

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505542

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Trademark Security Agreements to Successor Collateral Trustee

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch, as resigning collateral trustee		01/09/2019	Corporation: CAYMAN ISLANDS

RECEIVING PARTY DATA

Name:	Ankura Trust Company, LLC, as successor collateral trustee
Street Address:	214 North Main Street
City:	Concord
State/Country:	NEW HAMPSHIRE
Postal Code:	03301
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Serial Number:	78592410	CASA
Serial Number:	76564762	LA RAZA TV
Serial Number:	78908816	ALARMA TV
Serial Number:	78573231	ESTUDIO DOS
Serial Number:	78573243	ESTUDIO 2
Serial Number:	76564754	NOTICIAS 62
Serial Number:	76564755	BUSCANDO AMOR
Serial Number:	76564756	LOS ANGELES EN VIVO
Serial Number:	76564757	JOSÉ LUIS SIN CENSURA
Serial Number:	76564759	LOS ANGELES AL DIA
Serial Number:	76564760	SEGUNDA CITA
Serial Number:	76585832	DIVORCIO USA
Serial Number:	76585833	SECRETOS
Serial Number:	76585834	GANA LA VERDE
Registration Number:	3472972	EL NORTE
Registration Number:	3473001	LA NORTEÑA
Registration Number:	2730212	LA RANCHERA

CH \$590.00 78592410

Property Type	Number	Word Mark
Registration Number:	3043277	LOS GUAPOS DE LA MANANA
Serial Number:	76296584	LA RAZA 98.5 Y 103.3 FM
Serial Number:	76296575	LA ESTACION DE LA RAZA
Serial Number:	76498401	AQUI MANDA LA RAZA
Serial Number:	77589517	LOS CHUPERAMIGOS
Registration Number:	5357522	PEPE'S OFFICE

CORRESPONDENCE DATA

Fax Number: 6172359493
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.
Phone: 617-951-7169
Email: catherine.murray@ropesgray.com
Correspondent Name: Catherine Murray
Address Line 1: Prudential Tower, 800 Boylston Street
Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	114628-0001
NAME OF SUBMITTER:	Catherine Murray
SIGNATURE:	/cmurray/
DATE SIGNED:	01/11/2019

Total Attachments: 19

- source=IP Servicer Marks Assignment (CS to Ankura)#page1.tif
- source=IP Servicer Marks Assignment (CS to Ankura)#page2.tif
- source=IP Servicer Marks Assignment (CS to Ankura)#page3.tif
- source=IP Servicer Marks Assignment (CS to Ankura)#page4.tif
- source=IP Servicer Marks Assignment (CS to Ankura)#page5.tif
- source=IP Servicer Marks Assignment (CS to Ankura)#page6.tif
- source=IP Servicer Marks Assignment (CS to Ankura)#page7.tif
- source=IP Servicer Marks Assignment (CS to Ankura)#page8.tif
- source=IP Servicer Marks Assignment (CS to Ankura)#page9.tif
- source=IP Servicer Marks Assignment (CS to Ankura)#page10.tif
- source=IP Servicer Marks Assignment (CS to Ankura)#page11.tif
- source=IP Servicer Marks Assignment (CS to Ankura)#page12.tif
- source=IP Servicer Marks Assignment (CS to Ankura)#page13.tif
- source=IP Servicer Marks Assignment (CS to Ankura)#page14.tif
- source=IP Servicer Marks Assignment (CS to Ankura)#page15.tif
- source=IP Servicer Marks Assignment (CS to Ankura)#page16.tif
- source=IP Servicer Marks Assignment (CS to Ankura)#page17.tif
- source=IP Servicer Marks Assignment (CS to Ankura)#page18.tif
- source=IP Servicer Marks Assignment (CS to Ankura)#page19.tif

**CONFIRMATION AGREEMENT OF RESIGNATION, APPOINTMENT,
ACCEPTANCE AND ASSIGNMENT WITH REGARD TO COLLATERAL TRUSTEE**

THIS CONFIRMATION AGREEMENT OF RESIGNATION, APPOINTMENT, ACCEPTANCE and ASSIGNMENT OF COLLATERAL TRUSTEE (this "Agreement"), dated as of January 9, 2019, is between Credit Suisse AG, Cayman Islands Branch ("Credit Suisse"), as resigning collateral trustee (the "Resigning Collateral Trustee") and Ankura Trust Company, LLC, a Delaware limited liability company having an address at 214 North Main Street, Concord, NH 03301 ("Ankura"), as successor collateral trustee (the "Successor Collateral Trustee").

WITNESSETH:

WHEREAS Credit Suisse is the Collateral Trustee under the Amended and Restated Service Marks and Trademarks Agreement recorded on April 20, 2011 in the United States Patent & Trademark Office ("USPTO") at Reel 004526, Frame 0255, attached hereto as Exhibit 1 (the "2011 Agreement"), with respect to the Collateral Trust and Intercreditor Agreement, dated as of March 18, 2011 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Collateral Trust Agreement"), by and among LBI Media, Inc., a California corporation (the "Company"), the guarantors party thereto, Credit Suisse, as the administrative agent, Wilmington Savings Fund Society, FSB (as successor to U.S. Bank National Association), as indenture trustee (the "Indenture Trustee"), Credit Suisse, as Collateral Trustee and the other parties thereto;

WHEREAS Credit Suisse is the Collateral Trustee under the Service Mark Security Agreement recorded on April 24, 2018 in the USPTO at Reel 006320, Frame 0366, attached hereto as Exhibit 2 (the "2018 Agreement"), with respect to that same Collateral Trust Agreement; and

WHEREAS pursuant to an Instrument of Resignation, Appointment, Acceptance and Assignment, dated as of January 9, 2019 ("Instrument of Resignation"), among Credit Suisse, Ankura, the Company, the guarantors party thereto, the Indenture Trustee and the other parties thereto, Credit Suisse resigned as Collateral Trustee with respect to the Collateral Trust Agreement and Ankura was appointed as successor Collateral Trustee under the Collateral Trust Agreement and the other Secured Debt Documents (as defined in the Collateral Trust Agreement), including, without limitation, under the 2011 Agreement and the 2018 Agreement;

NOW THEREFORE, in consideration of the premises and mutual agreements contained in the Instrument of Resignation, the Resigning Collateral Trustee and the Successor Collateral Trustee hereby agree as follows:

1. In accordance with the Instrument of Resignation, the Resigning Collateral Trustee hereby resigns as Collateral Trustee with respect to the 2011 Agreement and the 2018 Agreement, and assigns all of its rights as Collateral Trustee under the 2011 Agreement and the 2018 Agreement, including its security interest in the Service Mark and Trademark Collateral (as defined in the 2011 Agreement) and the Mark Collateral (as defined in the 2018 Agreement), in and to the Successor Collateral Trustee, and the Successor Collateral Trustee accepts the position of Collateral Trustee under the 2011 Agreement and the 2018 Agreement, and accepts the assignment in this Agreement.

2. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to principles of conflicts of law that would require the application of the laws of another jurisdiction.

3. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but all counterparts shall constitute but one Agreement. Delivery of a counterpart hereof by facsimile transmission or by e-mail transmission of an Adobe portable document format file (also known as a "PDF" file) shall be effective as delivery of a manually executed counterpart hereof.

4. In the event of any inconsistency between the terms of this Agreement and the Instrument of Resignation, the Instrument of Resignation shall control.

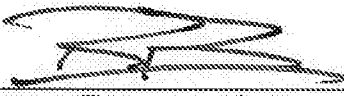
[Signature pages follow]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement on the day and year first written above.

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

By:  
Name: Didier Siffer Michael A. Criscito
Title: Authorized Signatory Authorized Signatory

ANKURA TRUST COMPANY, LLC,
as Successor Collateral Trustee

By: 
Name: *Ryan M. Roy*
Title: *Managing Director*

See attached.

AMENDED AND RESTATED SERVICE MARKS AND TRADEMARKS AGREEMENT

THIS AMENDED AND RESTATED SERVICE MARKS AND TRADEMARKS AGREEMENT (this "Agreement") is made by and among Liberman Television of Houston LLC, a Delaware limited liability company and successor by merger to Liberman Broadcasting of Houston, Inc., a California corporation ("Liberman Broadcasting of Houston"), Liberman Broadcasting of Dallas LLC, a Delaware limited liability company and successor by merger to Liberman Broadcasting of Dallas, Inc., a California corporation ("Liberman Broadcasting of Dallas"), Liberman Television LLC, a California limited liability company and successor by conversion to Liberman Television, Inc., a California corporation ("Liberman Television"), Liberman Broadcasting of California LLC, a California limited liability company and successor by conversion to Liberman Broadcasting, Inc., a California corporation ("Liberman Broadcasting of California") and KRCA Television LLC, a California limited liability company and successor by conversion to KRCA Television, Inc., a California corporation ("KRCA Television" and collectively with Liberman Broadcasting of Houston, Liberman Broadcasting of Dallas, Liberman Television and Liberman Broadcasting of California, 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 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 lenders party to the Credit Agreement referred to below (in such capacity, the "Collateral Trustee"). This Agreement amends and restates in its entirety, each of (i) that certain Service Marks and Trademarks Agreement dated on or about June 11, 2004, as amended, by and among certain of the Pledgors and Credit Suisse First Boston, Cayman Islands Branch, as administrative agent, (ii) that certain Service Marks and Trademark Agreement dated on or about May 8, 2006, as amended, by and among certain of the Pledgors and Credit Suisse, Cayman Islands Branch, as collateral agent, and (iii) that certain Service Marks and Trademark Agreement dated on or about May 16, 2007, as amended, by and among certain of the Pledgors and Credit Suisse, Cayman Islands Branch, as collateral agent.

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, each Pledgor is a guarantor under the terms of an Amended and Restated Credit Agreement among LBI Media, Inc. (the "Borrower"), the guarantors party thereto from time to time, the lenders party thereto from time to time (the "Lenders"), Credit Suisse Securities (USA) LLC, as Lead Arranger, Credit Suisse AG, Cayman Islands Branch, as Administrative Agent (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent") and the Collateral Trustee, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed, subject to the terms and conditions set forth therein, to make certain Loans (as defined in the Credit Agreement) and extend other credit accommodations to the Borrower, and certain of the Lenders (collectively, the "Issuing Lenders") have agreed, subject to the terms and conditions set forth therein, to issue certain letters of credit for the account of the Borrower;

WHEREAS each Pledgor's guaranty under the Credit Agreement is secured according to the terms of that certain Amended and Restated Security Agreement dated as of the date hereof, among the Borrower, certain other Credit Parties and the Collateral Trustee, pursuant to which each Pledgor has

granted to the Collateral Trustee a security interest in, among other things, the Service Marks and Trademarks;

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 Service Marks and Trademarks 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 Pledgors' right, title and interest in the Service Marks and Trademarks;

WHEREAS, pursuant to the Indenture of even date herewith (as the same may be amended, modified, restated and/or supplemented from time to time, the "Indenture") among the Borrower, 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 Borrower has or will issue senior secured notes (the "Senior Notes") in the original maximum principal amount of \$220,000,000, provided that such amount may be increased to an aggregate original maximum principal amount of \$240,000,000 upon receipt by the Administrative Agent of the Supplemental Indenture (as defined in the Credit Agreement), all as contemplated therein;

WHEREAS, the Borrower, the guarantors from time to time party thereto, the 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 of even date herewith (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;

WHEREAS, each Guarantor has agreed to guaranty the Obligations (as defined in the Credit Agreement) of the Borrower pursuant to Article 3 of the Credit Agreement;

WHEREAS, each Guarantor has agreed to guaranty the Obligations (as defined in the Indenture) of the Borrower pursuant to Section 11.01 of the Indenture;

WHEREAS, each Plegor will derive substantial direct and indirect benefits from the making of the extensions of credit under the Credit Agreement and the issuance of the Senior Notes under the Indenture; and

WHEREAS, it is a condition precedent to the obligation of the Lenders and the Issuing Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement and the obligation of the initial purchasers to purchase the Senior Notes that the Pledgors shall have executed and delivered this Agreement to the Collateral Trustee;

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

The Pledgors hereby reconfirm the terms of the Security Agreement. The Pledgors further hereby pledge and grant to the Collateral Trustee a security interest in all of the 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, the registrations and/or applications for registration of the Service Marks and Trademarks listed on Schedule A attached hereto, and all of the 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 (as defined in the Security Agreement) in accordance with the terms and conditions of 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.

This Agreement has been entered into in connection with the Security Agreement and the Collateral Trust Agreement, and the Pledgors 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 Service Mark and Trademark 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 Pledgors and the Collateral Trustee have caused this Amended and Restated Service Marks and Trademarks Agreement to be duly executed and delivered by their officers thereunto duly authorized as of the 18th day of March, 2011.

PLEDGORS:

LIBERMAN TELEVISION OF HOUSTON LLC
LIBERMAN TELEVISION LLC
KRCA TELEVISION LLC
LIBERMAN BROADCASTING OF CALIFORNIA
LLC
LIBERMAN BROADCASTING OF DALLAS LLC

By: 

Name: Wisdom Lu

Title: Chief Financial Officer

(Amended and Restated Service Marks and Trademarks Agreement)

TRADEMARK
REEL: 006528 FRAME: 0886

COLLATERAL TRUSTEE:

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

By: COA
Name: William O'Daly
Title: Director

By: Saja Gazali
Name: Saja Gazali
Title: Associate

(Amended and Restated Service Marks and Trademarks Agreement)

SCHEDULE A

LIBERMAN TELEVISION OF HOUSTON LLC

Service Mark/Trademark	Registration No.	Serial No.
LA RAZA TV	-	76/564762

LIBERMAN TELEVISION LLC

Service Mark/Trademark	Registration No.	Serial No.
ALARMA TV	3464395	78/908816

KRCA TELEVISION LLC

Service Mark/Trademark	Registration No.	Serial No.
ESTUDIO DOS	3648816	78/573231
ESTUDIO 2	3288703	78/573243
NOTICIAS 62	2950622	76/564754
BUSCANDO AMOR	2980520	76/564755
LOS ANGELES EN VIVO	3056810	76/564756
JOSE LUIS SIN CENSURA	2986929	76/564757
LOS ANGELES AL DIA	2984585	76/564759
SEGUNDA CITA	2950623	76/564760
DIVORCIO USA	3066878	76/585832
SECRETOS	3013690	76/585833
GANA LA VERDE	3029912	76/585834

LIBERMAN BROADCASTING OF DALLAS LLC

Service Mark/Trademark	Registration No.	Serial No.
CASA	3068094	78/592410

LIBERMAN BROADCASTING OF CALIFORNIA LLC

Service Mark/Trademark	Registration No.	Serial No.
EL NORTE	3472972	77/084987
LA NORTENA	3473001	77/084987
LA RANCHERA	2730212	76/296971
LOS GUAPOS DE LA MANANA	3043277	76/545205
98.5/103.3 FM LA RAZA	-	76/296584
LA ESTACION DE LA RAZA	-	76/296575
AQUI MANDA LA RAZA	-	76/498401
LOS CHUPERAMIGOS	-	77/589517

BOS111 12566684.5

See attached.

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: 006522 FRAME: 0644

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