

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hispanic Independent Television Sales, LLC		01/09/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	National City Bank
Street Address:	One South Broad Street
Internal Address:	14th Floor
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19107
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	78240161	THE POWER OF HISPANIC RADIO
Serial Number:	78355790	THE POWER OF HISPANIC RADIO
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

CORRESPONDENCE DATA

Fax Number: (202)842-8465
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-842-8800
 Email: dctrademarks@dbr.com
 Correspondent Name: Amy E. Carroll
 Address Line 1: 1500 K Street, N.W.
 Address Line 2: Suite 1100

OP \$140.00 78240161

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005-1209

ATTORNEY DOCKET NUMBER: 423461

NAME OF SUBMITTER: Amy E. Carroll

Signature: /amyecarroll/

Date: 01/21/2009

Total Attachments: 5

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TRADEMARK AGREEMENT

This TRADEMARK AGREEMENT is made as of January 9, 2009, by and among Hispanic Independent Television Sales, LLC, a Delaware limited liability company (together with its successors and permitted assigns, the “**Assignor**”), and National City Bank, with an office at One South Broad Street, 14th Floor, Philadelphia, PA 19107, as agent for itself and the other Secured Parties (as that term is defined in the Credit Agreement referenced below) (together with its successors and assigns in such capacity, “**Assignee**”) and is made pursuant to the Security Agreement dated as of July 31, 2008, by and among Cross MediaWorks, Inc. (“**Borrower**”), CMW Holdco, Inc. (“**Parent**”), Wizebuys Media, LLC, Apex Media Sales, LLC, Aero Media LLC, Apex Ministries, LLC, TA Acquisition Sub, LLC, TelAmerica Assets LLC, Assignor and Assignee (as the same may be amended, restated, modified, supplemented and/or replaced from time to time, the “**Security Agreement**”).

WHEREAS, Assignor is the owner of certain trademarks, including pending applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, including those listed on Exhibit 1 hereto (the “**Marks**,” which, together the other items defined as “**Intellectual Property**” in the Credit Agreement shall be collectively referred to hereinafter as the “**Intellectual Property**”); and

WHEREAS, Borrower, Parent, and certain Lenders (as defined in the Credit Agreement) entered into that certain Credit Agreement dated as of July 31, 2008 (as the same may be amended, restated, modified, supplemented and/or replaced from time to time, the “**Credit Agreement**”), pursuant to which such Lenders and the other Secured Parties agreed to extend credit to the Borrower on the terms and conditions described therein; and

WHEREAS, one of the conditions to the extension of credit under the Credit Agreement is that payment of the Secured Obligations (as defined in the Credit Agreement) shall be secured

by, among other things, a security interest in favor of the Assignee, for the benefit of the Secured Parties, in the Intellectual Property and all Proceeds (as defined in the Security Agreement) thereof and Assignor is willing to grant to the Assignee, for the benefit of the Secured Parties, a security interest in the Intellectual Property and all Proceeds thereof and all other related claims and rights as more fully described in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Secured Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Intellectual Property and all Proceeds thereof and gives notice of such security interest and the existence of the Security Agreement providing therefor.


[Signature Page Follows]

Executed as of the date first above written.

Assignor:

**HISPANIC INDEPENDENT TELEVISION SALES,
LLC**

By



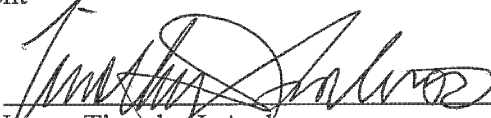
Name:

Title:

[Signature Page of Patent and Trademark Agreement]

Assignee:

NATIONAL CITY BANK, in its capacity as
Agent

By: 

Name: Timothy J. Ambrose

Title: Vice President

[Signature Page of Patent and Trademark Agreement]

EXHIBIT 1

To Trademark Agreement

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)