

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Guarantee and Collateral Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Spanish Broadcasting System, Inc.		06/10/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Lehman Commerical Paper, Inc.
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 80

Property Type	Number	Word Mark
Registration Number:	2251474	LA LEY
Registration Number:	2253602	LA LEY 107.9
Registration Number:	1348590	SUPER KQ
Registration Number:	2613472	EL SOL
Registration Number:	2023871	ROMANCE
Registration Number:	2002278	ROMANCE
Registration Number:	2633089	VERANO DEL SOL
Registration Number:	2694786	DIA NACIONAL DE LA ZALSA
Registration Number:	2718998	SBS
Registration Number:	2718999	
Registration Number:	2718993	SBS SPANISH BROADCASTING SYSTEM
Registration Number:	2719000	SBS
Registration Number:	2715538	LA MADRE DE BANDAS Y NORTENAS
Registration Number:	2708927	EL ZOL

CH \$2015.00 2251474

Registration Number:	2767487	SEÑOR BOLERO
Registration Number:	2782979	NOTIMUSICALES
Registration Number:	2731776	SABADOS SABROSOS
Registration Number:	2763720	HISPANOS UNIDOS
Registration Number:	2792606	NOCTURNO
Registration Number:	2835245	LA TIMBA DE LA MANANA
Registration Number:	2867488	LA TIMBA
Registration Number:	2848959	ONDA 92
Registration Number:	2856576	ONDA
Registration Number:	2856170	JUAN LECHE
Registration Number:	2861071	LA SABROSA
Registration Number:	2875456	ONDA
Registration Number:	2865576	LA SABROSA 93.5 FM
Registration Number:	2875457	SUENA LO QUE PEGA
Registration Number:	2871139	SPANISH BROADCASTING SYSTEM
Registration Number:	2900392	LA NUEVA ONDA DE CHICAGO
Registration Number:	2913255	EL CHULO Y LA BOLA
Serial Number:	76214043	LA RAZA
Serial Number:	76213224	97.9 LA RAZA
Serial Number:	78374983	JOHN SPERM
Serial Number:	76408519	TELEONDA
Serial Number:	76408521	TELEONDA
Serial Number:	76408520	1+1=1
Serial Number:	76423078	APLAUSO
Serial Number:	76460891	ARRIBA
Serial Number:	76459360	MERENGUE HITS
Serial Number:	76467497	BUMPER A BUMPER
Serial Number:	76467494	PONCHA Y VETE
Serial Number:	76578412	VIVELO CON
Serial Number:	76579523	VIVELO
Serial Number:	76578343	VIVELO
Serial Number:	76579592	VIVELO
Serial Number:	76581361	VIVELO CON
Serial Number:	76596234	TELEONDA.COM
Serial Number:	76579170	NOTIONDA

Serial Number:	76579277	VIDEOLOOP
Serial Number:	76579276	RODAJE
Serial Number:	76594746	FESTIVAL RAICES HISPANAS
Serial Number:	76596971	BACHATAZOL
Serial Number:	76617068	TELEVISION ADICTIVA
Serial Number:	76619407	MEGATON
Serial Number:	76621483	EL VACILON
Serial Number:	76621661	CINEMA TICKET
Serial Number:	76621660	MAS ALLA DE LA FAMA
Serial Number:	76621659	FAMA DULCE HOGAR
Serial Number:	76621658	FLASHBACK
Serial Number:	76621665	RETO A LA MODA
Serial Number:	76623540	LO MEJOR DE... EL VACILON
Serial Number:	76626411	ONDA TV
Serial Number:	76627789	FAMA TV
Serial Number:	76627799	FAMA TELEVISION
Serial Number:	78581811	ESTUDIO AVE.
Serial Number:	78582794	RUTA AL EXITO
Serial Number:	76634747	ZONA CERO
Serial Number:	76634749	ZONACEROCLASSICA.COM
Serial Number:	76634748	ZONACEROCLASICA.COM
Serial Number:	76635016	ELLAS
Serial Number:	76635285	ZONACERO.TV
Serial Number:	76636164	ZONA CERO · CHICAS · SEXO · ESCANDALOS · USIVAS · CHISME · FARANDULA · EXCLUSIVAS
Serial Number:	76636163	CLÁSICA 92.3 FM TODAS LAS CLASICAS... TODO EL TEMPO
Serial Number:	76636614	ÑOTICIAS
Serial Number:	76636904	ÑOTICIERO
Serial Number:	76636613	MEGA ÑOTICIAS
Serial Number:	76578350	LA NUEVA ONDA
Serial Number:	76639811	LATINO 96 FM
Serial Number:	76639809	LATINO 96.3 FM

CORRESPONDENCE DATA

Fax Number: (215)655-2317

TRADEMARK
REEL: 003114 FRAME: 0479

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 215.994.2317
Email: hal.borden@dechert.com
Correspondent Name: Hal E. Borden, Dechert LLP
Address Line 1: 4000 Bell Atlantic Tower
Address Line 2: 1717 Arch Street
Address Line 4: Philadelphia, PENNSYLVANIA 19103-2793

NAME OF SUBMITTER:	Hal E. Borden
Signature:	/Hal Borden/
Date:	06/30/2005

Total Attachments: 8

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SECOND LIEN GUARANTEE AND COLLATERAL AGREEMENT

DATED AS OF JUNE 10, 2005

BY

SPANISH BROADCASTING SYSTEM, INC.

AND CERTAIN OF ITS SUBSIDIARIES,

AS GRANTORS,

IN FAVOR OF

LEHMAN COMMERCIAL PAPER INC.,

AS ADMINISTRATIVE AGENT

**SUPPLEMENT TO SECOND LIEN GUARANTEE AND COLLATERAL AGREEMENT
(TRADEMARKS)**

WHEREAS, Spanish Broadcasting System, Inc., a Delaware corporation (herein referred to as "Grantor"), having an address at 2601 South Bayshore Drive, PH II, Coconut Grove, Florida 33133, has entered into a Second Lien Guarantee and Collateral Agreement, dated as of June 10, 2005 (said Second Lien Guarantee and Collateral Agreement, as it may hereafter be amended or otherwise modified from time to time being the "Security Agreement", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a security interest in all right, title and interest of the Grantor in and to the following (the "Trademark Collateral"), to secure the payment and performance of the Secured Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, domain names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, those identified in annexed Schedule 1-A (as such schedule may be amended or supplemented from time to time), (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, "Trademarks"); and

(b) any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement (collectively, "Trademark Licenses").

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record, its grant to the Administrative Agent for the benefit of the Secured Parties of a security interest in and mortgage on the Trademark Collateral to secure the prompt payment and performance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the grant of, security interest in and mortgage on the Trademark

Collateral made hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

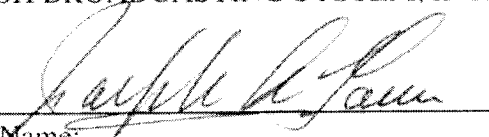
Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of June 10, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement", among the Borrower, Lehman Commercial Paper Inc., as First Lien Collateral Agent, and Lehman Commercial Paper Inc., as Second Lien Collateral Agent, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control with respect to any exercise of a right or remedy. Without limiting the generality of the foregoing, and notwithstanding anything herein to the contrary, all rights and remedies of the Administrative Agent (and the Secured Parties) shall be subject to the terms of the Intercreditor Agreement, and until the First Lien Obligations (as defined in the Intercreditor Agreement) have been Fully Satisfied (as such term is defined in the First Lien Guarantee and Collateral Agreement), (i) the Grantor shall not be required hereunder to take any action that is inconsistent with the Grantor's obligations under the First Lien Loan Documents and (ii) any obligation of the Grantor hereunder with respect to the delivery or control of any Collateral, the notation of any lien on any certificate of title, bill of lading or other document, the giving of any notice to any bailee or other Person, the provision of voting rights or the obtaining of any consent of any Person shall be deemed to be satisfied if the Grantor complies with the requirements of the similar provision of the applicable First Lien Loan Document. Until the First Lien Obligations (as defined in the Intercreditor Agreement) have been Fully Satisfied (as such term is defined in the First Lien Guarantee and Collateral Agreement), the Administrative Agent may not require the Grantor to take any action with respect to the creation, perfection or priority of its security interest, whether pursuant to the express terms hereof or pursuant to the further assurances provisions hereof, unless the First Lien Agent shall have required the Grantor to take similar action, and delivery of any Collateral to the First Lien Agent pursuant to the First Lien Loan Documents shall satisfy any delivery requirement hereunder.

The Administrative Agent's address is 745 Seventh Avenue, New York, New York 10019, Attention: Paul Arzouian.

IN WITNESS WHEREOF, the Grantor has duly executed or caused this Agreement to be duly executed as of June 10, 2005

SPANISH BROADCASTING SYSTEM, INC.

By:



Name:

Title:

STATE OF *New York*)
)ss.:
 COUNTY OF *New York*)

On this *10th* day of *June*, *2005*, before me personally appeared *Joseph Garcia*, to me known, who, being by me duly sworn, did depose and say that he/she resides at *1601 South Bayshore Dr., Coconut Grove, FL 33133* and that he/she is *VP, CFO and Secretary* of the Grantor; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the Board of Directors of said corporation and that he/she signed his/her name thereto in his/her capacity as an authorized officer of said corporation pursuant to such authority.

Grace M. Selkow
 Notary Public

GRACE M. SELKOW
 NO. 41-4825796
 NOTARY PUBLIC, STATE OF NEW YORK
 QUALIFIED IN QUEENS COUNTY
 COMMISSION EXPIRES *5/31/2006*

**Schedule 1-A to the SUPPLEMENT TO SECOND LIEN GUARANTEE
AND COLLATERAL AGREEMENT
(TRADEMARKS)**

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
La Ley	2251474	06/08/1999
La Ley 107.9	2253602	06/15/1999
Super KQ	1348590	07/09/1985
El Sol	2613472	08/27/2002
Romance	2023871	12/17/1996
Romance (and Design)	2002278	09/24/1996
Verano del Sol	2633089	10/08/2002
Dia Nacional De La Zalsa	2694786	03/11/2003
SBS (Stylized)	2718998	05/27/2003
Microphone Design	2718999	05/27/2003
SBS (and entire logo)	2718993	05/27/2003
SBS	2719000	05/27/2003
La Madre De Bandas y Nortenas	2715538	05/13/2003
El Zol (and design)	2708927	04/22/2003
Señor Bolero	2767487	09/23/03
Notimusicales	2782979	11/11/2003
Sabado Sabrosas	2731776	07/04/2003
Hispanos Unidos	2763720	09/16/2003
Nocturno	2792606	12/09/2003
La Timba De La Manana	2835245	4/20/2004
La Timba	2867488	7/27/2004
ONDA 92	2848959	06/01/2004
ONDA	2856576	06/22/2004
JUAN LECHE	2856170	06/22/2004
LA SABROSA	2861071	07/06/2004
ONDA (and	2875456	08/17/2004

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Design)		
La Sabrosa (and Design)	2865576	07/20/2004
Suena Lo Que Pega	2875457	08/17/2004
Spanish Broadcasting System	2871139	08/10/2004
La Nueva Onda De Chicago	2900392	11/02/2004
El Chula y La Bola	2913255	12/21/2004

<u>Trademark</u>	<u>Application Number</u>
La Raza	76/214043
97.9 La Raza	76/213224
John Sperm	78/374983
Teleonda	76/408519
Teleonda (and Design)	76/408521
1 + 1 = 1	76/408520
Aplauso	76/423078
Arriba	76/460891
Merengue Hits	76/459360
Bumper A Bumper	76/467497
Poncha Y Vete	76/467494
Vivelo con	76/578412
Vivelo	76/579523
Vivelo	76/578343
Vivelo (and Design)	76/579592
Vivelo Con	76/581361
Teleonda.com	76/596234
NotiOnda	76/579170
Videoloop	76/579277
Rodaje	76/579276
Festival Raices Hispanas	76/594746
Bachatazol	76/596971
Television Adictiva	76/617068

Megaton	76/619407
El Vacilon	76/621483
Cinema Ticket	76/621661
Mas Alla De La Fama	76/621660
Fama Dulce Hogar	76/621659
Flashback	76/621658
Reto A La Moda	76/621665
El Mejor De...El Vacilon	76/623540
Onda TV	76/626411
Fama TV	76/627789
Fama Television	76/627799
Estudio Ave.	78/581811
Ruta al Exito	78/582794
Zona Cero	76/634747
Zonaceroclassica.com	76/634749
Zonaceroclasica.com	76/634748
Ellas	76/635016
Zonacero.tv	76/635285
Zona Cero (and Design)	76/636164
Classica 92.3 FM (and Design)	76/636163
Noticias	76/636614
Noticiero	76/636904
Mega Noticias	76/636613
Noticiero Mega	76/636614
Latino 96.3 FM & Design	Filed 5/27/2005
Latino 96 FM & Design	Filed 5/27/2005
La Nueva Onda	76/578350