

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
Spanish Broadcasting System of Puerto Rico, 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: 1			
Property Type	Number	Word Mark	
Registration Number:	2214938	COSMOS 94 TU EMISORA RADIOACTIVA	
CORRESPONDENCE DATA			
Fax Number:	(212)836-6667		
Phone:	2128368469		
Email:	mgodler@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/		

CH \$40.00 2214938

Date:

02/10/2012

Total Attachments: 7

source=Short Form Trademark Agreement - Spanish Broadcasting System of Puerto Rico Inc#page1.tif

source=Short Form Trademark Agreement - Spanish Broadcasting System of Puerto Rico Inc#page2.tif

source=Short Form Trademark Agreement - Spanish Broadcasting System of Puerto Rico Inc#page3.tif

source=Short Form Trademark Agreement - Spanish Broadcasting System of Puerto Rico Inc#page4.tif

source=Short Form Trademark Agreement - Spanish Broadcasting System of Puerto Rico Inc#page5.tif

source=Short Form Trademark Agreement - Spanish Broadcasting System of Puerto Rico Inc#page6.tif

source=Short Form Trademark Agreement - Spanish Broadcasting System of Puerto Rico Inc#page7.tif

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 SPANISH BROADCASTING SYSTEM OF PUERTO RICO, 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.

SPANISH BROADCASTING SYSTEM OF PUERTO
RICO, 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

[Spanish Broadcasting System of Puerto Rico, Inc. — Trademark Security Agreement]

TRADEMARK

REEL: 004715 FRAME: 0445

ACKNOWLEDGMENT OF
SPANISH BROADCASTING SYSTEM OF PUERTO RICO, 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 Spanish Broadcasting System of Puerto Rico, 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.

Louis A. Petrocelli III
Notary Public

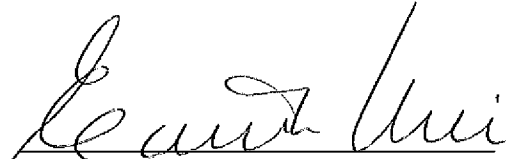
LOUIS A. PETROCELLI III
Notary Public, State of New York
No. 02PFG138678
Qualified in Kings County
Certificate Filed in New York County
Commission Expires Nov. 14, 2013

(PLACE STAMP AND SEAL ABOVE)

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. 01W16210977
Qualified in English
(PLACE STAMP AND SEAL ABOVE)
My Commission Expires September 8, 2013

SCHEDULE A

U.S. Trademark Registrations and Applications

Grantor	Trademark	Reg./App. Number	Reg./App. Date
Spanish Broadcasting System of Puerto Rico, Inc. (DE)	COSMOS 94 TU EMISORA RADIOACTIVA AND DESIGN	2,214,938	24-Jan-1996