

TRADEMARK ASSIGNMENT

Electronic 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
Interep National Radio Sales, Inc.		01/09/2009	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Hispanic Independent Television Sales, LLC		
Street Address:	499 Seventh Avenue		
Internal Address:	17th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77356542	HISPANIC INDEPENDENT TELEVISION SALES H.I.T.S.	
Serial Number:	77482744	HITS NETWORK HISPANIC INDEPENDENT TELEVISION SALES	
Serial Number:	77414669	HITS HISPANIC INDEPENDENT TELEVISION SALES	
Registration Number:	2832057	THE POWER OF HISPANIC RADIO	
Registration Number:	2983043	THE POWER OF HISPANIC RADIO	
CORRESPONDENCE DATA			
Fax Number:	(303)223-0948		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303.223.1148		
Email:	cparent@bhfs.com		
Correspondent Name:	Christopher M. Parent		
Address Line 1:	410 17th Street		
Address Line 2:	Suite 2200		
Address Line 4:	Denver, COLORADO 80202		

OP \$140.00 77356542

ATTORNEY DOCKET NUMBER:	11537.1 01/20/09
NAME OF SUBMITTER:	Christopher M. Parent
Signature:	/christophermparent/
Date:	01/20/2009
Total Attachments: 4 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective as of the 9 day of January, 2009, by and between Interep National Radio Sales, Inc., a New York corporation ("Assignor"), and Hispanic Independent Television Sales, LLC, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, Assignee is purchasing substantially all of the assets of Hispanic Independent Television Sales, Inc. and Azteca America Spot Television Sales, Inc. (collectively, the "Sellers") pursuant to an Asset Purchase Agreement (the "Purchase Agreement") dated as of December 3, 2008 by and between Assignee and Kenneth P. Silverman, as chapter 7 trustee on behalf of Assignor (the "Acquisition");

WHEREAS, the Marks constitute assets of the Sellers' businesses and, pursuant to the Purchase Agreement, the Sellers agreed to sell to Assignee the Marks;

WHEREAS, the Sellers are wholly-owned subsidiaries of Assignor; and

WHEREAS, Assignor wishes to assign and Assignee wishes to assume all of Assignor's right, title, and interest in and to the Marks (as defined below) effective as of the closing date (the "Closing Date") of the Acquisition (as defined below).

AGREEMENT

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the Closing Date, Assignor does hereby assign to Assignee all of Assignor's right, title and interest in and to the trademarks, trademark registrations, trademark applications and intent to use trademark applications set forth on Exhibit A (the "Marks"), together with that portion of Assignor's business in connection with which it has an intent to use the Marks and the goodwill of the business symbolized by the Marks, free and clear of all liens, claims, encumbrances, taxes, mortgages, pledges, charges, security interests, preemptive rights, options, conditional sale agreements or restrictions of any kind or type whatsoever ("Liens").

Assignor acknowledges that subsequent to the date hereof, Assignor shall not claim to possess any right, title or interest in and to the Marks and shall take no action jeopardizing the existence or enforceability of the Marks or Assignee's rights therein. Assignor will not adopt or use or register or seek to register any name or mark which is identical in word or design to the Marks or so similar thereto as to constitute a colorable imitation thereof or to suggest some association between Assignor and Assignee or sponsorship and/or endorsement of Assignor by Assignee.

Assignor agrees to assist Assignee in every legal way to evidence, record and perfect this Assignment and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If Assignee is unable for any reason

whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as his agents and attorneys-in-fact with full power of substitution to act for and on his behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

Assignor represents and warrants to Assignee that: (a) Assignor is the sole owner of all rights, title and interest in the Marks, free and clear of all Liens; (b) Assignor has not assigned, transferred, licensed, pledged or otherwise encumbered the Marks or agreed to do so; (c) Assignor has full power and authority to enter into this Assignment and to make the assignment set forth herein; (d) the Marks are not subject to any outstanding decree, order, ruling, judgment or stipulation by or with any court, arbitration or administrative agency, and have not been the subject of any litigation within the last five years, whether or not resolved in favor of Assignor; and (e) no claim or demand of any person has been made nor is there any proceeding that is pending, or to the knowledge of Assignor after due inquiry, threatened, nor is there a reasonable basis therefor, which (i) challenges the rights of Assignor with respect to the Marks, (ii) asserts that Assignor is infringing or is otherwise in conflict with, or is required to pay any royalty, license fee, charge or other amount with regard to the Marks, or (iii) claims that any default exists under any agreement or arrangement.

EXHIBIT A
TRADEMARKS

A. Registered Trademarks:

1. "THE POWER OF HISPANIC RADIO" (Owner: Hispanic Independent Television Sales, LLC): U.S. Reg. No. 2832057, Serial No. 78240161.
2. "THE POWER OF HISPANIC RADIO" (Owner: Hispanic Independent Television Sales, LLC): U.S. Reg. No. 2983043, Serial No. 78355790.

B. Pending Trademark Applications:

1. "HISPANIC INDEPENDENT TELEVISION SALES H.I.T.S." (Owner: Hispanic Independent Television Sales, LLC): U.S. Ser. No. 77356542 (Filed: May 23, 2008)
2. "HITS NETWORK HISPANIC INDEPENDENT TELEVISION SALES" (Owner: Hispanic Independent Television Sales, LLC): U.S. Ser. No. 77482744 (Filed: December 20, 2007)
3. "HITS HISPANIC INDEPENDENT TELEVISION SALES" (Owner: Hispanic Independent Television Sales, LLC): U.S. Ser. No. 77414669 (Filed: March 6, 2008)