

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626698

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Spanish Broadcasting System, Inc.		02/17/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Administrative Agent
Street Address:	20 King Street West
Internal Address:	4th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5H 1C4
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 57

Property Type	Number	Word Mark
Registration Number:	4415000	97.9 LA RAZA
Registration Number:	4927973	AIRE RADIO NETWORKS
Registration Number:	3389400	CALIBASH
Registration Number:	5713736	CUBATONAZO
Registration Number:	4931099	DESCARAO POR LA NOCHE
Registration Number:	6000135	
Registration Number:	2718999	
Registration Number:	5955174	DIA NACIONAL DE LA BANDA
Registration Number:	2694786	DIA NACIONAL DE LA ZALSA
Registration Number:	2853058	E ESTEREO TEMPO
Registration Number:	4788806	EL ARAÑAZO
Registration Number:	4784728	EL CAÑONAZO
Registration Number:	6078580	EL CIRCO
Registration Number:	3454301	EL CIRCO
Registration Number:	3803463	EL CIRCO DE LA MEGA
Registration Number:	3447346	EL DESPELOTE
Registration Number:	3514003	EL GOLDO Y LA PELUA
Registration Number:	2984863	EL VACILON

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2708927	EL ZOL
Registration Number:	3624049	ESTA NOCHE TU NIGHT
Registration Number:	6172893	GUAYA GUAYA
Registration Number:	6172871	INFORME 79
Registration Number:	2251474	LA LEY
Registration Number:	2253602	LA LEY 107.9
Registration Number:	3296210	LA MEGA SE PEGA
Registration Number:	5993979	LA MUSICA
Registration Number:	4824804	LA NUEVA I-95 FM
Registration Number:	3546334	LAMUSICA
Registration Number:	4415001	LA RAZA
Registration Number:	3560286	LAMUSICA
Registration Number:	5935748	MEGA 106.9FM
Registration Number:	4954945	MEGA 96.3 FM
Registration Number:	4715127	MEGA 96.3 FM
Registration Number:	3697749	MEGA 97.9 FM
Registration Number:	3697748	MEGA 97.9 FM
Registration Number:	5961563	MEGA KIDS
Registration Number:	3740647	MEGAFILMS
Registration Number:	3740648	MEGAFILMS
Registration Number:	4912903	MEGATON
Registration Number:	5855065	MIAMIBASH
Registration Number:	4953863	PAPARAZZI SIN CENSURA
Registration Number:	4648190	PAPARAZZI SIN CENSURA
Registration Number:	3490893	PAPARAZZI TV
Registration Number:	6195477	PLANETAM
Registration Number:	2719000	SBS
Registration Number:	2718998	SBS
Registration Number:	3369874	SBS ENTERTAINMENT
Registration Number:	3908089	SBS ENTERTAINMENT
Registration Number:	2718993	SBS SPANISH BROADCASTING SYSTEM
Registration Number:	2767487	SEÑOR BOLERO
Registration Number:	2871139	SPANISH BROADCASTING SYSTEM
Registration Number:	2084891	VACILON DE LA MANANA
Registration Number:	3137528	VIVELO
Registration Number:	3131583	VIVELO CON
Registration Number:	3325404	Z 93
Registration Number:	5961837	DIGIDEA

Property Type	Number	Word Mark
Serial Number:	88721060	MEGAFONO

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 2129061209

Email: JESSICA.BAJADA-SILVA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP, C/O JESSICA BAJADA

Address Line 1: 885 Third Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 045777-0133

NAME OF SUBMITTER: Jessica Bajada-Silva

SIGNATURE: /s/ Jessica Bajada-Silva

DATE SIGNED: 02/17/2021

Total Attachments: 12

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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of February 17, 2021, is made by (i) Spanish Broadcasting System, Inc., a Delaware corporation, and (ii) Mega Media Holdings, Inc., a Delaware Corporation, each located at 7007 N.W. 77th Avenue, Miami, Florida 33166 (each a “Grantor” and collectively, the “Grantors”), in favor of ROYAL BANK OF CANADA, as Administrative Agent (the “Administrative Agent”) for the Secured Parties under the Credit Agreement, dated as of February 17, 2021 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among Spanish Broadcasting System, Inc. (the “Borrower”), Royal Bank of Canada (the “Administrative Agent”) and the lenders and letter of credit issuers from time to time party thereto.

W I T N E S S E T H:

WHEREAS, the terms of the Credit Agreement require that the Grantors shall have entered into agreements in order to grant to the Administrative Agent for the benefit of the Secured Parties a security interest in the Collateral;

WHEREAS, in connection with the Credit Agreement, the Borrower and certain Subsidiaries have executed and delivered a Security Agreement, dated as of February 17, 2021, in favor of the Administrative Agent (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor granted to the Administrative Agent for the benefit of the Administrative Agent and the other Secured Parties a continuing security interest in all Intellectual Property Collateral, including the Trademarks; and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to the Administrative Agent, this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees, for the benefit of the Administrative Agent and the Secured Parties, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

Section 2. Grant of Security Interest. Each Grantor hereby grants a continuing security interest in such Grantor’s right, title and interest in and to the following Collateral, to the Administrative Agent for its benefit and the benefit of the Secured Parties to secure the due and punctual payment of the Secured Obligations:

all of such Grantor’s trademarks (including, without limitation, service marks), certification marks, collective marks, trade dress, logos, domain names, product configurations, trade names, business names, corporate names and other source identifiers,

whether or not registered, whether currently in use or not, including, without limitation, all common law rights and registrations and application for registration thereof, including, without limitation, the registrations and applications set forth in Schedule A hereto, and all other marks registered in the United States Patent and Trademark Office (the “PTO”) or in any office or agency of any state or territory of the United States or any foreign country (but excluding any applications for trademarks or service marks filed in the PTO pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to the PTO pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d), to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing therefrom under applicable United States law), and all rights therein provided by international treaties or conventions, all renewals of any of the foregoing, together in each case with the goodwill of the business associated therewith and symbolized thereby, all proceeds of the foregoing, including all income, royalties and other payments now or hereafter due and/or payable to such Grantor with respect thereto, any and all claims for damages and equitable relief for past, present and future infringement, dilution, or other violations thereof, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages or equitable relief, and all rights corresponding thereto throughout the world, and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the “Trademarks”).

Section 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Releases. The Liens and security interest created hereby may be released as provided in Section 18(a) of the Security Agreement.

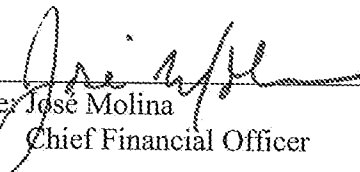
Section 6. Governing Law. THIS AGREEMENT AND ALL CLAIMS OR CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) THAT MAY BE BASED UPON, ARISE OUT OF OR RELATE IN ANY WAY HERETO OR THE NEGOTIATION, EXECUTION OR PERFORMANCE HEREOF OR THE TRANSACTIONS CONTEMPLATED HEREBY, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

Section 7. Counterparts. This Agreement and any amendment hereof may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall

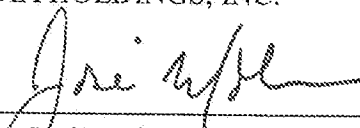
constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "execute", "signed," "signature," and words of like import in this Agreement or in any amendment or other modification hereof or any other document to be signed in connection with this Agreement, in each case, shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. The Administrative Agent may, in its discretion, require that any such documents and signatures executed electronically or delivered by fax or other electronic transmission be confirmed by a manually-signed original thereof; *provided* that the failure to request or deliver the same shall not limit the effectiveness of any document or signature executed electronically or delivered by fax or other electronic transmission.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SPANISH BROADCASTING SYSTEM, INC.

By: 
Name: José Molina
Title: Chief Financial Officer

MEGA MEDIA HOLDINGS, INC.

By: 
Name: José Molina
Title: Chief Financial Officer

[Signature Page to Revolver Trademark Security Agreement]

ROYAL BANK OF CANADA,
as Administrative Agent

By: 
Name: **Helena Sadowski**
Title: **Manager, Agency**
Date:

[Signature Page to Revolver Trademark Security Agreement]




SCHEDULE A




U.S. Trademark Registrations and Applications




<u>Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
1. Mega Media Holdings, Inc.	LO MEJOR DE RADIO EN MEGA TV 	06/30/15	Registered	4,762,892
2. Mega Media Holdings, Inc.	AHORA CON OSCAR HAZA 	01/13/15	Registered	4,670,221
3. Mega Media Holdings, Inc.	LA MEGA SE PEGA	09/9/08	Registered	3,499,475
4. Mega Media Holdings, Inc.	MEGA ESPECIALES 	01/6/15	Registered	4,666,097 ¹
5. Mega Media Holdings, Inc.	MEGA SPORTS 	04/28/15	Registered	4,726,253
6. Mega Media Holdings, Inc.	MEGA TV	12/26/06	Registered	3,189,970
7. Mega Media Holdings, Inc.	MEGA TV 	09/4/07	Registered	3,288,663

¹ NTD: The Company intends to abandon this registration.

8. Spanish Broadcasting System, Inc.	97.9 La Raza	10/8/13	Registered	4,415,000
9. Spanish Broadcasting System, Inc.	AIRE RADIO NETWORKS 	03/29/16	Registered	4,927,973
10. Spanish Broadcasting System, Inc.	CALIBASH	02/26/2008	Registered	3,389,400
11. Spanish Broadcasting System, Inc.	CUBATONAZO	04/2/19	Registered	5,713,736
12. Spanish Broadcasting System, Inc.	DESCARAO POR LA NOCHE	04/05/16	Registered	4,931,099
13. Spanish Broadcasting System, Inc.		03/03/20	Registered	6,000,135
14. Spanish Broadcasting System, Inc.		05/30/02	Registered	2,718,999
15. Spanish Broadcasting System, Inc.	DIA NACIONAL DE LA BANDA	01/7/20	Registered	5,955,174

16. Spanish Broadcasting System, Inc.	DIA NACIONAL DE LA ZALSA	03/11/03	Registered	2,694,786
17. Spanish Broadcasting System, Inc.	E ESTEREO TEMPO 	06/15/04	Registered	2,853,058
18. Spanish Broadcasting System, Inc.	EL ARAÑAZO 	08/11/15	Registered	4,788,806
19. Spanish Broadcasting System, Inc.	EL CAÑONAZO	08/04/15	Registered	4,784,728
20. Spanish Broadcasting System, Inc.	EL CIRCO	06/16/2020	Registered	6,078,580
21. Spanish Broadcasting System, Inc.	EL CIRCO	06/24/08	Registered	3,454,301
22. Spanish Broadcasting System, Inc.	EL CIRCO DE LA MEGA	06/15/10	Registered	3,803,463
23. Spanish Broadcasting System, Inc.	EL DESPELOTE	06/17/08	Registered	3,447,346
24. Spanish Broadcasting System, Inc.	EL GOLDO Y LA PELUA	10/7/08	Registered	3,514,003
25. Spanish Broadcasting System, Inc.	EL VACILON	08/16/05	Registered	2,974,863
26. Spanish Broadcasting System, Inc.	EL ZOL 	04/22/03	Registered	2,708,927

27. Spanish Broadcasting System, Inc.	ESTA NOCHE TU NIGHT	05/19/09	Registered	3,624,049
28. Spanish Broadcasting System, Inc.	GUAYA GUAYA	10/13/2020	Registered	6,172,893
29. Spanish Broadcasting System, Inc.	INFORME 79 	10/13/2020	Registered	6,172,871
30. Spanish Broadcasting System, Inc.	IT HAPPENS HERE	04/11/19	Pending <u>ITU</u>	88,381,989
31. Spanish Broadcasting System, Inc.	LA LEY	06/8/99	Registered	2,251,474
32. Spanish Broadcasting System, Inc.	LA LEY 107.9	06/15/99	Registered	2,253,602
33. Spanish Broadcasting System, Inc.	LA MEGA SE PEGA	09/25/07	Registered	3,296,210
34. Spanish Broadcasting System, Inc.	LA MUSICA 	02/25/20	Registered	5,993,979
35. Spanish Broadcasting System, Inc.	LA NUEVA I-95 FM 	10/6/15	Registered	4,824,804
36. Spanish Broadcasting System, Inc.	LAMUSICA	12/16/08	Registered	3,546,334
37. Spanish Broadcasting System, Inc.	LA RAZA	10/08/2013	Registered	4,415,001

38. Spanish Broadcasting System, Inc.	LAMUSICA	01/13/09	Registered	3,560,286
39. Spanish Broadcasting System, Inc.	MEGA 106.9FM	12/17/19	Registered	5,935,748
40. Spanish Broadcasting System, Inc.	MEGA 96.3 FM	05/10/16	Registered	4,954,945
41. Spanish Broadcasting System, Inc.	MEGA 96.3 FM 	05/7/15	Registered	4,715,127
42. Spanish Broadcasting System, Inc.	MEGA 97.9 FM	10/20/09	Registered	3,697,749
43. Spanish Broadcasting System, Inc.	MEGA 97.9 FM 	10/20/09	Registered	3,697,748
44. Spanish Broadcasting System, Inc.	MEGA KIDS	01/14/20	Registered	5,961,563
45. Spanish Broadcasting System, Inc.	MEGAFILMS	04/16/16	Registered	3,740,647
46. Spanish Broadcasting System, Inc.	MEGAFILMS 	04/16/16	Registered	3,740,648
47. Spanish Broadcasting System, Inc.	MEGAFONO	12/10/19	Suspended	88,721,060
48. Spanish Broadcasting System, Inc.	MEGATON	03/8/16	Registered	4,912,903
49. Spanish Broadcasting System, Inc.	MIAMIBASH	09/10/19	Registered	5,855,065

50. Spanish Broadcasting System, Inc.	PAPARAZZI SIN CENSURA	05/10/16 –	Registered	4,953,863
51. Spanish Broadcasting System, Inc.	PAPARAZZI SIN CENSURA 	12/2/14	Registered	4,648,190 ²
52. Spanish Broadcasting System, Inc.	PAPARAZZI TV	08/26/08	Registered	3,490,893
53. Spanish Broadcasting System, Inc.	PLANETAM	11/10/2020	Registered	6,195,477
54. Spanish Broadcasting System, Inc.	SBS	05/27/03	Registered	2,719,000
55. Spanish Broadcasting System, Inc.	SBS (Stylized) 	05/27/03	Registered	2,718,998
56. Spanish Broadcasting System, Inc.	SBS ENTERTAINMENT	01/15/08	Registered	3,369,874
57. Spanish Broadcasting System, Inc.	SBS ENTERTAINMENT 	03/21/17	Registered	3,908,089 ³
58. Spanish Broadcasting System, Inc.	SBS SPANISH BROADCASTING SYSTEM 	05/27/03	Registered	2,718,993

² NTD: The Company intends to abandon this registration.

³ NTD: The Company intends to abandon this registration.

59. Spanish Broadcasting System, Inc.	SENIOR BOLERO	09/23/03	Registered	2,767,487
60. Spanish Broadcasting System, Inc.	SPANISH BROADCASTING SYSTEM	08/10/04	Registered	2,871,139
61. Spanish Broadcasting System, Inc.	VACILION DE LA MANANA (Stylized) VACILION DE LA MAÑANA	07/29/97	Registered	2,084,891
62. Spanish Broadcasting System, Inc.	VIVELO	9/5/2006	Registered	3,137,528
63. Spanish Broadcasting System, Inc.	VIVELO CON	08/22/06	Registered	3,131,583
64. Spanish Broadcasting System, Inc.	Z 93 	10/30/07	Registered	3,325,404
65. Spanish Broadcasting System, Inc.	DIGIDEA	01/14/2020	Registered	5,961,837