

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471167

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LBI Media, Inc.		04/24/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	One Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5357522	PEPE'S OFFICE	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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>			
Phone:	9498527792		
Email:	IPPROSECUTION@ORRICK.COM		
Correspondent Name:	ORRICK HERRINGTON & SUTCLIFFE LLP / VHS		
Address Line 1:	2050 Main Street, Suite 1100		
Address Line 4:	IRVINE, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	35421.11		
NAME OF SUBMITTER:	Victor Santos		
SIGNATURE:	/Victor Santos/		
DATE SIGNED:	04/24/2018		
Total Attachments: 6			
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SERVICE MARK SECURITY AGREEMENT

THIS SERVICE MARK SECURITY AGREEMENT (this “Agreement”) is made between LBI Media, Inc., a California corporation having a principal place of business at 1845 Empire Avenue, Burbank, California 91504 (the “Grantor”), and Credit Suisse AG, Cayman Islands Branch, acting in the capacity as Collateral Trustee (as successor to Credit Suisse, Cayman Islands Branch, in its capacity as collateral agent, as successor to Credit Suisse First Boston, Cayman Islands Branch, in its capacity as administrative agent, as successor to Fleet National Bank, in its capacity as administrative agent) for the benefit of itself and the other Secured Parties (as defined in the Collateral Trust Agreement referred to below) (in such capacity, the “Collateral Trustee”).

WITNESSETH:

WHEREAS the Grantor is the owner and user of the United States registered service mark filed with the United States Patent and Trademark Office and listed on the attached Schedule A (the “Mark”);

WHEREAS, pursuant to the Indenture, dated as of March 18, 2011 (as the same may be amended, modified, restated and/or supplemented from time to time, the “Indenture”) among the Grantor, as issuer, the other persons party thereto that are designated as “Guarantors” and U.S. Bank National Association, as trustee (in such capacity, and together with any successor trustee, the “Indenture Trustee”), the Grantor has issued senior secured notes (the “Senior Notes”);

WHEREAS, pursuant to the terms of that certain Amended and Restated Security Agreement dated as of March 18, 2011 (as the same may be amended, modified, restated and/or supplemented from time to time, the “Security Agreement”), among the Grantor, certain other debtors party thereto and the Collateral Trustee, to secure the Senior Notes and the other Secured Obligations (as defined in the Security Agreement), the Grantor has granted to the Collateral Trustee a security interest in, among other things, the Mark;

WHEREAS the parties to the Security Agreement contemplate and intend that, if an Event of Default (as defined in the Security Agreement) shall occur and be continuing, the Collateral Trustee shall have all rights of a secured party in and to the Mark and any proceeds thereof in accordance with the terms and conditions of the Security Agreement, including, without limitation, the right to exercise its remedies under the Security Agreement in accordance with the terms and conditions of the Security Agreement in connection with all of the Grantor’s right, title and interest in the Mark;

WHEREAS, the Grantor, the guarantors from time to time party thereto, the Indenture Trustee, 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 the same may be amended, modified, restated and/or supplemented from time to time, the “Collateral Trust Agreement”; except as otherwise expressly defined herein, all capitalized terms shall have the meanings ascribed to them in the Collateral Trust Agreement) setting forth certain rights of the Collateral Trustee and the Secured Parties with respect to the Collateral;

WHEREAS, pursuant to the Collateral Trust Agreement, each Priority Debt Representative, on behalf of itself and each holder of Priority Lien Obligations, and each holder of Priority Lien Obligations acting through its Priority Debt Representative has appointed the Collateral Trustee for the current and future holders of the Priority Lien Obligations; and

WHEREAS, it is a requirement under the Security Agreement that the Grantor join with the Collateral Trustee in executing, and that the Grantor permit the Collateral Trustee to file, such documents in the United States Patent and Trademark Office as the Collateral Trustee may deem reasonably necessary or appropriate in order to perfect and preserve the rights and interests granted by the Grantor to the Collateral Trustee for the benefit of the Secured Parties in Grantor's interest in federally registered Trademarks, including the Mark;

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

The Grantor hereby reconfirms the terms of the Security Agreement. The Grantor further hereby pledges and grants to the Collateral Trustee a security interest in all of the Grantor's right, title and interest in and to the Mark, together with the good will of the business symbolized by the Mark, the registrations and/or applications for registration of the Mark listed on Schedule A attached hereto, and all of the Grantor's 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 Mark (collectively, the "Mark Collateral"), subject in all events to the terms and conditions of the Security Agreement.

The pledge and grant of a security interest in the Mark Collateral by the Grantor pursuant hereto secures the payment of all Secured Obligations (as defined in the Security Agreement) in accordance with the terms and conditions of the Security Agreement and the Collateral Trust Agreement,

The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Agreement.

This Agreement has been entered into in connection with the Security Agreement and the Collateral Trust Agreement, and the Grantor and the Collateral Trustee each hereby acknowledge and agree that the pledge and grant of a security interest hereunder in, and the rights and remedies of the Collateral Trustee with respect to the Mark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference. In the event of any inconsistency between the terms of this Agreement and the Security Agreement, 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 Grantor and the Collateral Trustee have caused this Service Marks and Trademarks Agreement to be duly executed and delivered by their officers thereunto duty authorized as of the 24th day of April, 2018.

GRANTOR:

LBI MEDIA, INC.

By: 

Name: Leonard D. Liberman

Title: Chief Executive Officer, President and Secretary

(Trademark Security Agreement)

TRADEMARK
REEL: 006320 FRAME: 0371

COLLATERAL TRUSTEE:

CREDIT SUISSE AG,
CAYMAN ISLANDS BRANCH,
as Collateral Trustee for itself and other Secured
Parties

By: 
Name: **Didier Siffer**
Title: **Authorized Signatory**

By: 
Name: **Laura Katherine Schembri**
Title: **Authorized Signatory**

SCHEDULE A

LBI MEDIA, INC.

Service Mark	Registration No.	Serial No.
PEPE'S OFFICE	5357522	86/955207