

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
BUSTOS MEDIA OPERATING, LLC		09/29/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO FOOTHILL, INC, as Agent under the Second Lien Credit Agreement		
Street Address:	2450 Colorado Avenue		
Internal Address:	Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78433368	LA GRAND LA MÁS MEXICANA	
CORRESPONDENCE DATA			
Fax Number:	(404)815-2424		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-815-2231		
Email:	carolfraser@paulhastings.com		
Correspondent Name:	Carol Fraser, Corporate Paralegal		
Address Line 1:	600 Peachtree Street, NE, Suite 2400		
Address Line 2:	Paul Hastings Janofsky & Walker LLP		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Carol Fraser		
Signature:	//Carol Fraser//		
Date:	07/30/2009		

CH \$40.00 78433368

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 29th day of September, 2006, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of September 29, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Bustos Media Operating, LLC, a Delaware limited liability company ("Parent"), each of Parent's Subsidiaries identified on the signature pages thereof (such Subsidiaries, together with Parent, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as "Borrowers"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group is willing to make certain loans available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the loans to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Security Agreement dated as of September 29, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing second priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. **SECURITY FOR OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now

existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

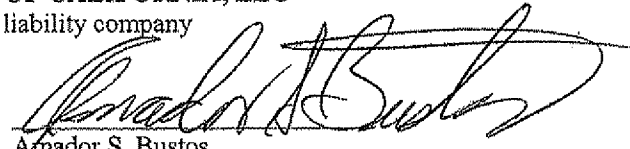
[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

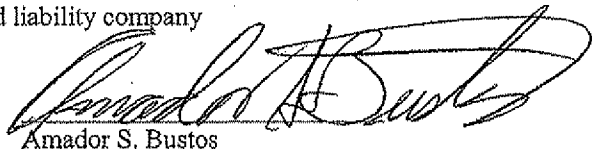
BUSTOS MEDIA OPERATING, LLC
a Delaware limited liability company

By: 
Name: Amador S. Bustos
Title: President and Chief Executive Officer

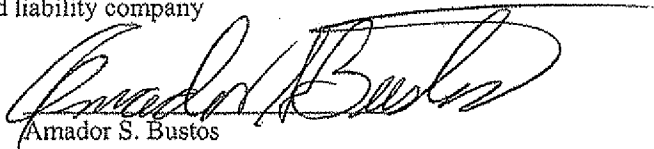
BUSTOS MEDIA OF CALIFORNIA, LLC
a Delaware limited liability company

By: 
Name: Amador S. Bustos
Title: President and Chief Executive Officer

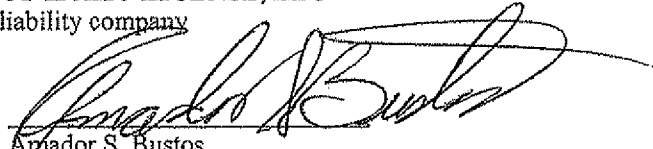
BUSTOS MEDIA OF CALIFORNIA LICENSE, LLC
a Delaware limited liability company

By: 
Name: Amador S. Bustos
Title: President and Chief Executive Officer


BUSTOS MEDIA OF IDAHO, LLC
a Delaware limited liability company

By: 
Name: Amador S. Bustos
Title: President and Chief Executive Officer

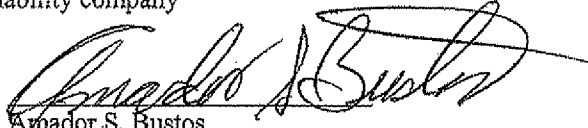
BUSTOS MEDIA OF IDAHO LICENSE, LLC
a Delaware limited liability company

By: 
Name: Amador S. Bustos
Title: President and Chief Executive Officer

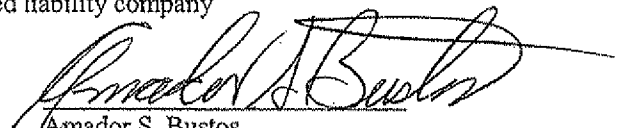
BUSTOS MEDIA OF OREGON, LLC
a Delaware limited liability company

By: 
Name: Amador S. Bustos
Title: President and Chief Executive Officer


BUSTOS MEDIA OF OREGON LICENSE, LLC
a Delaware limited liability company

By: 
Name: Amador S. Bustos
Title: President and Chief Executive Officer


BUSTOS MEDIA OF UTAH, LLC
a Delaware limited liability company

By: 
Name: Amador S. Bustos
Title: President and Chief Executive Officer


BUSTOS MEDIA OF UTAH LICENSE, LLC
a Delaware limited liability company

By: 
Name: Amador S. Bustos
Title: President and Chief Executive Officer

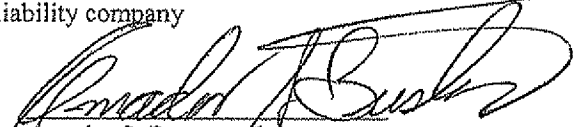
BUSTOS MEDIA OF EASTERN WASHINGTON, LLC
a Delaware limited liability company

By: 
Name: Amador S. Bustos
Title: President and Chief Executive Officer


**BUSTOS MEDIA OF EASTERN WASHINGTON
LICENSE, LLC**
a Delaware limited liability company

By: 
Name: Amador S. Bustos
Title: President and Chief Executive Officer


BUSTOS MEDIA OF SEATTLE LICENSE, LLC
a Delaware limited liability company

By: 
Name: Amador S. Bustos
Title: President and Chief Executive Officer


BUSTOS MEDIA OF SEATTLE, LLC
a Delaware limited liability company

By: 
Name: Amador S. Bustos
Title: President and Chief Executive Officer


ROCKY MOUNTAIN RADIO NETWORK, INC.
a Wyoming statutory close corporation

By: 
Name: Amador S. Bustos
Title: President and Chief Executive Officer


BUSTOS MEDIA OF COLORADO, LLC
a Delaware limited liability company

By: 
Name: Amador S. Bustos
Title: President and Chief Executive Officer

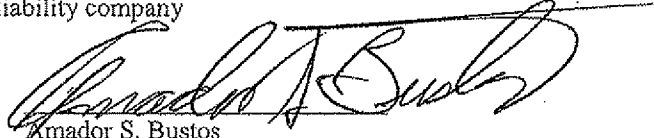
BUSTOS MEDIA OF COLORADO LICENSE, LLC
a Delaware limited liability company

By: 
Name: Amador S. Bustos
Title: President and Chief Executive Officer

BUSTOS MEDIA OF WISCONSIN, LLC
a Delaware limited liability company

By: 
Name: Amador S. Bustos
Title: President and Chief Executive Officer

BUSTOS MEDIA OF WISCONSIN LICENSE, LLC
a Delaware limited liability company

By: 
Name: Amador S. Bustos
Title: President and Chief Executive Officer


**BUSTOS MEDIA OF COLORADO ACQUISITION
CORP.,**

a Delaware corporation

By:

Name:

Title:



Amador S. Bustos

President and Chief Executive Officer


BUSTOS MEDIA OF COLORADO LICENSE CORP.,

a Delaware corporation

By:

Name:

Title:



Amador S. Bustos

President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.,

a California corporation, as Agent

By: _____

Name: Dena Seki

Title: Vice President

**BUSTOS MEDIA OF COLORADO ACQUISITION
CORP.,**

a Delaware corporation

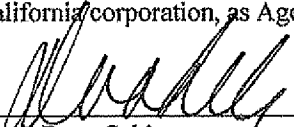
By: _____
Name: _____
Title: _____

BUSTOS MEDIA OF COLORADO LICENSE CORP.,
a Delaware corporation

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Agent

By:  _____
Name: Dena Seki
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Bustos Media Operating, LLC	United States	La GrandD- La Mas Mexicana	78433368	6/10/2004

Servicemark Registrations:

Entity	State	Mark	Registration No.	Class No.	Registration Date
Bustos Media of California, LLC*	California	Aqui Suena La Ke Buena 97.9	51827	Int. 38	7/21/99

*The servicemark shall become owned by Bustos Media of California, LLC upon the consummation of the Sacramento Acquisition Agreements. This servicemark is a state of California servicemark and not registered with the United States Patent and Trademark Office.

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.