

02-27-2004



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Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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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):  
Sendero Multimedia, Inc. 2-24-04  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: Border Media Partners, LLC  
Internal Address: \_\_\_\_\_  
Street Address: 201 Main Street, Suite 2001  
City: Fort Worth State: Texas Zip: 76102  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Limited Liability Company  
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: May 30, 2003

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
76124587  
76124588  
Additional number(s) attached  Yes  No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Rafael G. Garza  
Internal Address: Border Media Partners, LLC  
Street Address: 201 Main Street, Suite 2001  
City: Fort Worth State: Texas Zip: 76102

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)

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.*  
Rafael G. Garza, Chairman of the Board  
Name of Person Signing      Rafael G. Garza Signature      January 21, 2004 Date  
Total number of pages including cover sheet, attachments, and document: 4

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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02 02 0022 25.00 DP

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## BILL OF SALE & ASSIGNMENT

THIS BILL OF SALE & ASSIGNMENT ("Bill of Sale") is made as of the 30<sup>th</sup> day of May 2003, by and between Sendero 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.

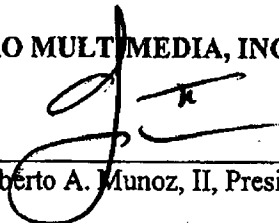
Section 5. This Bill of Sale is in all respects subject to the provisions of the Agreement and is not intended in any way to supersede, limit or qualify any provision of the Agreement.

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

**Schedule 1.1(f)**  
List of Intangible Assets

KILM

KBDR

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