

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Amendment and Reaffirmation of Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Border Media Business Trust		03/30/2010	TRUST: DELAWARE
BMBT Mexico Holdings, LLC		03/30/2010	LIMITED LIABILITY COMPANY: DELAWARE
BMP Radio, L.P.		03/30/2010	LIMITED PARTNERSHIP: TEXAS
BMP San Antonio License Company, L.P.		03/30/2010	LIMITED PARTNERSHIP: TEXAS
BMP San Antonio Asset Company, L.P.		03/30/2010	LIMITED PARTNERSHIP: TEXAS
BMP RGV License Company, L.P.		03/30/2010	LIMITED PARTNERSHIP: TEXAS
Amigo Broadcasting L.P.		03/30/2010	LIMITED PARTNERSHIP: TEXAS
BMP 100.5FM, L.P.		03/30/2010	LIMITED PARTNERSHIP: TEXAS
BMP Austin License Company, L.P.		03/30/2010	LIMITED PARTNERSHIP: TEXAS
BMP DFW License Company, L.P.		03/30/2010	LIMITED PARTNERSHIP: TEXAS
BMP Waco License Company, L.P.		03/30/2010	LIMITED PARTNERSHIP: TEXAS
BMP Austin Asset Company, L.P.		03/30/2010	LIMITED PARTNERSHIP: TEXAS
BMP DFW Asset Company, L.P.		03/30/2010	LIMITED PARTNERSHIP: TEXAS
BMP Waco Asset Company, L.P.		03/30/2010	LIMITED PARTNERSHIP: TEXAS

**RECEIVING PARTY DATA**

<b>Name:</b>	FORTRESS VALUE RECOVERY FUND I LLC
<b>Street Address:</b>	1345 Avenue of the Americas, 46th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK

CH \$115.00 77693913

**900158747**

**TRADEMARK**  
**REEL: 004179 FRAME: 0304**

Postal Code:	10105
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	77693913	SALIFE
Registration Number:	3496284	LA M
Serial Number:	77564746	SAN ANTONIO LIFE
Serial Number:	77564758	BORDER MEDIA

**CORRESPONDENCE DATA**

Fax Number: (202)551-0305  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-551-1905  
 Email: cindyfraser@paulhastings.com  
 Correspondent Name: Cindy Fraser, Senior Paralegal  
 Address Line 1: 875 15th Street, NW  
 Address Line 2: Paul, Hastings, Janofsky & Walker LLP  
 Address Line 4: Washington, DC, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Cindy Fraser, Senior Paralegal
Signature:	/Cindy Fraser, Senior Paralegal/
Date:	04/02/2010

**Total Attachments: 10**  
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**SECOND AMENDMENT AND REAFFIRMATION  
OF TRADEMARK SECURITY AGREEMENT**

This SECOND AMENDMENT AND REAFFIRMATION OF TRADEMARK SECURITY AGREEMENT (this "Amendment") is entered into as of this 30th day of March, 2010, among each of the parties listed on the signature pages hereto (each a "Grantor", and individually and collectively, jointly and severally, the "Grantors") and FORTRESS VALUE RECOVERY FUND I LLC (formerly known as D.B. Zwirn Special Opportunities Fund, LLC), a Delaware limited liability company, as administrative agent for the Lender Group (as defined in the Loan Agreement (as defined below)) ("Agent").

WITNESSETH:

WHEREAS, Border Media Partners, LLC, a Delaware limited liability company ("Prior Parent"), each of Prior Parent's Subsidiaries identified on the signature pages thereof (such Subsidiaries, together with Prior Parent, are referred to hereinafter each individually as an "Existing Borrower", and individually and collectively, jointly and severally, as the "Existing Borrowers"), the lenders party thereto from time to time ("Lenders") and Agent are parties to that certain Amended and Restated Loan Agreement, dated as of December 23, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, in connection with the consummation of the transactions contemplated by that certain Forbearance Agreement and Eleventh Amendment to Amended and Restated Loan and Security Agreement, dated as of July 9, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Forbearance Agreement"), by and among the Existing Borrowers, each of the guarantors identified on the signature pages thereof, those certain equity holders of Prior Parent identified on the signature pages thereof, Lenders and Agent, effective as of the date hereof, (a) Prior Parent has transferred all of its properties and assets (including all of the trademarks and other intellectual property owned, directly or indirectly, by Prior Parent) to Border Media Business Trust, a Delaware common law business trust (the "Trust"), and its Subsidiaries, and (b) Prior Parent has assigned, and the Trust has assumed, substantially all of Prior Parent's obligations and liabilities outstanding as of the date hereof (including all of Prior Parent's obligations and liabilities in respect of the Additional Advance Term Loans and the Restructured Debt (as defined in the Forbearance Agreement) under the Loan Agreement and the other Loan Documents (as defined therein));

WHEREAS, in order to further evidence the Trust's assumption of the Additional Advance Term Loans and the Restructured Debt, the Trust and its existing Subsidiaries, BMBT Mexico Holdings, LLC, a Delaware limited liability company ("Mexico U.S.");

Holdings), BMBT RGG Holdings, S. de R.L. de C.V., a Mexican variable capital limited liability company ("Mexico RGG Holdings"), BMBT Comercial Holdings I, S. de R.L. de C.V., a Mexican variable capital limited liability company ("Mexico Comercial Holdings I"), and BMBT Comercial Holdings II, S. de R.L. de C.V., a Mexican variable capital limited liability company ("Mexico Comercial Holdings II" and together with Mexico U.S. Holdings, Mexico RGG Holdings and Mexico Comercial Holdings I, the "Trust Subsidiaries"), have entered into that certain Assumption and Joinder Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified, the "Joinder Agreement"), among the Trust, the Trust Subsidiaries and Agent;

WHEREAS, in order to provide for the transfer by Prior Parent to the Trust of all of Prior Parent's right, title and interest in and to the trademarks, service marks, trademark and service mark registrations, and trademark and service mark applications, together with all goodwill associated therewith, included in the Trust Assets (as defined in the Forbearance Agreement) (collectively, the "Intellectual Property"), Prior Parent and the Trust have entered into that certain Intellectual Property Assignment Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "IP Assignment Agreement");

WHEREAS, each of the grantors listed on the signature pages thereto (collectively, the "Grantors") and Agent are parties to that certain Trademark Security Agreement, dated as of January 30, 2004, as amended by that certain First Amendment, Joinder and Reaffirmation of Trademark Security Agreement, dated as of December 23, 2004 (as amended hereby and as further amended, restated, supplement or otherwise modified from time to time, the "Trademark Security Agreement"), pursuant to which such grantors granted to Agent a continuing Lien on the Trademarks (as defined therein); and

WHEREAS, pursuant to the Joinder Agreement, the Trust assumed all of Prior Parent's obligations and liabilities under, among other things, the Trademark Security Agreement, and joined the Trademark Security Agreement as a "Grantor" for all purposes and with the same force and effect as if originally named a "Grantor" thereunder;

WHEREAS, in order to evidence such assumption and joinder and to provide for the grant of a first priority security interest and lien in and to all of the Intellectual Property acquired by the Trust pursuant to the transactions described in the foregoing, Grantors and Agent have agreed to amend the Trademark Security Agreement as set forth below.

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that capitalized terms used herein shall have the meanings ascribed to them in the Trademark Security Agreement, and each Grantor

hereby affirms that the Trademark Security Agreement shall in all respects be a continuing, absolute, unconditional and irrevocable pledge of the Trademarks to secure, without interruption or impairment of any kind, all Obligations, and shall remain in full force and effect until all Obligations have been paid in full pursuant to the terms of the Loan Agreement, and each Grantor not previously a party to the Trademark Security Agreement hereby joins as a "Grantor" thereunder.

Grantors and Agent hereby further agree that:

1. Schedule 1 to the Trademark Security Agreement is hereby deleted in its entirety and Schedule 1 attached hereto is substituted in lieu thereof.

2. Upon the effectiveness of this Amendment, on and after the date hereof, each reference in the Trademark Security Agreement to "this Agreement," "hereunder," "hereof" or words of like import referring to the Trademark Security Agreement, and each reference in the other Loan Documents to "the Trademark Security Agreement," "thereunder," "thereof" or words of like import referring to the Trademark Security Agreement shall mean and be a reference to the Trademark Security Agreement as amended hereby.

3. This Amendment does not evidence a termination of the granting of the Liens contained in the Trademark Security Agreement. The Liens granted pursuant to the Trademark Security Agreement as in effect prior to the date hereof shall remain in full force and effect and shall be continuing in all respects.

4. Each Grantor hereby confirms its obligations under the Trademark Security Agreement and agrees that the Liens granted to Agent, for the benefit of the Lender Group, in the Trademarks under the Trademark Security Agreement shall remain outstanding and in full force and effect in accordance with the Loan Agreement and shall secure all of the Obligations.

5. Each Grantor represents and warrants to Agent that this Amendment has been duly executed and delivered by such Grantor and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as enforceability thereof may be limited by bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium or other similar laws affecting creditors' rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

6. This Amendment may be executed (including by facsimile or other electronic transmission) in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment.

7. Except as specifically modified and amended hereby, the Trademark Security Agreement shall remain extant and in full force and effect.

8. This Amendment shall be deemed to be a Loan Document for all purposes.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Amendment to be executed and delivered as of the date first above written.

**GRANTORS:**

**BORDER MEDIA BUSINESS TRUST**


By: W. Lawrence Patrick  
Name: W. Lawrence Patrick  
Title: Trustee

**BMBT MEXICO HOLDINGS, LLC,**  
a Delaware limited liability company

By: W. Lawrence Patrick  
Name: W. Lawrence Patrick  
Title: President


**BMP RADIO, L.P.,**  
a Texas limited partnership

By: BMP Gen Par, LLC, its General Partner

By:   
Name: Joan Leonard  
Title: Senior Vice President/Controller

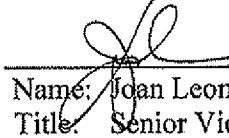
**BMP SAN ANTONIO LICENSE COMPANY, L.P.,**  
a Texas limited partnership

By: BMP Gen Par, LLC, its General Partner

By:   
Name: Joan Leonard  
Title: Senior Vice President/Controller


**BMP SAN ANTONIO ASSET COMPANY, L.P.,**  
a Texas limited partnership

By: BMP Gen Par, LLC, its General Partner

By:   
Name: Joan Leonard  
Title: Senior Vice President/Controller

**BMP RGV LICENSE COMPANY, L.P.,**  
a Texas limited partnership

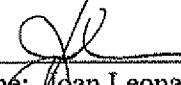
By: BMP Gen Par, LLC, its General Partner

By:   
Name: Joan Leonard  
Title: Senior Vice President/Controller




**AMIGO BROADCASTING L.P.,**  
a Texas limited partnership

By: BMP Gen Par, LLC, its General Partner

By:   
Name: Joan Leonard  
Title: Senior Vice President/Controller

**BMP 100.5FM, L.P.,**  
a Texas limited partnership

By: BMP Gen Par, LLC, its General Partner

By:   
Name: Joan Leonard  
Title: Senior Vice President/Controller

**BMP AUSTIN LICENSE COMPANY, L.P.,**  
a Texas limited partnership

By: BMP Gen Par, LLC, its General Partner

By:   
Name: Joan Leonard  
Title: Senior Vice President/Controller


**BMP DFW LICENSE COMPANY, L.P.,**  
a Texas limited partnership

By: BMP Gen Par, LLC, its General Partner

By:   
Name: Joan Leonard  
Title: Senior Vice President/Controller

**BMP WACO LICENSE COMPANY, L.P.,**  
a Texas limited partnership

By: BMP Gen Par, LLC, its General Partner

By:   
Name: Joan Leonard  
Title: Senior Vice President/Controller

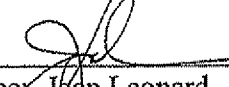
**BMP AUSTIN ASSET COMPANY, L.P.,**  
a Texas limited partnership

By: BMP Gen Par, LLC, its General Partner

By:   
Name: Joan Leonard  
Title: Senior Vice President/Controller

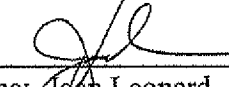
**BMP DFW ASSET COMPANY, L.P.,**  
a Texas limited partnership

By: BMP Gen Par, LLC, its General Partner

By:   
Name: Joan Leonard  
Title: Senior Vice President/Controller

**BMP WACO ASSET COMPANY, L.P.,**  
a Texas limited partnership

By: BMP Gen Par, LLC, its General Partner

By:   
Name: Joan Leonard  
Title: Senior Vice President/Controller

**AGENT:**

**FORTRESS VALUE RECOVERY FUND I LLC,**  
a Delaware limited liability company,  
as Agent

By: Fortress VRF Advisors I LLC, its investment manager,  
as agent and attorney-in-fact

By: \_\_\_\_\_  
Name: CONSTANTINE M. DAKOLIAS  
Title: PRESIDENT

SECOND AMENDMENT AND REAFFIRMATION OF  
TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 004179 FRAME: 0314**

**Schedule I  
Trademarks**

Registered or Pending Marks

<b>Grantor</b>	<b>Mark</b>	<b>Jurisdiction</b>	<b>Status</b>	<b>Application or Registration Number</b>	<b>Application or Registration Date</b>
Border Media Business Trust	SAlife	United States	Active	77693913	March 18, 2009
Border Media Business Trust	LA M	United States	Active	3496284	September 2, 2008
Border Media Business Trust	San Antonio Life	United States	Active	77564746	September 8, 2008
Border Media Business Trust	Border Media	United States	Active	77564758	September 8, 2008
Border Media Business Trust	Digital	United States	Abandoned	Serial No. 78/491274	September 29, 2004
Border Media Business Trust	La Mejor	United States	Abandoned	Serial No. 78/491263	September 29, 2004
Border Media Business Trust	Radio Festival	United States	Abandoned	Serial No. 78/491266	September 29, 2004

Unregistered (common law) Marks

Grantors hold unregistered intellectual property rights in the call signs and station websites for their current stations.

Grantors currently hold rights in the following station websites: [www.laley941fm.com](http://www.laley941fm.com), [www.KURV.com](http://www.KURV.com), [www.KSOX.com](http://www.KSOX.com), [www.agnewsnow.com](http://www.agnewsnow.com), and [www.wintertexan.net](http://www.wintertexan.net)