

11/13/03

11-18-2003



Atty Dkt. No.  
T-6467.6/10

102603263

TO: **ATTN: MAIL STOP ASSIGNM**  
Director of Trademarks  
P.O. Box 1450  
Alexandria, VA 22313-1450

Please record the attached original document(s) or copy(ies) thereof.

**SUBMISSION TYPE:**

- New
- Resubmission (Non-Recordation) - Document ID \_\_\_\_\_
- Correction of PTO Error: Reel \_\_\_\_/Frame \_\_\_\_
- Corrective Document: Reel \_\_\_\_/Frame \_\_\_\_

**CONVEYANCE TYPE:**

- Assignment
  - License
  - Security Agreement
  - Merger
  - Nunc Pro Tunc Assignment
  - Change of Name
  - Other: Asset Purchase
- Effective Date: May 30, 2003

\_6\_ Total number of pages of attached conveyance document including any attachments.

**CONVEYING PARTY(IES):**

Name: Sendero Multi Media Corp

Formerly:

- Individual  
Citizenship: \_\_\_\_\_
- Association
- General Partnership
- Limited Partnership
- Corporation - State: Texas
- Other: \_\_\_\_\_

Address: 1 Paseo Del Prado, Bldg. 101  
Edinburg, Texas 78539

ADDITIONAL NAME(S) OF CONVEYING PARTIES ATTACHED?

- YES
- NO

**RECEIVING PARTY(IES):**

Name: Border Media Partners, LLC

DBA/AKA/TA:

Address: 1 Paseo del Prado, Bldg. 102  
Edinburg, TX 78539

- Individual  
Citizenship: \_\_\_\_\_
- Association
- General Partnership
- Limited Partnership
- Corporation - State: Delaware
- Other: \_\_\_\_\_

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)  Yes  No

ADDITIONAL NAME(S) OF RECEIVING PARTIES ATTACHED?

- YES
- NO

**DOMESTIC REPRESENTATIVE:**

Name: \_\_\_\_\_  
Address: 00000034 76124587

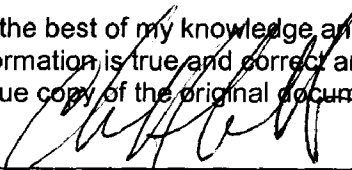
**CORRESPONDENT** 40.00 DP  
25.00 DP

Name: Cline H. White  
Address: Jackson Walker, LLP  
112 E. Pecan, Suite 2100  
San Antonio, TX 78205  
Telephone: 210-978-7700

1/17/2003 18:25

1 FC:8521  
2 FC:8522

2003 NOV 13 AM 10:06  
DPR/FINANCE

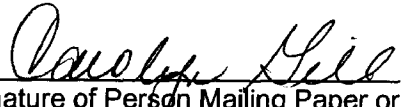
<b>APPLICATION NUMBER(S) OR PATENT NUMBER(S):</b>	
<b>A. Trademark Application No.(s):</b> App. No. 76/124,587 filed June 1, 2001 for "LA M LA MEJOR" Trademark Application No. 75/512,321 filed December 28, 1998 for "LA M"  Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>B. Trademark Registration No.(s):</b> Reg. No. ___ issued ___ for "___"  Additional numbers attached? <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>STATEMENT AND SIGNATURE:</b>  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.   CLINE H. WHITE 11/7/03 DATE	<b>TOTAL NUMBER OF PROPERTIES (APPLICATIONS AND REGISTRATIONS) INVOLVED:</b> <u>2</u> (\$40.00 first/\$25.00 each add'l)  <b>TOTAL FEE (37 CFR 3.41):</b> \$65.00 <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to Charge Account No. 07-2400.  <b>DEPOSIT ACCOUNT NUMBER 07-2400.</b> (Attach duplicate copy of this form if paying by deposit account.)

**CERTIFICATE OF MAILING**

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being deposited on the date shown below with the United States Postal Service in an envelope addressed to "Mail Stop Assignment Recordation Services, Assistant Commissioner for Patents and Trademarks, P.O. Box 1450, Alexandria, Virginia 22313-1450", as follows:

<b>37 CFR 1.8(a)</b>	<b>37 CFR 1.10</b>
<input checked="" type="checkbox"/> With sufficient postage as First Class Mail.  Date: <u>11-7</u> , 20 <u>03</u>	<input type="checkbox"/> As "Express Mail Post Office to Addressee", Mailing Label No. _____  Date: _____, 20__

Carolyn J. Gill  
 Printed Name of Person Mailing Paper or Fee

  
 Signature of Person Mailing Paper or Fee

**BILL OF SALE & ASSIGNMENT**

THIS BILL OF SALE & ASSIGNMENT ("Bill of Sale") is made as of the \_\_\_\_ day of \_\_\_\_\_ 2003, by and between Scndero Multimedia, Inc., a Texas corporation ("Seller"), and Border Media Partners, LLC, a Delaware limited liability company ("Buyer").

**WITNESSETH:**

WHEREAS, Seller and Buyer are parties to an Asset Purchase Agreement dated as of July 10, 2002 (the "Agreement") with respect to KBDR(FM), licensed to Mirando City, Texas, and KILM(FM), licensed to Raymondville, Texas (collectively, the "Stations").

WHEREAS, Seller desires to assign, transfer and convey to Buyer, and Buyer desires to accept the transfer of, substantially all of the assets, properties, and rights of Seller involved in the business and operation of the Stations in exchange for the payment, by Buyer, of the Purchase Price (as defined in the Agreement); and

WHEREAS, capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, Seller and Buyer agree as follows:

Section 1. Pursuant to the Agreement, for good and valuable consideration paid by Buyer, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, grants, assigns, transfers and delivers to Buyer all of Seller's right, title and interest in and to all property and property rights of every type and description, wherever located, used or useful in connection with the business and operation of the Stations, free and clear of all debts, liens, mortgages, encumbrances, claims or other liabilities or encumbrances whatsoever, but excluding the Excluded Assets and subject to the terms of the Agreement, including Sections 1.1(i), 1.3, and 7.7 of the Agreement. Without limiting the foregoing, the property sold by this Bill of Sale includes the following:

(a) All interests of Seller as of the date hereof in all equipment, electrical devices, antennas, cables, vehicles, furniture, fixtures, towers, office materials and supplies, hardware, tools, spare parts, and other tangible personal property of every kind and description, used or held for use in connection with the business and operations of the Stations, as listed in Exhibit 1 hereto, subject to the terms of the Agreement, including Sections 1.1(i), 1.3, and 7.7 of the Agreement;

(b) All FCC logs and other records that relate to the operation of the Stations, and all files and other records of Seller relating to the business and operations of the Stations (other than Duplicate Records) including, without limitation, all schematics, blueprints, engineering data, customer lists, reports, specifications, projections, statistics, promotional graphics, original art work, mats, plates, negatives and other advertising, marketing or related materials, and all other technical and financial information concerning the Stations and the Stations Assets;

(c) All interests of Seller as of the date hereof in all towers, transmitter facilities, transmitter building furniture and inventory, antennas, main and backup transmitters and generators,

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and STLs used or held for use in connection with the business and operations of the Stations.

(d) Any and all claims and rights against third parties if and to the extent that they relate to the Stations Assets including, without limitation, all rights under manufacturers' and vendors' warranties;

(e) All intangible property including, but not limited to, all copyrights, trademarks, trade names, and service marks owned by Seller and used, useful, or intended to be used in the operation of the Stations; and all intangible assets, goodwill, going concern and like items of the Stations, as listed Schedule 1.1(f) of the Agreement;

(f) All deposits, reserves and prepaid expenses relating to the Stations, prepaid taxes relating to the Stations or the Station Assets, advance payments to Seller by advertisers for advertising that would run after the Closing Date and other advance payments by third parties for services to be provided by or for the Stations after the Closing Date.

Section 2. Further Assurances. Seller hereby agrees that concurrent with the execution hereof, it will deliver to Buyer such other instruments of transfer, assignment, and conveyance, in form satisfactory to Buyer and its counsel, as shall be necessary to convey to Buyer good and marketable title in and to all of the Stations Assets. Seller hereby agrees that, from time to time, at Buyer's request and without further consideration, it will execute and deliver to Buyer such other and further instruments of conveyance, assignment and transfer and take such other action as Buyer may reasonably require to more effectively convey, transfer, and assign to Buyer, and to put Buyer in possession of, the Stations Assets.

Section 3. Counterparts. This Bill of Sale may be executed in one or more counterparts, each of which shall constitute an original.

Section 4. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Texas applicable to agreements made and to be performed in such jurisdiction, without giving effect to any conflicts of laws principles thereof.

Section 5. This Bill of Sale is in all respects subject to the provisions of the Agreement and is not intended in any way to supersede, limit or qualify any provision of the Agreement.

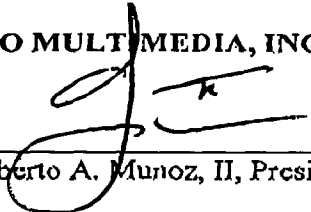
TO HAVE AND TO HOLD the said described property to Buyer, its successors and assigns, for their exclusive use and benefit forever.

[Signature page follows.]

In witness whereof, Seller has executed this Bill of Sale to be effective as of the date first written above.

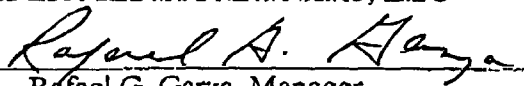
**SENDERO MULTIMEDIA, INC.**

By: \_\_\_\_\_

  
Alberto A. Munoz, II, President

**BORDER MEDIA PARTNERS, LLC**

By: \_\_\_\_\_

  
Rafael G. Garza, Manager

**SENDERO MULTIMEDIA, INC.**  
**ASSETS**

**KILM**

05/16/2003

OFFICE FURNITURE

BUSINESS OFFICE

2 Office Desks	OF6000	OF6001			
3 Manager's Chair	OF6002	OF6003	OF6004		
1 Work Table	OF6005				
2 Printer Carts	OF6006	OF6007			
4 2 Drw Lateral File Cabinets	OF6008	OF6009	OF6010	OF6011	
1 4 Drw Horizontal File Cabinet	OF6012				
1 Computer Table	OF6013				
1 Printer Stand	OF6014				
1 Table	OF6015				
1 3 Shelf Bookcase	OF6016				
2 2 Drw File Cabinet	OF6017	OF6018			

RECEPTION

1 Workstation	OF6100				
1 Secretary's Chair	OF6101				
1 2 Dr File Cabinet	OF6102				
1 Computer Paper Stand	OF6103				
2 Guest Chairs	OF6104	OF6105			

TRAFFIC

1 Office Desk	OF6200				
2 Guest Chairs	OF6201	OF6202			
1 Manager's Chair	OF6203				
3 2 Drw Lateral File Cabinets	OF6204	OF6205	OF6206		
1 Computer Table	OF6207				
1 2 Drw File Cabinet	OF6208				

PROGRAM

1 Office Desk	OF6300				
3 Guest Chairs	OF6301	OF6302	OF6303		
1 4 Drw Lateral File Cabinet	OF6304				
1 Book Shelf	OF6305				
1 Computer Stand	OF6306				
1 Secretary's Chair	OF6307				
1 Manager's Chair	OF6308				
1 2 Drawer File Cabinet	OF6309				

PRODUCTION

5 Secretary's Chairs	OF6400	OF6401	OF6402	OF6403	OF6404
1 2 Drw File Cabinet	OF6405				
3 4 Drw Horizontal File Cabinets	OF6406	OF6407	OF6408		
3 Secretary's Chairs	OF6409	OF6410	OF6411		

SALES OFFICE

4 Office Desks	OF6500	OF6501	OF6502	OF6503		
2 Credenzas	OF6504	OF6505				
2 Small Desks	OF6506	OF6507				
1 Conference Table	OF6508					
6 Folding Chairs	OF6509	OF6510	OF6511	OF6512	OF6513	OF6514
2 Manager's Chairs	OF6515	OF6516				
4 Secretary's Chairs	OF6517	OF6518	OF6519	OF6520		
1 Guest Chair	OF6521					
1 Safe Box	OF6522					
1 Computer Table	OF6523					
6 Cubicle Workstations	OF6524	OF6525	OF6526	OF6527	OF6528	OF6529
1 Table	OF6530					
7 2 drw File Cabinets	OF6531	OF6532	OF6533	OF6534	OF6535	OF6536
1 2 Door Horizontal File Cabinet	OF6538					

KILM

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1.1 (b)

**SENDERO MULTIMEDIA, INC.  
ASSETS**

OFFICE EQUIPMENT

BUSINESS OFFICE

- 1 Lucent Telephone System
- 1 Panasonic Telephone System
- 1 HP Office Jet T45 Fax Machine

TOWERS AND ANTENNAS

- 1 ATU10L 10 Bay Ultra-tracker II
- 1 FM Tower

TRANSMISSION EQUIPMENT

Split System half at Studio and half at Transmitter

- 1 Intraplex STL Plus System
- 1 Intraplex TSL Upgrade Pkg
- 1 Intraplex OPX add-on Pkg
- 1 Intraplex 50 W AC Power Supply
- 1 Adtran T1 CSU ACE w/Pw Supply
- 1 Avocet Cable Kit
- 1 Intraplex Multi Terminal
- 1 Special non stock

Split System half at Studio and half at Transmitter

- 1 STL Plus System
- 1 TSL Upgrade Package S/N:002778 and 002778-2
- 1 OPX Package
- 3 50 W PWR Supply S/N:002778-3 and 02778-4 and 02778-5
- 1 Uncompressed Stereo 4.5/15KHZPROG

Located at Transmitter Facility - Portable Building

- 1 Transmitter Building-Morgan 10' by 20'
- 2 Air Conditioning System-Split System 5 Ton
- 1 Collins 830 FM Transmitter - 10 Kilowatt
- 1 CSI 5000E 5KW Back up Transmitter
- 1 Gregg Labs 254C Audio processor
- 1 Harris Digit Exciter
- 1 Silicon Valley Power-IPA Power Amp.
- 1 Sine Systems RFC-1B Remote Control
- 1 Orban 8208 FM Stereo Generator
- 1 800 Feet of 1 5/8 inch Transmission Line

VEHICLES

- 1 1999 Ford Cargo Van
- 1 1999 Suburban

**SENDERO MULTIMEDIA, INC.**  
**ASSETS**

LAREDO

05/18/2003

CONTROL ROOM EQUIPMENT

- 1 Autogram RTV-12 Console
- 4 Denon DNF-951 CD Player
- 1 Gontner SP-3 Telephone Processor
- 2 Shure SM-7 Microphone
- 1 QSC Power amplifier
- 1 Nakamichi MR-2 Cassete Deck
- 2 Tannoy PBM-8 Studio Monitor
- 1 Moseley TFL-280 Limiter
- 1 DBX 160 XT Compressor
- 1 Sony MDS-302 Minidisc
- 1 360 Systems Digicart

PRODUCTION EQUIPMENT

- 1 Tac 16x4 Audio Controller
- 1 Tascam BR-20 Reel to Reel Recorder/Reproducer
- 1 360 Systems Digicart
- 2 Tannoy PBM-8 Studio Monitor
- 1 Sony MDS-302 Minidisc
- 1 Sony DTC-60 ES Digital Audio Recorder/Reproducer (DAT)
- 1 Denon DNF-951 CD Player
- 1 Nakamichi MR-2 Cassete Deck
- 1 DBX 160XT Compressor
- 2 Shure SM-7 Microphone
- 1 Alesis 8 track (VHS) Audio recorder
- 1 Alesis MD 40 Stereo digital effects unit
- 1 DG Systems Agency spot receiver/storage system
- 1 DCI Spot receiver/Audio work Station
- 1 QSR Power Amplifier
- 1 Telephone relay rack 7fl.

TRANSMISSION EQUIPMENTKBDR-FM-1LAREDO SITE

- 2 Collins 830-F 10 kW FM Power amplifiers
- 1 Harris Digt 50 w FM Exciter
- 1 Silicon Valley Products 300 w Solid State Power Amplifier (IPA)
- 1 Harris MS-15 15w FM Exciter
- 1 RF Technologies 600 w Power Amplifier
- 1 Jampro RCDC FM Filter @ 100.500 MHz
- 1 Andrew 1930-D Daydrator
- 1 Andrew HJ 350A 3 inch Heliax Cable 490 ft.
- 1 Bird Electronics 3170 RF Watcher
- 1 Lambda 48 R-30 48v Power supply
- 1 Henry 1 kW FM Filter Low Pass
- 1 Moseley 606-C Studio Transmitter @ 950,000mHZ
- 1 Anixter Mark Parabolic Four Foot Grid STL Antenna
- 1 TPL 150 w Power amplifier
- 1 ATI FM Antenna 2 Bay RFR
- 1 Gregg Labs 2550 FM Processor
- 1 Broadcast Electronics SG-30 Stereo Generator
- 1 Dielectric Products 19 kW Dummy Load (Air cooled)
- 1 Myatt Four Port RF Transfer Switch (3inch)
- 2 Marsch 0-220 degree PA thermometers (5 inch)

Page 1



Sent By: GAMMON & GRANGE P.C.;

7037615023;

May-29-03 4:48PM;

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**SENDERO MULTIMEDIA, INC.  
ASSETS**

PRODUCTION MATERIALS & JINGLES

1 TM Century " Oldies 94.9"  
1 TM Century " PLJ 91"  
1 TM Century "Protron"  
1 TA & A " The Ultimate"  
1 TA & A " The Works"  
1 TA & A " Attitude"  
527 TM Century " Gold and Hit Disc"

Jungle Package on CD  
Jingle Package on CD  
Jingle Package on CD  
Production Library on CD  
Production Library on CD  
Production Library on CD  
Classic Rock Music Library

VEHICLES

1 999 Ford Cargo Van