

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	03/26/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Liberman Broadcasting of Dallas, Inc.		03/26/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Liberman Broadcasting of Dallas LLC
Street Address:	1845 West Empire Avenue
City:	Burbank
State/Country:	CALIFORNIA
Postal Code:	91504
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3068094	CASA

CORRESPONDENCE DATA

Fax Number: (415)984-8701
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 415-984-8907
 Email: trees@omm.com
 Correspondent Name: Thomas B. Rees III
 Address Line 1: 275 Battery Street, Ste. 2600
 Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	505667-0173
NAME OF SUBMITTER:	Thomas B. Rees III
Signature:	/Thomas B. Rees III/

CH \$40.00 3068094

Date:

04/03/2007

Total Attachments: 15

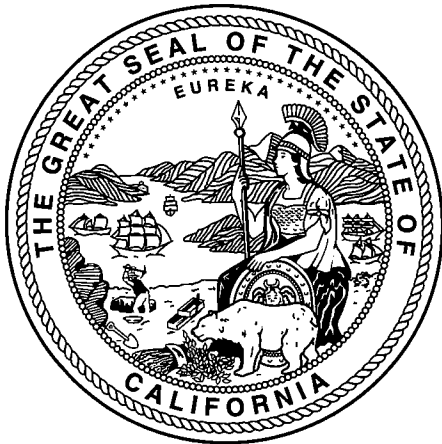
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State of California
Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 15 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

MAR 28 2007

DEBRA BOWEN
Secretary of State

AGREEMENT OF MERGER

MAR 27 2007

This Agreement of Merger ("Agreement") is made as of the 26th day of March 2007, by and between Liberman Broadcasting of Dallas, Inc., a California corporation (the "Corporation"), and Liberman Broadcasting of Dallas LLC, a Delaware limited liability company (the "LLC").

RECITALS

A. The LLC is a limited liability company organized under the laws of the State of Delaware pursuant to the filing of the Certificate of Formation on March 22, 2007.

B. The Corporation is a corporation formed in accordance with the laws of the State of California.

C. Subject to the terms and conditions hereinafter set forth, the parties intend that the Corporation merge with and into the LLC (the "Merger") pursuant to the terms and conditions set forth herein and the applicable provisions of the laws of Delaware, and that upon the Effective Date (as defined below) of the Merger, all of the shares of the Corporation issued and outstanding immediately prior to the Effective Date be converted into membership interests in the LLC as set forth in Article 4 of this Agreement.

D. The parties hereto desire to enter into this Agreement to set forth certain covenants and conditions precedent to the consummation of the Merger.

NOW, THEREFORE, in consideration of these premises and of the mutual provisions, conditions and covenants herein contained, the parties hereto do hereby agree as follows:

AGREEMENT**ARTICLE 1
DEFINITIONS**

1.1 Certain Definitions. For purposes of this Agreement, the following terms shall have the meanings specified, unless the context expressly or by necessary implication requires otherwise:

- (a) "Closing" shall have the meaning ascribed to it in Section 2.1.
- (b) "Effective Date" shall have the meaning ascribed to it in Section 2.2.
- (c) "LLC Operating Agreement" means the limited liability company operating agreement of Liberman Broadcasting of Dallas LLC, dated as of the 26th day of March 2007.

(d) "Share" means a share of the capital stock of the Corporation.

(e) "Surviving Entity" means the LLC.

1.2 Other Definitions. In addition to the terms defined in Section 1.1, certain other terms are defined elsewhere in this Agreement. Such other terms have their respective defined meanings, unless the context expressly or by necessary implication requires otherwise.

ARTICLE 2 THE MERGER

2.1 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall be held on such date as the LLC and the Corporation shall mutually agree, but in no event more than five (5) business days following satisfaction of all conditions precedent to the Merger specified in this Agreement, unless duly waived by the party entitled to satisfaction thereof. The Closing shall be held at the offices of O'Melveny & Myers LLP, located at 400 South Hope Street, Los Angeles, California 90071-2899, at 10:00 a.m. on such date, or at such other time and place as the parties may agree upon in writing.

2.2 Effective Date. Subject to the terms and conditions of this Agreement, at or prior to the Closing, the Corporation and the LLC shall execute and deliver the following:

(a) a Certificate of Merger to the Delaware Secretary of State in substantially the same form as Exhibit A;

(b) a Certificate of Approval to the California Secretary of State in substantially the same form as Exhibit B;

(c) a Certificate of Merger (Form O.B.E.) to the California Secretary of State in substantially the same form as Exhibit C; and

(d) this Agreement to the California Secretary of State.

The Merger shall become effective upon the proper filing of the Certificate of Merger with the Delaware Secretary of State (the "Effective Date").

2.3 Consequences of the Merger. On the Effective Date, (a) the separate existence of the Corporation shall cease and the Corporation shall be merged with and into the LLC as the Surviving Entity; (b) the outstanding membership interests of the Surviving Entity prior to the Effective Date shall be cancelled without consideration upon the Effective Date of the Merger; (c) the shareholder of the Corporation (or its successor by operation of law if it itself is party to a merger that becomes effective prior to or at the same time as the Merger) shall be admitted as a member of the LLC and shall become a party to the LLC Operating Agreement by operation of law; (d) the Surviving Entity shall succeed to all the rights and property of the Corporation and shall be subject to all the debts and liabilities of the Corporation, and (e) the Merger shall, from and after the Effective Date, have all the effects provided by applicable California and Delaware law.

2.4 Further Acts After Effective Date. If, at any time after the Effective Date, the LLC considers or is advised that any deeds, bills of sale, assignments, assurances, or any other actions or things are necessary or desirable to vest, perfect, or confirm of record or otherwise in the LLC its rights, title, or interest in, to, or under any of the rights, properties, or assets of the Corporation or to be acquired by the LLC as a result of, or in connection with, the Merger or to otherwise carry out this Agreement, the officers of the LLC shall and will be authorized to execute and deliver, in the name and on behalf of the Corporation all such deeds, bills of sale, assignments, and assurances, and to take and do, in the name and on behalf of the Corporation all such other actions and things as may be necessary or desirable to vest, perfect, or confirm any and all right, title and interest in, to, and under such rights, properties or assets in the LLC or to otherwise carry out this Agreement.

ARTICLE 3 OPERATING AGREEMENT

3.1 Articles of Organization. The Certification of Formation of the LLC in effect immediately prior to the Effective Date shall be the Certificate of Formation of the Surviving Entity unless and until amended as provided by law and the operating agreement of the LLC.

3.2 Operating Agreement. The limited liability company operating agreement of the Surviving Entity, as in effect immediately prior to the Effective Date of the Merger, shall be the limited liability company operating agreement of the Surviving Entity unless and until amended as provided therein or by applicable law. Upon effectiveness of the Merger, the shareholder of the Corporation (or its successor by operation of law if it itself is party to a merger that becomes effective prior to or at the same time as the Merger) shall be admitted as a member of the LLC and become a party to the LLC Operating Agreement.

ARTICLE 4 MANNER AND BASIS OF CONVERTING SHARES OF THE CORPORATION

As of the Effective Date, by virtue of the Merger and without any action on the part of the shareholder (or its successor by operation of law if it itself is party to a merger that becomes effective prior to or at the same time as the Merger) of the Corporation, such shareholder's (or such successor's) Shares outstanding immediately prior to the Effective Date shall be converted into membership interests in the LLC on a 1-to-1 basis such that immediately after and giving effect to the Merger, the shareholder (or its successor by operation of law if it itself is party to a merger that becomes effective prior to or at the same time as the Merger) will be a Member (as defined in the LLC Operating Agreement) in the LLC and will own the same number of membership interests in the LLC as it did shares of the Corporation.

ARTICLE 5 CONDITIONS TO OBLIGATIONS OF THE LLC

All obligations of the LLC under this Agreement are subject, at the LLC's option, to the satisfaction or waiver, at or prior to the Closing, of each of the following conditions:

5.1 Agreement. The requisite officers of the Corporation shall have executed and delivered to the LLC duly executed copies of this Agreement, the Certificate of Approval on substantially the same form as Exhibit B and the Form O.B.E. on substantially the same form as Exhibit C.

5.2 Compliance. The Corporation shall have performed and complied in all material respects with each and every covenant, agreement and condition required by this Agreement to be performed or complied with by it prior or at the Closing.

5.3 Consents and Approvals. The Corporation and the LLC shall have obtained all the consents and approvals of third parties (including governmental authorities), if any, required for the Corporation and the LLC to consummate the transactions contemplated by this Agreement, and no third party shall have withdrawn from or suspended any material license, permit or contractual right of the Corporation.

5.4 Corporate Approval. This Agreement and the transactions contemplated hereby shall have been approved by the Corporation's Board of Directors and the requisite number of shareholders entitled to vote on or consent in writing to the Merger.

ARTICLE 6 CONDITIONS TO THE CORPORATION'S OBLIGATIONS

The obligations of the Corporation under this Agreement are, at the Corporation's option, subject to the satisfaction or waiver at and prior to the Closing of the following conditions:

6.1 Agreement. The requisite officers of the LLC shall have executed and delivered to the Corporation duly executed copies of this Agreement, the Certificate of Merger on substantially the same form as Exhibit A, and the Form O.B.E. on substantially the same form as Exhibit C.

6.2 Compliance. The LLC shall have performed and complied in all material respects with each and every covenant, agreement and condition required by this Agreement to be performed or complied with by it prior to or at the Closing.

6.3 Member Approval. This Agreement and the transactions contemplated hereby shall have been approved by the LLC's Board of Managers and 100% of the membership interests of the LLC entitled to vote on or consent in writing to the Merger.

ARTICLE 7 TERMINATION AND ABANDONMENT OF REORGANIZATION

7.1 Termination By Mutual Consent. Prior to the filing of this Agreement, the Certificate of Merger (Form O.B.E.) and the Certificate of Approval with the California Secretary of State, this Agreement may be terminated by the mutual written consent of the Corporation and the LLC at any time.

7.2 Effect of Termination. If this Agreement is terminated pursuant to Article 7, this Agreement shall become void with no liability or obligation on the part of the LLC

or the Corporation except that nothing herein shall relieve any party for any liability for willful breach of this Agreement. The Merger may be abandoned at any time prior to the filing of this Agreement, the Certificate of Merger (Form O.B.E.) and the Certificate of Approval in the office of the California Secretary of State in the event that this Agreement is terminated in accordance with this Article 7. In the event of termination as provided above, this Agreement shall forthwith become of no further force and effect, all parties hereto shall bear their own costs associated with this Agreement and all transactions contemplated herein and there shall be no obligation on the part of any parties.

ARTICLE 8 MISCELLANEOUS

8.1 Headings. The headings of the sections of this Agreement are inserted for convenience of reference only and are not intended to affect the meaning or interpretation of this Agreement.

8.2 Binding Nature. This Agreement shall be binding upon and inure to the benefit of the parties hereto.

8.3 Applicable Law. This Agreement shall be governed in all respects by the laws of the State of Delaware as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. The parties hereto agree to submit to the jurisdiction of the Federal and State courts of the State of California. Venue shall lie exclusively in Los Angeles County, California.

[Signatures on following page]

IN WITNESS WHEREOF, the LLC and the Corporation have caused this Agreement to be signed as of the date first above written.

“LLC”

Liberman Broadcasting of Dallas LLC,
a Delaware limited liability company

By: 

Name: Leonard D. Liberman

Title: Executive Vice President, Chief Financial
Officer and Secretary

“Corporation”

Liberman Broadcasting of Dallas, Inc.,
a California corporation

By: 

Name: Leonard D. Liberman

Title: Executive Vice President, Chief Financial
Officer and Secretary

EXHIBIT A
DELAWARE CERTIFICATE OF MERGER

LA1:1131647.3

Exhibit A

TRADEMARK
REEL: 003513 FRAME: 0920

Delaware

PAGE 1

The First State

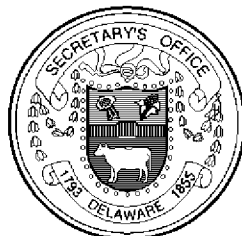
I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"LIBERMAN BROADCASTING OF DALLAS, INC.", A CALIFORNIA CORPORATION,

WITH AND INTO "LIBERMAN BROADCASTING OF DALLAS LLC" UNDER THE NAME OF "LIBERMAN BROADCASTING OF DALLAS LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SIXTH DAY OF MARCH, A.D. 2007, AT 9:26 O'CLOCK P.M.

4286442 8100M

070363149



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5542772

DATE: 03-27-07

TRADEMARK
REEL: 003513 FRAME: 0921

CERTIFICATE OF MERGER
OF
LIBERMAN BROADCASTING OF DALLAS, INC.,
a California corporation

INTO

LIBERMAN BROADCASTING OF DALLAS LLC,
a Delaware limited liability company

March 26, 2007

Pursuant to the provisions of Section 18-209 of the Delaware Limited Liability Company Act, as amended, the undersigned, Liberman Broadcasting of Dallas LLC, a Delaware limited liability company, does hereby certify as follows:

FIRST: The name and state of formation or incorporation, as applicable, of each business entity (the "Constituent Entities") to the merger are:

<u>Name</u>	<u>State of Incorporation</u>
Liberman Broadcasting of Dallas LLC	Delaware
Liberman Broadcasting of Dallas, Inc.	California

SECOND: The surviving entity is Liberman Broadcasting of Dallas LLC, a Delaware limited liability company, the name of which shall remain "Liberman Broadcasting of Dallas LLC".

THIRD: An Agreement of Merger, dated as of March 26, 2007 (the "Merger Agreement"), by and among Liberman Broadcasting of Dallas LLC, a Delaware limited liability company ("LLC"), and Liberman Broadcasting of Dallas, Inc., a California corporation ("Corporation"), providing for the merger (the "Merger") of Corporation with and into LLC, has been approved, adopted, certified, executed and acknowledged by each of the Constituent Entities.

FOURTH: The executed Merger Agreement is on file at 4201 Pool Road, Colleyville, Texas 76034, the principal place of business of the surviving limited liability company.

FIFTH: A copy of the Merger Agreement will be furnished by the surviving limited liability company on request, without cost, to any member of the limited liability company or any person holding an interest in any other business entity which is to merge or consolidate.

IN WITNESS WHEREOF, said limited liability company has caused this certificate to be signed by an authorized person, this 20th day of March 2007.

**LIBERMAN BROADCASTING OF
DALLAS LLC,**
a Delaware limited liability company

By: 
Name: Joe Liberman
Title: Manager

By: 
Name: Leonard D. Liberman
Title: Manager

EXHIBIT B
CALIFORNIA CERTIFICATE OF APPROVAL

LA1:1131647.3

Exhibit B

TRADEMARK
REEL: 003513 FRAME: 0924

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

Jose Liberman and Lenard D. Liberman certify that:

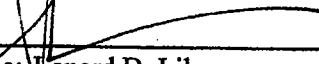
1. They are the President and Executive Vice President, Chief Financial Officer and Secretary, respectively, of Liberman Broadcasting of Dallas, Inc., a California corporation (this "Corporation").
2. The Agreement of Merger in the form attached was duly approved by the Board of Directors and shareholders of this Corporation which equaled or exceeded the vote required.
3. The shareholder approval was by the holders of 100% of the outstanding shares common stock of this Corporation.
4. There is only one class of shares, common stock, and the number of shares of common stock outstanding is 100.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

DATE: March 26, 2007



Name: Jose Liberman
Title: President



Name: Lenard D. Liberman
Title: Executive Vice President, Chief Financial Officer and Secretary

EXHIBIT C

CALIFORNIA CERTIFICATE OF MERGER (FORM O.B.E.)

LA1:1131647.3

TRADEMARK
REEL: 003513 FRAME: 0926



State of California Secretary of State

OBE MERG

CERTIFICATE OF MERGER

(Corporations Code sections 1113(g), 6019.1, 8019.1, 9640, 12540.1, 15678.4, 16915(b) and 17552)

IMPORTANT — Read all instructions before completing this form.

This Space For Filing Use Only

Table with 4 columns: 1. NAME OF SURVIVING ENTITY, 2. TYPE OF ENTITY, 3. CA SECRETARY OF STATE FILE NUMBER, 4. JURISDICTION. Rows include Liberman Broadcasting of Dallas LLC and Liberman Broadcasting of Dallas, Inc.

9. THE PRINCIPAL TERMS OF THE AGREEMENT OF MERGER WERE APPROVED BY A VOTE OF THE NUMBER OF INTERESTS OR SHARES OF EACH CLASS THAT EQUALED OR EXCEEDED THE VOTE REQUIRED. IF A VOTE WAS REQUIRED, SPECIFY THE CLASS AND THE NUMBER OF OUTSTANDING INTERESTS OF EACH CLASS ENTITLED TO VOTE ON THE MERGER AND THE PERCENTAGE VOTE REQUIRED OF EACH CLASS. ATTACH ADDITIONAL PAGES, IF NECESSARY.

Table comparing SURVIVING ENTITY and DISAPPEARING ENTITY with columns for CLASS AND NUMBER, AND, and PERCENTAGE VOTE REQUIRED.

10. IF EQUITY SECURITIES OF A PARENT PARTY ARE TO BE ISSUED IN THE MERGER, CHECK THE APPLICABLE STATEMENT. [] No vote of the shareholders of the parent party was required. [] The required vote of the shareholders of the parent party was obtained.

11. IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, PROVIDE THE REQUISITE CHANGES (IF ANY) TO THE INFORMATION SET FORTH IN THE SURVIVING ENTITY'S ARTICLES OF ORGANIZATION, CERTIFICATE OF LIMITED PARTNERSHIP OR STATEMENT OF PARTNERSHIP AUTHORITY RESULTING FROM THE MERGER. ATTACH ADDITIONAL PAGES, IF NECESSARY.

12. IF A DISAPPEARING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, AND THE SURVIVING ENTITY IS NOT A DOMESTIC ENTITY OF THE SAME TYPE, ENTER THE PRINCIPAL ADDRESS OF THE SURVIVING ENTITY.

13. OTHER INFORMATION REQUIRED TO BE STATED IN THE CERTIFICATE OF MERGER BY THE LAWS UNDER WHICH EACH CONSTITUENT OTHER BUSINESS ENTITY IS ORGANIZED. ATTACH ADDITIONAL PAGES, IF NECESSARY.

14. STATUTORY OR OTHER BASIS UNDER WHICH A FOREIGN OTHER BUSINESS ENTITY IS AUTHORIZED TO EFFECT THE MERGER. Section 18-209 of the Delaware Limited Liability Company Act. 15. FUTURE EFFECTIVE DATE, IF ANY.

16. ADDITIONAL INFORMATION SET FORTH ON ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE PART OF THIS CERTIFICATE.

17. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY DATE 3-26-07 Jose Liberman, Manager TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY DATE 3-26-07 Lenard D. Liberman, Manager TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY DATE 3-26-07 Jose Liberman, President TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY DATE 3-26-07 Lenard D. Liberman, Secretary TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

For an entity that is a business trust, real estate investment trust or an unincorporated association, set forth the provision of law or other basis for the authority of the person signing:

