

## 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
Grupo Radio Centro LA, LLC		08/20/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Island Branch		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3977437	PAGA TUS CUENTAS	
Serial Number:	85425941	EL HIT PARADE DE MEXICO	
CORRESPONDENCE DATA			
Fax Number:	9177774104		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-735-3000		
Email:	mmcguire@skadden.com		
Correspondent Name:	Skadden Arps Slate Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Attn: John Deming, Esq.		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	217730/2501		
NAME OF SUBMITTER:	John Deming		

Signature:	/John Deming/
Date:	09/14/2012
<b>Total Attachments: 6</b> source=Trademark Short Form Security Agreement (Executed Copy)#page1.tif source=Trademark Short Form Security Agreement (Executed Copy)#page2.tif source=Trademark Short Form Security Agreement (Executed Copy)#page3.tif source=Trademark Short Form Security Agreement (Executed Copy)#page4.tif source=Trademark Short Form Security Agreement (Executed Copy)#page5.tif source=Trademark Short Form Security Agreement (Executed Copy)#page6.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 20, 2012 (this "Agreement") is made by Grupo Radio Centro LA, LLC, a limited liability company with offices located at 2600 West Olive Avenue, Suite 850, Burbank, California 91505 (the "Grantor"), in favor of Credit Suisse AG, Cayman Islands Branch, a Swiss national bank with offices located at Eleven Madison Avenue, New York, New York 10010, as administrative agent under the Credit Agreement (as defined below) for the benefit of the Secured Parties (in such capacity, the "Administrative Agent").

WHEREAS, the 93.9 Holdings Inc. and the Administrative Agent, among others, are party to that certain Credit Agreement, dated as of August 20, 2012 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Grantor and the Administrative Agent, among others, are party to that certain Guarantee Agreement, dated as of August 20, 2012 (as amended, supplemented, restated or otherwise modified from time to time, the "Guarantee Agreement"), pursuant to which the Grantor agreed to guarantee the obligations of 93.9 Holdings, LLC under the Credit Agreement;

WHEREAS, the Grantor and the Administrative Agent, among others, are party to that certain Security Agreement, dated as of August 20, 2012 (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the Trademark Collateral (as defined below) now owned or any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Administrative Agent this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor agrees with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

Section 1. Definitions. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Security Agreement.

Section 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the following property now owned or any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete

payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

- (i) all trademarks, trade names, company names, business names, fictitious business names, trade dress, service marks, logos and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office, any State of the United States or any other country or any political subdivision thereof, or otherwise, including those registrations, recordings and applications set forth on Schedule I hereto, all common-law rights related thereto and all goodwill associated therewith;
- (ii) the right to obtain all renewals thereof;
- (iii) all rights to sue at law or in equity for any infringement, dilution or other violation thereof, including the right to receive all proceeds and damages therefrom; and
- (iv) all Proceeds (including the Station Proceeds), Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

Notwithstanding any of the other provisions set forth in this Section 2, in no event shall the security interest granted under this Section 2 attach to any applications for trade marks or service marks filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act, but only if and to the extent that the granting of a security interest in such applications would result in the invalidation of such applications or any registrations resulting from such applications; provided, that to the extent that such applications are excluded from the Trademark Collateral, upon the accepted filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or "Amendment to Allege Use," pursuant to Section 1(c) of the Lanham Act, such application shall automatically be included in the Trademark Collateral without further action on the part of any party.

Section 3. Security Agreement. The foregoing security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. Term. This Agreement shall be coterminous with the Security Agreement, as such term is set forth therein.

Section 5. Governing Law. In all respects, including all matters of construction, validity and performance, this Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.


Section 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

*[Signature page follows]*

[Signature Page]  
[Trademark Security Agreement]

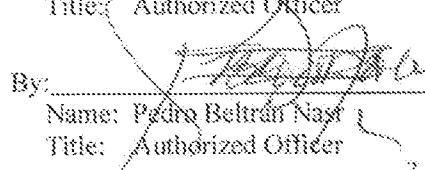
IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

GRUPO RADIO CENTRO S.A. LLC

By:  \_\_\_\_\_

Name: Carlos Aguirre G.

Title: Authorized Officer

By:  \_\_\_\_\_

Name: Pedro Beltrán Nave

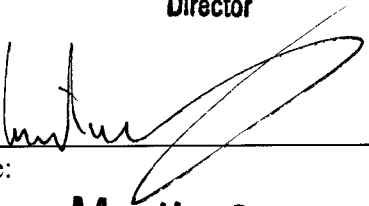
Title: Authorized Officer

[Signature Page]  
[Trademark Security Agreement]

ACCEPTED AND AGREED  
as of the date first above written:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,  
as Administrative Agent

By:   
Name: **Michael Jakob**  
Title: **Director**

By:   
Name: **Martin Cameo**  
Title: **Director**

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

<b>Trademark</b>	<b>Owner</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
Paga Tus Cuentas	GRUPO RADIO CENTRO LA, LLC	85164090	October 28, 2010	3977437	June 14, 2011
EL HIT PARADE DE MEXICO	GRUPO RADIO CENTRO LA, LLC	85425941	September 19, 2011		