

4/18/02

05-15-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RECORD TRADEMARK



DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

New Age Broadcasting, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State - Florida, 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: March 27, 1997

2. Name and address of receiving party(ies)

Name: Spanish Broadcasting Internal System, Inc.

Address: Street Address: 2601 South Bayshore Dr. Penthouse 2 City: Coconut Grove State: FL Zip: 33133

- 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) 1905974

Additional number(s) attached Yes No

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

Name: John Rynkiewicz, Esq.

Internal Address: Kaye Scholer LLP

Street Address: 901-15th St., NW

11th Floor

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 45.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Allan G. Moskowitz

Name of Person Signing

Signature

March 13, 2002

Date

Total number of pages including cover sheet, attachments, and document.

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

TRADEMARK REEL: 002505 FRAME: 0435

GENERAL CONVEYANCE AND ASSIGNMENT

274 THIS GENERAL CONVEYANCE AND ASSIGNMENT, effective as of March 1997, is made by NEW AGE BROADCASTING, INC., a Florida corporation ("New Age"), and THE SEVENTIES BROADCASTING CORPORATION, a Florida corporation ("Seventies," and together with New Age, individually, a "Seller" and collectively, the "Sellers"), to SPANISH BROADCASTING SYSTEM, INC., a Delaware corporation (the "Buyer").

KNOW ALL MEN BY THESE PRESENTS, that pursuant to that certain Asset Purchase Agreement dated as of September 16, 1997, as amended on December 26, 1996 and February 28, 1997 (the "Purchase Agreement"), by and among the Buyer, Raul Alarcon, Jr., the Sellers and, with respect to Section 9.3 thereof only, Alan Potamkin, Russell A. Oasis and Robert Potamkin, and in consideration of the payment by the Purchaser of the sums set forth in the Purchase Agreement, the assumption by the Buyer of certain liabilities, obligations and commitments of the Sellers, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Sellers hereby grant, convey, assign, transfer and deliver to the Buyer, its successors and assigns, all of the Sellers' right, title, interest and benefit in and to the following tangible and intangible assets used or useful in connection with the conduct of the business or operations of the Stations, together with any additions thereto between the date of the Purchase Agreement and the Closing Date, but not including the Excluded Assets described in Section 2.2 of the Purchase Agreement, (the "Assets"), free and clear of any and all liabilities, liens, encumbrances, mortgages, security interests, pledges, restrictions and claims of any kind or nature, contingent or otherwise, except for Permitted Liens (all terms not otherwise defined herein shall have the same meanings as set forth in the Purchase Agreement):

(a) The Tangible Personal Property; (b) the Real Property; (c) the Licenses; (d) the Assumed Contracts; (e) the Intangibles; (f) all of Sellers' proprietary information, technical information and data, transferable warranties, maps, computer discs and tapes, plans, diagrams, blueprints, and schematics, including filings with the FCC relating to the business and operations of the Stations; and (g) all of Sellers' books and records relating to the business and operations of the Stations, and all of Sellers' records required by the FCC to be kept by the Stations.

TO HAVE AND TO HOLD the same unto the Buyer, its successors and assigns forever.

The Sellers do, for themselves and their successors and assigns, hereby represent, warrant, covenant and agree to and with the Buyer, its successors and assigns, that they are the lawful owners of the Assets; that they are free from all liens and encumbrances except for Permitted Liens; that they have good and valid right to bargain, grant, transfer, convey and deliver the same to the Buyer, and that they will warrant and defend title to said Assets unto the Buyer, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

The Sellers hereby constitute and appoint the Buyer, its successors and assigns, the true and lawful attorney or attorneys of the Sellers, with full power of substitution, in the name of the Buyer or in the name of the Sellers, but by and on behalf of and for the sole benefit of the Buyer, its successors and assigns, to demand and receive from time to time any and all of the Assets, and from time to time to institute and prosecute, in the name of the Sellers or otherwise, any and all proceedings at law, in equity or otherwise which the Buyer or its successors or assigns may deem necessary or desirable in order to receive, collect, assert or enforce any claim, right or title of any kind in or to the Assets hereby transferred, assigned and conveyed to the Buyer and to defend and compromise any and all actions, suits or proceedings in respect thereof and to do all such acts and things and execute any instruments in relation thereto as the Buyer or its successors or assigns shall deem advisable. The Sellers hereby agree that the foregoing appointment made and the powers hereby granted are coupled with an interest and shall be irrevocable by the Sellers or by their dissolution or in any manner or for any reason.

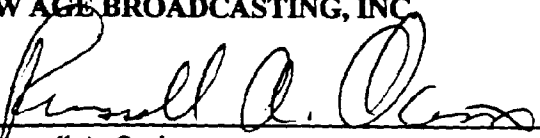
The Sellers hereby covenant and agree that in the event that either (i) any of the Assets covered in this General Conveyance and Assignment cannot be transferred or assigned by it without the consent of or notice to a third party and in respect of which any necessary consent or notice has not as of the date of delivery of this General Conveyance and Assignment been given or obtained, or (ii) any such Assets are nonassignable in their nature and will not pass by this General Conveyance and Assignment, the beneficial interest in and to the same will (unless the conveyance of such beneficial interest would violate the terms of any contract or other Assets) in any event pass to the Buyer, and the Sellers hereby covenant and agree (a) to hold, and hereby declare that they hold, such Assets in trust for, and for the benefit of, the Buyer, (b) to use all reasonable means to obtain and to secure such consent and give such notice as may be required to effect a valid transfer or transfers of such Assets, and (c) to make or complete such transfer or transfers as soon as reasonably possible.

The Sellers, for themselves and their successors and assigns, further covenant and agree that they will at any time and from time to time, at the request of the Buyer, its successors or assigns, do, execute and deliver, or cause to be done, executed or delivered, all such further acts, transfers, assignments and conveyances, for the better assuring, conveying and confirming unto the Buyer, its successors or assigns, full right, title, interest and benefit in or to the Assets as the Buyer, its successor or assigns shall reasonably require.

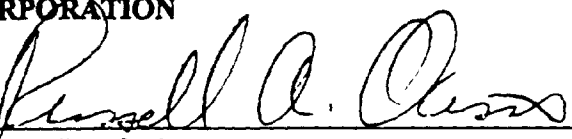
All of the terms and provisions of this General Conveyance and Assignment shall be binding upon the Sellers, and their successors and assigns and shall inure to the benefit of the Buyer and its successors and assigns.

IN WITNESS WHEREOF, the Sellers have caused this General Conveyance and Assignment to be signed in its name by its officers thereunto duly authorized and its corporate seal to be hereunto affixed, as of the date first above written.

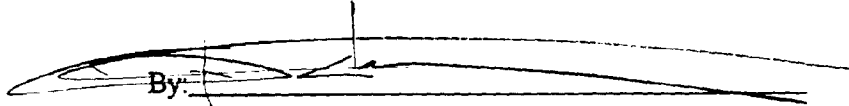
NEW AGE BROADCASTING, INC

By: 
Russell A. Oasis
President

THE SEVENTIES BROADCASTING CORPORATION

By: 
Russell A. Oasis
President

SPANISH BROADCASTING SYSTEM, INC.

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Intangibles

1. Seventies has filed a Federal Trademark Application with the U.S. Patent and Trademark Office ("PTO") for the purpose of registering the trademark "ROMANCE". A decision by the PTO regarding such registration is currently pending. Attached hereto as Annex A are copies of all correspondence with the PTO relating thereto.

2. New Age is the owner of the trademark "El Zol" as more fully described in the Certificate of Registration issued by the PTO attached hereto as Annex B.