

09-22-2003

AUG 29 2003



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

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SHEET LY 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): MCG Finance Corporation 8-29-03
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: Costa De Oro Television, Inc. Internal Address: Street Address: 2323 Corinth Avenue City: Los Angeles State: CA Zip: 90064
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State California 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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other
Execution Date:

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2324599 2448497
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Mary Ann Martineau, Paralegal Internal Address: Edwards & Angell, LLP Street Address: 2800 Financial Plaza City: Providence State: RI Zip: 02903

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 3.41): \$ 65.00 Enclosed Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

09/17/2003 01 FC:8521 02 FC:8522

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. Mary Ann Martineau Signature August 25, 2003 Date
DO NOT USE THIS SPACE
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: 002826 FRAME: 0257

RELEASE OF SECURITY INTEREST

AGREEMENT made as of this 17th day of JULY, 2003, by and between MCG FINANCE CORPORATION, a Delaware corporation (n/k/a MCG Finance I, LLC, a Delaware limited liability company), with its principal place of business at 1100 Wilson Boulevard, Suite 3000, Arlington, Virginia 22209, (the "Lender"), and COSTA DE ORO TELEVISION, INC., a California corporation with its principal place of business at 2323 Corinth Avenue, Los Angeles, California 90064 (the "Borrower").

WITNESSETH:

WHEREAS, pursuant to an Intellectual Property Security Agreement dated as of August 16, 1999 (the "IP Security Agreement"), between Lender and Borrower, Borrower granted to Lender a security interest in certain trademarks, including, without limitation, those listed on the attached Exhibit A (the "Trademarks"); and

WHEREAS, Lender has agreed to release its pledge and mortgage in the Trademarks and reassign its interest in them to Borrower;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Lender and Borrower hereby agree as follows:

1. Lender hereby releases (without representation, warranty, recourse or liability of any kind) its mortgage, pledge and security interest in the Trademarks.

2. Lender hereby assigns and transfers (without representation, warranty, recourse or liability of any kind) to Borrower all of its right, title and interest in and to the Trademarks and any United States trademark application or registration reflecting the Trademarks, together with all of the Lender's right, title and interest in any cause of action that has heretofore arisen or may hereafter arise, with respect to any Trademark, the same to be held and enjoyed by the Borrower for its own use and benefit and the use and benefit of its legal representatives, successors and assigns.

3. Borrower and Lender hereby acknowledge and agree that the IP Security Agreement is terminated as of the date of this Agreement.

4. The date of this Agreement first set forth above is for identification purposes only and is the date this Agreement is deemed to have been delivered by the Lender to the Borrower. This Agreement was executed by the parties on the date set forth in the acknowledgements below.

IN WITNESS WHEREOF, Borrower and Lender have caused this Agreement to be executed by their duly authorized officers, all as of the day and year first above written.

COSTA DE ORO TELEVISION, INC.

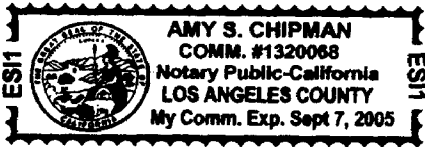
By 
Title President

MCG FINANCE CORPORATION (n/k/a MCG Finance I, LLC)

By *[Signature]*
DANA E. STERN
Title ASSOCIATE GENERAL COUNSEL AND VICE PRESIDENT

STATE OF
COUNTY OF

On the 3rd day of July, 2003, before me personally appeared Walter Ulloa, as President of Costa De Oro Television, Inc., a California corporation, to me known and known by me to be the President of said Corporation and acknowledged said instrument so executed to be his free act and deed in said capacity and the free act and deed of said Corporation.



[Signature]
Notary Public

My commission expires: September 7, 2005

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON

On the 17th day of JULY, 2003, before me personally appeared DANA STERN as Assoc. G.C + VP of MCG Finance Corporation, a Delaware corporation (n/k/a MCG Finance I, LLC, a Delaware limited liability company), to me known and known by me to be the Assoc. G.C + VP of said Corporation and acknowledged said instrument so executed to be his free act and deed in said capacity and the free act and deed of said Corporation.

[Signature]
Notary Public

My Commission Expires January 31, 2004
My commission expires _____

EXHIBIT A

Trademarks

Trademark: "KJLA"
Serial No.: 75/709,714
Reg. No.: 2324599
Trademark: "LATV"
Serial No.: 75/709,713
Reg. No.: 2448497

Mary Ann Martineau
Direct Dial: (401) 276-6403
Direct Fax: (888) 325-9076
E-Mail: mamartineau@ealaw.com

August 25, 2003

**VIA CERTIFIED MAIL, RETURN
RECEIPT REQUESTED**

Commissioner for Trademarks
Mail Stop Assignment Recordation
Services
2900 Crystal Drive
Arlington, VA 22202-3514

RE: Trademarks: KJLA and LATV
Registration Nos.: 2324599 and 2448497
Owner: Costa De Oro Television, Inc.

To Whom It May Concern:

I enclose an executed original Release of Security Interest, together with \$65 for recording fees. Please return to me a recorded copy for my files. If you have any questions, please call me.

Very truly yours,

Mary Ann Martineau

Mary Ann Martineau
Paralegal

Enclosures

cc/enc: Juliane M. Dziobak, Esq.



08-29-2003

U.S. Patent & TMOs/TM Mail Rpt Dt #74

DDV 594749 1/04/AMMARTINEAU

TRADEMARK
REEL: 002826 FRAME: 0261

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AGREEMENT made as of this 17th day of JULY, 2003, by and between MCG FINANCE CORPORATION, a Delaware corporation (n/k/a MCG Finance I, LLC, a Delaware limited liability company), with its principal place of business at 1100 Wilson Boulevard, Suite 3000, Arlington, Virginia 22209, (the "Lender"), and COSTA DE ORO TELEVISION, INC., a California corporation with its principal place of business at 2323 Corinth Avenue, Los Angeles, California 90064 (the "Borrower").

WITNESSETH:

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WHEREAS, Lender has agreed to release its pledge and mortgage in the Trademarks and reassign its interest in them to Borrower;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Lender and Borrower hereby agree as follows:

1. Lender hereby releases (without representation, warranty, recourse or liability of any kind) its mortgage, pledge and security interest in the Trademarks.

2. Lender hereby assigns and transfers (without representation, warranty, recourse or liability of any kind) to Borrower all of its right, title and interest in and to the Trademarks and any United States trademark application or registration reflecting the Trademarks, together with all of the Lender's right, title and interest in any cause of action that has heretofore arisen or may hereafter arise, with respect to any Trademark, the same to be held and enjoyed by the Borrower for its own use and benefit and the use and benefit of its legal representatives, successors and assigns.

3. Borrower and Lender hereby acknowledge and agree that the IP Security Agreement is terminated as of the date of this Agreement.

4. The date of this Agreement first set forth above is for identification purposes only and is the date this Agreement is deemed to have been delivered by the Lender to the Borrower. This Agreement was executed by the parties on the date set forth in the acknowledgements below.

IN WITNESS WHEREOF, Borrower and Lender have caused this Agreement to be executed by their duly authorized officers, all as of the day and year first above written.

COSTA DE ORO TELEVISION, INC.

By  _____

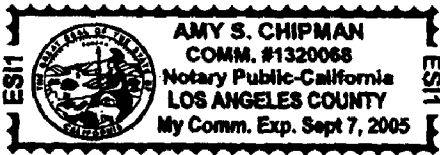
Title President

MCG FINANCE CORPORATION (n/k/a MCG Finance I, LLC)

By [Signature]
DANA E. STERN
Title ASSOCIATE GENERAL COUNSEL AND VICE PRESIDENT

STATE OF
COUNTY OF

On the 30th day of July, 2003, before me personally appeared Walter Ulloa, as President of Costa De Oro Television, Inc., a California corporation, to me known and known by me to be the President of said Corporation and acknowledged said instrument so executed to be his free act and deed in said capacity and the free act and deed of said Corporation.



[Signature]
Notary Public
My commission expires: September 7, 2005

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON

On the 17th day of JULY, 2003, before me personally appeared DANA STERN as Assoc. GC + VP of MCG Finance Corporation, a Delaware corporation (n/k/a MCG Finance I, LLC, a Delaware limited liability company), to me known and known by me to be the Assoc. GC + VP of said Corporation and acknowledged said instrument so executed to be his free act and deed in said capacity and the free act and deed of said Corporation.

[Signature]
Notary Public My Commission Expires
January 31, 2004
My commission expires _____

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