

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ENTRAVISION COMMUNICATIONS CORPORATION		07/27/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	GENERAL ELECTRIC CAPITAL CORPORATION, AS COLLATERAL TRUSTEE
Street Address:	2325 Lakeview Parkway, Suite 700
Internal Address:	Attn: Acct. Mgr. - Entravision Communications Corp.
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30009
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	2969439	ASI ES MI TIERRA
Registration Number:	1824629	CADENA SUPER ESTRELLA
Registration Number:	1993998	RADIO TRICOLOR
Registration Number:	2021380	RADIO ROMANTICA
Registration Number:	2025873	RADIO TRICOLOR MEXICANISIMA
Registration Number:	2550045	SUPER ESTRELLA
Registration Number:	2557707	MEXICANISIMA
Registration Number:	2563401	LA BUYA
Registration Number:	2566989	ENTRAVISION COMMUNICATIONS CORPORATION
Registration Number:	2566990	E
Registration Number:	2816681	CUMBIA CALIENTE
Registration Number:	2827061	SUPER ESTRELLA

OP \$890.00 2969439

900168039

**TRADEMARK
 REEL: 004249 FRAME: 0655**

Registration Number:	2839412	SIEMPRE A TU LADO
Registration Number:	2872029	VIVA ALTERNATIVA
Registration Number:	2876677	LA QUE PONE EL AMBIENTE
Registration Number:	2876791	EL REGRESO DE LAS CURVAS PELIGROSAS
Registration Number:	2922288	EL GATO
Registration Number:	2977172	103.5 THE BOMB
Registration Number:	2988626	GRUPERA Y CUMBIA PARA GOZAR
Registration Number:	3022830	OYE
Registration Number:	3025892	VIVA
Registration Number:	3026083	THE BOMB
Registration Number:	3063726	WHERE LATINOS LIVE
Registration Number:	3090323	REVENTÓN
Registration Number:	3092346	CANTE Y GANE
Registration Number:	3098041	REVENTÓN SUPER ESTRELLA
Registration Number:	3157489	INVASIÓN SUPER ESTRELLA
Registration Number:	3183677	JOSÉ
Registration Number:	3356291	LA TRICOLOR
Registration Number:	3356301	LA TRICOLOR PUROS TRANCAZOS
Registration Number:	3398142	CUENTE CON NOSOTROS
Registration Number:	3554830	EL SABOR DE LAS VEGAS
Registration Number:	3581755	E C MOVIL.COM
Registration Number:	3746279	SUPER ESTRELLA 107.1
Registration Number:	3751554	LA LISTA SUPER ESTRELLA

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-540-1235
Email: ipdocket@lw.com, kristin.azcona@lw.com
Correspondent Name: LATHAM & WATKINS LLP
Address Line 1: 650 Town Center Drive, 20th Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	025646-0540
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/

Date:

07/28/2010

Total Attachments: 8

source=Entravision Trademark Security Agreement#page1.tif

source=Entravision Trademark Security Agreement#page2.tif

source=Entravision Trademark Security Agreement#page3.tif

source=Entravision Trademark Security Agreement#page4.tif

source=Entravision Trademark Security Agreement#page5.tif

source=Entravision Trademark Security Agreement#page6.tif

source=Entravision Trademark Security Agreement#page7.tif

source=Entravision Trademark Security Agreement#page8.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 27, 2010, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as collateral trustee (in such capacity, together with its successors and permitted assigns, the “Collateral Trustee”) for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 27, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Entravision Communications Corporation (the “Company”), the other persons party thereto that are designated as a “Credit Party”, the lenders from time to time party thereto and GE Capital, as agent for the lenders, the lenders have severally agreed to make extensions of credit to the Company upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Indenture, dated as of July 27, 2010 (as the same may be modified from time to time, the “Indenture”), among the Company, the other persons party thereto that are designated as “Initial Guarantors” and Wells Fargo, National Bank, as trustee, the Company has or will issue senior secured notes in an aggregate principal amount of \$400,000,000 all as contemplated therein;

WHEREAS, each Grantor (other than the Company) has agreed, pursuant to a Guaranty of even date herewith in favor of the Collateral Trustee (the “Credit Agreement Guaranty”), to guarantee the Obligations (as defined in the Credit Agreement) of the Company;

WHEREAS, each Grantor (other than the Company) has agreed, pursuant to the Indenture (the “Senior Notes Guaranty”), to guarantee the Obligations (as defined in the Indenture); and

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Secured Debt Documents, each Grantor hereby agrees with the Collateral Trustee as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due

(whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Trustee for the benefit of the Secured Parties, and grants to the Collateral Trustee for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

1. all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
2. all renewals and extensions of the foregoing;
3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
4. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Trustee pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Trustee 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]


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.

Very truly yours,

ENTRAVISION COMMUNICATIONS
CORPORATION

as Grantor

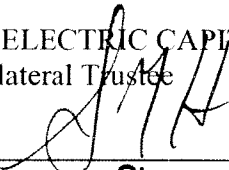
By:


Name: Walter F. Ulloa

Title: Chairman and CEO

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Collateral Trustee

By: 
Name: **Steven J. Heise**
Title: **Duly Authorized Signatory**

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004249 FRAME: 0661

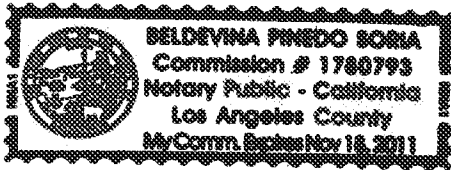
ACKNOWLEDGMENT OF GRANTOR

State of California)
County of Los Angeles)

ss.

On this 23 day of July, 2010 before me personally appeared Walter F. ULLDA, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Entravision Communications Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Beldena P. Soria
Notary Public



SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademarks owned by Entravision Communications Corporation:

<u>Registered Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
ASI ES MI TIERRA	2,969,439	July 19, 2005
THE BOMB	3,026,083	December 13, 2005
THE BOMB 103.5 & Bomb Design	2,977,172	July 26, 2005
CADENA SUPER ESTRELLA	1,824,629	March 1, 1994
CANTE Y GANE	3,092,346	May 16, 2006
CUENTE CON NOSOTROS	3,398,142	March 18, 2008
CUMBIA CALIENTE	2,816,681	February 24, 2004
ENTRAVISION COMMUNICATIONS CORPORATION	2,566,989	May 7, 2002
E (stylized)	2,566,990	May 7, 2002
EMOVIL & Design	3,581,755	February 24, 2009
EL GATO	2,922,288	February 1, 2005
EL REGRESO DE LAS CURVAS PELIGROSAS	2,876,791	August 24, 2004
EL SABOR DE LAS VEGAS	3,554,830	December 30, 2008
GRUPERA Y CUMBIA PARA GOZAR	2,988,626	August 30, 2005
INVASIÓN SUPER ESTRELLA	3,157,489	October 17, 2006

<u>Registered Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
JOSÉ	3,183,677	December 12, 2006
LA BUYA	2,563,401	April 23, 2002
LA LISTA SUPER ESTRELLA	3,751,554	February 23, 2010
LA QUE PONE EL AMBIENTE	2,876,677	August 24, 2004
LA TRICOLOR	3,356,291	December 18, 2007
LA TRICOLOR PUROS TRANCAZOS	3,356,301	December 18, 2007
MEXICANISIMA	2,557,707	April 9, 2002
OYE	3,022,830	December 6, 2005
RADIO ROMANTICA	2,021,380	December 3, 1996
RADIO TRICOLOR	1,993,998	August 13, 1996
RADIO TRICOLOR MEXICANISIMA	2,025,873	December 24, 1996
REVENTÓN	3,090,323	May 9, 2006
REVENTÓN SUPER ESTRELLA	3,098,041	May 30, 2006
SIEMPRE A TU LADO	2,839,412	May 11, 2004
SUPER ESTRELLA	2,550,045	March 19, 2002
SUPER ESTRELLA & Design	2,827,061	March 30, 2004
SUPER ESTRELLA 107.1 & Design	3,746,279	February 9, 2010
VIVA	3,025,892	December 13, 2005
VIVA ALTERNATIVA	2,872,029	August 10, 2004
WHERE LATINOS LIVE	3,063,726	February 28, 2006

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.