

07-17-2002

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

102158703 TRADEMARKS ONLY

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):

Liberman Broadcasting, Inc.

7-12-02

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State California, Other

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

3. Nature of conveyance:

- Assignment, Merger, SECURITY SERVICE MARK Agreement, Change of Name, Other

Execution Date: 7/9/02

2. Name and address of receiving party(ies)

Name: Fleet National Bank

Internal Address:

Street Address: 100 Federal Street

City: Boston State: MA Zip: 02110

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other National Bank

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)

number(s) attached Yes No

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

Name: Linda Champion, Legal Assistant

Internal Address: c/o Palmer & Dodge LLP

Street Address: 111 Huntington Avenue

City: Boston State: MA Zip: 02199-7613

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 3.41) \$ 415.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

16/0085

DO NOT USE THIS SPACE

9. Signature.

Linda Champion Name of Person Signing

Signature

7/9/02 Date

Total number of pages including cover sheet, attachments, and document: 13

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

07/17/2002 BTOM11 00000034 160085 76296579

01 FC-481 40.00 CH 02 FC-482 375.00 CH

TRADEMARK REEL: 002544 FRAME: 0857

SCHEDULE A**Service Marks**

<u>Mark</u>	<u>Serial Number</u>	<u>File Date</u>
LA SONIDERA	76/296579	AUGUST 6, 2001
RADIO RANCHITO	76/275930	JUNE 21, 2001
LA NUMERO ONE	76/296968	AUGUST 6, 2001
SONIDO 96.7 SOBROSA	76/287857	JULY 18, 2001
SONIDO	76/287856	JULY 18, 2001
SONIDO 96.7	76/287855	JULY 18, 2001
PLANETA X	76/296585	AUGUST 6, 2001
BARRA LIBRE	76/296583	AUGUST 6, 2001
NOCHES SONIDERAS	76/296578	AUGUST 6, 2001
LA CHANGA	76/296577	AUGUST 6, 2001
LA CHANGADA	76/296576	AUGUST 6, 2001
LA RANCHERA	76/296971	AUGUST 6, 2001
98.5/103.3 FM LA RAZA	76/296584	AUGUST 6, 2001
LA RAZA NORTENA	76/296582	AUGUST 6, 2001
LA ESTACION DE LA RAZA	76/296575	AUGUST 6, 2001
LA NORTENA	76/275931	JUNE 21, 2001

SERVICE MARKS AGREEMENT

WHEREAS Liberman Broadcasting, Inc. (the "Pledgor"), a California corporation whose principal place of business is located at 1845 Empire Avenue, Burbank, California 91504 is the owner and user of the United States registered service mark and/or service mark applications listed on the attached Schedule A (collectively, the "Service Marks");

WHEREAS the Pledgor is a guarantor party to that certain Amended and Restated Credit Agreement dated as of July 9, 2002 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among LBI Media, Inc. (f/k/a LBI Holdings II, Inc.) (the "Borrower"), the guarantor parties thereto (collectively with the Borrower, but excluding Empire Burbank Studios Inc., the "Credit Parties"), the lenders party thereto (the "Lenders"), and FLEET NATIONAL BANK, as Administrative Agent (the "Administrative Agent") for itself and for the Lenders;

WHEREAS the Pledgor's guaranty under the Credit Agreement is secured according to the terms of that certain Amended and Restated Security Agreement dated as of July 9, 2002 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") among the Borrower, certain other Credit Parties, and the Administrative Agent, pursuant to which the Pledgor has granted to the Administrative Agent a security interest in, among other things, the Service Marks.

WHEREAS the parties to the Security Agreement contemplate and intend that, if an Event of Default (as defined in the Security Agreement) shall occur and be continuing, the Administrative Agent shall have all rights of a secured party in and to the Service Marks and any proceeds thereof in accordance with the terms and conditions of the Security Agreement, including, without limitation, the right to exercise its remedies under the Security Agreement in accordance with the terms and conditions of the Security Agreement in connection with all of the Pledgor's right, title and interest in the Service Marks;

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby agrees as follows:

The Pledgor hereby reconfirms the terms of the Security Agreement. The Pledgor further hereby pledges and mortgages to the Administrative Agent, and grants to the Administrative Agent a security interest in, all of the Pledgor's right, title and interest in and to the Service Marks, together with the good will of the business symbolized by the Service Marks, the registrations and/or applications for registration of the Service Marks listed on Schedule A attached hereto, and all of the Pledgor's right, title and interest in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Service Marks (collectively, the "Service Mark Collateral"), subject in all events to the terms and conditions of the Security Agreement.

The pledge and mortgage of, and grant of security interest in, the Service Mark Collateral by the Pledgor pursuant hereto secures the payment of all Secured Obligations (as defined in the Security Agreement) in accordance with the terms and conditions of the Security Agreement.

The Pledgor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Service Marks Agreement.

This Agreement has been entered into in connection with the Credit Agreement and Security Agreement and the Pledgor and the Administrative Agent each hereby acknowledges and agrees that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Administrative Agent with respect to the Service Mark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference. In the event of any inconsistency between the terms of this Agreement and the Security Agreement, the Security Agreement shall control.

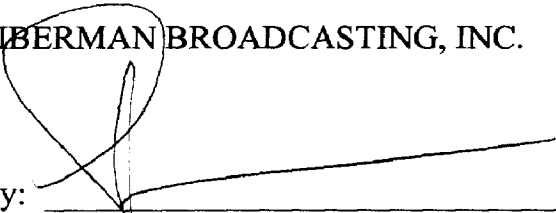
This Agreement shall be governed by, and construed in accordance with the laws of The Commonwealth of Massachusetts.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Pledgor and the Administrative Agent has caused this Service Marks Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the 9th day of July, 2002.

LIBERMAN BROADCASTING, INC.

By: 
Name: Lenard Liberman
Title: Executive Vice President

FLEET NATIONAL BANK,
as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Pledgor and the Administrative Agent has caused this Service Marks Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the 9th day of July, 2002.

LIBERMAN BROADCASTING, INC.

By: _____
Name:
Title:

FLEET NATIONAL BANK,
as Administrative Agent

By:  _____
Name: **GARRET KOMJATHY**
Title: **Director**

STATE OF CALIFORNIA

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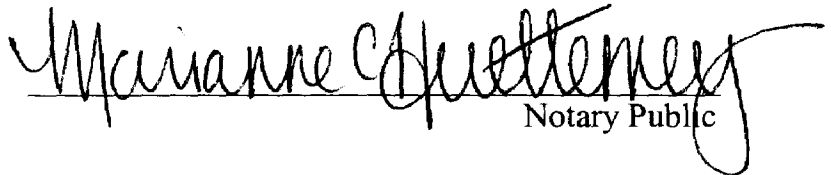
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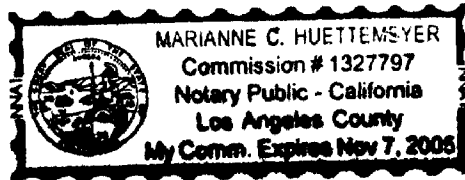
CITY AND COUNTY OF LOS ANGELES

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On July 8, 2002 before me, Marianne C. Huettemeyer, Notary Public, personally appeared Lenard D. Liberman, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


Notary Public



State of _____

County of _____

On this _____ day of _____, 2002, before me personally appeared _____, the person who signed this instrument and who acknowledged that he signed it as a free act on behalf of Liberman Broadcasting, Inc. with authority to do so.

(Signature of notary public)

My commission expires: _____

State of _____
Commonwealth of *New York*

County of *Queens*

On this *9th* day of *July*, 2002, before me personally appeared *Maaret Koningally*, the person who signed this instrument and who acknowledged that she/he signed it as a free act on behalf of Fleet National Bank with authority to do so.

Shirley A. Logan

(Signature of notary public)

My commission expires _____
SHIRLEY A. LOGAN
Notary Public, State of New York
No. 41-4955022
Qualified in Queens County
Commission Expires August 28, 2005

Domain Name Schedule

<u>Domain Name</u>	<u>Registrant</u>	<u>Created</u>
WWW.SONIDO967.COM	Liberman Broadcasting	August 15, 2001
WWW.NOTICIAS62.COM	Liberman Broadcasting, Inc.	March 30, 2000
WWW.LBIMEDIA.COM	Liberman Broadcasting, Inc.	May 20, 1999
WWW.AQUISUENA.COM	Liberman Broadcasting, Inc.	June 30, 1999

Copyright Schedule

No copyrights.

Patent Schedule

No patents.