

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Assignment of Trademark Security Agreement - Second Lien Credit Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WELLS FARGO FOOTHILL, INC., as Resigning Agent		11/13/2009	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NEWSTAR FINANCIAL, INC., as Successor Agent		
<b>Street Address:</b>	500 Boylston Street, Suite 1600		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02116		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78433368	LA GRAND LA MÁS MEXICANA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)815-2424		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	404-815-2231		
<b>Email:</b>	carolfraser@paulhastings.com		
<b>Correspondent Name:</b>	Carol Fraser, Corporate Paralegal		
<b>Address Line 1:</b>	600 Peachtree Street, N.E., Suite 2400		
<b>Address Line 2:</b>	Paul Hasting Janofsky & Walker LLP		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308		
<b>NAME OF SUBMITTER:</b>	Carol Fraser		
<b>Signature:</b>	//Carol Fraser//		
<b>Date:</b>	11/17/2009		

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**Total Attachments: 5**

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**ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT  
(SECOND LIEN CREDIT AGREEMENT)**

This **ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT** (this "Assignment") is executed as of November 13, 2009 ("Assignment Effective Date"), by WELLS FARGO FOOTHILL, INC., a California corporation, in its capacity as administrative agent for itself and the Lenders (as defined below) under the Second Lien Credit Agreement (as defined below) (in such capacity, "Resigning Agent") in favor of the Successor Agent (as defined below).

WITNESSETH:

WHEREAS, Resigning Agent is party to that certain Second Lien Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), dated as of September 29, 2006, by and 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 the "Borrowers"), the lenders party thereto as "Lenders" (the "Lenders"), and Resigning Agent;

WHEREAS, certain of the Borrowers and Resigning Agent are parties to that certain Trademark Security Agreement, dated as of September 29, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), concerning the trademarks, trademark applications and servicemarks shown on Schedule 1 attached hereto, which Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 30, 2009 at Reel 4034, Frame 0781;

WHEREAS, contemporaneously herewith, NewStar Financial, Inc. ("NewStar") and the Lenders constituting Required Lenders are entering into that certain Appointment of Successor Agent Agreement (Second Lien Credit Agreement) (the "Agency Appointment"), pursuant to which the Lenders party thereto shall appoint NewStar as successor administrative agent under the Second Lien Credit Agreement (in such capacity, "Successor Agent");

WHEREAS, in connection with the appointment of NewStar as successor administrative agent under the Second Lien Credit Agreement, NewStar and the Required Lenders have requested that Resigning Agent enter into this Assignment to assign all of its rights, title and interest in, to and under the Trademark Security Agreement to Successor Agent; and

WHEREAS, capitalized terms used herein and not defined herein shall have the meanings ascribed to such terms in the Second Lien Credit Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Assignment. In connection with the Agency Appointment, Resigning Agent, hereby assigns, without recourse, representation or warranty of any kind, as of the date hereof to Successor Agent, in its capacity as successor administrative agent under the Second

Lien Credit Agreement, for the benefit of Lenders, all of the rights, title and interest of Resigning Agent in, to and under the Trademark Security Agreement.

2. Further Assurances. Resigning Agent agrees to cooperate with Successor Agent and take all actions reasonably requested by Successor Agent in order to fully carry out the terms of this Assignment or to permit Successor Agent to obtain the full benefits of this Assignment.

3. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

4. Counterparts, Etc. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by other electronic transmission shall be as effective as a delivery of a manually executed counterpart of this Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned have each caused this Assignment to be duly executed by its duly authorized officer or representative as of the day and year first above written.

**RESIGNING AGENT:**

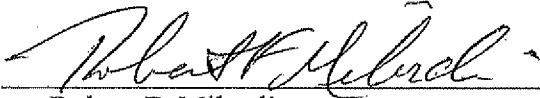
**WELLS FARGO FOOTHILL, INC.,**  
in its capacity as Resigning Agent

By:  \_\_\_\_\_

Name: Dena Seki  
Title: Vice President

**SUCCESSOR AGENT:**

**NEWSTAR FINANCIAL, INC.,**  
in its capacity as Successor Agent

By: 

Name: Robert F. Milordi  
Title: Managing Director

**SCHEDULE 1  
TO  
ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT  
LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS**

**Trademark Registrations/Applications:**

<b>Owner</b>	<b>Mark</b>	<b>Application/Registration No.</b>	<b>App/Reg Date</b>
Bustos Media Operating, LLC	La GrandD – La Mas Mexicana	78433368	6/10/2004

**Servicemark Registrations:**

<b>Owner</b>	<b>State</b>	<b>Mark</b>	<b>Class No.</b>	<b>Registration Date</b>
Bustos Media of California, LLC*	California	Aqui Suena La Ke Buena 97.9	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.