

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hanley-Wood, LLC		11/14/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Latin Press, Inc.		
Street Address:	2455 SW 27th Avenue, Ste. 200		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33145		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76410609	EL NUEVO CONSTRUCTOR	
CORRESPONDENCE DATA			
Fax Number:	(305)285-3134		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	305-285-3133 ext. 73		
Email:	mjaramillo@latinpressinc.com		
Correspondent Name:	Manuela Jaramillo		
Address Line 1:	2455 SW 27th Avenue, Ste. 200		
Address Line 4:	Miami, FLORIDA 33145		
NAME OF SUBMITTER:	Manuela Jaramillo		
Signature:	/Manuela_ Jaramillo/		
Date:	12/17/2008		

OP \$40.00 76410609

Total Attachments: 13

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ASSET TRANSFER AGREEMENT

THIS AGREEMENT made this 14th day of November, 2008, by and between HANLEY-WOOD, LLC, a Delaware limited liability company, with offices at One Thomas Circle NW, Suite 600, Washington DC 20005, hereinafter referred to as "TRANSFEROR," and LATIN PRESS INC. hereinafter referred to as "TRANSFEREE," a Florida Corporation, with offices at 2455 SW 27th Avenue, Suite 200, Miami, Florida.

WITNESSETH

WHEREAS, the TRANSFEROR owns, and represents that it owns, certain assets comprising the magazine known as **EL NUEVO CONSTRUCTOR**, herein known as MAGAZINE; and

WHEREAS, the TRANSFEROR is desirous of transferring one hundred percent (100%) of its rights, title to, and interest in certain specified assets relating to the Magazine to TRANSFEREE in consideration of the receipt of funds and conditions described below;

WHEREAS the TRANSFEREE is desirous of acquiring one hundred percent (100%) of such assets for continued publication.

NOW, THEREFORE, in consideration of the premises, and of the mutual promises herein above set forth, the parties, intending to be legally bound, do hereby agree as follows:

ARTICLE I TRANSFER OF ASSETS

1.01 Description of Assets

Subject to its receipt of the Purchase Price (as defined in Section 2.01), TRANSFEROR hereby transfers, assigns, and sells to TRANSFEREE, by appropriate instrument as described in Section 1.03, and TRANSFEREE will acquire from TRANSFEROR one hundred percent (100%) of TRANSFEROR's right, title to, and interest in the specific assets of the Magazine that are set forth below, and no others (the "Purchased Assets"):

- all rights of the TRANSFEROR in the registered trademark "El Nuevo Constructor" (Reg. No. 2,772,491, Class 16, "publications, namely periodic magazines, predominantly in Spanish, in the field of construction"), including the goodwill associated therewith
- the Magazine's logo
- the domain name "elnuevoconstructor.com"
- the Magazine's active and inactive circulation lists as of the most current issue, which shall be in a format customarily maintained by the TRANSFEROR
- the Magazine's promotional and advertising client list, including all relevant contact data that is available as of the most current issue, which shall be in a format customarily maintained by the TRANSFEROR.
- all contracts that are set forth on Schedule 1.1 ("Assumed Contracts")
- paper or electronic copies of all past advertising contracts that are in TRANSFEROR's possession and relating to the Magazine for the years 2004 through 2008 (year to date), it being understood that such contracts are no longer in force, have no legal effect, and TRANSFEREE is not acquiring any rights or benefits thereunder.
- Paper or electronic copies of all invoices that are in TRANSFEROR's possession with respect to advertising in the Magazine for the years 2004 through 2008 (year to date), it being understood that TRANSFEREE is not acquiring any rights to payment or other benefits thereunder
- electronic copies of all advertising materials that are in TRANSFEROR's possession and relating to issues of the Magazine distributed within one year of the date of this Agreement

- All copies in TRANSFEROR's possession of issues of the Magazine published in 2008, and at least five copies of all issues of the Magazine published prior to 2008 (to the extent still in TRANSFEROR's possession). In connection therewith, TRANSFEROR hereby grants to TRANSFEREE a perpetual, non-exclusive license to use the editorial content and photography contained in such past issues for any commercial purpose, subject however to any use restrictions contained in any related photography license agreement.

Nothing in this Agreement shall convey upon TRANSFEREE any license, usage or other rights in and to the Hanley Wood trademark, name or logo, even if the same appears on back copies of the Magazine or other Purchased Assets. TRANSFEREE shall not be permitted to use the Hanley Wood trademark, name or logo in any manner whatsoever without the prior written consent of TRANSFEROR, which may withheld for any reason. TRANSFEROR hereby consents to the use of its name in connection with a TRANSFEREE press release announcing this transaction, in the form previously approved by TRANSFEROR.

1.02 Description of Assumed Liabilities

TRANSFEREE assumes the following liabilities and obligations of the TRANSFEROR, and no others (the "Assumed Liabilities"):

- any liabilities and obligations of the TRANSFEROR incurred or arising in connection with the operation of the Magazine from and after the Transfer Date
- any liabilities and obligations under the Assumed Contracts

1.03 General Assignment

In furtherance of the transactions contemplated by this Agreement, TRANSFEROR shall execute and deliver to TRANSFEREE a Bill of Sale, the form of which is attached hereto as Exhibit A. In addition, TRANSFEROR shall execute such documents as are reasonably necessary and to the extent requested by TRANSFEREE to effectuate this assignment.

1.04 Content License Agreement

Concurrent with the execution and delivery of this Agreement, the parties are executing and delivering a Content License Agreement that relates to the license by TRANSFEREE of certain editorial content from TRANSFEROR for future issues of the Magazine. TRANSFEREE acknowledges that the Content License Agreement is a fundamental part of the transactions contemplated hereby, that TRANSFEROR is relying upon TRANSFEREE's commitments contained in the Content License Agreement, and that TRANSFEROR would not have entered into this Agreement but for TRANSFEREE's promises pursuant to the Content License Agreement.

ARTICLE II TRANSFER OF OWNERSHIP

2.01 Consideration

The consideration of this transfer of the Purchased Assets and assumption of the Assumed Liabilities shall be the payment by TRANSFEREE to TRANSFEROR of an amount equal to **US\$ 75,380.50** (the "Purchase Price"), payable by wire transfer of immediately available funds to an account designated in writing by TRANSFEREE.

2.02 Transfer Date

The date of transfer of the Purchased Assets, and assumption of the Assumed Liabilities, by TRANSFEROR, and the payment by TRANSFEROR of the Purchase Price to TRANSFEREE, shall be the date of this Agreement.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES**

3.01 TRANSFEROR's Representations

TRANSFEROR warrants and represents to TRANSFEREE the following as of the date of this Agreement:

- 1) TRANSFEROR is a limited liability company duly and validly organized and existing and in good standing under the laws of Delaware, and has full power and authority to enter in this Asset Transfer Agreement and to perform its obligations hereunder.
- 2) TRANSFEROR has full power and authority to transfer the Purchased Assets as contemplated herein, and will transfer one hundred percent (100%) of these assets as set forth herein to TRANSFEREE free and clear of all claims, security interests, and encumbrances. Notwithstanding the foregoing, TRANSFEREE acknowledges the following disclosures by TRANSFEROR, which shall constitute exceptions to the representations contained in this Section 3.01:
 - (a) TRANSFEROR is a party to a Co-Existence Agreement, dated March 6, 2008 (the "Co-Existence Agreement") with the Associated General Contractors of America ("AGC"), relating to the trademark "CONSTRUCTOR" that is used by AGC for print and on-line magazines in the field of construction. The Co-Existence Agreement is an Assumed Contract pursuant to this Agreement, and TRANSFEREE understands and acknowledges that it contains certain obligations with respect to the future use of the EL NUEVO CONSTRUCTOR trademark.
 - (b) Certain photographs contained in past issues of the Magazine that are being transferred hereunder are subject to restrictions that permit the TRANSFEROR to use such photographs only in connection with the particular Magazine issue. TRANSFEREE assumes responsibility for any other use of such photography.
- 3) All actions have been taken by TRANSFEROR to authorize its officers to execute and deliver this Agreement to do so on its behalf.
- 4) Neither the execution and delivery of this agreement, nor the consummation of the transactions contemplated hereby do or will require the consent of any other business entity or governmental body or agency or of any person other than the parties executing this Agreement, nor do or will such acts violate any provision of the organizational documents of TRANSFEROR's corporation or any contract, agreement, judgment, order or decree by which TRANSFEROR is bound, or any statute, ordinance, law, rule, or regulation governing the matters referred to in this agreement.
- 5) TRANSFEROR has good and marketable title to the assets being transferred under this agreement. TRANSFEREE acknowledges the disclosures contained in Section 3.01(2) and confirms that such disclosures constitute exceptions to this Section 3.01(5).
- 6) There are no actions, suits, claims, arbitrations, administrative or other proceedings or governmental actions pending or, to TRANSFEROR's knowledge, threatened against TRANSFEROR or its business of publishing this Magazine which would question, prevent, or affect the transfer of the Purchased Assets.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 3.01, THE TRANSFEROR MAKES NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, AT LAW OR IN EQUITY IN RESPECT OF THE MAGAZINE, ITS OPERATIONS OR THE PURCHASED ASSETS, INCLUDING WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY SUCH OTHER REPRESENTATIONS OR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. TRANSFEREE HEREBY ACKNOWLEDGES AND AGREES THAT EXCEPT TO THE EXTENT

SPECIFICALLY SET FORTH IN THIS SECTION 3.01, THE TRANSFEREE IS ACQUIRING THE PURCHASED ASSETS ON AN "AS IS, WHERE IS" BASIS.

3.02 TRANSFEREE's Representations

TRANSFEREE makes the following representations and warranties to TRANSFEROR as an inducement to TRANSFEROR to enter this agreement and transfer of assets:

1) That TRANSFEREE is a corporation duly organized, validly existing, and in good standing, under the laws of Florida to execute and deliver this agreement, and on the transfer date hereof, will have the power and authority to consummate, transfer, and perform its obligations contemplated hereby.

2) The execution and delivery of this agreement, and the consummation of the transaction contemplated hereby have been duly authorized the Board of Directors of TRANSFEREE. This agreement constitutes a valid and binding obligation of TRANSFEREE, and all persons who have executed or will execute this agreement on behalf of TRANSFEREE having been duly authorized to do so by all necessary corporate action. Neither the execution and delivery of this agreement nor the consummation of the transactions contemplated hereby will violate any provision of the Certificate of Incorporation of By-Laws of TRANSFEREE.

3) TRANSFEREE confirms its knowledge and understanding of the fact that TRANSFEREE has discontinued publication of the Magazine, and that TRANSFEROR has no commitments, nor has TRANSFEROR solicited any commitments, relating to advertising or other revenue for future issues of the Magazine.

4) Each and every warranty and representation of TRANSFEREE set fore herein shall be true and accurate, and with the same force and effect as if each had been made at and as of the transfer date.

3.03 Survival of Representation and Warranties; Limitations on Liability

All of the covenants, representations, and warranties of TRANSFEROR and TRANSFEREE contained in this agreement shall survive for a period ending on the first anniversary of this Agreement, at which point they shall no longer have any force or effect. The parties agree to the following limitations on TRANSFEROR's liability under this Agreement:

(a) In order for TRANSFEREE to recover with respect to any claim relating to this Agreement or the transactions contemplated hereunder, TRANSFEREE must assert such claim in writing to TRANSFEROR on or prior to the first anniversary of this Agreement.

(b) The maximum amount of TRANSFEROR's liability to TRANSFEREE with respect to any claim relating to this Agreement or the transactions contemplated hereunder shall be the Purchase Price.

(c) In no event shall TRANSFEROR be liable to TRANSFEREE for any special, indirect, incidental, punitive or consequential damages or any losses based on lost profits or some other methodology based on the financial performance or results of operations of the Magazine.

ARTICLE IV NON-COMPETITION

4.01 Period of Non-Competition

For a period of two (2) years from and after the date of this Agreement TRANSFEROR shall not, at any location worldwide, for themselves or their subsidiaries, directly or indirectly, engage in, invest in, advise, or otherwise be connected with a business or enterprise that is

primarily engaged in the production of any media product [both on-line or in-print] that is predominantly Spanish-language and targets Hispanic Residential Construction or Renovation businesses in North America.

ARTICLE V GENERAL PROVISIONS

5.01 Law Application; Venue; Waiver of Jury Trial

This agreement shall be construed under and in accordance with the laws of the District of Columbia. Each party to this Agreement hereby consents to the exclusive jurisdiction of the courts of the District of Columbia to adjudicate any legal proceeding arising out of this Agreement, any other document delivered pursuant to this Agreement, or any of the transactions contemplated herein and therein. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF THIS AGREEMENT, ANY DOCUMENT DELIVERED PURSUANT TO THIS AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN AND THEREIN.

5.02 Construction and Severability

In the case one or more of the provisions contained in this agreement, shall, for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

5.03 Parties Bound

This agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, assigns, creditors, receiver, and all other parties claiming by, or under any party. Notwithstanding the foregoing, neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party.

5.04 Entire Agreement.

This Agreement contains, and is intended as, a complete statement of all of the terms and the arrangements between the parties with respect to the matters provided for, supersedes any previous agreements and understandings between the parties with respect to those matters, and cannot be changed or terminated orally. TRANSFEREE acknowledges and agrees that TRANSFEROR has not made any representation or warranty, express or implied, at law or in equity, as to the accuracy or completeness of any information furnished or made available to TRANSFEREE regarding the Magazine and the Purchased Assets, except as expressly set forth in this Agreement. Without limiting the generality of the foregoing, TRANSFEREE hereby disclaims any representation or warranty with respect to, and affirms that it has not relied upon, any information or data heretofore provided to it by TRANSFEROR, whether in writing or orally. TRANSFEREE further confirms that it has not received from TRANSFEROR any estimates or projections of any nature whatsoever regarding the operations or performance of the Magazine for subsequent fiscal years. TRANSFEREE takes full responsibility for creating its own such estimates and projections, as well as the accuracy of any such information.

5.05 Confidentiality

Each party shall maintain in confidence the terms and provisions of this Agreement and, except as required by law or as reasonably necessary in connection with the transactions contemplated herein, not to divulge any such information to any third party.

5.06 Expenses of Sale

The parties agree that each of them shall bear its own direct and indirect expenses incurred in connection with the negotiation and preparation of this Agreement, any document delivered pursuant hereto, and the performance of the transactions contemplated hereby and thereby.

5.07 Amendments and Waivers

This Agreement may be amended, and the terms hereof may be waived, only by a written instrument signed by all the parties or, in the case of a waiver, by the party waiving compliance.

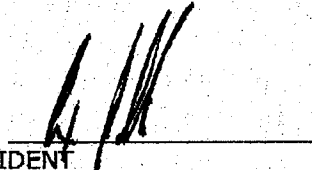
5.08 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all together constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or have cause their duly authorized officers to execute this agreement as of the day and year first written.

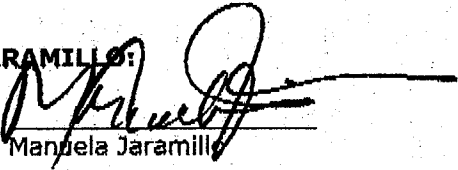
LATIN PRESS, INC.
MAX JARAMILLO, PRESIDENT



HANLEY WOOD, LLC
FRANK ANTON, CEO

WITNESS TO MAX JARAMILLO:

SIGNATURE
PRINT NAME
DATE


Manuela Jaramillo

WITNESS TO FRANK ANTON:

SIGNATURE
PRINT NAME
DATE

Michael Bender

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or have cause their duly authorized officers to execute this agreement as of the day and year first written.

LATIN PRESS, INC. _____
MAX JARAMILLO, PRESIDENT


HANLEY WOOD, LLC
FRANK ANTON, CEO



WITNESS TO MAX JARAMILLO:

SIGNATURE _____
PRINT NAME Manuela Jaramillo
DATE

WITNESS TO FRANK ANTON:

SIGNATURE 
PRINT NAME Michael Bender
DATE November 14, 2008

SCHEDULE 1.1

ASSUMED CONTRACTS

1. Coexistence and Consent Agreement, dated March 6, 2008, by and between the Associated General Contractors of America and Hanley-Wood, LLC
2. Memorandum of Understanding, dated October 25, 2007, by and between the United States Hispanic Contractors Association and Hanley-Wood, LLC
3. Memorandum of Understanding, dated September 4, 2007, by and between the Hispanic American Construction Industry Association and Hanley-Wood, LLC

ABSOLUTE BILL OF SALE & RECEIPT

KNOW ALL MEN BY THESE PRESENTS,

- that HANLEY-WOOD, LLC, a Delaware limited liability company, party of the first part, for and in consideration of the determined sum in the **ASSET TRANSFER AGREEMENT**, dated as of November 14, 2008 (the "Asset Transfer Agreement") by and between Hanley-Wood LLC and Latin Press, Inc., of Seventy Five Thousand Three Hundred Eighty Dollars and Fifty Cents (\$75,380.50) lawful money of the United States has been paid by LATIN PRESS, INC. in the City of Miami, Florida, party of the second part;
- the receipt whereof is hereby acknowledged by the first part to have granted, bargained, sold, transferred, and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the said party of the second part, its successors, executors, administrators, and assigns, the following goods and chattels:

ONE HUNDRED PERCENT (100%) OF TRANSFEROR'S RIGHT, TITLE AND INTEREST IN AND TO THE PURCHASED ASSETS, AS THAT TERM IS DEFINED IN THE ASSET TRANSFER AGREEMENT, SUBJECT TO THE TERMS AND CONDITIOS SET FORTH THEREIN.

TO HAVE AND TO HOLD, the same unto the said party of the second part, its successors, heirs, executors, and administrators, covenant to and with the said party of the second part, its successors, executors, administrators, and assigns, that it is the lawful owner of the said goods and chattels; that they are free from all encumbrances; that it has good right to sell the same aforesaid, and that it will warrant and defend the sales of the said property, goods, and chattels hereby made, unto the said party of the second part, its successors, executors, administrators, and assigns against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, I have hereunto set my hands and seals this 14 day of November, 2008.

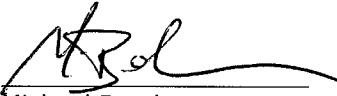
HANLEY-WOOD, LLC

BY: 

Frank Anton, CEO

WITNESS TO FRANK ANTON:

SIGNATURE
PRINT NAME
DATE


Michael Bender
November 14, 2008

CONTENT LICENSE AGREEMENT

This Content License Agreement, dated as of November 14, 2008 ("Agreement"), is between Hanley-Wood, LLC, a Delaware limited liability company ("HW") and Latin Press, Inc., a Florida corporation ("LPI").

WHEREAS, HW and LPI are parties to that certain Asset Transfer Agreement, dated as of November 14, 2008 (the "Transfer Agreement"), pursuant to which LPI acquired certain assets relating to the magazine titled "El Nuevo Constructor" (the "Magazine"); and

WHEREAS, LPI wishes to license certain editorial content from HW for the purpose of including Spanish-language versions of such content in future issues of the Magazine, and HW wishes to license such content to LPI, in each case on the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereby agree as follows:

1. Limited License. HW hereby grants to Licensee a limited, non-exclusive, non-transferable license to use certain content (the "Licensed Content") included in the HW Publications (as defined herein) for the sole and limited purpose of including Spanish-language translations of such content in print and on-line editions of the Magazine. The term "HW Publications" means the magazines known as "The Journal of Light Construction," "Tools of the Trade," Building Products", "Concrete Construction," and additional publications published by HW to be mutually agreed upon by the parties, in each case relating to issues published within two years of the date of this Agreement, and relating to issues published after the date of this Agreement but only after such issues have been in circulation for six (6) months. The Licensed Content does not include any photography, which may be licensed under separate agreements as agreed by the parties. The parties agree that HW will receive copyright credit (in a form mutually agreed by the parties) in all issues of the Magazine that contain Licensed Content.

2. Obligation to License During the Term. LPI undertakes and commits to HW that during the Term (as defined in Section 5 below), LPI cannot publish or distribute any issue of the Magazine unless it contains Licensed Content, provided that HW complies with the terms of this Agreement. LPI acknowledges that this Agreement is a fundamental part of the transactions contemplated by the Transfer Agreement, that HW is relying upon LPI's commitment to include the Licensed Content in the Magazines, and that HW would not have entered into the Transfer Agreement but for LPI's promises pursuant to this Agreement.

3. Delivery of Licensed Content. The parties agree to cooperate in good faith to develop a process for the effective selection, delivery and format of the Licensed Content. LPI understands that the Licensed Content will be in the English language, and that translation of the Licensed Content into Spanish is solely LPI's responsibility.

4. License Fees. As consideration for the license granted hereunder, Licensee agrees to pay to HW the following fees (the "License Fees"):

(a) LPI shall pay HW \$1,250 for each feature article that is greater than 500 words; and

(b) LPI shall pay HW \$500 for each feature article that is less than or equal to \$500 words, and for each page of product information.

Notwithstanding the foregoing, the parties agree that during the Term (as defined below), LPI shall pay to HW a minimum License Fee of \$5,000 per issue of the Magazine that is published and contains Spanish-language translations of Licensed Content. HW will invoice LPI for Licensed Content on a per-issue basis, and payment is due within 30 days of the invoice date. Any outstanding amounts shall accrue interest at a rate of 1.5% per month until fully paid, and Licensee agrees to reimburse HW for all costs (including reasonable attorneys' fees) incurred relating to any collection efforts.

5. Term. This Agreement shall have a term beginning on the date hereof and ending on November 14, 2009; provided that if LPI has not included Licensed Content in at least four (4) print issues of the Magazine on or prior to November 14, 2009, then this Agreement shall continue in full force and effect until such time as LPI has included Licensed Content in at least four (4) print issues of the Magazine, at which point this Agreement shall automatically terminate. HW understands that this Agreement is not a guarantee that LPI will publish the Magazine or any minimum number of issues, and LPI understands that any issues published during the Term must contain Licensed Content. The parties may also choose to extend the term on mutually agreeable terms. Notwithstanding the foregoing, either party may terminate this Agreement if the other party commits a material breach and fails to cure such breach within 30 days of notice from the non-breaching party.

6. Miscellaneous. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original but all together shall be one and the same instrument. This Agreement shall be governed by the laws of the District of Columbia without regard to conflicts of laws principles. This Agreement constitutes the entire agreement between the parties with respect to the matters described herein and therein, and shall supersede all prior and contemporaneous commitments and agreements.

HANLEY-WOOD, LLC

LATIN PRESS, INC.

By: 
Name: JOSEPH R CARROW
Title: VP, CORPORATE DEVELOPMENT

By: _____
Name:
Title:

(a) LPI shall pay HW \$1,250 for each feature article that is greater than 500 words; and

(b) LPI shall pay HW \$500 for each feature article that is less than or equal to \$500 words, and for each page of product information.

Notwithstanding the foregoing, the parties agree that during the Term (as defined below), LPI shall pay to HW a minimum License Fee of \$5,000 per issue of the Magazine that is published and contains Spanish-language translations of Licensed Content. HW will invoice LPI for Licensed Content on a per-issue basis, and payment is due within 30 days of the invoice date. Any outstanding amounts shall accrue interest at a rate of 1.5% per month until fully paid, and Licensee agrees to reimburse HW for all costs (including reasonable attorneys' fees) incurred relating to any collection efforts.

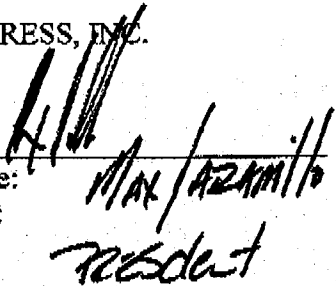
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HANLEY-WOOD, LLC

LATIN PRESS, INC.

By: _____
Name:
Title:

By: 
Name: Max Ramirez
Title: President