TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second-Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Univision Network Limited Partnership		03/29/2007	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Second-Lien Collateral Agent: NEW YORK

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	1610165	NOTICIERO UNIVISION
Registration Number:	1615210	NUESTRA BELLEZA
Registration Number:	1624073	UNIVISION
Registration Number:	1672807	UNIVISION
Registration Number:	1832468	LENTE LOCO
Registration Number:	1902000	CONTROL
Registration Number:	1922574	PRIMER IMPACTO
Registration Number:	1927838	PREMIO LO NUESTRO A LA MUSICA LATINA
Registration Number:	2011028	CALIENTE
Registration Number:	2059810	FUERA DE SERIE
Registration Number:	2081224	AQUI Y AHORA
Registration Number:	2210613	ORGULLO HISPANO
Registration Number:	2270664	GIORGIOMANIA
Registration Number:	2274211	EL BLA BLAZO

CH $540.00 1610165

Registration Number:	2331037	QUIERO SER ESTRELLA
Registration Number:	2339633	G
Registration Number:	2343136	NOCHE DE ESTRELLAS
Registration Number:	2361616	EL GORDO Y LA FLACA
Registration Number:	2367754	PENSANDO EN TI
Registration Number:	2427865	LA CADENA DEL MUNDIAL
Registration Number:	3554498	REPUBLICA DEPORTIVA

CORRESPONDENCE DATA

Fax Number: (212)354-8113

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-819-8200

Email: trademarkdocket@whitecase.com

Correspondent Name: Matthew Bart

Address Line 1: White & Case LLP

Address Line 2: 1155 Avenue of the Americas

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1104031-0446
NAME OF SUBMITTER:	Matthew Bart
Signature:	/Matthew Bart/
Date:	02/24/2009

Total Attachments: 27

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SECOND-LIEN TRADEMARK SECURITY AGREEMENT

SECOND-LIEN TRADEMARK SECURITY AGREEMENT, dated as of March 29, 2007 (this "Agreement"), among the Persons listed on Attachment A hereto (each, a "Grantor" and collectively, the "Grantors") and DEUTSCHE BANK AG NEW YORK BRANCH, as Second-Lien Collateral Agent (the "Second-Lien Collateral Agent") for the Second-Lien Secured Parties.

Reference is made to the Second-Lien Guarantee and Collateral Agreement dated as of March 29, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Umbrella Acquisition, Inc., a Delaware corporation, to be merged with and into Univision Communications Inc., a Delaware corporation, and Univision of Puerto Rico Inc., a Delaware corporation, Broadcast Media Partners Holdings, Inc., the other subsidiaries of the US Borrower (as defined in the Credit Agreement referred to below) party thereto and the Second-Lien Collateral Agent. The Lenders have extended credit to the US Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of March 29, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Consistent with the requirements of the Credit Agreement and pursuant to and in accordance with Section 3.01(b) and Section 3.02(b) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. ***Terms.*** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

SECTION 2. ***Grant of Security Interest.*** As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Second-Lien Collateral Agent, its successors and assigns, for the benefit of the Second-Lien Secured Parties (and, to the extent provided in Section 6.01 of the Security Agreement, for the equal and ratable benefit of the Existing Senior Note Holders), a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor and wherever located or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office,

and all extensions or renewals thereof, including those listed on Schedule I and II (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks;

(d) the right to sue third parties for past, present and future infringements of any Trademark; and

(e) all proceeds of and rights associated with the foregoing.

SECTION 3. ***Security Agreement.*** The security interests granted to the Second-Lien Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Second-Lien Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Second-Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Intercreditor Agreement.*** Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second-Lien Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Second-Lien Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of March 29, 2007 (as amended, restated, supplemented and/or otherwise modified from time to time in accordance with the terms thereof, the "Intercreditor Agreement"), among Broadcast Media Partners Holdings, Inc., Umbrella Acquisition, Inc., Univision Communications Inc., Univision of Puerto Rico Inc., the other Grantors from time to time party thereto, Deutsche Bank AG New York Branch, in its capacity as the initial First-Lien Collateral Agent thereunder, and Deutsche Bank AG New York Branch, in its capacity as the initial Second-Lien Collateral Agent thereunder. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BROADCAST MEDIA PARTNERS HOLDINGS, INC.

By: _____
Name: Andrew W. Hobson
Title: Senior Executive Vice President

UMBRELLA ACQUISITION, INC.

By: _____
Name: Andrew W. Hobson
Title: Senior Executive Vice President

UNIVISION OF PUERTO RICO INC.

By: _____
Name: Andrew W. Hobson
Title: Executive Vice President

UNIVISION COMMUNICATIONS INC. HEREBY ABSOLUTELY, IRREVOCABLY AND UNCONDITIONALLY ASSUMES ALL OBLIGATIONS OF UMBRELLA ACQUISITION, INC. UNDER THIS AGREEMENT.

UNIVISION COMMUNICATIONS INC.

By: _____
Name: Andrew W. Hobson
Title: Senior Executive Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

THE UNIVISION NETWORK LIMITED PARTNERSHIP

By: Univision Communications Inc.,
its general partner

By: _____
Name: Andrew W. Hobson
Title: Senior Executive Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

EDIMONSA CORPORATION
EL TRATO, INC.
FONOHITS MUSIC PUBLISHING, INC.
FONOMUSIC, INC.
FONOVISA, INC.
GALAVISION, INC.
HPN NUMBERS, INC.
KCYT-FM LICENSE CORP.
KECS-FM LICENSE CORP.
KESS-AM LICENSE CORP.
KESS-TV LICENSE CORP.
KHCK-FM LICENSE CORP.
KICI-AM LICENSE CORP.
KICI-FM LICENSE CORP.
KLSQ-AM LICENSE CORP.
KLVE-FM LICENSE CORP.
KMRT-AM LICENSE CORP.
KTNQ-AM LICENSE CORP.
LICENSE CORP. NO. 1
LICENSE CORP. NO. 2
MI CASA PUBLICATIONS, INC.
PTI HOLDINGS, INC.
SERVICIO DE INFORMACION PROGRAMATIVA, INC.
SPANISH COAST-TO-COAST LTD.
SUNSHINE ACQUISITION CORP.
T C TELEVISION, INC.
TELEFUTURA NETWORK
TELEFUTURA OF SAN FRANCISCO, INC.
TELEFUTURA ORLANDO INC.
TELEFUTURA TELEVISION GROUP, INC.
TICHENOR LICENSE CORPORATION
TMS LICENSE CALIFORNIA, INC.
UNIVISION HOME ENTERTAINMENT, INC.
UNIVISION INVESTMENTS, INC.
UNIVISION MANAGEMENT CO.
UNIVISION MUSIC, INC.
UNIVISION OF ATLANTA INC.
UNIVISION OF NEW JERSEY INC.
UNIVISION OF RALEIGH, INC.
UNIVISION ONLINE, INC.

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

UNIVISION PUERTO RICO STATION ACQUISITION COMPANY
UNIVISION PUERTO RICO STATION OPERATING COMPANY
UNIVISION PUERTO RICO STATION PRODUCTION COMPANY
UNIVISION RADIO CORPORATE SALES, INC.
UNIVISION RADIO FRESNO, INC.
UNIVISION RADIO GP, INC.
UNIVISION RADIO HOUSTON LICENSE CORPORATION
UNIVISION RADIO ILLINOIS, INC.
UNIVISION RADIO INVESTMENTS, INC.
UNIVISION RADIO LAS VEGAS, INC.
UNIVISION RADIO LICENSE CORPORATION
UNIVISION RADIO LOS ANGELES, INC.
UNIVISION RADIO MANAGEMENT COMPANY, INC.
UNIVISION RADIO NEW MEXICO, INC.
UNIVISION RADIO NEW YORK, INC.
UNIVISION RADIO PHOENIX, INC.
UNIVISION RADIO SACRAMENTO, INC.
UNIVISION RADIO SAN DIEGO, INC.
UNIVISION RADIO SAN FRANCISCO, INC.
UNIVISION RADIO TOWER COMPANY, INC.
UNIVISION TELEVISION GROUP, INC.
WADO RADIO, INC.
WADO-AM LICENSE CORP.
WLXX-AM LICENSE CORP.
WPAT-AM LICENSE CORP.
WQBA-AM LICENSE CORP.
WQBA-FM LICENSE CORP.
WURZBURG, INC.

By: _____
Name: Andrew W. Hobson
Title: Executive Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

UNIVISION RADIO, INC.

By: _____
Name: Andrew W. Hobson
Title: Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

HBCi, LLC
UNIVISION RADIO FLORIDA, LLC

By: Univision Radio, Inc.,
its sole member

By: _____
Name: Andrew W. Hobson
Title: Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TELEFUTURA SAN FRANCISCO LLC

By: Telefutura San Francisco, Inc.,
its sole member

By: _____
Name: Andrew W. Hobson
Title: Executive Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

UNIVISION NEW YORK LLC
UNIVISION PHILADELPHIA LLC

By: Univision of New Jersey Inc.,
its sole member

By: _____
Name: Andrew W. Hobson
Title: Executive Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

DISA LLC

By: Univision Music, Inc.,
its member

By: _____
Name: Andrew W. Hobson
Title: Executive Vice President

By: DISA Holdco LLC,
its member

By: Univision Communications Inc.,
its member

By: _____
Name: Andrew W. Hobson
Title: Senior Executive Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

DISA LATIN PUBLISHING, LLC

By: _____
Name: Dave Palacio
Title: Manager

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

STATION WORKS, LLC
TELEFUTURA ALBUQUERQUE LLC
TELEFUTURA BAKERSFIELD LLC
TELEFUTURA BOSTON LLC
TELEFUTURA CHICAGO LLC
TELEFUTURA D.C. LLC
TELEFUTURA DALLAS LLC
TELEFUTURA FRESNO LLC
TELEFUTURA HOUSTON LLC
TELEFUTURA LOS ANGELES LLC
TELEFUTURA MIAMI LLC
TELEFUTURA SACRAMENTO LLC
TELEFUTURA SOUTHWEST LLC
TELEFUTURA TAMPA LLC

By: Telefutura Television Group, Inc.,
its sole member

By: _____
Name: Andrew W. Hobson
Title: Executive Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TELEFUTURA PARTNERSHIP OF DOUGLAS
TELEFUTURA PARTNERSHIP OF FLAGSTAFF
TELEFUTURA PARTNERSHIP OF FLORESVILLE
TELEFUTURA PARTNERSHIP OF PHOENIX
TELEFUTURA PARTNERSHIP OF SAN ANTONIO
TELEFUTURA PARTNERSHIP OF TUCSON

By: Telefutura Television Group, Inc.,
its general partner

By: _____
Name: Andrew W. Hobson
Title: Executive Vice President

By: Telefutura Southwest LLC,
its general partner

By: _____
Name: Andrew W. Hobson
Title: Executive Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

UNIVISION MUSIC LLC

By: Univision Music, Inc.,
its managing member

By: _____
Name: Andrew W. Hobson
Title: Executive Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

UNIVISION ATLANTA LLC

By: Univision of Atlanta Inc.,
its sole member

By: _____
Name: Andrew W. Hobson
Title: Executive Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

WUVC LICENSE PARTNERSHIP G.P.

By: Univision of Raleigh, Inc.,
its general partner

By: _____
Name: Andrew W. Hobson
Title: Executive Vice President

By: Univision Television Group, Inc.,
its general partner

By: _____
Name: Andrew W. Hobson
Title: Executive Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

KAKW LICENSE PARTNERSHIP, L.P.
KUVN LICENSE PARTNERSHIP, L.P.
KWEX LICENSE PARTNERSHIP, L.P.
KXLN LICENSE PARTNERSHIP, L.P.
UVN TEXAS L.P.

By: Univision Television Group, Inc.,
its general partner

By: _____
Name: Andrew W. Hobson
Title: Executive Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

KDTV LICENSE PARTNERSHIP, G.P.
KFTV LICENSE PARTNERSHIP, G.P.
KMEX LICENSE PARTNERSHIP, G.P.
KTVW LICENSE PARTNERSHIP, G.P.
KUVI LICENSE PARTNERSHIP, G.P.
KUVS LICENSE PARTNERSHIP, G.P.
WGBO LICENSE PARTNERSHIP, G.P.
WLTV LICENSE PARTNERSHIP, G.P.
WXTV LICENSE PARTNERSHIP, G.P.

By: Univision Television Group, Inc.,
its general partner

By: _____
Name: Andrew W. Hobson
Title: Executive Vice President

By: PTI Holdings, Inc.,
its general partner

By: _____
Name: Andrew W. Hobson
Title: Executive Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

WLII/WSUR LICENSE PARTNERSHIP, G.P.

By: Univision of Puerto Rico Inc.,
its general partner

By: _____
Name: Andrew W. Hobson
Title: Executive Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

UNIVISION RADIO BROADCASTING PUERTO RICO, L.P.
UNIVISION RADIO BROADCASTING TEXAS, L.P.

By: Univision Radio GP, Inc.,
its general partner

By: _____
Name: Andrew W. Hobson
Title: Executive Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

UNIVISION CLEVELAND LLC

By: Univision Television Group, Inc.,
its sole member

By: _____
Name: Andrew W. Hobson
Title: Executive Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

UNIVISION TEXAS STATIONS LLC

By: _____
Name: Ray Rodriguez
Title: Manager

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

UNIVISION NETWORK PUERTO RICO PRODUCTION LLC

By: The Univision Network Limited Partnership, its sole member

By: Univision Communications Inc., its general partner

By: _____

Name: Andrew W. Hobson

Title: Senior Executive Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

UNIVISION-EV HOLDINGS, LLC

By: _____

Name: Andrew W. Hobson

Title: Executive Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

DEUTSCHE BANK AG NEW YORK BRANCH,
as Second-Lien Collateral Agent

By: _____
Name: David Mayhew
Title: Managing Director

By: _____
Name: STEPHEN CAYER
Title: DIRECTOR

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

Univision Network Limited Partnership

Mark	Reg. No.	Reg. Date	App. No.	App. Date
Noticiero Univision	1,610,165	08-14-1990	73/819,304	08-14-1989
Nuestra Belleza	1,615,210	09-25-1990	74/020,350	01-13-1990
Univision	1,624,073	11-20-1990	74/029,494	02-16-1990
Univision & U Design	1,672,807	01-21-1992	74/044,294	03-28-1990
Lente Loco	1,832,468	04-19-1994	74/316,666	09-24-1992
Control & Design	1,902,000	06-27-1995	74/541,216	06-24-1994
Primer Impacto	1,922,574	09-26-1995	74/578,429	09-26-1994
Premio Lo Nuestro a la Musica Latina	1,927,838	10-17-1995	74/577,490	09-23-1994
Caliente & Design	2,011,028	10-22-1996	74/632,015	02-09-1995
Fuera de Series	2,059,810	05-06-1997	74/658,717	04-10-1995
Aqui Y Ahora	2,081,224	07-22-1997	75/111,419	05-29-1996
Orgullo Hispano	2,210,613	12-15-1998	75/348,462	08-28-1997
Giorgiomania	2,270,664	08-17-1999	75/505,000	06-16-1998
El Bla-Blazo & Design	2,274,211	08-31-1999	75/504,793	06-18-1998
Quiero ser Estrella & Design	2,331,037	03-21-2000	75/501,867	06-15-1998
G & Design	2,339,633	04-11-2000	75/395,754	11-25-1997
Noche de Estrellas	2,343,136	04-18-2000	75/664,357	03-19-1999
El Gordo y la Flaca & Design	2,361,616	06-27-2000	75/600,697	12-03-1998
Pensando en Ti	2,367,754	07-18-2000	75/587,544	11-12-1998
La Cadena del Mundial	2,427,865	02-13-2001	75/587,198	11-12-1998
Republica Deportiva & Design	3,554,498	12-30-2008	75/674,177	04-05-1999