

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
TODOBEBE, LLC		05/31/2013	LIMITED LIABILITY COMPANY: 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:	4086998	ALL THINGS BABY	
Registration Number:	3943501	¡VIVA LA MAMÁ!	
Registration Number:	4023227	MÁS CON MENOS	
Registration Number:	3588646	VIVA LA FAMILIA	
Registration Number:	3491814	VIVA LA FAMILIA	
Registration Number:	3491815	TODOBEBÉ VIVA LA FAMILIA	
Registration Number:	3143518	TODOBEBE	
Registration Number:	3078888	TODOBEBE	
Registration Number:	3190957	AHORA LOS BEBÉS VIENEN CON UN MANUAL DE	
Registration Number:	2927950	TODOBEBE	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$265.00 4086998

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: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 31, 2013, is made by Todobebe, LLC, a Delaware limited liability company (the "Grantor"), 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 (in such capacity, the "Agent"), 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, the Grantor has agreed, pursuant to a Guaranty of even date herewith in favor of the Agent (the "Credit Agreement Guaranty"), to guarantee the Obligations (as defined in the Credit Agreement) of the Company;

WHEREAS, the Grantor has agreed, pursuant to the Indenture (the "Senior Notes Guaranty"), to guarantee the Obligations (as defined in the Indenture); and

WHEREAS, the Grantor is a party to the Security Agreement pursuant to which the Grantor is 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, the 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. The 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 the 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 the Grantor (the "Trademark Collateral"):

1. all of its Trademarks and all IP Licenses providing for the grant by or to the 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 the 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. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the 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.

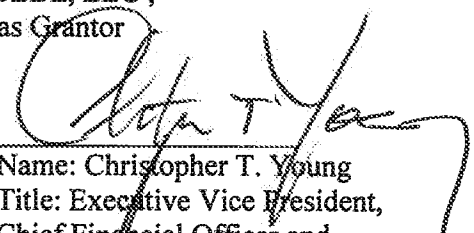
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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,

TODOBEBE, LLC,
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, the 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,

TODOBEBE, LLC ,
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: **Steven J. Heise**
Title: **Duly Authorized Signatory**

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Todobebe, LLC:

1. REGISTERED TRADEMARKS

Trademark	Country	Status	Application No.	Registration No.	Filing Date	Registration Date
ALL THINGS BABY	U.S.	Registered	85319965	4086998	13-MAY-2011	17-JAN-2012
¡VIVA LA MAMÁ!	U.S.	Registered	85083258	3943501	13-JUL-2010	12-APR-2011
MÁS CON MENOS	U.S.	Registered	77769786	4023227	28-JUN-2009	24-SEP-2010
VIVA LA FAMILIA	U.S.	Registered	77397875	3588646	15-FEB-2008	10-MAR-2009
VIVA LA FAMILIA	U.S.	Registered	77342314	3491814	03-DEC-2007	26-AUG-2008
TODOBEBÉ VIVA LA FAMILIA	U.S.	Registered	77342346	3491815	03-DEC-2007	26-AUG-2008
TODOBEBE	U.S.	Registered	78579443	3143518	03-MAR-2005	12-SEP-2006
TODOBEBE	U.S.	Registered	78504558	3078888	22-OCT-2004	11-APR-2006
AHORA LOS BEBÉS VIENEN CON UN MANUAL DE INSTRUCCIONES	U.S.	Registered	78454440	3190957	21-JUL-2004	02-JAN-2007
TODOBEBE	U.S.	Registered	78363302	2927950	05-FEB-2004	22-FEB-2005

2. TRADEMARK APPLICATIONS

Trademark	Country	Status	Application No.	Registration No.	Filing Date	Registration Date
TODOFAMILIA	U.S.	Published (Pending)	85254639		01-MAR-2011	
TODOFAMILIA	U.S.	Published (Pending)	85254632		01-MAR-2011	
VIVA LA FAMILIA	U.S.	Published (Pending)	85153558		15-OCT-2010	
TODOBEBE	U.S.	Published (Pending)	77795322		03-AUG-2009	

3. IP LICENSES

None.