

02-27-2004



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

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): Border Media Partners, LLC 2-24-04 Individual(s) Association General Partnership Limited Partnership Corporation-State Other Limited Liability Company

2. Name and address of receiving party(ies) Name: BMP Radio, L.P. Internal Address: Street Address: 201 Main Street, Suite 2001 City: Fort Worth State: Texas Zip: 76102

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

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: Rafael G. Garza Internal Address: BMP Radio, L.P. 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:

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. Hugo Del Pozzo, Vice President and Secretary Signature Date: January 21, 2004

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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ASSIGNMENT

This Assignment (this "*Assignment*") is made as of May 30, 2003 (the "*Closing Date*"), by and between Border Media Partners, LLC, a Delaware limited liability company ("*Assignor*"), and BMP Radio, L.P., a Texas limited partnership ("*Assignee*").

Background:

- A. Pursuant to the Asset Purchase Agreement dated July 10, 2002, by and between Sendero Multimedia, Inc., a Texas corporation ("*Sendero*"), and Assignor (the "*Agreement*"), Sendero conveyed and assigned to Assignor, among other things, certain assets, properties, and rights related to the radio stations KILM(FM) and KBDR(FM) (the "*Stations*").
- B. Assignee is an indirect, wholly-owned subsidiary of Assignor.
- C. Assignor desires to assign, transfer and convey to Assignee, and Assignee desires to accept the transfer of, substantially all of the assets, properties, and rights of Assignor involved in the business and operation of the Stations (the "*Station Assets*") as a contribution to the capital of Assignee.

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

1. Assignment. Effective immediately after the closing of the transactions contemplated by the Agreement, as a contribution to the capital of Assignee, Assignor hereby grants, assigns, transfers and delivers to Assignee all of Assignor'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 (the "*Station Assets*"). Without limiting the foregoing, the property conveyed by this Assignment includes the following:

(a) All interests of Assignor 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 A hereto;

(b) All FCC logs and other records that relate to the operation of the Stations, and all files and other records of Assignor relating to the business and operations of the Stations (other than duplicate copies of such files) 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 Station Assets;

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

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

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

4. Governing Law. This Assignment 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.

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

[Signature page follows.]

IN WITNESS WHEREOF, Assignor has executed this Assignment to be effective as of the date first written above.

ASSIGNOR:

BORDER MEDIA PARTNERS, LLC

By: Thomas H. Castro
Thomas H. Castro
President and Chief Executive Officer

ASSIGNEE:

BMP RADIO, L.P.

By: BMP Gen Par, LLC, its general partner

By: Thomas H. Castro
Thomas H. Castro
President

Schedule 1.1(f)
List of Intangible Assets

KILM

KBDR

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