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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 9.13.01 Primedia Broadcast Group, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State - Puerto Rico Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: September 22, 1999

2. Name and address of receiving party(ies) Name: Spanish Broadcasting System Internal of Puerto Rico, Inc. Address:

Street Address: 2601 S. Bayshore Dr., PH2

City: Coconut State: Florida Zip: 33133 Grove

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,214,938; 2,084,892; 2,084,891; and 2,259,869

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John P. Rynkiewicz

Internal Address: Kaye Scholer LLP Suite 1100

Street Address: 901 Fifteenth St., NW

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$115.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

11-0228

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

John P. Rynkiewicz Name of Person Signing

Signature

Sep. 12, 2001 Date

Total number of pages including cover sheet, attachments, and document: 16

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

STOCK PURCHASE AGREEMENT

AMONG

“Seller,”

CHANCELLOR MEDIA CORPORATION OF LOS ANGELES,

the “Companies,”

PRIMEDIA BROADCAST GROUP, INC.

WIO, INC.

CADENA ESTEREOTEMPO, INC.

PORTORICAN AMERICAN BROADCASTING, INC.

WLDI, INC.

WRPC, INC.

WOYE, INC.

WZNT, INC.

WOQI, INC.

AND

“Buyer,”

SPANISH BROADCASTING SYSTEM OF PUERTO RICO, INC.

September 22, 1999

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STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this "Agreement") is entered into as of September 22, 1999, by and between SPANISH BROADCASTING SYSTEM OF PUERTO RICO, INC., a Delaware corporation ("Buyer"), and CHANCELLOR MEDIA CORPORATION OF LOS ANGELES, a Delaware corporation ("Seller") and PRIMEDIA BROADCAST GROUP, INC., WIO, INC., WLDI, INC., WRPC, INC., WOYE, INC., WZNT, INC., WOQI, INC., CADENA ESTEREOTEMPO, INC. and PORTORICAN AMERICAN BROADCASTING, INC., all of which are organized under the laws of the Commonwealth of Puerto Rico (collectively, the "Companies"). The Buyer, Seller and the Companies are referred to collectively herein as the "Parties".

The Seller owns all of the issued and outstanding capital stock of the Companies, except for Portorican American Broadcasting, Inc., a wholly owned subsidiary of WOQI, Inc. and Cadena Estereotempo, Inc., a wholly owned subsidiary of WIO, Inc. (the capital stock of all of the Companies, except for the capital stock of Portorican American Broadcasting, Inc. and Cadena Estereotempo, Inc., is collectively referred to herein as the "Target Shares," and the capital stock of Cadena Estereotempo, Inc. and Portorican American Broadcasting, Inc. is collectively referred to herein as the "Subsidiary Shares").

The Companies own and operate radio stations WIOA(FM), San Juan, Puerto Rico, WIOB(FM), Mayaguez, Puerto Rico, WIOC(FM), Ponce, Puerto Rico, WCOM(FM), Bayamon, Puerto Rico, WZMT(FM), Ponce, Puerto Rico, WOYE-FM, Mayaguez, Puerto Rico, WCTA-FM, San German, Puerto Rico, and WZNT(FM), San Juan, Puerto Rico (all of the above enumerated radio stations being hereinafter referred collectively to as the "Stations" or individually as "Station") pursuant to licenses issued by the Federal Communications Commission (the "FCC").

Seller desires to sell and Buyer desires to purchase all of the issued and outstanding Target Shares and Subsidiary Shares and by so doing acquires the radio broadcasting business currently conducted by the Stations, upon the terms and conditions hereinafter set forth.

Now, therefore, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows.

ARTICLE I. DEFINITIONS.

1.1 Definitions. The following terms shall have the following meanings in this Agreement:

"Accounting Firm" has the meaning set forth in Section 2.6.

"Adequate Financing" has the meaning set forth in Section 5.9.

"Aged Receivables" has the meaning set forth in Section 2.6.

“Assets” means all of the tangible and intangible assets owned, leased or licensed by the Companies, including the FCC Licenses, and used or useful in connection with the conduct of the business and operations of the Companies.

“Base Amount” has the meaning set forth in Section 2.6.

“Buyer” has the meaning set forth in the preface above.

“Buyer Indemnitees” has the meaning set forth in Section 8 below.

“Closing” has the meaning set forth in Section 2.4.

“Closing Date” has the meaning set forth in Section 2.4.

“Closing Working Capital” has the meaning set forth in Section 2.6.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commencement Date” shall have the meaning set forth in the TBA.

“Communications Act” has the meaning set forth in Section 3.4.

“Companies” has the meaning set forth in the preface.

“Confidential Information” means any information concerning the businesses and affairs of the Seller and the Companies that is not already generally available to the public.

“Consents” means the consents set forth in Schedule 3.9, the FCC Consent, and the expiration or termination of the applicable waiting period under the Hart-Scott-Rodino Act, all of which are necessary to transfer the Target Shares and the Subsidiary Shares to Buyer or otherwise to consummate the transactions contemplated hereby.

“Contract” means any agreement, written or oral (including any amendments and other modifications thereto), to which any of the Companies is a party or which affects or relates to the Assets or the business or operations of the Companies.

“DOJ” has the meaning set forth in Section 5.3.

“Employee Benefit Plan” means any (a) nonqualified deferred compensation or retirement plan or arrangement which is an Employee Pension Benefit Plan, (b) qualified defined contribution retirement plan or arrangement which is an Employee Pension Benefit Plan, (c) qualified defined benefit retirement plan or arrangement which is an Employee Pension Benefit Plan (including any Multiemployer Plan), or (d) Employee Welfare Benefit Plan or material fringe benefit plan or program.

“Employee Pension Benefit Plan” has the meaning set forth in ERISA Section 3(2).

“Employee Welfare Benefit Plan” has the meaning set forth in ERISA Section 3(1).

“Environmental Laws” means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act of 1976, and the Occupational Safety and Health Act of 1970, each as amended, together with all other laws (including rules, regulations, codes, injunctions, judgments, orders, decrees, and rulings thereunder) of federal, state, local, foreign and Puerto Rico governments (and all agencies thereof including the rules and regulations of the Environmental Protection Agency and the Environmental Quality Board of Puerto Rico) concerning pollution or protection of the environment, public health and safety, or employee health and safety, including laws relating to emissions, discharges, releases, or threatened releases of pollutants, contaminants, or chemical, industrial, hazardous, or toxic materials or wastes into ambient air, surface water, ground water, or lands or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, or chemical, industrial, hazardous, or toxic materials or wastes.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Escrow Agent” has the meaning set forth in the Escrow Deposit Agreement.

“Escrow Deposit” has the meaning set forth in Section 2.2.

“Escrow Deposit Agreement” means the agreement set forth in Exhibit A.

“Estimated Closing Working Capital” has the meaning set forth in Section 2.6.

“FCC” has the meaning set forth in the preface.

“FCC Applications” has the meaning set forth in Section 5.2.

“FCC Consent” means actions by the FCC granting its consent to the transfer of control of the Companies to Buyer as contemplated by this Agreement, which is not reversed, stayed, enjoined, set aside, or suspended, and with respect to which no timely request for stay, rehearing, or review is pending.

“FCC Licenses” means all of the licenses, permits and other authorizations issued by the FCC to the Companies and applications to the FCC relating to or used in the business or operation of the Stations, including those listed on Schedule 3.4 hereto, together with any renewals, modifications or additions thereto between the date hereof and the Closing Date.

“Final WC Statement” has the meaning set forth in Section 2.6.

“Financial Statements” has the meaning set forth in Section 3.11.

“Financing Date” has the meaning set forth in Section 5.9.

“FTC” has the meaning set forth in Section 5.3.

“GAAP” means United States generally accepted accounting principles as in effect from time to time.

“Hart-Scott-Rodino Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended together with all rules and regulations promulgated thereunder.

“Indemnified Party” has the meaning set forth in Section 8.5.

“Indemnitor” has the meaning set forth in Section 8.5.

“Initial WC Statement” has the meaning set forth in Section 2.6.

“Inspection Period” has the meaning set forth in Section 5.6.

“Intellectual Property” means (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (b) all trademarks, service marks, trade dress, call letters, logos, trade names, franchise corporate names and Internet domain names together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) all computer software (including data and related documentation), (g) all other proprietary rights, and (h) all copies and tangible embodiments thereof (in whatever form or medium).

“IPO” has the meaning set forth in Section 5.9.

“Knowledge” means actual knowledge.

“Licenses” means all licenses, permits and other authorizations issued by any federal, state, local, municipal, Puerto Rico or foreign government agency, department, commission or otherwise to the Companies and necessary for the lawful operation of the Stations, other than FCC Licenses or licenses, permits, and other authorizations required under Environmental Laws.

“Lien” has the meaning set forth in Section 3.5.

“Material Contract” has the meaning set forth in Section 3.8.

“Multiemployer Plan” has the meaning set forth in ERISA Section 3(37).

“Net Negative Trade Balance” has the meaning set forth in Section 5.8.

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

SPANISH BROADCASTING SYSTEM OF
PUERTO RICO, INC.

By: Joseph A. Garcia
Name: JOSEPH A. GARCIA
Title: CFO

CHANCELLOR MEDIA CORPORATION
OF LOS ANGELES

By: _____
Name: _____
Title: _____

PRIMEDIA BROADCAST GROUP, INC.

By: _____
Name: _____
Title: _____

WIO, INC.

By: _____
Name: _____
Title: _____

CADENA ESTEREOTEMPO, INC.

By: _____
Name: _____
Title: _____

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

SPANISH BROADCASTING SYSTEM OF
PUERTO RICO, INC.

By: _____
Name: _____
Title: _____

CHANCELLOR MEDIA CORPORATION
OF LOS ANGELES

By: WSB _____
Name: William S. Banowsky
Title: Executive Vice President

PRIMEDIA BROADCAST GROUP, INC.

By: WSB _____
Name: William S. Banowsky
Title: Executive Vice President

WIO, INC.

By: WSB _____
Name: William S. Banowsky
Title: Executive Vice President

CADENA ESTEREOTEMPO, INC.

By: WSB _____
Name: William S. Banowsky
Title: Executive Vice President

PORTORICAN AMERICAN
BROADCASTING, INC.

By: WSB
Name: William S. Banowsky
Title: Executive Vice President

WLDI, INC.

By: WSB
Name: William S. Banowsky
Title: Executive Vice President

WPRC, INC.

By: WSB
Name: William S. Banowsky
Title: Executive Vice President

WOYE, INC.

By: WSB
Name: William S. Banowsky
Title: Executive Vice President

WZNT, INC.

By: WSB
Name: William S. Banowsky
Title: Executive Vice President

WOQI, INC.

By: WSB
Name: William S. Banowsky
Title: Executive Vice President

Schedule 3.10

INTELLECTUAL PROPERTY

TRADEMARKS

Station	Service/mark	Registration Number	Filing Date	Expiration Date	International Class	Date of First Use
PRIMEDIA						
	PRIMEDIA BROADCAST GROUP	530	09/19/95	09/12/2005		08/23/95
	PRIMEDIA BROADCAST GROUP	37119	09/19/95	09/19/2005	38	08/23/95
	PRIMEDIA BROADCAST GROUP	38824	08/30/96	08/30/2006	41	08/23/95
ZETA NW						
	LA Z SONIDO NACIONAL	37083	09/19/95	09/19/2005	41	08/23/95
	LA Z SONIDO NACIONAL	37112	09/19/95	09/19/2005	38	08/23/95
	LA Z	552	09/19/95	09/19/2005		08/23/95
	CLASICOS DEL SALON DE LA FAMA	34854	11/15/94	11/15/2004	9	NONE
COSMOS NW						
	COSMOS 94 TU EMISORA RADIOAC	37113	09/19/95	09/19/2005	41	08/23/95
	COSMOS 94 TU EMISORA RADIOAC	37116	09/19/95	09/19/2005	38	08/23/95
	HITS (HITS ROTATION X)	37115	09/19/95	09/19/2005	41	08/23/95
	HITS (HITS ROTATION X)	37114	09/19/95	09/19/2005	38	08/23/95
	VACLON DE LA MANANA	37117	09/19/95	09/19/2005	41	08/23/95
	VACLON DE LA MANANA	37118	09/19/95	09/19/2005	38	08/23/95
	HITS ROTATION FOR GEN X	37110	09/19/95	09/19/2005	41	08/23/95
	HITS ROTATION FOR GEN X	37111	09/19/95	09/19/2005	38	08/23/95
	COSMOS 94	881	09/19/98	09/19/103		
ESTEREOTEMPO NW						
	LA NUEVA ESTEREOTEMPO	39702			38	
	LA NUEVA ESTEREOTEMPO	37901			41	
CADENA ESTEREOTEMPO, CALIDAD DE						
	MUSICA, CALIDAD DE VIDA	36,854	02/21/97			
	ENCUENTRO DE LOS GRANDES	36,849	02/21/97			
	LA NUEVA ESTEREOTEMPO	807	07/22/97	07/22/07	16	

DC_DOCSTV01022.1 (W97)

The following trademarks are also registered in the United States as indicated below:

	<u>Serial No.</u>	<u>Reg. No.</u>
— COSMOS 94 TU EMISORA RADIATIVA	75/048,080	2,084,892
— HRX		2,084,891
— VACION DE LA MAÑANA		
— LA NUEVA ESTEROTEMPO	75/304,422	

The following phrases are in the process of being registered in Puerto Rico for Cosmos:

DONDE TU MUSICA MANDA
 EL GRAN MARATON PARA GENIOS
 DOMINGOS DE MUSICA LIBRE
 THE COSMOS MUSIC CHALLENGE
 DICTADORES DE LA MUSICA

TRADEMARK