

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second-Lien Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Univision Radio, Inc.		03/29/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deutsche Bank AG New York Branch		
<b>Street Address:</b>	60 Wall Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	Second-Lien Collateral Agent: NEW YORK		
<b>PROPERTY NUMBERS Total: 47</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1524843	LA TREMENDA	
Registration Number:	1733657	DESAYUNO MUSICAL	
Registration Number:	1825500	PURO TEJANO	
Registration Number:	1852658	ESTEREO LATINO	
Registration Number:	2057449	AMOR	
Registration Number:	2077647	ROMANTICAS	
Registration Number:	2080405	TEJANO 107 FM	
Registration Number:	2080564	QUE BUENA!	
Registration Number:	2132248	ESTEREO SOL	
Registration Number:	2159887	PURO TEJANO	
Registration Number:	2261789	CHICAGO AL DIA	
Registration Number:	2308115	HISPANIC BROADCASTING CORPORATION	
Registration Number:	2401745	YO CUENTO	
Registration Number:	2401790	HBC	

CH \$1190.00 1524843

900127820

**TRADEMARK**  
**REEL: 003941 FRAME: 0465**

Registration Number:	2405784	LA RADIO QUE HABLA
Registration Number:	2434719	EL SOL DE LA BAHIA
Registration Number:	2448978	7 A LAS 7
Registration Number:	2495810	HBC HISPANIC BROADCASTING CORPORATION
Registration Number:	2535677	HBC HISPANIC BROADCASTING CORPORATION
Registration Number:	2543848	HISPANIC BROADCASTING CORPORATION
Registration Number:	2579796	RECUERDO
Registration Number:	2588074	PURA BUENAS
Registration Number:	2595349	A TU RITMO
Registration Number:	2637959	KESS
Registration Number:	2647741	HBC HISPANIC BROADCASTING CORPORATION
Registration Number:	2647742	HBC HISPANIC BROADCASTING CORPORATION
Registration Number:	2647902	HBC HISPANIC BROADCASTING CORPORATION
Registration Number:	2650978	HBC HISPANIC BROADCASTING CORPORATION
Registration Number:	2721712	LATINO MIX
Registration Number:	2769321	LA JEFA
Registration Number:	2832674	ISE PEGA!
Registration Number:	2853134	KSOL
Registration Number:	2918525	INOLVIDABLES AL MEDIODIA
Registration Number:	2963961	EL GARAJE
Registration Number:	2970861	PENSANDO EN SU SALUD
Registration Number:	2995560	107.7 FM LA INVASORA MUCHA MAS MUSICA
Registration Number:	2966552	EL CONSULTORIO DE LA DOCTORA ALIZA
Registration Number:	3017258	THE MO' IN DA MO'NIN SHOW
Registration Number:	3056151	CHON
Registration Number:	3065028	CON ORGULLO MEXICANO
Registration Number:	3152447	AQUI SUENA LA QUE BUENA
Registration Number:	3223570	LA NUEVA
Registration Number:	3412617	QUE ONDA
Serial Number:	75430440	K-LOVE
Serial Number:	76525620	K LOVE
Serial Number:	76525621	KLOVE
Serial Number:	76525622	KLOVE

CORRESPONDENCE DATA

**TRADEMARK**  
**REEL: 003941 FRAME: 0466**

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**

source=Second Lien Assignment of Trademarks - Univision Radio Inc TM's#page1.tif  
source=Second Lien Assignment of Trademarks - Univision Radio Inc TM's#page2.tif  
source=Second Lien Assignment of Trademarks - Univision Radio Inc TM's#page3.tif  
source=Second Lien Assignment of Trademarks - Univision Radio Inc TM's#page4.tif  
source=Second Lien Assignment of Trademarks - Univision Radio Inc TM's#page5.tif  
source=Second Lien Assignment of Trademarks - Univision Radio Inc TM's#page6.tif  
source=Second Lien Assignment of Trademarks - Univision Radio Inc TM's#page7.tif  
source=Second Lien Assignment of Trademarks - Univision Radio Inc TM's#page8.tif  
source=Second Lien Assignment of Trademarks - Univision Radio Inc TM's#page9.tif  
source=Second Lien Assignment of Trademarks - Univision Radio Inc TM's#page10.tif  
source=Second Lien Assignment of Trademarks - Univision Radio Inc TM's#page11.tif  
source=Second Lien Assignment of Trademarks - Univision Radio Inc TM's#page12.tif  
source=Second Lien Assignment of Trademarks - Univision Radio Inc TM's#page13.tif  
source=Second Lien Assignment of Trademarks - Univision Radio Inc TM's#page14.tif  
source=Second Lien Assignment of Trademarks - Univision Radio Inc TM's#page15.tif  
source=Second Lien Assignment of Trademarks - Univision Radio Inc TM's#page16.tif  
source=Second Lien Assignment of Trademarks - Univision Radio Inc TM's#page17.tif  
source=Second Lien Assignment of Trademarks - Univision Radio Inc TM's#page18.tif  
source=Second Lien Assignment of Trademarks - Univision Radio Inc TM's#page19.tif  
source=Second Lien Assignment of Trademarks - Univision Radio Inc TM's#page20.tif  
source=Second Lien Assignment of Trademarks - Univision Radio Inc TM's#page21.tif  
source=Second Lien Assignment of Trademarks - Univision Radio Inc TM's#page22.tif  
source=Second Lien Assignment of Trademarks - Univision Radio Inc TM's#page23.tif  
source=Second Lien Assignment of Trademarks - Univision Radio Inc TM's#page24.tif  
source=Second Lien Assignment of Trademarks - Univision Radio Inc TM's#page25.tif  
source=Second Lien Assignment of Trademarks - Univision Radio Inc TM's#page26.tif  
source=Second Lien Assignment of Trademarks - Univision Radio Inc TM's#page27.tif

## 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.

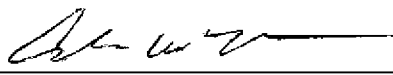
SECTION 3. *Security Agreement.* The security interests granted to the Second-Lien Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Second-Lien Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and 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.

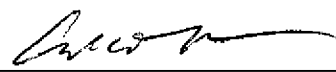
**BROADCAST MEDIA PARTNERS  
HOLDINGS, INC.**

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

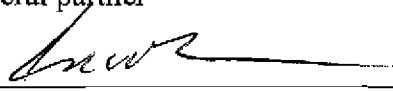
UNIVISION COMMUNICATIONS INC.  
HEREBY ABSOLUTELY, IRREVOCABLY  
AND UNCONDITIONALLY ASSUMES ALL  
OBLIGATIONS OF UMBRELLA  
ACQUISITION, INC. UNDER THIS  
AGREEMENT.

**UNIVISION COMMUNICATIONS INC.**

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

**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]



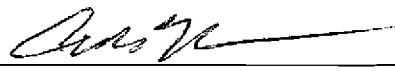
UNIVISION PUERTO RICO STATION  
ACQUISITION COMPANY  
UNIVISION PUERTO RICO STATION  
OPERATING COMPANY  
UNIVISION PUERTO RICO STATION  
PRODUCTION COMPANY  
UNIVISION RADIO CORPORATE SALES,  
INC.  
UNIVISION RADIO FRESNO, INC.  
UNIVISION RADIO GP, INC.  
UNIVISION RADIO HOUSTON LICENSE  
CORPORATION  
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]

TRADEMARK  
REEL: 003941 FRAME: 0473

**UNIVISION RADIO, INC.**

By: 

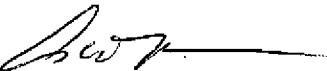
Name: Andrew W. Hobson

Title: Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

**HBCi, LLC**  
**UNIVISION RADIO FLORIDA, LLC**

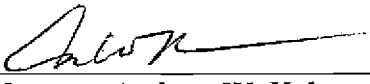
By: Univision Radio, Inc.,  
its sole member

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

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

**TELEFUTURA SAN FRANCISCO LLC**

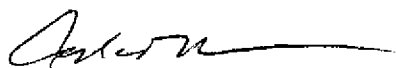
By: Telefutura San Francisco, Inc.,  
its sole member

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

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

**UNIVISION NEW YORK LLC**  
**UNIVISION PHILADELPHIA LLC**

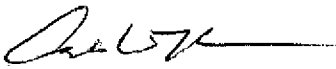
By: Univision of New Jersey Inc.,  
its sole member

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

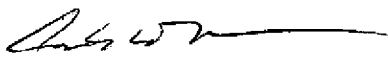
[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

**TRADEMARK  
REEL: 003941 FRAME: 0480**



**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**

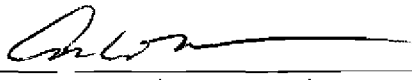
By: Univision Music, Inc.,  
its managing member

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

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

**UNIVISION ATLANTA LLC**

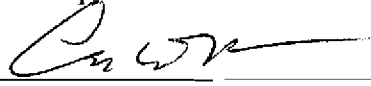
By: Univision of Atlanta Inc.,  
its sole member

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

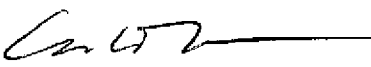
[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

**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]


**TRADEMARK  
REEL: 003941 FRAME: 0485**

**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

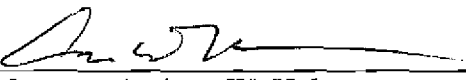
By: PTI Holdings, Inc.,  
its general partner

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

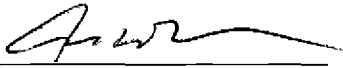
Title: Manager

[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

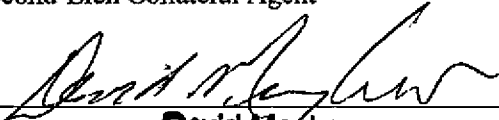
[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]


**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 Radio, Inc.

Mark	Reg. No.	Reg. Date	App. No.	App. Date
K-Love (KTNQ/KLVE)			75/430,440	02-06-1998
L (Heart) Love (Stylized) (KOVE-Houston)			76/525,620	06-18-2003
KL(Heart shaped O)VE (Stylized) (KLWV San Diego)			76/525,621	06-18-2003
K-Love (HOUSTON)			76/525,622	06-18-2003
La Tremenda (Stylized) (WIND/WOJO)	1,524,843	02-14-1989	73/704,727	01-11-1988
Desayuna Musical (WAMR)	1,733,657	11-17-1992	74/097,189	09-14-1990
Puro Tejano (KGBT/KIWW)	1,825,500	03-08-1994	74/376,886	04-08-1993
Estamos Unidos (KLTN)	1,852,658	09-06-1994	74/302,533	08-10-1992
Amor (KLVE/KXTN/WAMR)	2,057,449	04-29-1997	75/122,033	06-19-1996
Romanticas (KTNQ/KNVE)	2,077,647	07-08-1997	75/156,342	08-27-1996
Tejano 107 FM (KXTN)	2,080,405	07-15-1997	75/091,782	04-22-1996
Que Benena! (KBNA 97.5 FM/El Paso)	2,080,564	07-22-1997	74/659,228	04-11-1995
Estereo Sol (Ksol/Kzol)	2,132,248	01-27-1998	75/211,582	12-11-1996
Puro Tejano (KGBT/KIWW)	2,159,887	05-26-1998	75/086,200	04-10-1996
Chicago al Dia (WIND)	2,261,789	07-20-1999	75/096,742	04-30-1996
Hispanic Broadcasting Corporation (Supplemental Reg.)	2,308,115	01-11-2000	75/662,199	03-17-1999
Yo Cuento	2,401,745	11-07-2000	75/746,601	07-09-1999
HBC	2,401,790	11-07-2000	75/762,051	07-27-1999
La Radio Que Habla (KTNQ/KLVE)	2,405,784	11-21-2000	75/762,050	07-27-1999
El Sol de la Bahia	2,434,719	03-13-2001	75/748,091	07-12-1999
7 a Las 7 (KSOL)	2,448,978	05-08-2001	75/898,896	01-14-2000
HBC Hispanic Broadcasting Corporation	2,495,810	10-09-2001	75/980,681	07-27-1999
HBC Hispanic Broadcasting Corporation & Design	2,535,677	02-05-2002	75/980,523	07-27-1999
Hispanic Broadcasting Corporation	2,543,848	03-05-2002	75/821,025	10-12-1999
Recuerdo (KRCD)	2,579,796	06-11-2002	76/013,332	03-30-2000
Pura Buenas	2,588,074	07-02-2002	76/252,351	05-04-2001
A Tu Ritmo (HBC Network)	2,595,349	07-16-2002	76/024,278	04-12-2000
KESS	2,637,959	10-22-2002	75/824,253	10-15-1999
HBC Hispanic Broadcasting Corporation	2,647,741	11-12-2002	75/762,052	07-27-1999
HBC Hispanic Broadcasting Corporation (Color Logo)	2,647,742	11-12-2002	75/762,053	07-27-1999
HBC Hispanic Broadcasting Corporation & (Color) Design	2,647,902	11-12-2002	75/980,806	07-27-1999
HBC Hispanic Broadcasting Corporation & Design	2,650,978	11-19-2002	75/762,054	07-27-1999
Latino Mix (105.9 FM/Phoenix)	2,721,712	06-03-2003	75/784,168	08-25-1999
La Jefa (KKRG)	2,769,321	09-30-2003	78/184,835	11-13-2002
¡Se Pega! (WQBA)	2,823,674	04-13-2004	76/384,682	03-20-2002
KSOL	2,853,134	06-15-2004	76/527,089	07-01-2003
Inolvidables al Mediodia (KLVE/Los Angeles)	2,918,525	01-18-2005	76/531,196	07-22-2003
El Garaje	2,963,961	06-28-2005	78/328,312	11-14-2003
Pensando en su Salud	2,970,861	07-19-2005	75/722,226	05-25-1999
107.7 FM la Invasora Mucha Mas Musica & Design (KINV)	2,995,560	09-13-2005	76/520,402	05-08-2003
El Consultorio dela Doctora Aliza	2,996,552	07-12-2005	78/331,529	11-21-2003
The Mo' in Da Mo'nin Show	3,017,258	11-22-2005	78/288,750	08-18-2003
CHON (KLVN-FM 106.5/San Diego)	3,056,151	01-31-2006	78/229,893	03-25-2003
Con Orgullo Mexicano	3,065,028	03-07-2006	78/327,627	11-13-2003
Aqui Suena la que Buena (105.1 Chicago)	3,152,447	10-10-2006	76/251,317	05-04-2001
La Nueva (KSCA)	3,223,570	04-03-2007	75/346,357	08-25-1997
Que Onda	3,412,617	04-15-2008	78/361,286	02-02-2004