

Attachment 1

Conveying Parties

BORDER MEDIA PARTNERS, LLC a Delaware limited liability company

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

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

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

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

AMIGO BROADCASTING L.P., a Texas limited partnership

BMP 100.5FM, L.P., a Texas limited partnership

BMP AUSTIN LICENSE COMPANY, L.P., a Texas limited partnership

BMP DFW LICENSE COMPANY, L.P., a Texas limited partnership

BMP WACO LICENSE COMPANY, L.P., a Texas limited partnership

BMP AUSTIN ASSET COMPANY, L.P., a Texas limited partnership

BMP DFW ASSET COMPANY, L.P., a Texas limited partnership

BMP WACO ASSET COMPANY, L.P., a Texas limited partnership

**FIRST AMENDMENT, JOINDER AND REAFFIRMATION
OF TRADEMARK SECURITY AGREEMENT**

This FIRST AMENDMENT, JOINDER AND REAFFIRMATION OF TRADEMARK SECURITY AGREEMENT (this "Amendment") is entered into as of this 23rd day of December, 2004, among each of the parties listed on the signature pages hereof as grantors (each a "Grantor;" and collectively, "Grantors") and D. B. ZWIRN SPECIAL OPPORTUNITIES FUND, L.P. (formerly known as 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 Amended and Restated Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Grantors, 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 Grantors from time to time pursuant to the terms and conditions thereof; and

WHEREAS, certain of Grantors heretofore duly executed and delivered a Trademark Security Agreement dated as of January 30, 2004, in favor of Agent (as amended hereby and as otherwise amended, restated, supplement or modified from time to time, the "Trademark Security Agreement"), pursuant to which Grantors granted to Agent a continuing Lien on the Trademarks (as defined in the Trademark Security Agreement); and

WHEREAS, it is a condition precedent to the obligation of Lenders to make the loans and other financial accommodations to Grantors pursuant to the Loan Agreement that each Grantor execute and deliver this Amendment to Agent, for the benefit of the Lender Group; and

WHEREAS, each Grantor acknowledges and agrees that the security interest granted to Agent pursuant to the Trademark Security Agreement shall remain outstanding and in full force and effect and shall continue to secure the 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 that capitalized terms used herein shall have the meanings ascribed to them in the Trademark Security Agreement, and each Grantor hereby affirms that the Trademark Security Agreement shall in all respects be a continuing, absolute, unconditional and irrevocable pledge of the Trademarks to secure,

without interruption or impairment of any kind, all Obligations, and shall remain in full force and effect until all Obligations have been paid in full pursuant to the terms of the Loan Agreement, and each Grantor not previously a party to the Trademark Security Agreement hereby joins as a "Grantor" thereunder.

Grantors and Agent hereby further agree that:

1. The Trademark Security Agreement is hereby modified and amended to the extent necessary to provide that all references to the "Loan Agreement" in the Trademark Security Agreement shall be to the Loan Agreement, as modified, amended, restated or supplemented from time to time.

2. Schedule 1 to the Trademark Security Agreement is hereby deleted in its entirety and Schedule 1 attached hereto is substituted in lieu thereof.

3. Upon the effectiveness of this Amendment, on and after the date hereof, each reference in the Trademark Security Agreement to "this Agreement," "hereunder," "hereof" or words of like import referring to the Trademark Security Agreement, and each reference in the other Loan Documents to "the Trademark Security Agreement," "thereunder," "thereof" or words of like import referring to the Trademark Security Agreement shall mean and be a reference to the Trademark Security Agreement as amended hereby.

4. This Amendment does not evidence a termination of the granting of the Liens contained in the Trademark Security Agreement. The Liens granted pursuant to the Trademark Security Agreement as in effect prior to the date hereof shall remain in full force and effect and shall be continuing in all respects.

5. Each Grantor hereby confirms its obligations under the Trademark Security Agreement and agrees that the Liens granted to Agent in the Trademarks under the Trademark Security Agreement shall remain outstanding and in full force and effect in accordance with the Loan Agreement and shall secure all of the Obligations.

6. By its signature below, each Grantor not previously a party to the Trademark Security Agreement hereby becomes a "Grantor" under the Trademark Security Agreement with the same force and effect as if originally named therein as a "Grantor" and such new Grantor hereby (a) agrees to all of the terms and provisions of the Trademark Security Agreement applicable to it as a "Grantor" thereunder and (b) represents and warrants that the representations and warranties made by it as a "Grantor" thereunder are true and correct on and as of the date hereof. Each reference to a "Grantor" in the Trademark Security Agreement shall be deemed to include each new Grantor.

7. Each Grantor represents and warrants to Agent that this Amendment has been duly executed and delivered by such Grantor and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as enforceability thereof may be limited by bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium or other similar laws affecting creditors' rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

8. This Amendment may be executed (including by facsimile or e-mail transmission) in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment.

9. Except as specifically modified and amended hereby, the Trademark Security Agreement shall remain extant and in full force and effect.

10. This Amendment shall be deemed to be a Loan Document for all purposes.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Amendment to be executed and delivered as of the date 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

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

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

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

BMP RGV 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

AMIGO BROADCASTING 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

BMP 100.5FM, 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

BMP AUSTIN 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

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a Texas limited partnership

By: BMP Gen Par, LLC, its General Partner

By: Rafael G. Garza

Name: Rafael G. Garza

Title: Vice President

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Name: Rafael G. Garza

Title: Vice President

BMP WACO 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

AGENT:
D. B. ZWIRN SPECIAL OPPORTUNITIES
FUND, L.P., a Delaware limited partnership,
as Agent

By: D.B. Zwirn Partners, LLC, its general partner

By: Zwirn Holdings, LLC, its managing member

By: _____

Name: _____

Title: _____

BMP DFW ASSET COMPANY, L.P.,
a Texas limited partnership

By: BMP Gen Par, LLC, its General Partner

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

BMP WACO ASSET COMPANY, L.P.,
a Texas limited partnership

By: BMP Gen Par, LLC, its General Partner

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

AGENT:
D. B. ZWIRN SPECIAL OPPORTUNITIES
FUND, L.P., a Delaware limited partnership,
as Agent

By: D.B. Zwirn Partners, LLC, its general partner

By: Zwirn Holdings, LLC, its managing member

By:  _____
Name: Daniel B. Zwirn
Title: Managing Partner

Schedule I Trademarks

As part of the Sendero Asset Purchase Agreement, dated July 10, 2002, by and between Sendero Multimedia Inc. ("Sendero") and Border Media Partners, LLC, ("Parent"), 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 an unrelated third party. 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, L.P. ("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 (the "PTO") (Trademark Series Nos. 76124588, 76124587).

On September 29, 2004, Parent filed with the PTO two Actual Use Service Mark Applications for "Digital" and "La Mejor" (serial numbers 78/491274 and 78/491263, respectively). Also on September 29, 2004, Parent filed with the PTO an Intent-to-Use Service Mark Application for "Radio Festival" (serial number 78/491266).

Grantors hold unregistered intellectual property rights in the call signs and station websites for its current stations and will acquire rights in the call signs of the stations to be acquired from the Permitted Acquisitions upon the closing of each respective acquisition.

Grantors currently hold rights in the following station websites:

- www.laley941fm.com, www.KURV.com, www.KSOX.com, www.agnewsnow.com, and www.wintertexan.net