



02-03-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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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):

CASIANO COMMUNICATIONS, INC. 1-28-03

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

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other CORRECTION

Execution Date: DECEMBER 30, 1996

2. Name and address of receiving party(ies)

Name: BANCO POPULAR DE PUERTO RICO

Internal Address: PO BOX 362708

Street Address:

City: SAN JUAN State: PR Zip: 00936-2708

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

SER. NO. 74-168,578

B. Trademark Registration No.(s)

REG. NO. 1,721,839 (CARIBBEAN BUSINESS)

Additional number(s) attached Yes No

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

Name: BANCO POPULAR DE PUERTO RICO c/o MARTINEZ ODELL & CALABRIA Internal Address: PO BOX 190998

SAN JUAN, PR 00919-0998

Street Address: 209 MUÑOZ RIVERA AVENUE 16th FLOOR - POPULAR CENTER

City: HATO REY State: PR Zip: 00918

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(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.

Carlos M. Lamouille Navas Name of Person Signing

[Signature] Signature

1/24/2003 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

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Form PTO-1084 1-11-92 DEPARTMENT OF COMMERCE Patent and Trademark Office

06-24-1997

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To the Honorable Commissioner of

Send original documents or copy thereof.

1. Name of conveying party(ies):

CASIANO COMMUNICATIONS, INC.

Name of receiving party(ies):

Name: BANCO POPULAR DE PUERTO RICO

Internal Address: PO BOX 362708

Street Address:

City: SAN JUAN State: PR ZIP: 00936

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

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

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

If signature is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (If signature must be a separate document from Assignment)
 Additional sheets & addresses attached? Yes No

2. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: DECEMBER 30, 1996

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

A. Trademark Application No.(s)

SER. NO. 74-168,578

B. Trademark registration No.(s)

REG. NO. 1,721,839
(CARIBBEAN BUSINESS)

Additional numbers attached? Yes No

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

Name: BANCO POPULAR DE PUERTO RICO
C/O MARTINEZ ODELL & CALABRIA
Internal Address: PO BOX 998

HATO REY, PUERTO RICO 00919-0098

Street Address: BANCO POPULAR CENTER
MUÑOZ RIVERA AVE.

City: SAN JUAN State: PR ZIP: 00919

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(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.

LIZZETTE M. ORTIZ BONILLA
Name of Person Signing

Signature

June 17, 1997
Date

Total number of pages comprising cover sheet: 2 OF 4

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
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To the Honorable Commissioner

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1. Name of conveying party(ies):
CASIANO COMMUNICATIONS, INC.

2. Nature of conveyance:
 Assignment
 Security Agreement
 Other

Execution Date: DECEMBER 30, 1996

3. Name and address of party to whom correspondence concerning document should be mailed:
Name: BANCO POPULAR DE PUERTO RICO
C/O MARTINEZ ODELL & CALABRIA
Internal Address: PO BOX 998
HATO REY, PUERTO RICO 00919-0998
Street Address: BANCO POPULAR CENTER
MUÑOZ RIVERA AVE.
City: SAN JUAN State: PR ZIP: 00919

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
SER. NO. 74-168,578
B. Trademark registration No.(s)
REG. NO. 1,721,839
(CARIBBEAN BUSINESS)

5. Total number of applications and registrations involved: 1

6. Total fee (37 CFR 3.41): \$ 25.00
 Enclosed
 Authorized to be charged to deposit account

7. Deposit account number:
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8. 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.
LIZZETTE M. ORTIZ BONILLA
Name of Person Signing
Signature
April 4, 1997
Date
Total number of pages comprising cover sheet: 2 of 4

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Patent & Trademark Office
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Mail documents to be recorded with required cover sheet information to:

ASSIGNMENT OF RIGHTS SECURITY AGREEMENT

This ASSIGNMENT OF RIGHTS SECURITY AGREEMENT (the "Security Agreement") is executed by and between BANCO POPULAR DE PUERTO RICO, a banking corporation organized and existing under the laws of the Commonwealth of Puerto Rico, with principal offices in San Juan, Puerto Rico and CASIANO COMMUNICATIONS, INC., a corporation organized and existing under the laws of the Commonwealth of Puerto Rico, with principal offices in San Juan, Puerto Rico (the "Grantor").

WITNESSETH

WHEREAS, the Bank and the Grantor have entered into a Financing Agreement dated December 30, 1996 (the "Financing Agreement"), whereby the Bank has agreed to loan money to the Grantor, and the Grantor has agreed to grant a security interest in certain of its business assets to the Bank to secure that loan; and,

WHEREAS, the Grantor represents that it now possesses the sole and complete ownership rights to the business assets to be secured by this Security Agreement and that it has not granted a security interest or otherwise pledged, mortgaged, transferred, assigned or licensed any part of its rights in said business assets to any party other than the Bank.

NOW, THEREFORE, in consideration of the premises set forth in this Security Agreement, the aforementioned Financing Agreement and for other good and valuable consideration, receipt of which is hereby acknowledged, the Bank and the Grantor agree as follows:

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Section 1.01 - Grant of Security Interest - In order to secure the complete and timely satisfaction of all of the duties and obligations owing from the Grantor to the Bank as set forth in the Financing Agreement, the Grantor hereby pledges, mortgages and grants a first priority security interest to the Bank in and to the following:

(1) All of Grantor's rights, title and interest of whatever nature in the Buena Vida, Guía de Televisión y Entretenimiento (GTVE), Agenda para Mamá, Caribbean Business do Business Guide, Caribbean Business, The Book of Lists, Imagen, Imagenciclopedia, Caribbean Business White Pages, and all New Publication which may be released and is already registered or are in the process of being registered with the United States Patent and Trademark Office and with the Department of State of the Commonwealth of Puerto Rico in Grantor's name (hereinafter collectively the "Trademarks"), and all research information in connection with such Trademarks.

(2) All Trademarks registrations and Trademarks applications and the goodwill underlying those Trademarks including, but not limited to, (a) any similar marks or amendments, modifications and renewals thereof and the goodwill represented by the Trademarks thereon and any legal equivalent in a foreign country for the full term or terms for which the same may be granted; (b) all rights to income, royalties, profits, damages, or other rights relating to Trademarks including the right to sue for past, present or future infringement; and (c) any other

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rights and benefits relating to Trademarks including any rights as a licensor or licensee of them.

Section 2.01 - No Liens, etc. - The Grantor agrees that it will not, without the prior written consent of the Bank, assign or transfer, pledge, mortgage, license or allow a security interest or lien to be taken by anyone other than the Bank in the Trademarks or take any other acts which are contrary to or inconsistent with the rights granted to the Bank in this Security Agreement and will not cease the use of the Trademarks or take any action or fail to take any action which will result in the cancellation or expiration of any of the Trademarks registrations covered by this Security Agreement without the prior written agreement of the Bank.

Section 3.01 - Grantor's Obligation to Maintain and Enforce Rights - The Grantor further agrees that it has the obligation, at its own cost, unless otherwise consented to in writing by the Bank:

(1) To take all actions necessary to properly maintain and renew all registrations for Trademarks which are or may become subject to the Security Agreement for the full term or terms allowed by law including, but not limited to, the appropriate and timely payment of any required fees and the appropriate and timely filing of any documents or declarations necessary to maintain and renew said registrations (including the filing of a declaration of incontestability under Sec. 15 of the United States Trademark Act where possible) which may be necessary or appropriate under applicable law.


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(2) To file new applications to register and protect under applicable law all trademarks acquired by the Grantor, but for which applications have not previously been filed, or to take all other actions necessary to cause registrations for trademarks to be issued as a result of said applications.

(3) To protect the Trademarks from infringement, unfair competition or dilution or damage by all appropriate actions including the commencement of legal action to prevent and recover damages for said infringement and to defend such Trademarks from claims of infringement, unfair competition or damage including the defense of any legal actions making such claims.

Section 4.01 - Reporting Requirements - The Grantor agrees to provide written semiannual reports to the Bank informing it of: (a) the status of the Trademarks subject to this Security Agreement including any new trademark registrations, trademark applications; and (b) any actions taken by the Grantor pursuant to this Security Agreement.

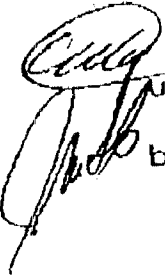
 Section 5.01 - After Acquired Property - If the Grantor shall obtain rights to or become entitled to the benefit of any new trademarks, registered trademarks, trademark applications, before its obligations to the Bank as set forth in this Security Agreement have been satisfied in full, the provisions of this Security Agreement shall automatically apply thereto and the Grantor hereby authorizes the Bank to modify or update this Security Agreement accordingly.

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Section 6.01 - Events of Default - The failure by the Grantor to perform any of the terms or conditions of this Security Agreement or the terms and conditions of the Financing Agreement shall constitute a material default. Upon the occurrence of such a default and upon the receipt by the Grantor of appropriate written notice from the Bank, the Grantor hereby authorizes and grants a power of attorney to the Bank to take any action as may be deemed to be necessary with respect to the Trademarks including, but not limited to, the assignment of the Trademarks from the Grantor to the Bank. This right may be exercised in addition to any other rights and remedies which may be available under applicable law.

Section 7.01 - Interpretation - This Security Agreement is subject to the terms and conditions of the Financing Agreement. Where any term in this Security Agreement may be inconsistent with any term in the Financing Agreement, the terms of the Financing Agreement shall control.

 Section 8.01 - No Waiver - The failure by the Bank to exercise any right under this Security Agreement shall not operate as a waiver thereof and shall not bar the Bank from continuing to exercise said rights in the future.

Section 9.01 - Governing Law - The Security Agreement is to be governed by the Law of the Commonwealth of Puerto Rico and is binding on the parties and their successors and assigns. The Grantor may not assign nor transfer any part

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of its obligations under this Security Agreement either expressly or by operation of law without the written consent of the Bank.


Section 10.01 - Severability - The terms of this Security Agreement are severable. If any term shall be found to be invalid or unenforceable, it shall not affect the validity of the remaining terms.

Section 11.01 - Further Actions - The Grantor agrees to execute any other documents and take any further action upon the request of the Bank as may be deemed necessary to effectuate the terms of this Security Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement at San Juan, Puerto Rico, on the date mentioned hereinbelow.

BANCO POPULAR DE PUERTO RICO

CASIANO COMMUNICATIONS, INC.

By: 
JUAN LOPEZ CALDERON
Authorized Officer

By: 
MANUEL A. CASIANO ASENSIO, JR.
Authorized Officer



AFFIDAVIT NUMBER: 324

Subscribed before me by MR. MANUEL A. CASIANO ASENSIO, JR., of legal age, married, executive engaged in business and resident of San Juan, Puerto Rico, as President of CASIANO COMMUNICATIONS, INC.; and MR. JUAN LOPEZ CALDERON, of legal age, married, a banker and resident of San Juan, Puerto

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Rico, as Authorized Officer of BANCO POPULAR DE PUERTO RICO, to me personally known in San Juan, Puerto Rico, this 30th day of December, 1996.



[Handwritten Signature]

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