

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

03/18/2011
 900186931

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Amended and Restated Service Marks and Trademarks Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Liberman Television of Houston LLC		03/18/2011	LIMITED LIABILITY COMPANY: DELAWARE
Liberman Television LLC		03/18/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
KRCA Television LLC		03/18/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
Liberman Broadcasting of California LLC		03/18/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
Liberman Broadcasting of Dallas LLC		03/18/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Trustee		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	a banking institution: <i>U.S.A. Citizenship</i>		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Serial Number:	76564762	LA RAZA TV	
Registration Number:	3464395	ALARMA TV	
Registration Number:	3648816	ESTUDIO DOS	
Registration Number:	3288703	ESTUDIO 2	
Registration Number:	2950622	NOTICIAS 62	
Registration Number:	2980520	BUSCANDO AMOR	
Registration Number:	3056810	LOS ANGELES EN VIVO	
Registration Number:	2986929	JOSÉ LUIS SIN CENSURA	

CH \$565.00 76564762

700461341

TRADEMARK
 REEL: 004526 FRAME: 0255

Registration Number:	2984585	LOS ANGELES AL DIA
Registration Number:	2950623	SEGUNDA CITA
Registration Number:	3066878	DIVORCIO USA
Registration Number:	3013690	SECRETOS
Registration Number:	3029912	GANA LA VERDE
Registration Number:	3068094	CASA
Registration Number:	3472972	EL NORTE
Registration Number:	3473001	LA NORTEÑA
Registration Number:	2730212	LA RANCHERA
Registration Number:	3043277	LOS GUAPOS DE LA MANANA
Serial Number:	76296584	LA RAZA 98.5 Y 103.3 FM
Serial Number:	76296575	LA ESTACION DE LA RAZA
Serial Number:	76498401	AQUI MANDA LA RAZA
Serial Number:	77589517	LOS CHUPERAMIGOS

CORRESPONDENCE DATA

Fax Number: (617)227-4420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 6172390746

Email: kouimet@eapdlaw.com

Correspondent Name: Kristine L Ouimet, Senior Paralegal

Address Line 1: 111 Huntington Avenue

Address Line 2: Edwards Angell Palmer & Dodge LLP

Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER: 204433.0001

NAME OF SUBMITTER: Kristine L. Ouimet

Signature: /Kristine L Ouimet/

Date: 03/18/2011

Total Attachments: 7

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AMENDED AND RESTATED SERVICE MARKS AND TRADEMARKS AGREEMENT

THIS AMENDED AND RESTATED SERVICE MARKS AND TRADEMARKS AGREEMENT (this "Agreement") is made by and among Liberman Television of Houston LLC, a Delaware limited liability company and successor by merger to Liberman Broadcasting of Houston, Inc., a California corporation ("Liberman Broadcasting of Houston"), Liberman Broadcasting of Dallas LLC, a Delaware limited liability company and successor by merger to Liberman Broadcasting of Dallas, Inc., a California corporation ("Liberman Broadcasting of Dallas"), Liberman Television LLC, a California limited liability company and successor by conversion to Liberman Television, Inc., a California corporation ("Liberman Television"), Liberman Broadcasting of California LLC, a California limited liability company and successor by conversion to Liberman Broadcasting, Inc., a California corporation ("Liberman Broadcasting of California") and KRCA Television LLC, a California limited liability company and successor by conversion to KRCA Television, Inc., a California corporation ("KRCA Television" and collectively with Liberman Broadcasting of Houston, Liberman Broadcasting of Dallas, Liberman Television and Liberman Broadcasting of California, each a "Pledgor" and collectively, the "Pledgors"), each having a principal place of business at 1845 Empire Avenue, Burbank, California 91504 and Credit Suisse AG, Cayman Islands Branch, acting in the capacity as Collateral Trustee (as successor to Credit Suisse, Cayman Islands Branch, in its capacity as collateral agent, as successor to Credit Suisse First Boston, Cayman Islands Branch, in its capacity as administrative agent, as successor to Fleet National Bank, in its capacity as administrative agent) for the benefit of itself and the other lenders party to the Credit Agreement referred to below (in such capacity, the "Collateral Trustee"). This Agreement amends and restates in its entirety, each of (i) that certain Service Marks and Trademarks Agreement dated on or about June 11, 2004, as amended, by and among certain of the Pledgors and Credit Suisse First Boston, Cayman Islands Branch, as administrative agent, (ii) that certain Service Marks and Trademark Agreement dated on or about May 8, 2006, as amended, by and among certain of the Pledgors and Credit Suisse, Cayman Islands Branch, as collateral agent, and (iii) that certain Service Marks and Trademark Agreement dated on or about May 16, 2007, as amended, by and among certain of the Pledgors and Credit Suisse, Cayman Islands Branch, as collateral agent.

WITNESSETH:

WHEREAS each Pledgor is the respective owner and user of the United States registered service marks, trademarks and/or applications filed with the United States Patent and Trademark Office and listed on the attached Schedule A (collectively, the "Service Marks and Trademarks");

WHEREAS, each Pledgor is a guarantor under the terms of an Amended and Restated Credit Agreement among LBI Media, Inc. (the "Borrower"), the guarantors party thereto from time to time, the lenders party thereto from time to time (the "Lenders"), Credit Suisse Securities (USA) LLC, as Lead Arranger, Credit Suisse AG, Cayman Islands Branch, as Administrative Agent (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent") and the Collateral Trustee, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed, subject to the terms and conditions set forth therein, to make certain Loans (as defined in the Credit Agreement) and extend other credit accommodations to the Borrower, and certain of the Lenders (collectively, the "Issuing Lenders") have agreed, subject to the terms and conditions set forth therein, to issue certain letters of credit for the account of the Borrower;

WHEREAS each Pledgor's guaranty under the Credit Agreement is secured according to the terms of that certain Amended and Restated Security Agreement dated as of the date hereof, among the Borrower, certain other Credit Parties and the Collateral Trustee, pursuant to which each Pledgor has

granted to the Collateral Trustee a security interest in, among other things, the Service Marks and Trademarks;

WHEREAS the parties to the Security Agreement contemplate and intend that, if an Event of Default (as defined in the Security Agreement) shall occur and be continuing, the Collateral Trustee shall have all rights of a secured party in and to the Service Marks and Trademarks and any proceeds thereof in accordance with the terms and conditions of the Security Agreement, including, without limitation, the right to exercise its remedies under the Security Agreement in accordance with the terms and conditions of the Security Agreement in connection with all of the Pledgors' right, title and interest in the Service Marks and Trademarks;

WHEREAS, pursuant to the Indenture of even date herewith (as the same may be amended, modified, restated and/or supplemented from time to time, the "Indenture") among the Borrower, the other persons party thereto that are designated as "Guarantors" and U.S. Bank National Association, as trustee (in such capacity, and together with any successor trustee, the "Indenture Trustee"), the Borrower has or will issue senior secured notes (the "Senior Notes") in the original maximum principal amount of \$220,000,000, provided that such amount may be increased to an aggregate original maximum principal amount of \$240,000,000 upon receipt by the Administrative Agent of the Supplemental Indenture (as defined in the Credit Agreement), all as contemplated therein;

WHEREAS, the Borrower, the guarantors from time to time party thereto, the Indenture Trustee, the Administrative Agent, the other priority debt representatives from time to time party thereto and the Collateral Trustee have entered into that certain Collateral Trust and Intercreditor Agreement of even date herewith (as the same may be amended, modified, restated and/or supplemented from time to time, the "Collateral Trust Agreement"; except as otherwise expressly defined herein, all capitalized terms shall have the meanings ascribed to them in the Collateral Trust Agreement) setting forth certain rights of the Collateral Trustee and the Secured Parties with respect to the Collateral;

WHEREAS, pursuant to the Collateral Trust Agreement, each Priority Debt Representative, on behalf of itself and each holder of Priority Lien Obligations, and each holder of Priority Lien Obligations acting through its Priority Debt Representative has appointed the Collateral Trustee for the current and future holders of the Priority Lien Obligations;

WHEREAS, each Guarantor has agreed to guaranty the Obligations (as defined in the Credit Agreement) of the Borrower pursuant to Article 3 of the Credit Agreement;

WHEREAS, each Guarantor has agreed to guaranty the Obligations (as defined in the Indenture) of the Borrower pursuant to Section 11.01 of the Indenture;

WHEREAS, each Plegor will derive substantial direct and indirect benefits from the making of the extensions of credit under the Credit Agreement and the issuance of the Senior Notes under the Indenture; and

WHEREAS, it is a condition precedent to the obligation of the Lenders and the Issuing Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement and the obligation of the initial purchasers to purchase the Senior Notes that the Pledgors shall have executed and delivered this Agreement to the Collateral Trustee;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors hereby agree as follows:

The Pledgors hereby reconfirm the terms of the Security Agreement. The Pledgors further hereby pledge and grant to the Collateral Trustee a security interest in all of the Pledgors' right, title and interest in and to the Service Marks and Trademarks, together with the good will of the business symbolized by the Service Marks and Trademarks, the registrations and/or applications for registration of the Service Marks and Trademarks listed on Schedule A attached hereto, and all of the Pledgors' right, title and interest in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Service Marks and Trademarks (collectively, the "Service Mark and Trademark Collateral"), subject in all events to the terms and conditions of the Security Agreement.

The pledge and grant of a security interest in the Service Mark and Trademark Collateral by the Pledgors pursuant hereto secures the payment of all Secured Obligations (as defined in the Security Agreement) in accordance with the terms and conditions of the Security Agreement and the Collateral Trust Agreement.

The Pledgors authorize and request that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Agreement.

This Agreement has been entered into in connection with the Security Agreement and the Collateral Trust Agreement, and the Pledgors and the Collateral Trustee each hereby acknowledge and agree that the pledge and grant of a security interest hereunder in, and the rights and remedies of the Collateral Trustee with respect to the Service Mark and Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference. In the event of any inconsistency between the terms of this Agreement and the Security Agreement, the Security Agreement shall control.

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Pledgors and the Collateral Trustee have caused this Amended and Restated Service Marks and Trademarks Agreement to be duly executed and delivered by their officers thereunto duly authorized as of the 18th day of March, 2011.

PLEDGORS:

LIBERMAN TELEVISION OF HOUSTON LLC
LIBERMAN TELEVISION LLC
KRCA TELEVISION LLC
LIBERMAN BROADCASTING OF CALIFORNIA
LLC
LIBERMAN BROADCASTING OF DALLAS LLC

By: 

Name: Wisdom Lu

Title: Chief Financial Officer

(Amended and Restated Service Marks and Trademarks Agreement)

TRADEMARK
REEL: 004526 FRAME: 0260

COLLATERAL TRUSTEE:

CREDIT SUISSE AG,
CAYMAN ISLANDS BRANCH,
as Collateral Trustee for itself and other Secured Parties

By: COA
Name: William O'Daly
Title: Director

By: Sauja Gazali
Name: Sauja Gazali
Title: Associate

(Amended and Restated Service Marks and Trademarks Agreement)

SCHEDULE A

LIBERMAN TELEVISION OF HOUSTON LLC

Service Mark/Trademark	Registration No.	Serial No.
LA RAZA TV	-	76/564762

LIBERMAN TELEVISION LLC

Service Mark/Trademark	Registration No.	Serial No.
ALARMA TV	3464395	78/908816

KRCA TELEVISION LLC

Service Mark/Trademark	Registration No.	Serial No.
ESTUDIO DOS	3648816	78/573231
ESTUDIO 2	3288703	78/573243
NOTICIAS 62	2950622	76/564754
BUSCANDO AMOR	2980520	76/564755
LOS ANGELES EN VIVO	3056810	76/564756
JOSE LUIS SIN CENSURA	2986929	76/564757
LOS ANGELES AL DIA	2984585	76/564759
SEGUNDA CITA	2950623	76/564760
DIVORCIO USA	3066878	76/585832
SECRETOS	3013690	76/585833
GANA LA VERDE	3029912	76/585834

LIBERMAN BROADCASTING OF DALLAS LLC

Service Mark/Trademark	Registration No.	Serial No.
CASA	3068094	78/592410

LIBERMAN BROADCASTING OF CALIFORNIA LLC

Service Mark/Trademark	Registration No.	Serial No.
EL NORTE	3472972	77/084987
LA NORTENA	3473001	77/084987
LA RANCHERA	2730212	76/296971
LOS GUAPOS DE LA MANANA	3043277	76/545205
98.5/103.3 FM LA RAZA	-	76/296584
LA ESTACION DE LA RAZA	-	76/296575
AQUI MANDA LA RAZA	-	76/498401
LOS CHUPERAMIGOS	-	77/589517

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