

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM327245

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Liberman Television LLC		12/22/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
LBI Media, Inc.		12/22/2014	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch		
<b>Street Address:</b>	One Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Bank: CAYMAN ISLANDS		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77495040	ESTRELLATV	
<b>Serial Number:</b>	77485545	TELESTRELLAS	
<b>Serial Number:</b>	85918115	ESTO ES GUERRA	
<b>Serial Number:</b>	85918113	ESTO ES GUERRA	
<b>Serial Number:</b>	85918112	ESTO ES GUERRA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172274420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	6172390746		
<b>Email:</b>	jmckenna@edwardswildman.com		
<b>Correspondent Name:</b>	Joanne H. McKenna		
<b>Address Line 1:</b>	111 Huntington Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199		
<b>NAME OF SUBMITTER:</b>	Joanne H. McKenna		
<b>SIGNATURE:</b>	/Joanne H. McKenna/		
<b>DATE SIGNED:</b>	12/23/2014		
<b>Total Attachments: 5</b>			

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**SERVICE MARKS AND TRADEMARKS SECURITY AGREEMENT**

THIS SERVICE MARKS AND TRADEMARKS SECURITY AGREEMENT (this "Agreement") is made by and among Liberman Television LLC, a California limited liability company ("Liberman Television") and LBI Media, Inc., a California corporation ("LBI Media" and collectively with Liberman Television, each a "Pledgor" and collectively, the "Pledgors"), each having a principal place of business at 1845 Empire Avenue, Burbank, California 91504, and Credit Suisse AG, Cayman Islands Branch, acting in its capacity as Collateral Trustee (in such capacity, the "Collateral Trustee").

WITNESSETH:

WHEREAS each Pledgor is the respective owner and user of the United States registered service marks, trademarks and/or applications filed with the United States Patent and Trademark Office and listed on the attached Schedule A (collectively, the "Service Marks and Trademarks");

WHEREAS, pursuant to the terms of that certain Second Amended and Restated Credit Agreement effective as of December 31, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), LBI Media, the guarantors party thereto from time to time (the "Guarantors"), the lenders party thereto from time to time (the "Lenders"), Credit Suisse AG, Cayman Islands Branch, as Administrative Agent (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent"), the Collateral Trustee, and the other parties thereto from time to time, the Lenders have agreed to extend credit and make certain financial accommodations to LBI Media;

WHEREAS, LBI Media, the Guarantors, U.S. Bank National Association, as Indenture Trustee, the Administrative Agent, the other Priority Debt Representatives from time to time party thereto, and the Collateral Trustee have entered into that certain Collateral Trust and Intercreditor Agreement dated as of March 18, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Trust Agreement"), setting forth certain rights of the Collateral Trustee and the Secured Parties (as defined therein) with respect to the Collateral;

WHEREAS, pursuant to the Amended and Restated Security Agreement dated as of March 18, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Pledgors, the other debtors party thereto from time to time, and the Collateral Trustee, the Pledgors granted to the Collateral Trustee a security interest and continuing lien on all of such Pledgor's right, title and interest in, to and under all Collateral, including the Service Mark and Trademark Collateral, and all Collateral in each case whether now owned or existing or hereafter acquired or arising to secure the due and punctual payment and performance of all Secured Obligations including the "Obligations" under and as defined in the Credit Agreement;

WHEREAS, in order to perfect and preserve the rights and interests granted to the Collateral Trustee for the benefit of the Secured Parties under the Collateral Trust Agreement, the parties thereto contemplate and intend that Collateral Trustee shall have all rights of a secured party in and to the Service Marks and Trademarks and any proceeds thereof as set forth in the Security Agreement, including, without limitation, if an "Actionable Default" under and as defined in the Collateral Trust Agreement shall occur and be continuing, the right to exercise its remedies under the Security Agreement in connection with all of the Pledgors' right, title and interest in such Service Marks and Trademarks; and

WHEREAS, pursuant to the Security Agreement, each of LBI Media and Liberman Television is required to execute and deliver this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors hereby agree as follows:

Each Pledgor hereby pledges and grants to the Collateral Trustee a security interest in all of such Pledgors' right, title and interest in and to the Service Marks and Trademarks, together with the good will of the business symbolized by the Service Marks and Trademarks, and all of such Pledgors' right, title and interest in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Service Marks and Trademarks (collectively, the "Service Mark and Trademark Collateral"), subject in all events to the terms and conditions of the Security Agreement.

The pledge and grant of a security interest in the Service Mark and Trademark Collateral by the Pledgors pursuant hereto secures the payment of all Secured Obligations in accordance with the Security Agreement and the Collateral Trust Agreement.

The Pledgors authorize and request that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Agreement.

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Trustee pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Trustee with respect to the security interest in the Service Marks and Trademarks 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 of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

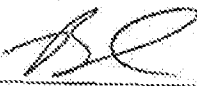
This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Pledgors and the Collateral Trustee have caused this Service Marks and Trademarks Security Agreement to be duly executed and delivered by their officers thereunto duly authorized as of the 22nd day of December, 2014.

PLEDGORS:

LIBERMAN TELEVISION LLC  
LBI MEDIA, INC.

By:   
Name: Blima Tuller  
Title: Chief Financial Officer

COLLATERAL TRUSTEE:

CREDIT SUISSE AG,  
CAYMAN ISLANDS BRANCH,  
as Collateral Trustee

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Signature Page to Service Marks and Trademarks Security Agreement

TRADEMARK  
REEL: 005426 FRAME: 0940

IN WITNESS WHEREOF, the Pledgors and the Collateral Trustee have caused this Service Marks and Trademarks Security Agreement to be duly executed and delivered by their officers thereunto duly authorized as of the 2<sup>nd</sup> day of December, 2014.

**PLEDGORS:**

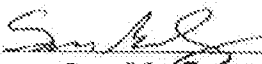
**LIBERMAN TELEVISION LLC  
LBI MEDIA, INC.**

By: \_\_\_\_\_  
Name: **Blima Tuller**  
Title: **Chief Financial Officer**

**COLLATERAL TRUSTEE:**

**CREDIT SUISSE AG,  
CAYMAN ISLANDS BRANCH,  
as Collateral Trustee**

By:  \_\_\_\_\_  
Name: **BILL O'DALY**  
Title: **AUTHORIZED SIGNATORY**

By:  \_\_\_\_\_  
Name: **Sean MacGregor**  
Title: **Authorized Signatory**

SCHEDULE A

LIBERMAN TELEVISION LLC

Service Mark/Trademark	Serial No.	Filing Date
ESTRELLATV	77/495,040	06/10/2008
TELESTRELLAS	77/485,545	05/28/2008

LBI MEDIA, INC.

Service Mark/Trademark	Serial No.	Filing Date
ESTO ES GUERRA	85/918,115	04/29/2013
ESTO ES GUERRA	85/918,113	04/29/2013
ESTO ES GUERRA	85/918,112	04/29/2013

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