

8-24-04

08-27-2004

J.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Form PTO-1594 (Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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To the Honorable Commissioner of Patents and Trademarks, original documents or copy thereof.

1. Name of conveying party(ies):  
**UNION BANK OF CALIFORNIA, N.A.**  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State  
Other **NATIONAL BANKING ASSOCIATION**  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: **ENTRAVISION COMMUNICATIONS CORPORATION**  
Internal Address:  
Street Address: **2425 OLYMPIC BOULEVARD, SUITE 6000**  
City: **SANTA MONICA** State: **CA** Zip: **90404**  
 Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State **DELAWARE**  
 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

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3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
Other **SECURITY INTEREST RELEASE**  
Execution Date: **AUGUST 24, 2004**

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
**08/26/2004** **REGISTRATION 00000001 2839412**  
01 FC:8521 40.00 OP  
02 FC:8522 350.00 OP  
Additional number(s) attached  Yes  No

B. Trademark Registration No.(s) **2,839,412 / 2,566,990 / 2,566,989 / 2,557,707 / 2,550,045 / 2,386,035 / 2,312,378 / 2,231,405 / 2,174,611 / 2,236,415 / 2,021,380 / 2,025,873 / 1,993,998 / 1,863,697 / 1,824,629**

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name **WANSUN SONG, ESQ.**  
Internal Address  
**PILLSBURY WINTHROP LLP**  
Street Address: **725 SOUTH FIGUEROA STREET SUITE 2800**  
City: **LOS ANGELES** State: **CA** Zip: **90017-5406**

6. Total number of applications and registrations involved: .....15.....  
7. Total fee (37 CFR 3.41).....\$ **390.00**  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number: **16-1805**  
(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.*  
**WANSUN SONG** *Wansun Song* **8/24/04**  
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 4

August 24, 2004

Entravision Communications Corporation  
2425 Olympic Boulevard, Suite 6000 West  
Santa Monica, California 90404

Attention: John DeLorenzo  
Chief Financial Officer

Ladies and Gentlemen:

Reference is made to (i) that certain Credit Agreement dated as of September 26, 2000 as amended (the "Credit Agreement"), among Entravision Communications Corporation ("Borrower"), Union Bank of California, N.A. as agent (the "Agent") and the other banks listed therein ("Lenders") and (ii) the other financing documents relating to the Credit Agreement (collectively with the Credit Agreement, the "Financing Documents"). We understand that, on the Payoff Date (as hereinafter defined), Borrower expects to repay in full all of the obligations and liabilities of Borrower, its subsidiaries and affiliates to Agent and the Lenders under or in respect of the Financing Documents (the "Obligations").

1. This letter agreement will confirm that, on the date on which all of the following conditions shall first be satisfied (the "Payoff Date"), all of the Obligations shall be terminated and satisfied in full:

(a) receipt by the Agent, no later than **REDACTED**, of a wire transfer of immediately available funds in the aggregate amount of \$ **REDACTED** subject to adjustment as set forth in this Paragraph 1 (as so adjusted, the "Payout Amount"), consisting of:

(i) \$ **REDACTED** in respect of unpaid principal outstanding under the Financing Documents (assuming no further loans or repayments are made); and

(ii) \$ **REDACTED** in respect of accrued and unpaid interest on such unpaid principal amount, assuming no changes in applicable interest rates and no changes in the outstanding principal amount (the per diem accrual of such interest being \$ **REDACTED** per day);

(iii) \$ **REDACTED** in respect of outstanding costs and expenses of the Agent;

(iv) \$ **REDACTED** in respect of LIBOR Loan breakage costs; and

(v) \$ **REDACTED** in respect of commitment fees.

PAYOFF LETTER

TRADEMARK  
REEL: 003039 FRAME: 0632

- (b) receipt by the Agent of a fully-executed counterpart of this letter agreement signed by Borrower.

If the assumptions set forth above with respect to the calculation of the principal, interest and fees and costs components of the Payout Amount are not correct, we will so advise Borrower in writing on or before the Payoff Date of the adjusted figure for the Payout Amount, reflecting the appropriate changes in such amounts. Upon receipt of the Payout Amount in accordance with the foregoing and satisfaction of the other conditions referred to above, Agent agrees that all commitments under the Credit Agreement, and all guarantees of the Obligations, shall be deemed terminated.

2. Please transfer the Payout Amount to Union Bank of California, N.A. (ABA No.: **REDACTED** ) Account No.: **REDACTED** , Account Name: **REDACTED** , Reference: Entravision Communications Corporation, Attention: **REDACTED** , in accordance with the foregoing.

3. Agent shall execute and deliver such additional documents and shall provide additional information as may be reasonably requested to carry out the terms of this letter, in each case at the sole cost and expense of the Borrower.

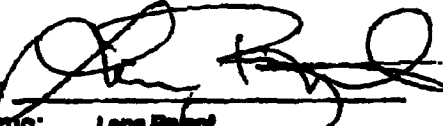
PAYOFF LETTER

**TRADEMARK**  
**REEL: 003039 FRAME: 0633**

4. Borrower confirms its agreement to the terms and provisions of this letter agreement by returning to Agent a signed counterpart of this letter. This letter may be executed by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one agreement.

Very truly yours,

UNION BANK OF CALIFORNIA, N.A.,  
as Agent

By:   
Name: Lena Bryant  
Title: Senior Vice President

Agreed to by the undersigned:

ENTRAVISION COMMUNICATIONS  
CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PAYOFF LETTER

TRADEMARK  
REEL: 003039 FRAME: 0634

4. Borrower confirms its agreement to the terms and provisions of this letter agreement by returning to Agent a signed counterpart of this letter. This letter may be executed by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one agreement.


Very truly yours,

UNION BANK OF CALIFORNIA, N.A.,  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed to by the undersigned:

ENTRAVISION COMMUNICATIONS  
CORPORATION

By:   
Name: Walter F. Ulloa  
Title: Chairman and Chief Executive Officer

PAYOFF LETTER