

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Entravision Communications Corporation		09/29/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Union Bank of California, N.A., as Collateral Agent
<b>Street Address:</b>	445 South Figueroa Street, 16th Floor
<b>Internal Address:</b>	Attn: Matthew Fleming
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90071
<b>Entity Type:</b>	national banking association:

**PROPERTY NUMBERS Total: 38**

Property Type	Number	Word Mark
Registration Number:	2969439	ASI ES MI TIERRA
Registration Number:	1824629	CADENA SUPER ESTRELLA
Registration Number:	2816681	CUMBIA CALIENTE
Registration Number:	2566989	ENTRAVISION COMMUNICATIONS CORPORATION
Registration Number:	2566990	E
Registration Number:	2922288	EL GATO
Registration Number:	2876791	EL REGRESO DE LAS CURVAS PELIGROSAS
Registration Number:	2749898	
Registration Number:	2774949	ENTRACAUSE MARKETING
Registration Number:	2988626	GRUPERA Y CUMBIA PARA GOZAR
Registration Number:	2797359	KDL
Registration Number:	2771450	KDL 106.7 FM
Registration Number:	2729015	LA CONSENTIDA

OP \$965.00 2969439

Registration Number:	2312378	LA BONITA
Registration Number:	2386035	LA BUENA 100.9 FM
Registration Number:	2876677	LA QUE PONE EL AMBIENTE
Registration Number:	2557707	MEXICANISIMA
Registration Number:	2021380	RADIO ROMANTICA
Registration Number:	1993998	RADIO TRICOLOR
Registration Number:	2025873	RADIO TRICOLOR MEXICANISIMA
Registration Number:	2839412	SIEMPRE A TU LADO
Registration Number:	2550045	SUPER ESTRELLA
Registration Number:	2827061	SUPER ESTRELLA
Registration Number:	2977172	103.5 THE BOMB
Registration Number:	2771430	THE TEXAS PARTY STATION
Registration Number:	2872029	VIVA ALTERNATIVA
Registration Number:	2236415	Z !MUSICA MAS CALIENTE!
Serial Number:	78480519	CANTE Y GANE
Serial Number:	78592410	CASA
Serial Number:	78595482	INDIE
Serial Number:	78711343	INVASIÓN SUPER ESTRELLA
Serial Number:	76625528	OYE
Serial Number:	76625529	QUE PASA
Serial Number:	78642380	REVENTÓN
Serial Number:	78650687	REVENTÓN SUPER ESTRELLA
Serial Number:	76617142	THE BOMB
Serial Number:	76613915	VIVA
Serial Number:	78590838	WHERE LATINOS LIVE

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Email: ipdocket@lw.com  
Correspondent Name: Latham & Watkins LLP  
Address Line 1: 650 Town Center Drive  
Address Line 2: Suite 2000  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038611-0034
NAME OF SUBMITTER:	Rhonda DeLeon

Signature:

/Rhonda DeLeon/

Date:

10/05/2005

**Total Attachments: 10**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of September 29, 2005 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), is between each of **ENTRAVISION COMMUNICATIONS CORPORATION**, a Delaware corporation ( "Grantor") and **UNION BANK OF CALIFORNIA, N.A.**, in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, Grantor is party to a Pledge and Security Agreement dated as of September 29, 2005 (the "Pledge and Security Agreement") between Grantor and the other grantors party thereto and the Collateral Agent pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, Grantor hereby agrees with the Collateral Agent, as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral.** In order to secure the performance and payment of its Secured Obligations, Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all United States, state and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, and (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, (collectively, "Trademarks");

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses"); and

(c) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit.

**SECTION 3. Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Pledge and Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the

Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

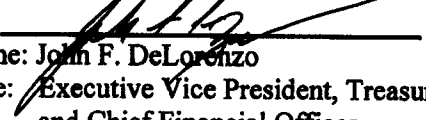
SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**ENTRAVISION COMMUNICATIONS  
CORPORATION, a Delaware corporation**

By:   
Name: John F. DeLorenzo  
Title: Executive Vice President, Treasurer  
and Chief Financial Officer

*(Signature Page to Trademark Security Agreement)*

Accepted and Agreed:

**UNION BANK OF CALIFORNIA, N.A.,**  
as the Collateral Agent

By:   
Name: **Matthew H. Fleming**  
Title: **Vice President**

*(Signature Page to Trademark Security Agreement)*

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

*United States Trademark Registrations: Entravision Communications Corporation*

<b><u>Mark</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
ASI ES MI TIERRA	2,969,439	July 19, 2005
CADENA SUPER ESTRELLA	1,824,629	March 1, 1994
CUMBIA CALIENTE	2,816,681	February 24, 2004
ENTRAVISION COMMUNICATIONS CORPORATION	2,566,989	May 7, 2002
E (stylized)	2,566,990	May 7, 2002
EL GATO	2,922,288	February 1, 2005
EL REGRESO DE LAS CURVAS PELIGROSAS	2,876,791	August 24, 2004
Entracause Design Mark	2,749,898	August 12, 2003
ENTRACAUSE MARKETING	2,774,949	October 21, 2003
GRUPERA Y CUMBIA PARA GOZAR	2,988,626	August 30, 2005
KDL	2,797,359	December 23, 2003
KDL 106.7 FM	2,771,450	October 7, 2003
LA CONSENTIDA	2,729,015	June 24, 2003
LA BONITA & DESIGN	2,312,378	January 25, 2000
LA BUENA 100.9 FM & Design	2,386,035	September 12, 2000



<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
LA QUE PONE EL AMBIENTE	2,876,677	August 24, 2004
MEXICANISIMA	2,557,707	April 9, 2002
RADIO ROMANTICA	2,021,380	December 3, 1996
RADIO TRICOLOR	1,993,998	August 13, 1996
RADIO TRICOLOR MEXICANISIMA	2,025,873	December 24, 1996
SIEMPRE A TU LADO	2,839,412	May 11, 2004
SUPER ESTRELLA	2,550,045	March 19, 2002
SUPER ESTRELLA & Design	2,827,061	March 30, 2004
THE BOMB 103.5 & Bomb Design	2,977,172	July 26, 2005
THE TEXAS PARTY STATION	2,771,430	October 7, 2003
VIVA ALTERNATIVA	2,872,029	August 10, 2004
Z MUSICA MAS CALIENTE! & Design	2,236,415	April 6, 1999

*United States Trademark Registrations: EMI Sacramento Radio, Inc.*

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
KRCX 1110 AM RADIO CAPITAL	1,466,610	November 24, 1987

*United States Trademark Applications: Entravision Communications Corporation*

<u>Mark/App. No.</u>	<u>Filing Date</u>	<u>Status</u>
CANTE Y GANE 78/480,519	September 8, 2004	Suspended.
CASA 78/592,410	March 22, 2005	Pending; not yet assigned to an examining attorney. (Based on Actual Use)
INDIE 78/595,482	March 25, 2005	Pending; not yet assigned to an examining attorney. (Based on Actual Use)
INVASIÓN SUPER ESTRELLA 78/711,343	September 12, 2005	Pending; not yet assigned to an examining attorney (Based on actual use)
OYE 76/625,528	December 21, 2004	Approved for publication; will be published September 13, 2005. (Based on Actual Use)
QUE PASA 76/625,529	December 21, 2004	Office Action issued July 27, 2005. (Based on Actual Use)
REVENTON 78-642-380	June 2, 2005	Pending; not yet assigned to an examining attorney. (Based on Actual Use)
REVENTON SUPER ESTRELLA 78-650,687	June 14, 2005	Pending; not yet assigned to an examining attorney. (Based on Actual Use)

<b>Mark/App. No.</b>	<b><u>Filing Date</u></b>	<b><u>Status</u></b>
THE BOMB 76/617,142	October 18, 2004	Approved for publication; will be published September 20, 2005. (Based on Actual Use)
VIVA 76/613,915	September 30, 2004	Approved for publication; will be Published September 20, 2005. (Based on Actual Use)
WHERE LATINOS LIVE 78/590,838	March 18, 2005	Pending; not yet assigned to an examining attorney. (Based on Actual Use)

*California State Trademark Registrations: Entravision Communications Corporation*

<b><u>Mark</u></b>	<b><u>Registration No.</u></b>	<b><u>Expiration Date</u></b>
103.5 THE BOMB and Design	57187	January 17, 2013
BUMPIN' THE BOMB 103.5 KBMB and Design	49219	February 13, 2008
EARTHQUAKE MIX	55789	January 24, 2012
GOSPEL EXPRESS	55760	January 22, 2012
HOUSE OF SOUL	55435	October 12, 2011
PHAT SACKS	55788	January 24, 2012
THE BOMB	57239	February 06, 2013
THE BOMB'S FIRST FRIDAY	57148	January 8, 2013
THE BOMB'S FIRST FRIDAY HAPPY HOUR	57149	January 8, 2013

*California State Trademark Registration: San Bernardino Radio, Inc.*

<b><u>Mark</u></b>	<b><u>Registration No.</u></b>	<b><u>Expiration Date</u></b>
MUSICA FELIZ	45121	October 6, 2005

*Entravision Communications Corporation: Unregistered Service Marks*

**Mark**

**Market**

KRZY	Albuquerque, NM
KPVW	Aspen, CO
KTCY	Dallas/Fort Worth, TX
KZMP	Dallas/Fort Worth, TX
KZZA	Dallas/Fort Worth, TX
KMXA	Denver, CO
KJMN	Denver, CO
KXPK	Denver, CO
KMXX	El Centro, CA
KSEH	El Centro, CA
KWST	El Centro, CA
KSVE	El Paso, TX
KHRO	El Paso, TX
KINT	El Paso, TX
KOFX	El Paso, TX
KYSE	El Paso, TX
KGOL	Houston, TX
KQRT	Las Vegas, NV
KRRN	Las Vegas, NV
KDLD	Los Angeles, CA
KDLE	Los Angeles, CA
KLYY	Los Angeles, CA
KSSC	Los Angeles, CA
KSSD	Los Angeles, CA
KSSE	Los Angeles, CA
KAIQ	Lubbock, TX
KBZO	Lubbock, TX
KFRQ	McAllen, TX
KKPS	McAllen, TX
KNVO	McAllen, TX
KVLY	McAllen, TX
WLQY	Miami, FL
KCVR	Modesto, CA
KTSE	Modesto, CA
KLOK	Monterey/Salinas, CA
KMBX	Monterey/Salinas, CA
KSES	Monterey/Salinas, CA
KLOB	Palm Springs, CA
KMIA	Phoenix, AZ
KDVA	Phoenix, AZ
KLNZ	Phoenix, AZ
KVVA	Phoenix, AZ
KRNV	Reno, NV

**Mark**

KBMB  
KCCL  
KRCX  
KXSE  
KLOK  
KBRG  
KCVR  
KMIX  
KZLZ

**Market**

Sacramento, CA  
Sacramento, CA  
Sacramento, CA  
Sacramento, CA  
San Francisco/San Jose, CA  
San Francisco/San Jose, CA  
Stockton, CA  
Stockton, CA  
Tucson/Nogales, AZ