1.03 It is intended that the Merger shall constitute a statutory merger within the meaning of Section 368a(1)(A) of the Internal Revenue Code of 1986, as amended.

ARTICLE TWO

2.01 The Merger shall become effective (the "Effective Time of the Merger") upon compliance with all applicable requirements of Delaware law and the issuance by the Secretary of State of the State of Delaware of a Certificate of Merger.

ARTICLE THREE

3.01 The Articles of Incorporation of HBCI in effect at the Effective Time of the Merger shall constitute the Articles of Incorporation of the Surviving Corporation until further amended, altered or repealed in the manner provided by law.

3.02 The Bylaws of HBCI in effect at the Effective Time of the Merger shall be the Bylaws of the Surviving Corporation until amended, altered or repealed in the manner provided therein or by law.

3.03 The directors of HBCI in office at the Effective Time of the Merger, including all committees thereof as constituted at such time, shall be the directors and committees thereof of the Surviving Corporation until their successors are elected and qualified in accordance with the Bylaws of the Surviving Corporation.

3.04 The officers of HBCI in office at the Effective Time of the Merger shall be the officers of the Surviving Corporation, holding the offices in the Surviving Corporation which they hold in HBCI, until their successors are elected or appointed and qualified in accordance with the Bylaws of the Surviving Corporation.

3.05 All corporate acts, plans, policies, applications, agreements, orders, registrations, licenses, approvals and authorizations of the Constituent Corporations, their respective shareholders, Boards of Directors, committees elected or appointed by their Boards of Directors, officers and agents, which were valid and effective immediately prior to the Effective Time of the Merger, shall be taken for all purposes on and after the Effective Time of the Merger as the acts, plans, policies, applications, agreements, orders, registrations, licenses, approvals and authorizations of the Surviving Corporation and shall be effective and binding thereon as the same were with respect to the Constituent Corporations immediately prior to the Effective Time of the Merger.

ARTICLE FOUR

4.01 Each of the issued and outstanding shares of HBCBT Common Stock held by its shareholders immediately prior to the Effective Time of the Merger shall be canceled at the Effective Time of the Merger, and the cancellation reflected upon the stock records of HBCBT. Each of the issued and outstanding shares of HBCI Common Stock held by its shareholders immediately prior to the Effective Time of the Merger shall remain outstanding and represent one share of common stock of the Surviving Corporation.

4.02 HBCI agrees that it will promptly pay to the dissenting shareholders of HBCBT the amount, if any, to which they may be entitled under the provisions of the Illinois Administrative Code with respect to the rights of dissenting shareholders.

ARTICLE FIVE

5.01 At the Effective Time of the Merger, the Surviving Corporation shall possess all of the rights, privileges, powers, franchises and licenses of a public as well as of a private nature; and all property, real, personal and mixed, and all debts due on whatever account, and all other choses in action and all and every other interest, of or belonging to each of the Constituent Corporations shall be taken and be deemed to be transferred to and vested in the Surviving Corporation without further act or deed. Without limiting the generality of the foregoing, the ownership of the capital stock of the FCC licensee, a subsidiary of HBCBT, shall be deemed transferred to the Surviving Corporation. The FCC licensee is listed on Exhibit A. The parties agree to cooperate in all filings and applications to the FCC regarding the Merger or change in licensee.

5.02 Title to any real or personal property, whether by deed or otherwise, vested in either of the Constituent Corporations, shall not revert or be in anyway impaired by reason hereof; provided, that all rights of creditors and all liens upon any property of the Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens immediately before the Effective Time of the Merger. The Surviving Corporation shall, at the Effective Time of Merger and thereafter, be responsible and liable for all debts, liabilities and duties of the Constituent Corporations, and any claim existing or action or proceeding pending by or against any Constituent Corporation may be prosecuted against the Surviving Corporation.

5.03 If at any time the Surviving Corporation shall deem or be advised that additional grants, assignments, confirmations or assurances are necessary or desirable to vest or to perfect or confirm of record or otherwise in the Surviving Corporation the title to any property of either Constituent Corporation, the officers, or any of them, or the directors of such Constituent Corporation may execute and deliver any and all such deeds, assignments, confirmations and assurances and do all things necessary or proper so as best to prove, confirm and ratify title to such property in the Surviving Corporation or otherwise to carry out the purposes of the Merger and the terms of this Agreement. The Surviving Corporation shall have the same power and authority to act in respect to any debt, liabilities and duties of the Constituent Corporations as the Constituent Corporations would have had, had they continued in existence.

ARTICLE SIX

6.01 This Agreement shall be submitted at the earliest practicable date to the shareholders of the Constituent Corporations for adoption and, if adopted by the vote required by the law of the respective State under which each Constituent Corporation is organized, shall be made effective as soon as practicable thereafter.

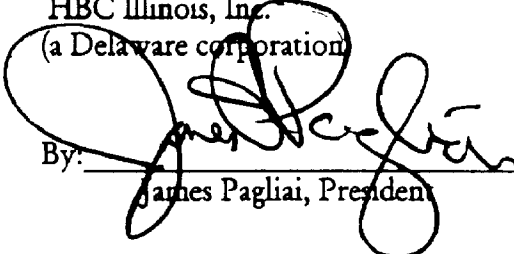
6.02 The directors of either of the Constituent Corporations may, in their sole discretion, abandon the Merger subject to the right of third parties under any contracts relating thereto, without further action or approval from the shareholders of their respective corporations, at any time before the Effective Time of the Merger as provided by the laws of each of the States under which the Constituent Corporations are organized.


ARTICLE SEVEN

7.01 This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed to be original, but all of which together shall constitute one and the same instrument.

7.02 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, oral and written, between the parties with respect to its subject matter.

IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Agreement to be executed by and on its behalf and in its corporate name as of the date first above written.

HBC Illinois, Inc.
(a Delaware corporation)
By: 
James Pagliai, President

HBC Broadcasting Texas, Inc.
(a Delaware corporation)
By: 
McHenry T. Tichenor, Jr., President

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"HBC BROADCASTING TEXAS, INC.", A DELAWARE CORPORATION, WITH AND INTO "HBC ILLINOIS, INC." UNDER THE NAME OF "HBC ILLINOIS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-NINTH DAY OF DECEMBER, A.D. 1999, AT 10 O'CLOCK A.M.

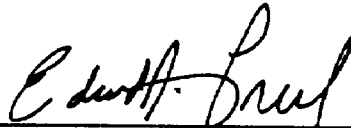
AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 1999.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



2442008 8100M

991566992


Edward J. Freel, Secretary of State

AUTHENTICATION: 0172021

DATE: 12-30-99

TRADEMARK

REEL: 002045 FRAME: 0391

**CERTIFICATE OF MERGER
OF
DOMESTIC CORPORATIONS**

Pursuant to the provisions of Section 251 of the Delaware General Corporation Law, HBC Illinois, Inc., a Delaware corporation, hereby delivers to the Secretary of State of Delaware the following Certificate of Merger:

1. The names of the constituent corporations in the merger and the states under the laws of which they are respectively organized are:

<u>Name of Corporation</u>	<u>State of Incorporation</u>
HBC Illinois, Inc.	Delaware
HBC Broadcasting Texas, Inc.	Delaware

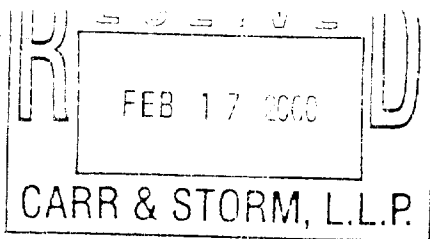
2. The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with Section 251 of the Delaware General Corporation Law.
3. HBC Broadcasting Texas, Inc. will merge with and into HBC Illinois, Inc. (the "Merger"), and HBC Illinois, Inc. shall be the corporation surviving the Merger (the "Surviving Corporation") and shall continue its corporate existence under the laws of the State of Delaware. The Certificate of Incorporation of HBC Illinois, Inc. shall be the Surviving Corporation's Certificate of Incorporation.
4. A copy of the executed Agreement and Plan of Merger is on file at the principal place of business of the Surviving Corporation at 625 N. Michigan Avenue, Floor 3, Chicago, Illinois 60611. A copy of the Agreement and Plan of Merger will be furnished by HBC Illinois, Inc., as the Surviving Corporation, on request and without cost, to any stockholder of any of the constituent corporations.
5. The effective date of this Certificate of Merger will be December 31, 1999 at 11:59 pm EST.

IN WITNESS WHEREOF, the undersigned corporation has executed this Certificate of Merger as of the ~~31st~~^{29th} day of December, 1999.

HBC ILLINOIS, INC.

By: _____

James Pagani
President



CONTRIBUTION AGREEMENT

This Contribution Agreement (this "Agreement"), dated as of December 31, 1999, is by and between HBC Illinois, Inc., a Delaware corporation ("HBCI"), and HBC Broadcasting Texas, L.P., a Texas limited partnership ("HBC LP").

WITNESSETH:

WHEREAS, in a reorganization of four of the subsidiaries of Hispanic Broadcasting Corporation, Tichenor Media System, Inc., a Delaware corporation ("TMS"), La Oferta, Inc., an Illinois corporation ("LO"), HBC Houston, Inc., a Delaware corporation ("HBCH"), and HBC Broadcasting Texas, Inc., a Delaware corporation ("HBCBT") (TMS, LO, HBCH and HBCBT are herein collectively sometimes referred to as the "Subsidiaries"), have been merged into HBCI, with HBCI being the surviving corporation; and

WHEREAS, the Subsidiaries, prior to their respective mergers, owned certain radio stations based in Texas, which are now owned by HBCI; and

WHEREAS, HBCI would like to contribute all of its assets, liabilities, rights and obligations of those Texas based radio stations to HBC LP as part of the reorganization referenced above; and

WHEREAS, HBCI is the sole limited partner of HBC LP;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the parties hereto agree as follows:

1. **Contribution of Assets.** HBCI immediately hereby sells, assigns, transfers, delivers and contributes to HBC LP all of the assets, liabilities, rights and obligations of the Texas-based radio stations listed on Exhibit A attached hereto and made a part hereof for all purposes (collectively, the "Stations"). HBC LP hereby accepts the transfer of the Stations and the assumption of all liabilities and obligations of the Stations. For and in consideration of the contribution of the Stations, the value of HBCI limited partnership interest in HBC LP shall be increased by the value of the Stations.

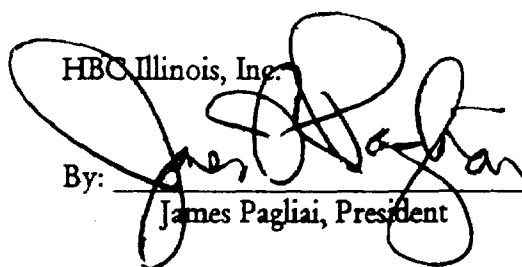
2. **Warranty of Title.** HBCI hereby represents and warrants to HBC LP that HBCI is the lawful owner of the Stations.

3. **Defense of Title.** HBCI binds itself and its successors, heirs and assigns to warrant and defend the title to the assets of the Stations to HBC LP.

4. **Further Assurances.** HBCI hereby covenants and agrees with HBC LP and its successors and assigns that from time to time after the delivery of this instrument, at the request of HBC LP and without further consideration, HBCI will execute and deliver such other and further agreements of transfer, assignment and conveyance and all such notices, releases, acquittances and other documents and will do or cause to be done all and every such further act as may be appropriate to more specifically identify the assets or necessary to transfer, assign and convey to and vest in the transferee all and singular the assets sold, conveyed, transferred, assigned and delivered to transferee hereby or intended so to be.

5. **Miscellaneous.** This Agreement (i) shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, administrators, successors and assigns; (ii) may not in any way be altered, amended, modified or upgraded except by an instrument in writing signed by the parties hereto; and (iii) may be executed in multiple counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date written above.

HBC Illinois, Inc.
By: 
James Pagliai, President

HBC Broadcasting Texas, L.P.

By: HBC GP Texas, Inc.,
its General Partner

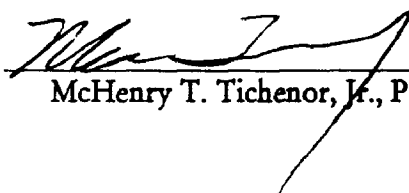
By: 
McHenry T. Tichenor, Jr., President

EXHIBIT "A"

ASSETS TO BE TRANSFERRED

Asset Description

Formerly Owned by:

Operating assets of:

KGBT(AM), McAllen
KGBT(FM), McAllen
KIWW(FM), McAllen
KOVE(FM), Houston
KOVA(FM), Houston
KLTO(FM), Houston
KRTX(FM), Houston
KLAT(AM), Houston
KRTX(AM), Houston
KXTN(FM), San Antonio
KCOR(AM), San Antonio
KROM(FM), San Antonio
KXTN(AM), San Antonio
KBNA(AM), El Paso
KBNA(FM), El Paso
KAMA(AM), El Paso

Tichenor Media System, Inc.

Operating assets of:

KLTN(FM), Houston

HBC Houston, Inc.

Operating assets of:

KDXT(FM), Dallas

HBC Broadcasting Texas, Inc.

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement"), dated as of December 31, 1999, is entered into by and between Tichenor Media System, Inc., a Delaware corporation ("TMS"), and HBC Illinois, Inc., a Delaware corporation ("HBCI").

WHEREAS, TMS is a corporation duly organized and validly existing under the laws of the State of Delaware; and

WHEREAS, TMS is authorized to issue 10,000 shares of Common Stock, \$0.01 par value ("TMS Common Stock"), of which 1,000 shares are issued and outstanding as of the date of this Agreement and entitled to vote on the Merger (as hereinafter defined); and

WHEREAS, HBCI is a corporation duly organized and validly existing under the laws of the State of Delaware; and

WHEREAS, HBCI is authorized to issue 3,000 shares of Common Stock, no par value ("HBCI Common Stock"), of which 2,100 shares are issued and outstanding as of the date of this Agreement and entitled to vote on the Merger; and

WHEREAS, the Board of Directors of TMS and HBCI deem it advisable, and for the benefit and in the best interest of their respective corporations and shareholders, that such corporations (sometimes collectively referred to herein as the "Constituent Corporations") effect a tax-free reorganization pursuant to Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code"), by merging the Constituent Corporations into a single corporation (the "Merger"), with HBCI being the Surviving Corporation (HBCI, in its capacity as the Surviving Corporation, sometimes being referred to herein as the "Surviving Corporation"), upon the terms and conditions set forth in this Agreement and pursuant to the applicable laws of the jurisdictions under which the Constituent Corporations are organized; and

WHEREAS, the Boards of Directors of the Constituent Corporations have approved this Agreement and directed that this Agreement be submitted to their respective shareholders for approval and adoption;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for the purpose of prescribing the terms and conditions of the Merger, the parties hereto agree as follows:

ARTICLE ONE

1.01 In accordance with Delaware law, at the Effective Time of the Merger (as hereinafter defined), the Constituent Corporations shall be merged into a single corporation, HBCI, which shall be the Surviving Corporation, and HBCI, as the Surviving Corporation, shall continue to exist under and be governed by the laws of the State of Delaware.

1.02 Except as may otherwise be set forth herein, the corporate existence and identity of HBCI, as the Surviving Corporation, with all its purposes, powers, franchises, privileges, rights and immunities, shall continue unaffected and unimpaired by the Merger, and the corporate existence and identity of TMS, with all of its purposes, powers, franchises, privileges, rights and immunities, at the Effective Time of the Merger shall be merged with and into HBCI, as the Surviving Corporation, and the Surviving Corporation shall be vested fully therewith, and the separate corporate existence and identity of TMS shall thereafter cease except to the extent continued by statute.

1.03 It is intended that the Merger shall constitute a statutory merger within the meaning of Section 368a(1)(A) of the Internal Revenue Code of 1986, as amended.

ARTICLE TWO

2.01 The Merger shall become effective (the "Effective Time of the Merger") upon compliance with all applicable requirements of Delaware law and the issuance by the Secretary of State of the State of Delaware of a Certificate of Merger.

ARTICLE THREE

3.01 The Articles of Incorporation of HBCI in effect at the Effective Time of the Merger shall constitute the Articles of Incorporation of the Surviving Corporation until further amended, altered or repealed in the manner provided by law.

3.02 The Bylaws of HBCI in effect at the Effective Time of the Merger shall be the Bylaws of the Surviving Corporation until amended, altered or repealed in the manner provided therein or by law.

3.03 The directors of HBCI in office at the Effective Time of the Merger, including all committees thereof as constituted at such time, shall be the directors and committees thereof of the Surviving Corporation until their successors are elected and qualified in accordance with the Bylaws of the Surviving Corporation.

3.04 The officers of HBCI in office at the Effective Time of the Merger shall be the officers of the Surviving Corporation, holding the offices in the Surviving Corporation which they hold in HBCI, until their successors are elected or appointed and qualified in accordance with the Bylaws of the Surviving Corporation.

3.05 All corporate acts, plans, policies, applications, agreements, orders, registrations, licenses, approvals and authorizations of the Constituent Corporations, their respective shareholders, Boards of Directors, committees elected or appointed by their Boards of Directors, officers and agents, which were valid and effective immediately prior to the Effective Time of the Merger, shall be taken for all purposes on and after the Effective Time of the Merger as the acts, plans, policies, applications, agreements, orders, registrations, licenses, approvals and authorizations of the Surviving Corporation and shall be effective and binding thereon as the same were with respect to the Constituent Corporations immediately prior to the Effective Time of the Merger.

ARTICLE FOUR

4.01 Each of the issued and outstanding shares of TMS Common Stock held by its shareholders immediately prior to the Effective Time of the Merger shall be canceled at the Effective Time of the Merger, and the cancellation reflected upon the stock records of TMS. Each of the issued and outstanding shares of HBCI Common Stock held by its shareholders immediately prior to the Effective Time of the Merger shall remain outstanding and represent one share of common stock of the Surviving Corporation.

4.02 HBCI agrees that it will promptly pay to the dissenting shareholders of TMS the amount, if any, to which they may be entitled under the provisions of the Illinois Administrative Code with respect to the rights of dissenting shareholders.

ARTICLE FIVE

5.01 At the Effective Time of the Merger, the Surviving Corporation shall possess all of the rights, privileges, powers, franchises and licenses of a public as well as of a private nature; and all property, real, personal and mixed, and all debts due on whatever account, and all other choses in action and all and every other interest, of or belonging to each of the Constituent Corporations shall be taken and be deemed to be transferred to and vested in the Surviving Corporation without further act or deed. Without limiting the generality of the foregoing, the ownership of the capital stock of the FCC licensees, subsidiaries of TMS, shall be deemed transferred to the Surviving Corporation. Such FCC licensees are listed on Exhibit A. The parties agree to cooperate in all filings and applications to the FCC regarding the Merger or change in licensee.

5.02 Title to any real or personal property, whether by deed or otherwise, vested in either of the Constituent Corporations, shall not revert or be in anyway impaired by reason hereof; provided, that all rights of creditors and all liens upon any property of the Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens immediately before the Effective Time of the Merger. The Surviving Corporation shall, at the Effective Time of Merger and thereafter, be responsible and liable for all debts, liabilities and duties of the Constituent Corporations, and any claim existing or action or proceeding pending by or against any Constituent Corporation may be prosecuted against the Surviving Corporation.

5.03 If at any time the Surviving Corporation shall deem or be advised that additional grants, assignments, confirmations or assurances are necessary or desirable to vest or to perfect or confirm of record or otherwise in the Surviving Corporation the title to any property of either Constituent Corporation, the officers, or any of them, or the directors of such Constituent Corporation may execute and deliver any and all such deeds, assignments, confirmations and assurances and do all things necessary or proper so as best to prove, confirm and ratify title to such property in the Surviving Corporation or otherwise to carry out the purposes of the Merger and the terms of this Agreement. The Surviving Corporation shall have the same power and authority to act in respect to any debt, liabilities and duties of the Constituent Corporations as the Constituent Corporations would have had, had they continued in existence.

ARTICLE SIX

6.01 This Agreement shall be submitted at the earliest practicable date to the shareholders of the Constituent Corporations for adoption and, if adopted by the vote required by the law of the respective State under which each Constituent Corporation is organized, shall be made effective as soon as practicable thereafter.

6.02 The directors of either of the Constituent Corporations may, in their sole discretion, abandon the Merger subject to the right of third parties under any contracts relating thereto, without further action or approval from the shareholders of their respective corporations, at any time before the Effective Time of the Merger as provided by the laws of each of the States under which the Constituent Corporations are organized.

ARTICLE SEVEN

7.01 This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed to be original, but all of which together shall constitute one and the same instrument.

7.02 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, oral and written, between the parties with respect to its subject matter.

IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Agreement to be executed by and on its behalf and in its corporate name as of the date first above written.

HBC Illinois, Inc.

(a Delaware corporation)

By: 

James Pagliai, President

Tichenor Media System, Inc.

(a Delaware corporation)

By: 

McHenry T. Tichenor, Jr., President

EXHIBIT A

FCC LICENSES OF TMS SUBSIDIARIES

TICHENOR LICENSE CORPORATION

KGBT(AM), McAllen
KGBT(FM), McAllen
KIWW(FM), McAllen
KOVE(FM), Houston
KOVA(FM), Houston
KLTO(FM), Houston
KRTX(FM), Houston
KLAT(AM), Houston
KRTX(AM), Houston
KXTN(FM), San Antonio
KXTN(AM), San Antonio
KCOR(AM), San Antonio
KROM(FM), San Antonio
KBNA(AM), El Paso
KBNA(FM), El Paso
KAMA(AM), El Paso
WIND(AM), Chicago
WOJO(FM), Chicago

TMS LICENSE CALIFORNIA, INC.

KSOL(FM), San Francisco
KZOL(FM), San Francisco