

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MESBIC Ventures, Inc.	FORMERLY Fleet Development Ventures LLC	01/25/2006	CORPORATION: TEXAS
Alliance Enterprise Corporation		01/25/2006	CORPORATION: DELAWARE
Power Equities, Inc.	FORMERLY Fleet Development Ventures LLC	01/25/2006	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Masmusica Teve Network, Inc.
Street Address:	299 Alhambra Circle
Internal Address:	5th Floor
City:	Coral Gables
State/Country:	FLORIDA
Postal Code:	33134
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2664929	MAS MUSICA
Registration Number:	2990704	LOS 40 PRINCIPALES
Registration Number:	2655238	MAS MUSICA TEVE 24 HOURS OF MUSIC VIDEOS 7 DAYS A WEEK - IN SPANISH
Registration Number:	2647657	MAS MUSICA TEVE

CORRESPONDENCE DATA

Fax Number: (703)812-0486
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 703-812-0400
 Email: petro@fhhlaw.com
 Correspondent Name: Lee G. Petro

OP \$115.00 2664929

Address Line 1: 1300 North 17th Street
Address Line 2: 11th Floor
Address Line 4: Arlington, VIRGINIA 22209

NAME OF SUBMITTER:	Rosamaria Caballero Stafford
Signature:	/Rosamaria Caballero Stafford/
Date:	03/08/2007

Total Attachments: 12
source=Payoff Letters#page1.tif
source=Payoff Letters#page2.tif
source=Payoff Letters#page3.tif
source=Payoff Letters#page4.tif
source=Payoff Letters#page5.tif
source=Payoff Letters#page6.tif
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source=Payoff Letters#page11.tif
source=Payoff Letters#page12.tif



2435 North Central Expressway, Suite 200
Richardson, Texas 75080

January 25, 2006

Rosamaria Caballero
Caballero Television Texas LLC
Caballero Television of Austin, Inc.
1080 Madison Avenue
12th Floor
New York, New York 10028

Caballero Acquisition Inc.
1515 Broadway
New York, New York 10036

Ladies and Gentlemen:

We understand that Caballero Acquisition Inc. (the "Company") intends to acquire certain of the assets of Caballero Television Texas LLC and Caballero Television of Austin, Inc. (collectively "Caballero").

You have requested us (the "Existing Lender") to provide you with the pay-off amount that we must receive in order to pay in full the indebtedness of Caballero to us and as a condition to our releasing our security interests in collateral securing such indebtedness.

The amount (the "Pay-Off Amount") owed to the Existing Lender is the following:

MESBIC Ventures, Inc. as a successor to Fleet Development Ventures, LLC

Outstanding Principal Balance:

Accrued Interest as of
January 30, 2006:

Pay-Off Amount as of
January 30, 2006:

Per Diem Amount after 2:00 pm (CST)
January 30, 2006:

The Pay-Off Amount should be paid to us as follows:

DALLAS1 1068333v1 51468-00006

MESBIC VENTURES INC.
A Federal Licensee Under the Small Business Investment Act of 1958
(972) 991-1597 (voice) • (972) 991-4770 (fax)

TRADEMARK
REEL: 003495 FRAME: 0956

Wire Transfer Instructions – See attached

Upon our receipt of the Pay-Off Amount, as increased by the appropriate Per Diem Amount, if any, (i) all liens, security interests, pledges, mortgages and other collateral interests in favor of the Existing Lender with respect to the obligations owed by Caballero to the Existing Lender shall be terminated and released, including, without limitation, Existing Lender's liens on real property, accounts receivable, inventory and equipment each of which is described on Schedule A hereto; (ii) we will release to the Company and Caballero, any promissory notes and all other documents listed on Schedule B hereto marked cancelled and all stock or ownership certificates or documents or instruments held by the Existing Lender as collateral for any obligations owed by Caballero to the Existing Lender (the "Instruments"); (iii) we authorize the Company and Caballero to prepare and file any UCC termination statements with respect to any and all financing statements previously filed by the Existing Lender with respect to the indebtedness owing to the Existing Lender, and we agree to execute and deliver to the Company and Caballero or their counsel any lien releases, mortgage releases, discharges of security interests, and other similar discharge or release documents (in recordable form if applicable) as are necessary or as may be reasonably requested by the Company or Caballero in order to terminate of record such mortgages, liens, pledges, charges, security interests and other encumbrances and effect any assignments contemplated thereby ("Lien Releases"); (iv) those documents listed on Schedule B attached hereto will be deemed to be, and shall be, paid and satisfied in full and all obligations of any person or entity thereunder will be discharged, terminated and of no further force and effect, (v) the Company and Caballero, and their respective counsel, shall be authorized to file any notices of termination and such other release documents, including release instruments relating to the Existing Lender's liens on real property, as they deem appropriate, and (vi) the commitments of the Existing Lender to make loans or other extensions of credit to Caballero shall be terminated.

There is no other indebtedness or other amount due or owing from Caballero to Existing Lender.

This letter shall become a legally binding agreement between the Existing Lender, Caballero and the Company.

This letter may be executed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this letter by telefacsimile shall be equally as effective as delivery of an original executed counterpart. Any party delivering an executed counterpart of this letter by telefacsimile also shall deliver an original executed counterpart, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this letter.

If you have any questions, please contact Teri Lovelady at telephone number 972-725-0303.

Sincerely yours,

**MESBIC VENTURES, INC., as successors to
FLEET DEVELOPMENT VENTURES, LLC**

By: *Divakar*
Name: DIVAKAR KANATH
Title: mgr on behalf of B of A

AGREED AND ACKNOWLEDGED,
this the 30th day of January, 2006:

CABALLERO ACQUISITION INC.

By: *Michael P. Fricklas*
Name: Michael P. Fricklas
Title: Executive Vice President

CABALLERO TELEVISION TEXAS LLC

By: _____
Name: _____
Title: _____

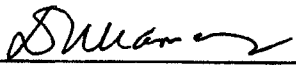
CABALLERO TELEVISION OF AUSTIN, INC.

By: _____
Name: _____
Title: _____

If you have any questions, please contact Teri Lovelady at telephone number 972-725-0303.

Sincerely yours,

MESBIC VENTURES, INC., as successors to
FLEET DEVELOPMENT VENTURES, LLC

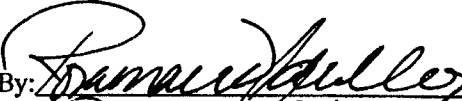
By: 
Name: DIVAKAR KANATH
Title: mgr on behalf of B of A

AGREED AND ACKNOWLEDGED,
this the 20 day of January, 2006:

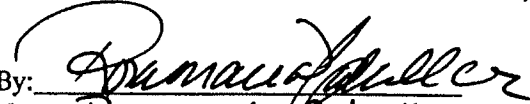
CABALLERO ACQUISITION INC.

By: _____
Name: _____
Title: _____

CABALLERO TELEVISION TEXAS LLC

By: 
Name: Rosanna Caballero
Title: President

CABALLERO TELEVISION OF AUSTIN, INC.

By: 
Name: Rosanna Caballero
Title: Vice President



2435 North Central Expressway, Suite 200
Richardson, Texas 75080

January 25, 2006

Rosamaria Caballero
Caballero Television Texas LLC
Caballero Television of Austin, Inc.
1080 Madison Avenue
12th Floor
New York, New York 10028

Caballero Acquisition Inc.
1515 Broadway
New York, New York 10036

Ladies and Gentlemen:

We understand that Caballero Acquisition Inc. (the "Company") intends to acquire certain of the assets of Caballero Television Texas LLC and Caballero Television of Austin, Inc. (collectively "Caballero").

You have requested us (the "Existing Lender") to provide you with the pay-off amount that we must receive in order to pay in full the indebtedness of Caballero to us and as a condition to our releasing our security interests in collateral securing such indebtedness.

The amount (the "Pay-Off Amount") owed to the Existing Lender is the following:

Alliance Enterprise Corporation

Outstanding Principal Balance:

Accrued Interest as of
January 30, 2006:

Pay-Off Amount as of
January 30, 2006:

Yield Differential:

Total:

Per Diem Amount after 2:00 pm (CST)

DALLAS1 1068333v1 51468-00006

ALLIANCE ENTERPRISE CORPORATION
A Federal Licensee Under the Small Business Investment Act of 1958
(972) 991-1597 (voice) • (972) 991-4770 (fax)

TRADEMARK
REEL: 003495 FRAME: 0960

January 30, 2006:

\$2,100.72

The Pay-Off Amount should be paid to us as follows:

Wire Transfer Instructions – See Attached

Upon our receipt of the Pay-Off Amount, as increased by the appropriate Per Diem Amount, if any, (i) all liens, security interests, pledges, mortgages and other collateral interests in favor of the Existing Lender with respect to the obligations owed by Caballero to the Existing Lender shall be terminated and released, including, without limitation, Existing Lender's liens on real property, accounts receivable, inventory and equipment each of which is described on Schedule A hereto; (ii) we will release to the Company and Caballero, any promissory notes and all other documents listed on Schedule B hereto marked cancelled and all stock or ownership certificates or documents or instruments held by the Existing Lender as collateral for any obligations owed by Caballero to the Existing Lender (the "Instruments"); (iii) we authorize the Company and Caballero to prepare and file any UCC termination statements with respect to any and all financing statements previously filed by the Existing Lender with respect to the indebtedness owing to the Existing Lender, and we agree to execute and deliver to the Company and Caballero or their counsel any lien releases, mortgage releases, discharges of security interests, and other similar discharge or release documents (in recordable form if applicable) as are necessary or as may be reasonably requested by the Company or Caballero in order to terminate of record such mortgages, liens, pledges, charges, security interests and other encumbrances and effect any assignments contemplated thereby ("Lien Releases"); (iv) those documents listed on Schedule B attached hereto will be deemed to be, and shall be, paid and satisfied in full and all obligations of any person or entity thereunder will be discharged, terminated and of no further force and effect, (v) the Company and Caballero, and their respective counsel, shall be authorized to file any notices of termination and such other release documents, including release instruments relating to the Existing Lender's liens on real property, as they deem appropriate, and (vi) the commitments of the Existing Lender to make loans or other extensions of credit to Caballero shall be terminated.

There is no other indebtedness or other amount due or owing from Caballero to Existing Lender.

This letter shall become a legally binding agreement between the Existing Lender, Caballero and the Company.

This letter may be executed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this letter by telefacsimile shall be equally as effective as delivery of an original executed counterpart. Any party delivering an executed counterpart of this letter by telefacsimile also shall deliver an original executed counterpart, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this letter.

If you have any questions, please contact Teri Lovelady at telephone number 972-725-0303.

Sincerely yours,

ALLIANCE ENTERPRISE CORPORATION

By: D. Kumar
Name: DIVAKAR KAMATH
Title: EVP

AGREED AND ACKNOWLEDGED,
this the 30th day of January, 2006:

CABALLERO ACQUISITION INC.

By: M. D. Fricklas
Name: Michael D. Fricklas
Title: Executive Vice President

CABALLERO TELEVISION TEXAS LLC

By: _____
Name: _____
Title: _____

CABALLERO TELEVISION OF AUSTIN, INC.

By: _____
Name: _____
Title: _____

If you have any questions, please contact Teri Lovelady at telephone number 972-725-0303.

Sincerely yours,

ALLIANCE ENTERPRISE CORPORATION

By: *D. Kumar*
Name: DEVAKAR KAMATH
Title: EVP

AGREED AND ACKNOWLEDGED,
this the 30 day of January, 2006:

CABALLERO ACQUISITION INC.

By: _____
Name: _____
Title: _____

CABALLERO TELEVISION TEXAS LLC

By: *Rosmarie Caballero*
Name: Rosmarie Caballero
Title: President

CABALLERO TELEVISION OF AUSTIN, INC.

By: *Rosmarie Caballero*
Name: Rosmarie Caballero
Title: Vice President



January 25, 2006

2435 North Central Expressway
Suite 200
Richardson, Texas 75080

Rosamaria Caballero
Caballero Television Texas LLC
Caballero Television of Austin, Inc.
1080 Madison Avenue
12th Floor
New York, New York 10028

Caballero Acquisition Inc.
1515 Broadway
New York, New York 10036

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Power Equities, Inc. as a successor to Fleet Development Ventures, LLC

Outstanding Principal Balance:

Accrued Interest as of
January 30, 2006:

Pay-Off Amount as of
January 30, 2006:

Per Diem Amount after 2:00 pm (CST)
January 30, 2006:

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If you have any questions, please contact Teri Lovelady at telephone number 972-725-0303.

Sincerely yours,

**POWER EQUITIES, INC., as successors to
FLEET DEVELOPMENT VENTURES, LLC**

By: *D. Iyengar*
Name: DIVAKAR ICAMATH
Title: mgr on behalf of BofA

AGREED AND ACKNOWLEDGED,
this the 30th day of January, 2006:

CABALLERO ACQUISITION INC.

By: *M. D. Fricklas*
Name: Michael D. Fricklas
Title: Executive Vice President

CABALLERO TELEVISION TEXAS LLC

By: _____
Name: _____
Title: _____

CABALLERO TELEVISION OF AUSTIN, INC.

By: _____
Name: _____
Title: _____

If you have any questions, please contact Teri Lovelady at telephone number 972-725-0303.

Sincerely yours,

**POWER EQUITIES, INC., as successors to
FLEET DEVELOPMENT VENTURES, LLC**

By: *Divakar*
Name: DIVAKAR ICAMATH
Title: mgr on behalf of BofA

AGREED AND ACKNOWLEDGED,
this the 30th day of January, 2006:

CABALLERO ACQUISITION INC.

By: _____
Name: _____
Title: _____

CABALLERO TELEVISION TEXAS LLC

By: *Rosmarie Caballero*
Name: Rosmarie Caballero
Title: President

CABALLERO TELEVISION OF AUSTIN, INC.

By: *Rosmarie Caballero*
Name: Rosmarie Caballero
Title: Vice President