

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		05/31/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	GENERAL ELECTRIC CAPITAL CORPORATION, AS COLLATERAL TRUSTEE
Street Address:	11175 CICERO DRIVE, SUITE 600
City:	ALPHARETTA
State/Country:	GEORGIA
Postal Code:	30022
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4302851	LUMINAR
Registration Number:	4261089	PERSPECTIVA NACIONAL
Serial Number:	85909720	LA TRICOLOR !PUROS TRANCAZOS!
Serial Number:	85908820	JOSÉ NUNCA SABES LO QUE VA TOCAR
Serial Number:	85905988	ENTRAVISION SOLUTIONS
Serial Number:	85979148	E
Serial Number:	85794622	ENTRAVISION
Serial Number:	85784681	EL GATO SALVAJEMENTE GRUPERO
Serial Number:	85783290	SALVAJEMENTE GRUPERA
Serial Number:	85767483	ENTRALEADS

CORRESPONDENCE DATA

Fax Number: 7147558290

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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:	05/31/2013

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 31, 2013, 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 May 31, 2013 (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]

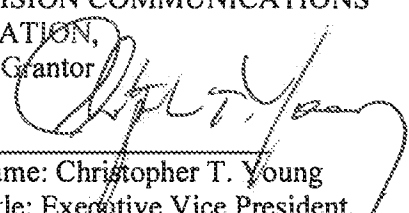
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ENTRAVISION COMMUNICATIONS
CORPORATION,

as Grantor

By: _____


Name: Christopher T. Young
Title: Executive Vice President,
Chief Financial Officer and
Treasurer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Collateral Trustee

By: _____
Name:
Title:

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:
Title:

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**

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT



Trademark Registrations

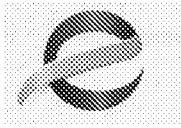

1. REGISTERED TRADEMARKS

Trademarks owned by Entravision Communications Corporation:

Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date
LUMINAR	U.S. Federal	Registered	85651151 6/13/12	4302851 3/12/13
PERSPECTIVA NACIONAL	U.S. Federal	Registered	85610831 4/27/12	4261089 12/18/12

2. TRADEMARK APPLICATIONS

Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date
LA TRICOLOR PUROS TRANCAZOS 	U.S. Federal	Pending	85909720 4/19/13	
JOSÉ NUNCA SABES LO QUE VA TOCAR 	U.S. Federal	Pending	85908820 4/18/13	
ENTRAVISION SOLUTIONS	U.S. Federal	Pending	85905988 4/16/13	

Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date
E 	U.S. Federal	Pending	85979148 12/28/12	
E 	U.S. Federal	Pending Intent to Use	85811963 12/28/12	
ENTRAVISION	U.S. Federal	Published (Pending)	85794622 12/4/12	
EL GATO SALVAJEMENTE GRUPERO	U.S. Federal	Pending	85784681 11/20/12	
SALVAJEMENTE GRUPERA	U.S. Federal	Pending	85783290 11/19/12	
ENTRALEADS	U.S. Federal	Pending	85767483 10/30/12	

3. IP LICENSES

None.