

07-11-2002



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

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

102151016

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

1. Name of conveying party(ies): RADIO UNICA NETWORK, INC. 7.8.02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State (Delaware)
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: GENERAL ELECTRIC CAPITAL CORPORATION
Internal Address: Suite 700
Street Address: 2325 Lakeview Parkway
City: Alpharetta State: GA Zip: 30094
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
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 06/25/2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75/699,938
75/699,939
Additional number(s) attached Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Eric J. Hanson, Esq.
Internal Address: Smith, Gambrell & Russell, LLP
Suite 3100, Promenade II
Street Address: 1230 Peachtree Street, N.E.
City: Atlanta State: GA Zip: 30309-3592

6. Total number of applications and registrations involved: 3
7. Total fee (37 CFR 3.41): \$ 90.00
Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
Eric J. Hanson
Name of Person Signing
Signature
Date 7/1/02
Total number of pages including cover sheet, attachments, and document: 5

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

07/10/2002 6TON11 00000225 75699938
01 FC:481 40.00 OP
02 FC:482 50.00 OP

TRADEMARK REEL: 002541 FRAME: 0342

**Attachment to Recordation Form Cover Sheet
to Record Trademark Security Agreement
between**

**RADIO UNICA NETWORK, INC.
(Conveying Party)**

and

**GENERAL ELECTRIC CAPITAL CORPORATION
(Receiving Party)**

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

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
75/699,940	

LIT/765867.1

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June ^{25th} 2002, by RADIO UNICA NETWORK, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among Radio Unica Corp., a Delaware corporation, Grantor and the other entities signatory thereto as Borrowers (together with the Grantor, each a "Borrower", and collectively, the "Borrowers"), the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans to, and incur Letter of Credit Obligations for, the benefit of Borrowers;

WHEREAS, Agent and Lenders are willing to make the Loans and incur the Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, and grants to Agent for itself and the benefit of Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


RADIO UNICA NETWORK, INC.

By: 
Name: Steven E. Dawson
Its: Chief Financial Officer

Address:
8400 N.W. 52nd Street, Suite 101
Miami, Florida 33166

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

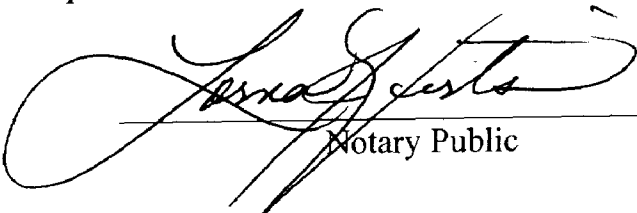
By: 
Name: RICHARD W. VARALLA
Its: Duly Authorized **DULY AUTHORIZED SIGNATORY**

Address:
2325 Lakeview Parkway, Suite 700
Alpharetta, Georgia 30004

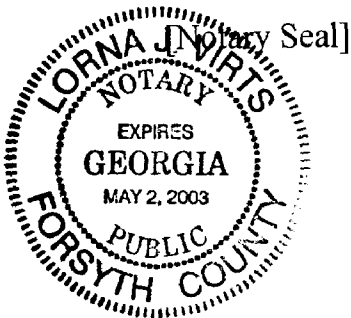
ACKNOWLEDGMENT OF GRANTOR

STATE OF Georgia)
) ss.
COUNTY OF Fulton)

On this 25th day of June, 2002, before me personally appeared STEVEN E. DAWSON, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Radio Unica Network, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO./APPLICATION NO.	DATE
Unica	75/699938	November 20, 2000
Unica	75/699939	August 1, 2001
Unica	75/699940	August 1, 2001

CORP/885800.3

RECORDED: 07/08/2002

TRADEMARK
REEL: 002541 FRAME: 0347