

02-27-2004

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):

BMP Radio, L.P.

2-24-04

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

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

3. Nature of conveyance:

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

Execution Date: 1/30/04

2. Name and address of receiving party(ies)

Name: Highbridge/Zwirn Special  
Internal Opportunities Fund, L.P., as Agent  
Address: \_\_\_\_\_

Street Address: 9 West 57th Street, 27th Floor

City: New York State: NY Zip: 10019

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership Delaware
- 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) 76-124588,  
76-124587

B. Trademark Registration No.(s) \_\_\_\_\_

Additional number(s) attached  Yes  No

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

Name: Amanda Jane Elliott, Esq.

Internal Address: Paul, Hastings, Janofksy &

Walker LLP

Street Address: 1299 Pennsylvania Ave., NW

10th Floor

City: Washington State: DC Zip: 20004-2400

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:

16-0752

DO NOT USE THIS SPACE

9. Signature.

Amanda Jane Elliott, Esq.  
Name of Person Signing

\_\_\_\_\_  
Signature

02/19/04  
Date

Total number of pages including cover sheet, attachments, and document: **10**

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

02/25/04 16GETACHE 00000061 76124588

02/25/04 16GETACHE 00000061 76124588  
40.00 DP  
25.00 DP

TRADEMARK  
REEL: 002919 FRAME: 0408

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made to be effective the 30th day of January, 2004, by each of the parties listed on the signature pages hereof as grantors (each a "Grantor;" and collectively, "Grantors") and HIGHBRIDGE/ZWIRN SPECIAL OPPORTUNITIES FUND, L.P., a Delaware limited partnership, as administrative agent for the Lender Group (as defined in the Loan Agreement (as defined below)) ("Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") among Border Media Partners, LLC, a Delaware limited liability company ("Parent"), each of the Parent's Subsidiaries (as defined therein) identified on the signature pages thereof (such Subsidiaries, together with Parent, each a "Borrower," and collectively, "Borrowers"), the lenders that are signatories thereto (such lenders, together with their respective successors and permitted assigns, each individually a "Lender" and collectively "Lenders") and Agent, Lenders have agreed to make loans and other financial accommodations to Borrowers from time to time pursuant to the terms and conditions thereof, and

WHEREAS, it is a condition precedent to the execution and delivery of the Loan Agreement by the Lender Group and the extension of credit to Borrowers thereunder that each Grantor shall have executed and delivered to Agent this Agreement in favor of Agent, for the benefit of the Lender Group, in order to secure the prompt and complete payment, observance, or performance (as applicable) of (a) the obligations of such Grantors arising from that certain Guaranty of even date herewith and each other Loan Document (as defined in the Loan Agreement) to which such Grantors are a party, all costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred by the Lender Group in obtaining performance of or collecting payments due under this Agreement and the Guaranty, and (b) all covenants, agreements, liabilities and Secured Obligations (as defined in the Loan Agreement) of Borrowers arising under the Loan Agreement and the other Loan Documents, in each case under clause (a) and (b) of this sentence including, without limitation, any interest, fees and other charges in respect thereof that would accrue but for the filing of an Insolvency Proceeding (as defined in the Loan Agreement) with respect to any Borrower or any Grantor, whether such claim is allowed in such Insolvency Proceeding, and whether such obligations now exist or are hereafter incurred, are absolute or contingent, or are matured or unmatured ((a) and (b) (including in each case any renewals or extensions thereof) being hereinafter collectively, referred to as the "Secured Obligations");

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

1. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms herein without definition shall have the respective meanings ascribed those terms in the Loan Agreement.

2. To secure the complete and timely payment, performance and satisfaction of all of the Secured Obligations, Grantors hereby grant to Agent, for the benefit of the Lender Group a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Grantors' now owned or existing and hereafter acquired or arising: (i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and domain names including, without limitation, the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and domain names, all of which, but only to the extent the foregoing are owned directly by Grantors, and specifically excluding similar rights licensed to, or otherwise permitted to be used by, any Grantor, are listed on Schedule 1 attached hereto and made a part hereof, and (a) all reissues, extensions and renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of each Grantor's business symbolized by the foregoing and connected therewith, (e) all trademark licenses and other agreements providing each Grantor with the right to use any of the foregoing, and (f) all of Grantors' rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and domain names, together with the items described in clauses (a)-(f) in this paragraph 2(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and (ii) the goodwill of each Grantor's business connected with and symbolized by the Trademarks.

3. Each Grantor agrees that it will not, without Agent's prior written consent, enter into any agreement, including without limitation any license agreement, that is inconsistent with this Agreement, and each Grantor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including without limitation licensees, or fail to take any action, that would in any material respect affect the validity or enforcement of the rights transferred to Agent under this Agreement or the rights associated with the Trademarks.

4. Each Grantor represents and warrants that, from and after the Closing Date, (a) the Trademarks listed on Schedule 1 are all of the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned directly by Grantors, without considering similar rights licensed to or otherwise permitted to be used by such Grantor, and (b) the Trademarks have not been adjudged invalid or unenforceable, each Grantor is the legal and beneficial owner of the applicable Trademarks free and clear of all liens, claims or security interests other than the lien of Agent, except as otherwise described on Schedule 1. If, prior to the termination of this Agreement, each Grantor shall (i) obtain rights to any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications or

(ii) become entitled to the benefit of any trademarks, trade names, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals or license agreements whether as licensee or licensor, the provisions of paragraph 4 above shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses). Grantors shall give to Agent prompt written notice of events described in clauses (i) and (ii) of the preceding sentence promptly after the occurrence thereof. The Pledgor hereby authorizes Agent to modify this Agreement unilaterally (x) by amending Schedule 1 to include any future trademarks, service marks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications or registrations or domain names that are or may become Trademarks hereunder and (y) by filing such modifications (or notice thereof) in the United States Patent and Trademark Office or with other applicable recording or filing office within the United States or any state thereof at the expense of Grantors as Agent shall determine in its Permitted Discretion. Each Grantor agrees to execute any and all instruments (including individual security agreements) necessary to confirm such amendment or to enable such recording.

5. Each Grantor agrees (i) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, (ii) not to abandon any Trademark without the prior written consent of Agent, and (iii) to take all action necessary to maintain in force any registration of the Trademarks in the United States Patent and Trademark Office and in any other jurisdiction within the United States or any state thereof in which it is registered, including (without limitation) any filing, to the extent permitted and authorized by law, any declarations under Sections 8 and 15 of the Trademark Act of 1946 (Lanham Act) and any renewals thereunder, with respect to the Trademarks. Any expense with regard to the foregoing shall be borne and paid by Grantors.

6. Each Grantor hereby agrees that the use by Agent of the Trademarks as authorized hereunder in connection with Agent's exercise of its rights and remedies under Section 9 of this Agreement or pursuant to any Loan Document shall be coextensive with such Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent to such Grantor.

7. Agent may, from time to time hereafter have access to, examine, audit, make copies (at Grantors' expense) and extracts from and inspect Grantors' premises and examine each Grantor's books, records and operations relating to the Trademarks. Grantors each agree not to sell or assign their respective interests in, or grant any license under, the Trademarks without the prior and express written consent of Agent.

8. Agent, on behalf of the Lender Group, shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and, if Agent shall commence any such suit, Grantors shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement. Grantors shall, upon demand, promptly reimburse Agent for all costs and expenses incurred by Agent in the exercise of its rights under this paragraph 6 (including, without limitation, the reasonable fees and expenses of attorneys and paralegals for Agent).

9. (a) Each Grantor hereby irrevocably designates, constitutes and appoints Agent, on behalf of the Lender Group (and all officers and agents of Agent designated by Agent in its sole and absolute discretion) as such Grantor's true and lawful attorney-in-fact, and authorizes Agent and any of Agent's designees, in Grantor's or Agent's name, to take any action and execute any instrument necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone, and (iv) take any other actions with respect to the Trademarks as Agent deems in its best interest provided that the foregoing appointment of Agent as such Grantor's attorney-in-fact and authorizations shall only be effective upon the occurrence or during the continuation of an Event of Default. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof while such power of attorney is in effect. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated. Each Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Loan Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

(b) Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located. Upon the occurrence of an Event of Default and the election by Agent to exercise any of its remedies under the Uniform Commercial Code as in effect in the State of New York with respect to the Trademarks, each Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks to Agent or any transferee of Agent and to execute and deliver to Agent or any such transferee all such agreements, documents and instruments as may be necessary, in Agent's sole discretion, to effect such assignment, conveyance and transfer. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby, by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that Agent may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or any of the other Loan Documents. Each Grantor agrees that any notification of intended disposition of any of the Trademarks required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition provided, however, that Agent may give any shorter notice that is commercially reasonable under the circumstances.

10. Upon the satisfaction of the Secured Obligations and the termination of the credit facility under the Loan Agreement, Agent shall execute and deliver to Grantors all instruments as may be necessary or proper to remove and terminate the security interest, and to reassign to Grantors any and all right, title and interest in the Trademarks and the goodwill of the business symbolized by the Trademarks, subject to any disposition thereof that may have been made by Agent pursuant hereto.

11. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such

invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. This Agreement is subject to modification only by a writing signed by the parties. Agent's failure, at any time or times hereafter, to require strict performance by any Grantor of any provision of this Agreement shall not waive, affect or diminish any right of Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between any Grantor and Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of any Grantor contained in this Agreement shall be deemed to have been suspended or waived by Agent unless such suspension or waiver is in writing signed by an officer of Agent and directed to such Grantor specifying such suspension or waiver.

13. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

14. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original, executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile shall also deliver an original executed counterpart of this Agreement, but the failure to deliver an original, executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

15. This Agreement shall be construed according to the internal laws of the State of New York, without regard to the conflict of laws principles thereof.

16. Notwithstanding anything to the contrary contained in this Agreement or any other Loan Document, Agent will not take any action pursuant to this Agreement or any other Loan Document that would constitute or result in any assignment of an FCC License or any transfer of control of any Grantor, any pledged company or any Radio Station, if such assignment of license or transfer of control would require under then existing law (including the written rules and regulations promulgated by the FCC), the prior approval of the FCC, without first obtaining such approval of the FCC.

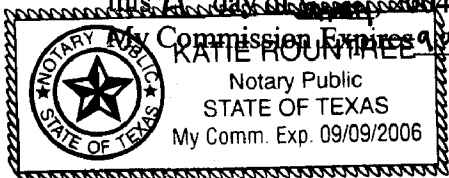
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Agent and Grantors have caused this Agreement to be duly executed as of the day and year first above written.

**GRANTORS:**  
**BORDER MEDIA PARTNERS, LLC**  
a Delaware limited liability company

By: Rafael G. Garza  
Name: Rafael G. Garza  
Title: Chairman of the Board

NOTARY PUBLIC  
Katie Rountree  
Sworn to and subscribed before me  
this 21 day of January, 2004.  
My Commission Expires 9-9-06

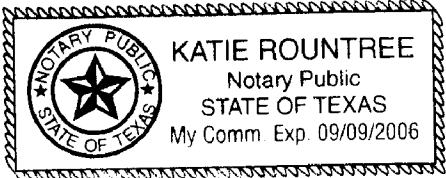


**BMP RADIO, L.P.,**  
a Texas limited partnership

By: BMP Gen Par, LLC, its General Partner

By: Rafael G. Garza  
Name: Rafael G. Garza  
Title: Vice President

NOTARY PUBLIC  
Katie Rountree  
Sworn to and subscribed before me  
this 21 day of January, 2004.  
My Commission Expires 9-9-06

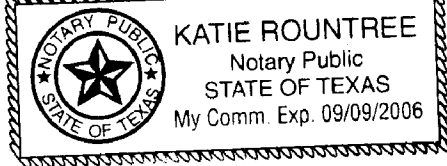


**BMP SAN ANTONIO LICENSE COMPANY, L.P.,**  
a Texas limited partnership

By: BMP Gen Par, LLC, its General Partner

By: Rafael G. Garza  
Name: Rafael G. Garza  
Title: Vice President

NOTARY PUBLIC  
Katie Rountree  
Sworn to and subscribed before me  
this 21 day of January, 2004.  
My Commission Expires 9-9-06

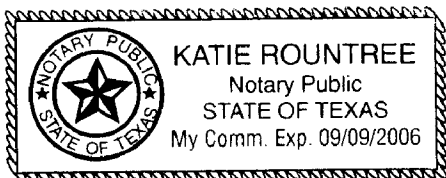


**BMP SAN ANTONIO ASSET COMPANY, L.P.,**  
a Texas limited partnership

By: BMP Gen Par, LLC, its General Partner

By: Rafael G. Garza  
Name: Rafael G. Garza  
Title: Vice President

NOTARY PUBLIC  
Katie Rountree  
Sworn to and subscribed before me  
this 21 day of January, 2004.  
My Commission Expires 9-9-06



[SIGNATURE PAGES CONTINUED]

**BMP RGV LICENSE COMPANY, L.P.,**  
a Texas limited partnership

NOTARY PUBLIC

Katie Rountree

Sworn to and subscribed before me  
this 21 day of January, 2004.

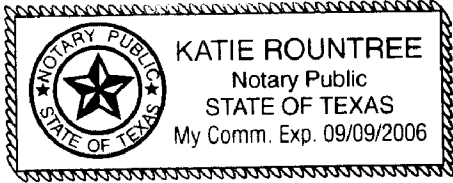
My Commission Expires 9.9.06

By: BMP Gen Par, LLC, its General Partner

By: Rafael G. Garza

Name: Rafael G. Garza

Title: Vice President



**AGENT:**  
**HIGHBRIDGE/ZWIRN SPECIAL**  
**OPPORTUNITIES FUND, L.P.**

a Delaware limited partnership,  
as Agent

By: Highbridge/Zwirn Capital Management, LLC  
a Delaware limited liability company

NOTARY PUBLIC

Sworn to and subscribed before me  
this \_\_\_ day of \_\_\_\_\_, 2004.

My Commission Expires \_\_\_\_\_

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

Name: Daniel B. Zwirn

Title: Managing Principal



**BMP RGV LICENSE COMPANY, L.P.,**  
a Texas limited partnership

NOTARY PUBLIC

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 2004.  
My Commission Expires \_\_\_\_\_

By: BMP Gen Par, LLC, its General Partner

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

Name: Rafael G. Garza

Title: Vice President

**AGENT:**  
**HIGHBRIDGE/ZWIRN SPECIAL**  
**OPPORTUNITIES FUND, L.P.**

a Delaware limited partnership,  
as Agent

By: Highbridge/Zwirn Capital Management, LLC  
a Delaware limited liability company

NOTARY PUBLIC

*Zainub Rana*  
Sworn to and subscribed before me  
this 21 day of January, 2004.  
My Commission Expires 07/15/2007

By: *Daniel B. Zwirn*

Name: Daniel B. Zwirn

Title: Managing Principal

ZAINUB RANA  
Notary Public - State of New York  
No. 01RA6054878  
Qualified in Queens County  
My Commission Expires July 15, 2007

## SCHEDULE 1

As part of the Sendero Acquisition Agreement, Parent acquired rights to the trademark "La M la Mejor" from Sendero. The use of this trademark is subject to a Concurrent Use Agreement between Sendero and Gold Coast Radio, LLC. The Concurrent Use Agreement provides that Sendero, and all of its successors and assigns, shall have the exclusive right to use the trademark "La M La Mejor" in every state throughout the United States except for California and Nevada. Parent is bound by the terms of the Concurrent Use Agreement. BMP Radio is the current owner of this trademark, "La M La Mejor," which is federally registered with the U.S. Patent and Trademark office (Trademark Series Nos. 76124588, 76124587) (Form PTO-1594 may need to be filed with U.S. Patent and Trademark Office to update the registered owner as BMP Radio).

Upon the closing of the SBS Acquisition, Grantors will hold the following URL:

- [www.laley941fm.com](http://www.laley941fm.com)

Upon the closing of the VOVA Acquisition, Grantors will hold the following URLs:

- [www.KURV.com](http://www.KURV.com), [www.KSOX.com](http://www.KSOX.com), [www.agnewsnow.com](http://www.agnewsnow.com), and [www.wintertexan.net](http://www.wintertexan.net)