

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SUPPLEMENT TO GUARANTEE AND COLLATERAL AGREEMENT (TRADEMARKS)

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SPANISH BROADCASTING SYSTEM OF PUERTO RICO, INC.		10/30/2003	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	LEHMAN COMMERCIAL PAPER INC.
Street Address:	745 SEVENTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	2084891	VACILON DE LA MANANA
Registration Number:	2259869	LA NUEVA ESTEREO TEMPO
Registration Number:	2214938	COSMOS 94 TU EMISORA RADIOACTIVA
Serial Number:	76519941	E ESTEREO TEMPO

**CORRESPONDENCE DATA**

Fax Number: (212)878-8375  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (212) 878-8000  
 Email: trademark.group@cliffordchance.com  
 Correspondent Name: CLIFFORD CHANCE US LLP  
 Address Line 1: 200 PARK AVENUE  
 Address Line 4: NEW YORK, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	5997/10
NAME OF SUBMITTER:	CHRISTINE BENTON

CH \$115.00 2084891

**Total Attachments: 3**

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**SUPPLEMENT TO GUARANTEE AND COLLATERAL AGREEMENT  
(TRADEMARKS)**

**WHEREAS**, SPANISH BROADCASTING SYSTEM OF PUERTO RICO, INC., a Delaware corporation (herein referred to as "Grantor"), having an address at c/o Spanish Broadcasting System, Inc., 2601 South Bayshore Drive, PH II, Coconut Grove, Florida 33133, Attention: Joseph A. García, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section l(c) or l(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section l(c) or l(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "Trademarks"); and

**WHEREAS**, the Grantor has entered into a Guarantee and Collateral Agreement (said Guarantee and Collateral Agreement, as it may hereafter be amended or otherwise modified from time to time being the "Security Agreement", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of the Secured Party; and

**WHEREAS**, pursuant to the Security Agreement, the Grantor has granted to Secured Party a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Grantor, and all reissues, extensions or renewals thereof, all Trademark Licenses and all proceeds of all of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement thereof (the "Collateral"), to secure the payment and performance of the Secured Obligations.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record, its grant to Secured Party of a security interest in and mortgage on the Collateral to secure the prompt payment and performance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Name and address of Secured Party is Lehman Commercial Paper Inc., 745 Seventh Avenue, New York, New York 10019, Attention: Diane Albanese.

**IN WITNESS WHEREOF**, the Grantor has duly executed or caused this Agreement to be duly executed as of October 30, 2003.

SPANISH BROADCASTING SYSTEM OF PUERTO RICO, INC.

By:   
Name:  
Title:

TRADEMARK SECURITY SUPPLEMENT

**Schedule 1-A to the SUPPLEMENT TO GUARANTEE  
AND COLLATERAL AGREEMENT  
(TRADEMARKS)**

<u>Trademark</u>	<u>Application or Registration Date</u>	<u>Application Serial No. or Registration No.</u>
Vacilon De La Manana	7/29/97	2084891
La Nueva Estereotempo (Design plus words)	7/6/99	2259869
Cosmos 94 tu Activa (Design plus words)	12/29/98	2214938
Estereotempo (and Design)	5/23/03	76/519941
Encuentro de los Grandes	2/26/96	36,489
Cadena Estereotempo Calidad de Musica, Calidad de Vida	7/31/95	36,854
La Z	9/19/05	Class 41: 37,083
La Z	9/19/05	Class 38: 37,112
Hits Rotation for Generation	9/19/95	Class 41: 37,110
Hits Rotation for Generation	9/19/95	Class 38: 37,111
La Nueva Estereotempo	2/21/97	Class 41: 39,701
La Nueva Estereotempo	2/21/97	Class 38: 39,702
Primedia Broadcast Group	8/30/96	Class 41: 38,824
Primedia Broadcast Group	9/19/05	Class 38: 37,119
ONDA	10/29/02	58,498
ONDA	10/29/02	58,499
ONDA	10/29/02	58,500
ONDA 94	10/29/02	58,501
ONDA 94	10/29/02	58,502
ONDA 94	10/29/02	58,503
ONDA SPLASH	10/29/02	57,575