

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplement To First Lien Guarantee And Collateral Agreement (Trademarks)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Spanish Broadcasting System, Inc.		12/29/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Lehman Commercial Paper Inc., as Administrative Agent for the Secured Parties pursuant to that certain First Lien Credit Agreement, dated as of June 10, 2005
Street Address:	1271 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	3296210	LA MEGA SE PEGA
Registration Number:	3369870	BRANDS. TALENT. RESULTS.
Registration Number:	3369871	MARCAS. TALENTO. RESULTADOS.
Registration Number:	3369874	SBS ENTERTAINMENT
Registration Number:	3400545	EL JUKEO
Registration Number:	3423376	FONOMANIA
Registration Number:	3454301	EL CIRCO
Registration Number:	3476567	EL CHULO DE LA MAÑANA
Registration Number:	3214172	22 MINUTOS
Registration Number:	3235711	ENTRE FICHAS
Registration Number:	3216608	VEINTIDOS MINUTOS
Registration Number:	3226594	N EL NOTICERO
Registration Number:	3243363	MIS 15
Registration Number:	3268912	OYE MI CANTO

CH \$915.00 3296210

900151053

**TRADEMARK
 REEL: 004122 FRAME: 0776**

Registration Number:	3280354	NOTICERO
Registration Number:	3298594	EL CIRCULO
Registration Number:	3310403	PUERTA ASTRAL
Registration Number:	3310400	RAICES Y RECUERDOS
Registration Number:	3310399	XPEDIENTE
Registration Number:	3325405	DESVELADOS
Registration Number:	3325396	EL SHOW MAS ESTUPIDO DE LA TELEVISION
Registration Number:	3325404	Z 93
Registration Number:	3370915	MEQUETREFE
Registration Number:	3379956	LA'S #1 PARTY STATION
Registration Number:	3389400	CALIBASH
Registration Number:	3416305	PRONÓSTICOS
Registration Number:	3427358	LEVANTATE CON EL VACILON
Registration Number:	3447346	EL DESPELOTE
Registration Number:	3467742	EL REY DE LA RADIO
Registration Number:	3490894	PAPARAZZI
Registration Number:	3490893	PAPARAZZI TV
Registration Number:	3510512	CAISTE
Registration Number:	3514002	EL VACILON DE MIAMI
Registration Number:	3560286	LAMUSICA.COM
Registration Number:	3560335	LAMUS CA.COM...Y MAS
Registration Number:	3546334	LAMUSICA.COM

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: matthew.bergman@weil.com, beth.akers@weil.com
Correspondent Name: Matt Bergman
Address Line 1: Weil Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	73683-4025 MATT BERGMAN
NAME OF SUBMITTER:	Matt Bergman
Signature:	/Matt Bergman/
Date:	12/31/2009

Total Attachments: 5

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**SUPPLEMENT TO FIRST LIEN GUARANTEE AND COLLATERAL
AGREEMENT (TRADEMARKS)**

WHEREAS, Spanish Broadcasting System, Inc., a Delaware corporation (herein referred to as "Grantor"), having an address at 2601 South Bayshore Drive, PH II, Coconut Grove, Florida 33133, has entered into a First Lien Guarantee and Collateral Agreement, dated as of June 10, 2005 (said First Lien Guarantee and Collateral Agreement, as it may hereafter be amended or otherwise modified from time to time being the "Security Agreement", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a security interest in all right, title and interest of the Grantor in and to the following (the "Trademark Collateral"), to secure the payment and performance of the Secured Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, domain names, trade dress, trade styles, logos or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, those identified in annexed Schedule I-A (as such schedule may be amended or supplemented from time to time), (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses, entered into in connection therewith, and damages and payments for past, present and future infringements thereof), and (iv) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks"); and

(b) any written agreement now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by the Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement (collectively, "Trademark Licenses").

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm and put on the public record its grant to the Administrative Agent for the benefit of the Secured Parties of a security interest in and mortgage on the Trademark Collateral, to secure the prompt payment and performance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the grant of a security interest in, and mortgage on the Trademark Collateral made hereby, are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated by reference as if fully set forth herein.

The Administrative Agent's address is 1271 Avenue of the Americas, New York, New York, Attention: Francis Chang.

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IN WITNESS WHEREOF, the Grantor has duly executed or caused this Agreement to be duly executed as of December 29th, 2009.

SPANISH BROADCASTING SYSTEM, INC.

By: _____

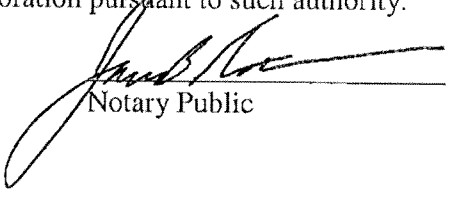
Name: Joseph A. García

Title: CFO

STATE OF FLORIDA)
)ss.:
COUNTY OF MIAMI-DADE)

On this 29th day of December, 2009, before me personally appeared Joseph A. Garcia, to me known, who, being by me duly sworn, did depose and say that he/she resides in Miami, FL and that he/she is Sr. EVP of the Grantor; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the Board of Directors of said corporation and that he/she signed his/her name thereto in his/her capacity as an authorized officer of said corporation pursuant to such authority.

 **Jared B. Namm**
COMMISSION # DD841077
EXPIRES: FEB. 02, 2013
WWW.AARONNOTIARY.com


Notary Public

**Schedule 1-A to the SUPPLEMENT TO FIRST LIEN GUARANTEE AND
COLLATERAL AGREEMENT (TRADEMARKS)**

Mark	Filing or Registration Date	Reg No.
LA MEGA SE PEGA	September 25, 2007	3296210
BRANDS. TALENT. RESULTS.	January 15, 2008	3369870
MARCAS. TALENTO. RESULTADOS.	January 15, 2008	3369871
SBS ENTERTAINMENT	January 15, 2008	3369874
EL JUKEO	March 25, 2008	3400545
FONOMANIA	May 6, 2008	3423376
EL CIRCO	June 24, 2008	3454301
EL CHULO DE LA MAÑANA	July 29, 2008	3476567
22 MINUTOS	February 27, 2007	3214172
ENTRE FICHAS	May 1, 2007	3235711
VEINTIDOS MINUTOS	March 6, 2007	3216608
N EL NOTICERO & DESIGN	August 14, 2007	3226594
MIS 15	May 22, 2007	3243363
OYE MI CANTO	July 24, 2007	3268912
NOTICERO	August 14, 2007	3280354
EL CIRCULO	September 25, 2006	3298594
PUERTA ASTRAL	October 16, 2007	3310403
RAICES Y RECUERDOS	October 16, 2007	3310400
XPEDIENTE	October 16, 2007	3310399
DESVELADOS	October 30, 2007	3325405
EL SHOW MAS ESTUPIDO DE LA TELEVISION	October 30, 2007	3325396
Z 93 AND DESIGN	October 30, 2007	3325404
LOS MEQUETREFE	January 15, 2008	3370915
LA'S #1 PARTY STATION	February 12, 2009	3379956
CALIBASH	February 26, 2008	3389400
PRONÓSTICOS	April 22, 2008	3416305
LEVANTATE CON EL VACILON	May 13, 2008	3427358
EL DESPELOTE	June 17, 2008	3447346
EL REY DE LA RADIO	July 15, 2008	3467742
PAPARAZZI	August 26, 2008	3490894
PAPARAZZI TV	August 26, 2008	3490893
CAISTE	October 7, 2008	3510512
EL VACILON DE MIAMI	October 7, 2008	3514002
LAMUSICA.COM & DESIGN	May 16, 2008	3560286
LAMUS CA.COM...Y MAS	January 13, 2009	3560335
LAMUSICA.COM	December 16, 2008	3546334