

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mega Media Holdings, Inc.		02/07/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	166 Mercer Street, Suite 2R		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10012		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3499475	LA MEGA SE PEGA	
Registration Number:	3400548	MEGA CINE	
Registration Number:	3303256	MEGA EN VIVO	
Registration Number:	3189970	MEGA TV	
Registration Number:	3288663	MEGA TV	
Registration Number:	3232238	MEGAFONO	
Serial Number:	77579815	TELEVISION ADICTIVA	
CORRESPONDENCE DATA			
Fax Number:	(212)836-6667		
Phone:	2128368469		
Email:	Viktoriya.Karshenboyem@kayescholer.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Viktoriya Karshenboyem		
Address Line 1:	425 Park Avenue		
Address Line 2:	Kaye Scholer LLP		

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 58211-0088

NAME OF SUBMITTER: Viktoriya Karshenboyem

Signature: /viktoriya karshenboyem/

Date: 02/10/2012

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of February 7, 2012, is made by MEGA MEDIA HOLDINGS, INC., a Delaware corporation, located at 2601 South Bayshore Drive, PH2, Coconut Grove, Florida 33133, (the "Grantor"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent (the "Collateral Agent") for the Secured Parties under the Indenture, dated as of February 7, 2012 (as amended, supplemented, waived or otherwise modified from time to time, the "Indenture"), among Spanish Broadcasting System, Inc. (the "Issuer"), the Trustee named therein and the Collateral Agent, pursuant to which the Issuer has issued \$275,000,000 in aggregate principal amount of its 12.5% Senior Secured Notes due 2017 (the "Notes").

W I T N E S S E T H:

WHEREAS, the terms of the Indenture require that the Grantor shall have entered into agreements in order to grant to the Collateral Agent for the benefit of the holders of the outstanding Notes a security interest in the Collateral;

WHEREAS, in connection with the Indenture, the Issuer and certain Subsidiaries have executed and delivered a Security Agreement, dated as of February 7, 2012, in favor of the Collateral Agent (as amended, supplemented, waived or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties described therein a continuing security interest in all Intellectual Property Collateral, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Indenture and the Security Agreement.

Section 2. Grant of Security Interest. The Grantor hereby grants a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto), to

the Collateral Agent for its benefit and the benefit of the Secured Parties to secure the due and punctual payment of the Secured Obligations.

Section 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

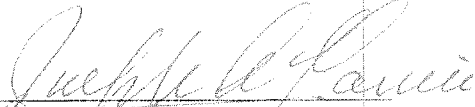
Section 5. Releases. Upon any sale or other disposition by the Grantor of any Collateral in a transaction permitted under the Indenture, the Lien and security interest created by this Agreement in and upon such Collateral shall be automatically released.

Section 6. Governing Law. This Agreement and all claims, disputes and matters arising hereunder or related hereto shall be governed by and construed under the laws of the State of New York.

Section 7. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page to this Agreement by electronic transmission shall be effective as delivery of an original executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MEGA MEDIA HOLDINGS, INC.

By: 

Name: Joseph A. Garcia

Title: Senior Executive Vice President, Chief Financial Officer,
Chief Administrative Officer and Secretary

Date: February 7th, 2012

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By: 

Name: BORIS TREYGER

Title: VICE PRESIDENT

Date: February 7, 2012

[Mega Media Holdings, Inc. – Trademark Security Agreement]

TRADEMARK

REEL: 004715 FRAME: 0358

ACKNOWLEDGMENT OF MEGA MEDIA HOLDINGS, INC.

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On the 7th day of February 2012, before me personally came Joseph A. Garcia, who is personally known to me to be the Senior Executive Vice President, Chief Financial Officer, Chief Administrative Officer and Secretary of Mega Media Holdings, Inc., a Delaware corporation; who, being duly sworn, did depose and say that he is the Senior Executive Vice President, Chief Financial Officer, Chief Administrative Officer and Secretary of such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

LOUIS A. PETROCELLI III
Notary Public, State of New York
No. 02PE6136678
Qualified in Kings County
Certificate Filed in New York County
Commission Expires Nov. 14, 2013

(PLACE STAMP AND SEAL ABOVE)

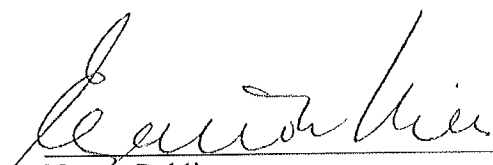
[Mega Media Holdings, Inc. -- Trademark Security Agreement]

TRADEMARK
REEL: 004715 FRAME: 0359

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On the 7th day of February 2012, before me personally came Boris Treyger, who is personally known to me to be the Vice President of Wilmington Trust, National Association; who, being duly sworn, did depose and say that she/he is the Vice President of such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

ELIZABETH WILMS
Notary Public - State of New York
No. 01WI6210977
Qualified in Kings County
(PLACE STAMP AND SEAL ABOVE)
My Commission Expires September 8, 2013

[Mega Media Holdings, Inc. — Trademark Security Agreement]

TRADEMARK

REEL: 004715 FRAME: 0360

SCHEDULE A

U.S. Trademark Registrations and Applications

Grantor	Trademark	Reg./App. Number	Reg./App. Date
Mega Media Holdings, Inc.	LA MEGA SE PEGA	3499475	09-Sep-2008
Mega Media Holdings, Inc.	MEGA CINE	3400548	25-Mar-2008
Mega Media Holdings, Inc.	MEGA EN VIVO	3303256	02-Oct-2007
Mega Media Holdings, Inc.	MEGA TV	3189970	26-Dec-2006
Mega Media Holdings, Inc.	MEGA TV & Design	3288663	04-Sep-2007
Mega Media Holdings, Inc.	MEGAFONO	3232238	24-Apr-2007
Mega Media Holdings, Inc.	TELEVISION ADICTIVA	77/579,815	26-Sep-2008