

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Univision Communications, Inc. | | 05/05/2008 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | UMG Recordings, Inc. | | |
| Street Address: | 2220 Colorado Avenue | | |
| City: | Santa Monica | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90404 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78746686 | MUSIVISA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (310)865-1791 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 310-865-1709 | | |
| Email: | deanne.ozaki@umusic.com | | |
| Correspondent Name: | DeAnne Ozaki - Universal Music Group | | |
| Address Line 1: | 2220 Colorado Avenue | | |
| Address Line 4: | Santa Monica, CALIFORNIA 90404 | | |
| ATTORNEY DOCKET NUMBER: | MUSIVISA ASSIGNMENT | | |
| NAME OF SUBMITTER: | DeAnne Ozaki | | |
| Signature: | /dho/ | | |
| Date: | 06/24/2008 | | |

OP \$40.00 78746686

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into as of May 5, 2008 ("Effective Date"), by and between Univision Communications Inc., a Delaware corporation with offices at 5999 Center Drive, Los Angeles, California 90045 ("Assignor"), and UMG Recordings, Inc., a Delaware corporation with offices at 2220 Colorado Avenue, Santa Monica, California 90404 ("Assignee").

1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee all right, title, and interest, worldwide, in and to the mark listed in Schedule A (the "Mark"), together with the goodwill of the business associated therewith, including, but not limited to: (a) any and all registrations and applications for registration of the Mark; (b) any and all common law and statutory rights, title, privileges and interests of Assignor in and to the Mark; (c) any and all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including without limitation claims for damages that Assignor has asserted or is entitled to assert against any third party for past infringement or other misuse of the Mark, including the right to collect such damages and to sue for infringement or other misuse of the Mark; and (d) all rights and authority to file in Assignee's own name applications for trademark and service mark registration in connection with the Mark, and to secure in its own name the registrations granted thereon, and to file opposition and cancellation proceedings to enforce and protect the Mark.

2. The parties hereto acknowledge and agree that the Mark is being assigned to Assignee in connection with the sale to Assignee and/or its Affiliates of the business to which the Mark pertains and such business is in existence and ongoing.

3. Assignor shall execute and deliver, from time to time, all further instruments of conveyance, assignment and perform all such other acts, as may be reasonably required to transfer and assign to Assignee all of Assignor's rights in and to the Mark and/or to record such assignment with the appropriate governmental agency.

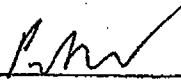
4. This Assignment shall become effective for all purposes as of the Effective Date and shall be governed by and interpreted under the laws of the State of California.

Assignor:

Assignee:

UNIVISION COMMUNICATIONS INC.

UMG RECORDINGS, INC.



By: Peter Lori
Senior Vice President and Chief Accounting Officer
Its: _____

By: _____
Its: _____

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Assignor:

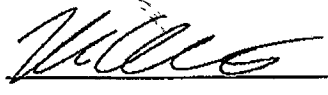
UNIVISION COMMUNICATIONS INC.

Assignee:

UMG RECORDINGS, INC.

By: _____

Its: _____

W 

By: Michael Ostroff

Its: EVP & General Counsel

SCHEDULE A

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|----------|--|---|
| MUSIVISA | US Serial No. 78/746,686 Filed: 03 NOV 2005 | Music publishing services in Int'l Class 41; Licensing of intellectual property in Int'l Class 42. |
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