

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM741094

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Release of Security Interest recorded at Reel: 003101 Frame: 0796		
RESUBMIT DOCUMENT ID:	900689350		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent		03/08/2012	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	US Hispanic Media, Inc. as successor to Impremedia, LLC, for and as indirect controlling member of La Opinion L.P.		
Street Address:	Zepita 3251		
City:	City of Buenos Aires		
State/Country:	ARGENTINA		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2672721	GOLAZO	
Registration Number:	1686365	LA OPINION	
Registration Number:	2669752	LAOPINIONDIGITAL	
Registration Number:	2669751	LA OPINION DIRECT	
Registration Number:	2669753	LA VIBRA	
Registration Number:	2596862	SERVICENTRO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	914-686-4800		
Email:	smautner@homlegal.com		
Correspondent Name:	Scott A. Mautner		
Address Line 1:	81 Main Street		
Address Line 2:	Suite 215		
Address Line 4:	White Plains, NEW YORK 10601		
NAME OF SUBMITTER:	Scott A. Mautner		
SIGNATURE:	/Scott A. Mautner/		

DATE SIGNED:

07/14/2022

Total Attachments: 54

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STRICT FORECLOSURE AGREEMENT

BY AND AMONG

IMPREMEDIA, LLC

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.,

as Administrative Agent and Collateral Agent for the Lenders

US HISPANIC MEDIA, INC.

and

THE EQUITYHOLDERS (for purposes of only Section 7)

Dated as of March 8, 2012

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Exhibit A	Goldman Warrant
Exhibit B	GE Warrant
Exhibit C	General Assignment and Bill of Sale
Exhibit D	Share Transfer Form
Exhibit E	LTIP Releases
Exhibit F	Cash Collateral Agreement
Exhibit G	Shareholders Agreement
Exhibit H	Transfer Statement
Exhibit I	Holdings Additional Representations, Warranties and Covenants Equityholders' Indemnity
Schedule 1.1(a)	Subject Assets
Schedule 2.5(a)	Assumed Contracts
Schedule 9.8	Payments to be made by Hispanic Media

STRICT FORECLOSURE AGREEMENT

This Strict Foreclosure Agreement dated as of March 8, 2012 (this "Agreement"), is entered into by and among Impremedia, LLC, a Delaware limited liability company ("Holdings"), Goldman Sachs Specialty Lending Group, L.P., as Administrative Agent and Collateral Agent for and on behalf of the Lenders (as defined below) (in such capacity, the "Agent"), US Hispanic Media, Inc., a Delaware corporation ("Hispanic Media"), and, for purposes of only Section 7, the equityholders of Holdings listed on the signature pages hereto (each, an "Equityholder"). Capitalized terms used but not defined herein shall have the meaning set forth in the Credit Agreement (as defined below).

RECITALS

I. Pursuant to that certain Amended and Restated Credit and Guaranty Agreement, dated as of January 16, 2009 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Impremedia Operating Company, LLC (the "Company"), Holdings and certain subsidiaries of Holdings signatories thereto, as guarantors (the "Guarantors", and together with the Company, the "Credit Parties"), Goldman Sachs Specialty Lending Group, L.P. (as Administrative Agent, Collateral Agent, Syndication Agent, Documentation Agent and Sole Lead Arranger), and the Lenders party thereto (the "Lenders"), the Lenders have made loans and other financial accommodations to, or for the benefit of, the Credit Parties (all such loans and other financial accommodations being herein referred to collectively as the "Loans"). The Loans and all other Obligations of the Credit Parties to the Lenders and the Agent are secured by Collateral, which consists of substantially all of the assets of the Credit Parties.

II. Holdings is a Guarantor under the Credit Agreement and has unconditionally guaranteed the payment and performance of all Obligations under the Credit Agreement and other Credit Documents (the "Guaranty").

III. Pursuant to that certain Pledge and Security Agreement dated as of January 16, 2005 (as amended, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), by Holdings and other Grantors party thereto in favor of the Agent, Holdings and the other Grantors party thereto have granted a security interest in the Collateral in favor of the Agent, for the benefit of the Agent and the Lenders, to secure all Obligations of Holdings under the Credit Documents.

IV. Holdings acknowledges and agrees that as of March 7, 2012, (a) the aggregate outstanding Obligations of Holdings under the Credit Documents total not less than \$ [REDACTED] and (b) certain Events of Default exist under the Credit Agreement, including, but not limited to, an Event of Default under Section 8.1(a) of the Credit Agreement as a result of the Company's failure to pay all outstanding Obligations required to be paid on the Maturity Date (collectively, the "Existing Events of Default").

V. Holdings acknowledges and agrees that all Obligations are immediately due and payable.

VI. As of the date of this Agreement, Holdings has been independently advised by its financial advisors that the Current Outstanding Indebtedness (as defined below) significantly exceeds the fair market value of the Credit Parties' business as a going concern, and Holdings also reasonably believes that the aggregate outstanding principal amount of the Current Outstanding Indebtedness significantly exceeds the aggregate liquidation value of the Collateral.

VII. Holdings acknowledges that, to Holdings' Knowledge (as defined in Exhibit I), the Agent presently has the right to enforce the remedies of a secured creditor, including the right, with the written consent of Holdings, under Section 9-620 of the Uniform Commercial Code of New York, Delaware and the equivalent provisions of any relevant state's Uniform Commercial Code (the "UCC") to accept the Collateral in satisfaction of the Current Outstanding Indebtedness.

VIII. As of March 7, 2012, the Agent sent to Holdings a preliminary foreclosure proposal for acceptance of Collateral in full satisfaction of the Current Outstanding Indebtedness (the "Foreclosure Proposal"). In accordance with the Foreclosure Proposal and this Agreement, Holdings hereby agrees, subject to the terms hereof, to deliver the Subject Assets (as defined below) to Hispanic Media, as Agent's designee, in full satisfaction of the Current Outstanding Indebtedness.

IX. Holdings acknowledges and agrees that in consideration for its consent to this Agreement, Holdings is receiving good and valuable consideration in the form of (a) full satisfaction of the Current Outstanding Indebtedness, (b) the releases set forth in Section 9.11, (c) the covenants set forth in Section 3.2 of Exhibit I, and (d) the payment under Section 9.8.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein, Holdings and the Agent agree as follows:

1. Strict Foreclosure: Sale and Acceptance.

1.1 Subject Assets.

(a) Subject to the terms and conditions set forth in this Agreement, at the Closing (as defined below), in consideration of (i) the full satisfaction of the Current Outstanding Indebtedness; (ii) the releases set forth in Section 9.11; (iii) the covenants set forth in Section 3.2 of Exhibit I; and (iv) the payment under Section 9.8, Holdings shall irrevocably assign, transfer and deliver to Hispanic Media, as Agent's designee, and Hispanic Media shall acquire and take assignment and delivery of, all of Holdings' rights, title and interests in and to all of the assets of Holdings, *with the exception of* (A) the equity interests of ImpreMedia LTIP, LLC; (B) that certain Engagement Letter dated November 12, 2010 by and between ██████████ Inc. and Holdings; (C) any and all Contracts (as defined below) pursuant to which Holdings may have or has any rights or obligations whatsoever with or relating to ImpreMedia LTIP, LLC; and (D) any and all Contracts to which Holdings is a party that are not Assumed Contracts (as defined below) (such excepted assets, the "Excluded Assets") (the assets

being sold, assigned, transferred, and delivered, including those assets set forth on Schedule 1.1(a), hereinafter referred to collectively as the “Subject Assets”). Such assignment, transfer and delivery to Hispanic Media, as Agent’s designee, shall constitute acceptance by the Agent of the Subject Assets under UCC Section 9-620.

(b) In no event shall the Subject Assets include Holdings’ rights, title and interests in and to any leases, licenses, contracts, property rights or agreements (each, a “Contract”) listed in Schedule 1.1(a), to which Holdings is a party if and for so long as the sale, assignment, transfer and/or delivery of any such Contract shall constitute or result in (i) the breach, default, invalidation or termination pursuant to the terms of any such Contract (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code or principles of equity) (the “Pending Contracts”); provided, however, that the Subject Assets shall include such Pending Contracts at such time as the condition causing such breach, default, invalidation or termination shall be remedied and, to the extent severable, the Subject Assets shall include immediately all portions of such Pending Contracts that do not result in a breach, default, invalidation or termination of such Pending Contracts.

1.2 Compliance with the UCC. It is the express intent of the parties hereto that the acceptance and transfer of the Subject Assets be consummated pursuant to Section 9-620 of the UCC. Holdings acknowledges and agrees that this Agreement shall be deemed Holdings’ acceptance and consent to the Foreclosure Proposal pursuant to Section 9-620 of the UCC or the equivalent provision under any relevant state’s UCC to accept the Subject Assets, which are subject to a lien under the UCC, in full satisfaction of the Current Outstanding Indebtedness.

2. Consideration for Acceptance of Subject Assets.

2.1 Satisfaction of Current Outstanding Indebtedness. In consideration of the acceptance of the Subject Assets by the Agent at Closing, the Agent (i) agrees that the Current Outstanding Indebtedness has been satisfied in full, (ii) agrees that the Credit Documents have been terminated vis-à-vis the Credit Parties and no longer have any force or effect, (iii) agrees that the Credit Parties and the Subject Assets have been discharged and released of any and all Liens of the Agent and Lenders, and (iv) covenants to take all commercially reasonable actions to effectively release the Subject Assets from any such Liens of the Agent and Lenders.

2.2 Taxes. Hispanic Media shall pay, when due, all property taxes, sales taxes, use taxes, documentary taxes, transfer taxes, and other such taxes arising as a result of the sale or transfer of the Subject Assets, and all conveyance fees, recording charges, and other fees and charges arising as a result thereof. Hispanic Media shall, at its own expense, file all necessary tax returns and other documentation with regards to all such taxes, fees, and charges.

2.3 Tax Treatment: Allocation. The Lenders, the Agent, Holdings and Hispanic Media will treat the transaction contemplated by this Agreement for U.S. federal and state income tax purposes as a foreclosure by, or similar transfer of the Subject Assets to, the Lenders in satisfaction of nonrecourse debt under Section 1001 of the Internal Revenue Code, as amended (the "Code"), where the amount realized by Holdings from the transfer of the Subject Assets to the Lenders is equal to the Current Outstanding Indebtedness (as defined below) *plus* the amount paid under Section 9.8 (the "Foreclosure Amount"). As soon as practicable after the Closing, but otherwise no later than to reasonably allow the timely filing of tax returns or other forms requiring such information, Holdings shall deliver to Hispanic Media and the Agent an allocation of the Foreclosure Amount for federal income tax purposes. Hispanic Media and the Agent shall provide any reasonable comments and corrections, and the allocation as agreed to between Holdings, Hispanic Media and the Agent shall constitute the final allocation (the "Allocation"). Such parties, the Lenders and Hispanic Media shall use the Allocation for all tax reporting purposes pertaining to the consequences of the Foreclosure to Holdings and its beneficial owners.

2.4 Purchase Price. The purchase price for the Subject Assets shall consist of (a) \$[REDACTED] in cash to be paid to the Agent (for and on behalf of the Lenders) (the "Cash Consideration"), (b) [REDACTED] shares of common stock of Hispanic Media (the "Goldman Shares") to be issued to Goldman Sachs & Co. ("Goldman"), (c) a warrant for [REDACTED] shares of common stock of Hispanic Media to be issued to Goldman in the form of Exhibit A attached hereto (the "Goldman Warrant"), (d) [REDACTED] shares of common stock of Hispanic Media (the "GE Shares") to be issued to General Electric Capital Corporation ("GE") and (e) a warrant for [REDACTED] shares of common stock of Hispanic Media to be issued to GE in the form of Exhibit B attached hereto (the "GE Warrant") ((a) through (e), collectively, the "Purchase Price"). The parties agree that the Goldman Shares have a collective fair market value of \$[REDACTED] the GE Shares have a collective fair market value of \$[REDACTED] the Goldman Warrant has a fair market value of \$[REDACTED] and the GE Warrant has a fair market value of \$[REDACTED].

2.5 Assumed Obligations.

(a) Hispanic Media shall assume, and hereby assumes, as of the Closing, the Contracts listed in Schedule 2.5(a), provided that (i) such Contracts can be assumed without third party consent; or (ii) if any of such Contracts is a Pending Contract, consent has been obtained as of the date of this Agreement or at a later date. Hispanic Media may amend Schedule 2.5(a) to include any other Contracts of Holdings at any time within seventy five (75) days subsequent to the date hereof, by giving written notice of such amendment to the other parties to this Agreement (the Contracts listed in Schedule 2.5(a) and in any amended Schedule 2.5(a), collectively, the "Assumed Contracts").

(b) The obligations assumed by Hispanic Media pursuant to the Assumed Contracts shall be limited to the (i) payment obligations set forth in Schedule 1.5(a) to Exhibit I and additional reasonably documented accrued obligations under such Assumed Contracts up to an amount of \$[REDACTED] and (ii)

obligations under the Assumed Contracts arising solely after the Closing Date, unless Hispanic Media agrees in writing with the counterparty thereto to assume any additional obligations thereunder (such obligations, the “Assumed Obligations”).

3. Closing.

3.1 Closing Date. The “Closing Date” shall mean March 8, 2012 or such other date as may be agreed upon by the parties hereto.

3.2 Time and Place. The transfer and delivery of all documents and instruments necessary to consummate the transfer of the Subject Assets and the other transactions contemplated by this Agreement (the “Closing”) shall be held at the offices of Richards Kibbe & Orbe LLP, One World Financial Center, New York, New York 10281, at 10:00 a.m. New York City time on the Closing Date or at such other time and such other place as the parties may agree.

3.3 Transactions at Closing. At the Closing:

(a) Holdings shall:

- i execute and deliver to Hispanic Media a General Assignment and Bill of Sale in substantially the form of **Exhibit C** attached hereto (the “Bill of Sale”);
- ii deliver to Hispanic Media: (A) transfer documentation with respect to the units of the Company, included in the Subject Assets in substantially the form of **Exhibit D** attached hereto; (B) transfer documentation with respect to the units of ImpreMedia Digital LLC, a Delaware limited liability company (“ImpreMedia Digital”), included in the Subject Assets; (C) all books and records relating to the Subject Assets, other than corporate, tax and other records of Holdings as a standalone entity, and those subject to attorney-client privilege and/or the attorney work-product doctrine; and (D) a release from ImpreMedia LTIP, LLC and its members substantially in the form of **Exhibit E** attached hereto.
- iii deliver to the Agent and Hispanic Media a copy of the resolution of the Board of Directors of Holdings authorizing Holdings to enter into this Agreement and the transactions contemplated hereby.

(b) Hispanic Media shall:

- i pay the Cash Consideration in immediately available funds to the Agent, by wire transfer to the account specified by the Agent;

- ii deliver to Goldman: (A) a certificate representing the Goldman Shares, duly executed by Hispanic Media; and (B) the Goldman Warrant;
- iii deliver to GE: (A) a certificate representing the GE Shares, duly executed by Hispanic Media; (B) the GE Warrant; and (C) the Cash Collateral Agreement duly executed by Hispanic Media in the form of Exhibit F attached hereto (the "Cash Collateral Agreement");
- iv deliver to GE and Goldman, the Shareholders Agreement of Hispanic Media duly executed by Hispanic Media in the form of Exhibit G attached hereto (the "Shareholders Agreement"); and
- v deposit \$[REDACTED] into the cash collateral account in accordance with the terms of the Cash Collateral Agreement.

(c) Agent shall:

- i execute and deliver to Hispanic Media a transfer statement in substantially the form of Exhibit H attached hereto.

4. Representations, Warranties, and Covenants of Holdings. As of the Closing Date, Holdings represents and warrants to the Agent and Hispanic Media as follows:

4.1 Power and Authority. Holdings has all requisite limited liability company power and authority to enter into this Agreement and to carry out the transactions contemplated by, and perform its obligations under, this Agreement.

4.2 Governmental Consents. The execution and delivery by Holdings of this Agreement and the performance by Holdings of its obligations hereunder do not and will not require any registration with, consent or approval of, or notice to, or other action to, with or by, any federal, state or other governmental authority or regulatory body.

4.3 No Conflict. The execution and delivery by Holdings of this Agreement and the performance by Holdings of its obligations hereunder do not and will not (a) violate any provision of any law or any governmental rule or regulation applicable to Holdings, or any order, judgment or decree of any court or other agency of government binding on Holdings, or (b) violate any provision of any organizational documents of Holdings.

4.4 Binding Obligation. This Agreement has been duly executed and delivered by Holdings and, assuming the due authorization, execution and delivery hereof by the other parties hereto, is the legally valid and binding obligation of Holdings, enforceable against Holdings in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors'

rights generally or by equitable principles relating to enforceability (such limitations, the "Bankruptcy and Equity Exception").

4.5 Recitals. The following Recitals set forth above are true and correct: I through and including XII.

4.6 Notice of Default; Other Liens. Notice of default has been given to the Credit Parties by the Agent with respect to the Credit Documents. Holdings acknowledges and agrees that (i) Holdings and the other Credit Parties are in material default under the Credit Documents and that such default is continuing and has not been waived by the Agent or the Lenders; (ii) to the best of Holdings' knowledge and assuming the Lenders have perfected their security interests in the Subject Assets in accordance with applicable law, the Lenders have valid, enforceable liens upon and perfected security interests in all of Holdings' rights, title, and interests in and to the Subject Assets which, collectively, have priority over all other nongovernmental liens and security interests in the Subject Assets; (iii) the Obligations are due and payable and, as of the date hereof, Holdings and the other Credit Parties are indebted to the Agent and the Lenders pursuant to the Credit Documents in an amount not less than \$ [REDACTED] in outstanding Obligations under the Credit Documents (collectively, the "Current Outstanding Indebtedness"); and (iv) Holdings owes the Current Outstanding Indebtedness free of any offset, defense or counterclaim and also agrees that it will not assert any set off, defense or counterclaim to the Current Outstanding Indebtedness.

4.7 Name Change. Holdings shall, and Holdings shall cause ImpreMedia LTIP, LLC to, change its name to a name that has no resemblance or connection to and is not likely to be identified or associated with its current name.

4.8 Membership Interests. Holdings owns 100% of the membership interests in the Company and in Impremedia Digital, free and clear of all Liens, and is irrevocably transferring such membership interests to Hispanic Media free and clear of all Liens (other than under the Credit Agreement).

4.9 Additional Representations, Warranties and Covenants. The additional representations and warranties of Holdings set forth in Exhibit I are true and correct.

5. Representations, Warranties and Covenants of the Agent:

5.1 To Holdings. As of the Closing Date, the Agent represents and warrants to Holdings as follows:

(a) Power and Authority. The Agent has all power and authority to enter into this Agreement and to carry out the transactions contemplated by, and perform its obligations under, this Agreement.

(b) Governmental Consents. The execution and delivery by the Agent of this Agreement and the performance by the Agent of its obligations hereunder do not and will not require any registration with, consent or approval

of, or notice to, or other action to, with or by, any federal, state or other governmental authority or regulatory body.

(c) No Conflict. The execution and delivery by the Agent of this Agreement and the performance by the Agent of its obligations hereunder do not and will not (a) violate any provision of any law or any governmental rule or regulation applicable to it, or any order, judgment or decree of any court or other agency of government binding on it, or (b) violate any provision of any of its organizational documents.

(d) Binding Obligation. This Agreement has been duly executed and delivered by it and, assuming the due authorization, execution and delivery hereof by the other parties hereto, is the legally valid and binding obligation of it enforceable against it in accordance with its terms, except as may be limited by the Bankruptcy and Equity Exception.

5.2 To Hispanic Media. As of the Closing Date, the Agent represents and warrants to Hispanic Media as follows:

(a) Power and Authority. The Agent has all power and authority to enter into this Agreement and to carry out the transactions contemplated by, and perform its obligations under, this Agreement.

(b) Governmental Consents. The execution and delivery by the Agent of this Agreement and the performance by the Agent of its obligations hereunder do not and will not require any registration with, consent or approval of, or notice to, or other action to, with or by, any federal, state or other governmental authority or regulatory body.

(c) No Conflict. The execution and delivery by the Agent of this Agreement and the performance by the Agent of its obligations hereunder do not and will not (a) violate any provision of any law or any governmental rule or regulation applicable to it, or any order, judgment or decree of any court or other agency of government binding on it, or (b) violate any provision of any of its organizational documents.

(d) Binding Obligation. This Agreement has been duly executed and delivered by it and, assuming the due authorization, execution and delivery hereof by the other parties hereto, is the legally valid and binding obligation of it enforceable against it in accordance with its terms, except as may be limited by the Bankruptcy and Equity Exception.

(e) Brokers. No Person acting on behalf of the Agent is or will be entitled to any brokers' or finders' fee or any other commission or similar fee, directly or indirectly, from the Agent in connection with any of the transactions contemplated hereby.

(f) Recitals. The following Recitals set forth above are true and correct: I, II and III.

(g) Foreclosure Transaction. As of the Closing Date: (i) one or more defaults under the Credit Documents have occurred and are continuing; (ii) the outstanding Obligations due under the Credit Documents total not less than \$ [REDACTED] and (iii) the Lenders have the right and are entitled to enforce to the extent of their security interests by strict foreclosure, and have taken all steps required for consummation of such foreclosure, under applicable law including section 9-620 of the UCC.

6. Representations, Warranties and Covenants of Hispanic Media.

6.1 To Holdings. As of the Closing Date, Hispanic Media represents and warrants to Holdings as follows:

(a) Power and Authority. Hispanic Media has all requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by, and perform its obligations under, this Agreement.

(b) Governmental Consents. The execution and delivery by Hispanic Media of this Agreement and the performance by Hispanic Media of its obligations hereunder do not and will not require any registration with, consent or approval of, or notice to, or other action to, with or by, any federal, state or other governmental authority or regulatory body.

(c) No Conflict. The execution and delivery by Hispanic Media of this Agreement and the performance by Hispanic Media of its obligations hereunder do not and will not (a) violate any provision of any law or any governmental rule or regulation applicable to it, or any order, judgment or decree of any court or other agency of government binding on it, or (b) violate any provision of any of its organizational documents.

(d) Binding Obligation. This Agreement has been duly executed and delivered by Hispanic Media and, assuming the due authorization, execution and delivery hereof by the other parties hereto, is the legally valid and binding obligation of Hispanic Media, enforceable against Hispanic Media in accordance with its terms, except as may be limited by the Bankruptcy and Equity Exception.

6.2 To the Agent. As of the Closing Date, Hispanic Media represents and warrants to the Agent, as follows:

(a) Power and Authority. Hispanic Media has all requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by, and perform its obligations under, this Agreement.

(b) Governmental Consents. The execution and delivery by Hispanic Media of this Agreement and the performance by Hispanic Media of its obligations hereunder do not and will not require any registration with, consent or approval of, or notice to, or other action to, with or by, any federal, state or other governmental authority or regulatory body.

(c) No Conflict. The execution and delivery by Hispanic Media of this Agreement and the performance by Hispanic Media of its obligations hereunder do not and will not (a) violate any provision of any law or any governmental rule or regulation applicable to Hispanic Media, or any order, judgment or decree of any court or other agency of government binding on Hispanic Media, or (b) violate any provision of any organizational documents of Hispanic Media.

(d) Binding Obligation. This Agreement has been duly executed and delivered by Hispanic Media and, assuming the due authorization, execution and delivery hereof by the other parties hereto, is the legally valid and binding obligation of Hispanic Media, enforceable against Hispanic Media in accordance with its terms, except as may be limited by the Bankruptcy and Equity Exception.

(e) Brokers. No Person acting on behalf of Hispanic Media is or will be entitled to any brokers' or finders' fee or any other commission or similar fee, directly or indirectly, from Hispanic Media in connection with any of the transactions contemplated hereby.

(f) Organizational Documents. Hispanic Media has delivered to the Agent true and correct copies of Hispanic Media's certificate of incorporation and bylaws. Other than the Shareholders Agreement, there are no shareholder agreements or voting agreements with respect to Hispanic Media's equity securities.

(g) Capitalization.

(h) The Goldman Shares and the GE Shares, when issued in accordance with the provisions hereof, will be validly issued, fully paid and nonassessable shares of Hispanic Media, issued without violation of any preemptive rights and issued free and clear of any Lien, except as provided for under applicable securities laws or under the Shareholders Agreement.

(i) At the Closing, after giving effect to the transactions contemplated hereby, the authorized capitalization of Hispanic Media will consist of [REDACTED] shares of common stock, par value \$0.01 per share, of which [REDACTED] shares are issued and outstanding. All of the issued and outstanding shares of common stock have been duly authorized, validly issued and are fully paid and nonassessable.

(j) At the Closing, after giving effect to the transactions contemplated hereby, other than pursuant to the Shareholders Agreement, the Goldman Warrant and the GE Warrant, there will be no outstanding options, warrants, rights, instruments or agreements, orally or in writing, to purchase or

acquire from Hispanic Media (i) any equity securities of Hispanic Media or (ii) any securities convertible into or exchangeable for equity securities of Hispanic Media.

7. Indemnity by Equityholders. Section 4.2 of Exhibit I sets forth the indemnity provided to Hispanic Media by the Equityholders with respect to the Subject Assets, which indemnity is subject to the terms, conditions and limitations of Article IV of Exhibit I. The Equityholders acknowledge and agree that such indemnity was separately bargained for and is a key element to induce Hispanic Media to enter into this Agreement.

8. Agreement Concerning Post-Closing Collections. Holdings agrees that it will promptly turn over to Hispanic Media, in the form received, all cash, checks and other items of payment which are received by or otherwise come into its possession from and after the Closing Date in connection with the Subject Assets. Prior to delivery to Hispanic Media, Holdings will hold all such cash, checks and other items of payment in trust for Hispanic Media. Holdings hereby irrevocably constitutes and appoints Hispanic Media, effective as of the Closing Date, with full power of substitution, as Holdings' true and lawful attorney-in-fact, with full irrevocable power and authority, in the place and stead of Holdings and in the name of Holdings or in its own name, from time to time in Hispanic Media's sole discretion, to take any and all appropriate action and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, Holdings grants to Hispanic Media the power and right, on behalf of Holdings, without notice to or consent of Holdings, and at any time from and after the Closing, to do the following: (a) take any action deemed appropriate by Hispanic Media for the purpose of collecting any and all monies due Holdings in connection with the Subject Assets, and (b) take all actions Hispanic Media deems necessary to perfect, preserve, or realize upon the Subject Assets, all as fully and effectively as Holdings might do.

9. Miscellaneous.

9.1 Expenses. Except as otherwise expressly provided in this Agreement or documents or agreements contemplated by this Agreement, all expenses incurred in connection with the preparation, execution, and consummation of this Agreement, and of the transactions contemplated hereby, shall be borne by the party incurring such expenses.

9.2 Notice. All notices, demands and other communications hereunder shall be in writing or by written telecommunication, and shall be deemed to have been duly given if delivered personally or by courier, if mailed by certified mail return receipt requested, postage prepaid, or if sent by written telecommunication, confirmation of receipt received, as follows:

If to the Agent, to:

Goldman Sachs Specialty Lending Group, L.P.
6011 Connection Drive
Irving, Texas 75039
Attention: ImpreMedia, Account Manager
Facsimile: (972) 368-5099

With a copy (which shall not constitute notice) sent contemporaneously to:

Richards Kibbe & Orbe LLP
One World Financial Center
New York, New York 10281
Attention: Larry G. Halperin, Esq.
Telephone: (212) 530-1800
Facsimile: (917) 344-8870

If to Holdings or the Equityholders, to:

Bruce Eatroff
c/o Halyard Capital
600 Fifth Avenue, 17th Floor
New York, NY 10022
beatroff@halyard.com
Telephone: (212) 554-2145
Facsimile: (212) 554-2120

With a copy (which shall not constitute notice) sent contemporaneously to:

O'Melveny & Myers LLP
1999 Avenue of the Stars, 7th Floor
Los Angeles, CA 90067
Attention: Robert Haymer
Facsimile: (310) 246-6779

If to Hispanic Media, to:

c/o Hispanoamerican Media Investments B.V.
Prins Bernhardplein 200
1097 JB Amsterdam
The Netherlands
Attention: Jurjen Hardeveld
Telephone: 31-20-521-4903
Facsimile: 31-20-521-4827

with a copy (which shall not constitute notice) sent contemporaneously to:

Hogan Lovells US LLP
875 Third Avenue
New York, NY 10022
Attention: María Luisa Cánovas
Facsimile: (212) 918-3100

9.3 Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The words “include” and “including” shall mean “including without limitation.” When a reference is made in this Agreement to an Article, a Section, an Exhibit or a Schedule, such reference shall be to an Article of, a Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated. The words “hereof”, “herein”, and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term.

9.4 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the parties hereto and their respective successors and permitted assigns.

9.5 Entire Agreement. This Agreement and the related Schedules, Exhibits and agreements delivered in connection herewith contain the entire understanding of the parties with respect to the subject matter hereof, supersede all prior agreements and understandings relating to the subject matter hereof, and shall not be amended except by a written instrument hereafter signed by all of the parties hereto. The Recitals, Exhibits and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof. No party hereto makes any representation or warranty of any kind, whether expressed or implied, other than as expressly set forth in writing in this Agreement, including Exhibit I.

9.6 Governing Law. The validity and construction of this Agreement shall be governed by the internal laws of the State of New York without regard to principles of conflicts of laws.

9.7 Sections, Section Headings and Defined Terms. All enumerated subdivisions of this Agreement are herein referred to as “sections” or “subsections”. The table of contents and the headings of the Sections and subsections are for reference only and shall not limit or control the meaning thereof. Capitalized terms contained in the

Exhibits or Schedules to this Agreement, which are not otherwise defined in such Exhibits or Schedules, shall have the meaning ascribed to them in this Agreement.

9.8 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective heirs, successors and assigns. No party may assign its rights or interests hereunder without providing the other parties with prior written notice, provided that, Holdings may assign this Agreement, in whole or in part, and any rights or interests hereunder, to a wholly owned directly or indirect subsidiary. The prior payment by Hispanic Media of the amounts set forth in Schedule 9.8, to the parties listed thereto, is a condition to the transfer, assignment and delivery of the Subject Assets to Hispanic Media, as Agent's designee, under this Agreement.

9.9 Further Assurances.

(a) From time to time, at the reasonable request of another party hereto, each party hereto shall execute and deliver such further instruments and take such further actions at the expense of the requesting party, as such requesting party may in good faith deem necessary or desirable in order to assure that the transfers, purposes and objectives of this Agreement are fully accomplished. Without limiting the generality of the foregoing, Holdings and Agent will render commercially reasonable assistance to Hispanic Media with respect to the assignment, transfer, and delivery of the Subject Assets to Hispanic Media, including (i) in the case of Holdings, (A) cooperating with Hispanic Media and using commercially reasonable efforts to obtain any consents and approvals that may be required to transfer the Subject Assets to Hispanic Media, and (B) complying with Section 3.3 of Exhibit I; and (ii) in the case of Agent, (A) executing and delivering to Hispanic Media each discharge and release of Liens and other interests, and take all other actions which are commercially reasonable to release the Subject Assets and the assets of the Credit Parties; and (B) promptly after the Closing, cancelling the notes issued pursuant to the Credit Documents and/or apply the legend "paid in full" or "cancelled" to such notes.

(b) The Agent hereby authorizes Hispanic Media to file, or cause to be filed, UCC termination statements and other releases necessary to terminate the Agent's and the Lenders' security interest in the Subject Assets and the assets of the Credit Parties.

(c) In the event of the commencement hereafter of any legal proceeding by or against Holdings pursuant to Title 11 of the United States Code, Holdings shall take all necessary action to move the bankruptcy court and support the effectuation of the assignment, transfer, and delivery of the Subject Assets to Hispanic Media pursuant to the terms of this Agreement, including (i) objecting to the entry of an order for relief against Holdings and/or (ii) moving for the dismissal of any bankruptcy petition filed against Holdings.

(d) Holdings shall deliver to Hispanic Media all books and records of Holdings in the possession of Holdings that pertain to the Subject Assets, except for Holdings' organizational records (including, but not limited to, all minute books), tax returns or workpapers related to such tax returns, or items subject to the attorney-client privilege and/or the attorney work-product doctrine, as soon as reasonably practicable after the Closing Date provided that Holdings may retain copies of any such records as needed in order to wind down its business, and Hispanic Media hereby grants Holdings access to such books and records on an as-needed basis. Holdings shall grant Hispanic Media timely access to Holdings' tax returns and work papers related thereto upon request of Hispanic Media.

9.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile, email or other electronic means shall be equally as effective as delivery of an original executed counterpart of this Agreement.

9.11 Releases.

(a) Subject to the Agent and the Lenders providing a release pursuant to Section 9.11(b), Holdings and, to the fullest extent applicable, its stockholders, general partners, limited partners, members, successors, assigns, attorneys, employees, agents, representatives, managers, officers and directors (collectively in such capacity, the "Holdings Releasers"), hereby waive and release, as applicable, the Agent, the Lenders and the other Credit Parties, including, to the fullest extent applicable, their respective former and current affiliates, subsidiaries, stockholders, general partners, limited partners, members, successors, assigns, officers, directors, employees, agents, managers, attorneys and representatives, from all claims, rights, demands, debts, liabilities, actions and causes of action of any and every type or nature whatsoever, whether known or unknown, whether arising on or before the Closing Date, in law or equity, or by tort or contract, which such Releaser ever had or now has (collectively, the "Claims"), relating directly or indirectly to the Credit Parties, or the Credit Documents or the loans thereunder; provided, however, that nothing herein shall be, or shall be construed as, a waiver or release of any Claim under this Agreement or arising, whether directly or indirectly, from any breach hereunder.

(b) Subject to Holdings providing a release pursuant to Section 9.11(a), the Agent and the Lenders, including, to the fullest extent applicable, their respective affiliates, subsidiaries, stockholders, general partners, limited partners, members, successors, assigns, officers, directors, employees, agents, managers, attorneys and representatives (collectively, in such capacity, the "Lender Releasers"), and together with the Holdings Releasers, the "Releasers"), hereby waive and release, as applicable, Holdings and the other Credit Parties, including, to the fullest extent applicable, their respective former and current

stockholders, general partners, limited partners, members, successors, assigns, attorneys, employees, agents, representatives, managers, officers and directors, from all Claims relating directly or indirectly to the Credit Parties or the Credit Documents or the loans thereunder; provided, however, that nothing herein shall be, or shall be construed as, a waiver or release of any Claim under this Agreement or arising, whether directly or indirectly, from any breach hereunder.

(c) Holdings and the Agent also waive and release and promise never to assert any such Claims, even if such party does not now know or believe that it has such Claims.

(d) Holdings and the Agent hereby warrant to the other that such party has not assigned or otherwise transferred to any other person or entity all or any part of such Claim.

With respect to any and all Claims released pursuant to the foregoing paragraphs, each of the Releasers expressly waives the provisions, rights, and benefits of California Civil Code § 1542 and any provisions, rights and benefits conferred by any law of any state or territory of the United States or principle of common law which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor”.

The Releasers may hereafter discover facts in addition to or different from those that any of them now knows or believes to be true with respect to the subject matter of the Claims released hereunder; however, each Releaser fully, finally, and forever settles and releases any and all Claims released hereunder, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Releasers acknowledge that the foregoing waiver was separately bargained for and a key element of the Agreement of which this release is a part.

9.12 Tax Cooperation.

(a) Holdings shall cause to be prepared and timely filed (or provide to Hispanic Media or, as applicable, the Company, Impremedia Digital or the applicable subsidiary of the Company (the Company, its subsidiaries and Impremedia Digital, collectively, the “Subject Companies”), who will cause to be timely filed, if required) (i) all tax returns that are required to be filed by it on

or before the Closing Date and (ii) all Pass-Through Returns (as defined below) required to be filed after the Closing Date that pertain to taxable years ending on or before the Closing Date. Such returns shall be prepared in a manner that is consistent with past practice (except as otherwise required by law). Holdings will deliver drafts of all income or franchise tax returns described in clause (i) immediately above to Hispanic Media no later than twenty (20) business days prior to the date (including extensions) on which such tax returns are required to be filed. Hispanic Media shall have the right, within ten (10) business days after the date of receipt by Hispanic Media of any income or franchise tax return described in clause (i) immediately above, to request in writing any reasonable changes to such tax return. Unless otherwise required by law, Holdings shall incorporate such changes as are reasonably and timely requested by Hispanic Media. As used herein, a “Pass-Through Return” is a tax return of any Subject Company (other than a Subject Company taxable as a corporation) that pertains to income or franchise taxes.

(b) Hispanic Media shall be responsible for preparing and filing when due all other Tax Returns (as defined in **Exhibit I**) of the Subject Companies. For any such Tax Return of a Subject Company, the contents of which could adversely affect the tax liabilities of Holdings or its direct or indirect beneficial owners, Hispanic Media shall provide Holdings with a copy of such Tax Return (and supporting schedules) in the form proposed to be filed by Hispanic Media at least twenty (20) business days in advance of the due date for income Tax Returns and within a reasonable period of time (but no less than ten (10) business days in any event) prior to the due date for all other Tax Returns. Holdings shall have the right to review and consent to the filing of any such tax return prior to the filing of such tax return, which consent shall not be unreasonably withheld or delayed.

(c) After the Closing Date, Hispanic Media and Holdings shall promptly notify the other in writing of the proposed assessment or the commencement of any Tax (as defined in **Exhibit I**) audit or administrative or judicial proceeding pertaining to a Subject Company (other than a Subject Company taxable as a corporation) for a taxable period beginning before the Closing Date (a “Contest”). In the case of a Contest that relates to income or franchise Taxes or any Taxes that Holdings could be liable for, for a Taxable period ending on or before the Closing Date, Holdings shall have the sole right, at its expense, to control the conduct of such Contest; provided, however, that Holdings shall not settle or compromise any asserted liability with respect to any such Contest without the prior written consent of Hispanic Media if such settlement or compromise would adversely affect Hispanic Media or its Affiliates (as defined in **Exhibit I**), which consent shall not be unreasonably withheld or delayed. Hispanic Media will control all other Contests; provided that Holdings may monitor any such proceeding and will have the right to reasonably approve the disposition thereof to the extent the outcome could adversely affect the Tax liabilities of Holdings or its direct or indirect beneficial owners. Hispanic Media and Holdings agree to cooperate, and Hispanic Media

agrees to cause the Company to cooperate, in the defense against or compromise of any claim in any audit or proceeding. In the event that Holdings is dissolved following the Closing Date, Holdings shall have the right to appoint a representative (the “Tax Matters Representative”) to assume Holdings’ rights and obligations pursuant to this Section 9.12, in which case all references to “Holdings” in this Section 9.12 shall thereafter be deemed to be references to the Tax Matters Representative.

(d) All existing Tax Sharing Agreements (as defined in Exhibit I) to which any Subject Company is a party, or by which any Subject Company is bound, shall be deemed terminated at and as of the Closing Date with regard to the Subject Companies.

(e) Following the Closing Date, Hispanic Media, the Company, and Holdings or the Tax Matters Representative (as applicable) shall, as reasonably requested by any party hereto: (i) assist any other party in preparing any Tax Returns relating to the Subject Companies which such other party is responsible for preparing and filing; (ii) cooperate in preparing for any Tax audit of, or dispute with taxing authorities regarding, and any judicial or administrative proceeding relating to, liability for Taxes, in the preparation or conduct of litigation or investigation of claims, and in connection with the preparation of financial statements or other documents to be filed with any Taxing Authority (as defined in Exhibit I), in each case with respect to the Company; (iii) make available to the other parties hereto and to any Taxing Authority as reasonably requested all information, records, and documents relating to Taxes relating to the Company (at the cost and expense of the requesting party); (iv) provide timely notice to the other parties hereto in writing of any pending or threatened Tax audits or assessments relating to the Company for taxable periods for which any such other party is responsible; and (v) furnish the other parties hereto with copies of all correspondence received from any Taxing Authority in connection with any Tax audit or information request with respect to any Tax periods for which any such other party is responsible.

9.13 Jurisdiction. The parties irrevocably and unconditionally submit to and accept the exclusive jurisdiction of the United States District Court for the Southern District of New York located in the Borough of Manhattan or the courts of the State of New York located in the County of New York for any action, suit or proceeding arising out of or based upon this Agreement or any matter relating to it and waive any objection that they may have to the laying of venue in any such court or that such court is an inconvenient forum or does not have personal jurisdiction over them.

9.14 Avoidance. To the extent that the Bill of Sale or any other document evidencing a conveyance of a substantial or material portion of the Subjects Assets to Hispanic Media or the strict foreclosure is ever rendered void or is rescinded by operation of law, is ever invalidated, rescinded, required to be disgorged, or otherwise set aside, whether: (a) by order of any state or federal court of competent jurisdiction; (b) by reason of any order arising out of any claim or proceeding initiated or commenced in

favor of, against, on behalf of, or in concert with Holdings or any person claiming by or through Holdings; or (c) by reason of any other occurrence, all Obligations under the Credit Documents shall be reinstated against the Credit Parties and the Agent shall be obligated to return to Hispanic Media the Purchase Price.

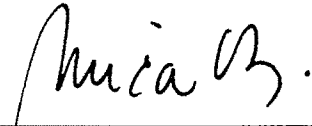
9.15 Survival. The provisions contained in Sections 2.3, 4 (except for the provisions set forth in Section 4.9, which shall survive as contemplated herein), 5, 6, 7, (to the extent provided in Article IV of Exhibit I), 8, and 9 shall survive the Closing.

9.16 Announcements. No public or private announcement or similar publicity with respect to this Agreement or the foreclosure contemplated hereby shall be made by any party without the prior written consent of all parties hereto that are in existence at the time such party desires to make such announcement.

[Remainder of page intentionally left blank; signature pages follow]

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

IMPREMEDIA, LLC

By: 
Name: MONICA LOZANO
Title: _____

GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P., as Administrative Agent and
Collateral Agent

By: 
Name: STEVEN PLUSS
Title: Senior Vice President

Signature Page to Foreclosure Agreement

TRADEMARK
REEL: 007760 FRAME: 0846

US HISPANIC MEDIA, INC.

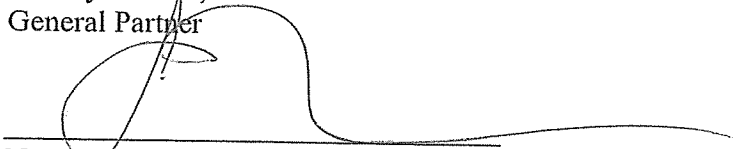
By: 

Name: Eduardo Lomanto
Title: President

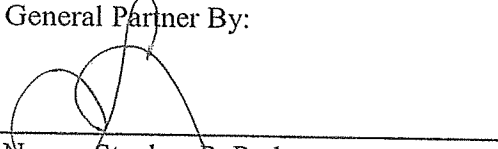
Signature Page to Foreclosure Agreement

TRADEMARK
REEL: 007760 FRAME: 0847

Clarity Partners, L.P.
By: Clarity GenPar, LLC
Its: General Partner

By: 
Name: Stephen P. Rader
Its: *managing General Partner*

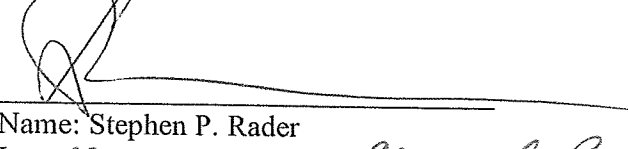
Clarity Advisors L.P.
By: Clarity GenPar, LLC
Its: General Partner By:

By: 
Name: Stephen P. Rader
Its: *managing General Partner*

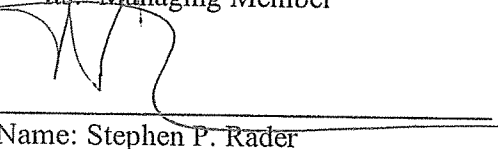
Clarity Associates, L.P.
By: Clarity GenPar, LLC
Its: General Partner

By: 
Name: Stephen P. Rader
Its: *managing general Partner*

CPK, GP.
By: Clarity GenPar, LLC
Its: General Partner

By: 
Name: Stephen P. Rader
Its: *managing general Partner*

Clarity Management, L.P.
By: Clarity Management LLC,
Its: Managing Member

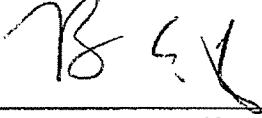
By: 
Name: Stephen P. Rader
Its: *managing general Partner*

Halyard Capital Fund, L.P.

By: Halyard Fund GP, LP
Its: General Partner

By: Halyard Advisors, LLC
Its: General Partner

By: Halyard Principals, LLC,
Its: Investment Member

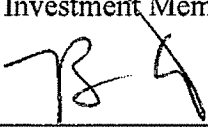
By: 
Name: Bruce Eatroff
Its:

Halyard Capital Fund Intermediate, L.P.

By: Halyard Fund GP, LP
Its: General Partner

By: Halyard Advisors, LLC
Its: General Partner

By: Halyard Principals, LLC,
Its: Investment Member

By: 
Name: Bruce Eatroff
Its:

ACON Newspaper Partners, L.P.

By: ACON Newspaper GP, LLC,
Its: General Partner

By: _____
Name: Daniel Jinich
Its:

Halyard Capital Fund, L.P.

By: Halyard Fund GP, LP
Its: General Partner

By: Halyard Advisors, LLC
Its: General Partner

By: Halyard Principals, LLC,
Its: Investment Member

By: _____
Name: Bruce Eatroff
Its:

Halyard Capital Fund Intermediate, L.P.

By: Halyard Fund GP, LP
Its: General Partner

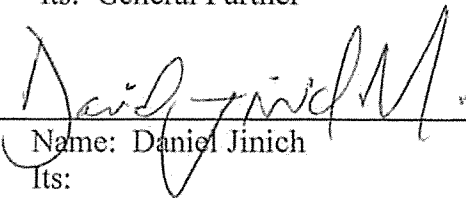
By: Halyard Advisors, LLC
Its: General Partner

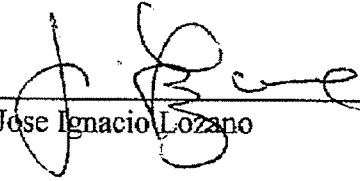
By: Halyard Principals, LLC,
Its: Investment Member

By: _____
Name: Bruce Eatroff
Its:

ACON Newspaper Partners, L.P.

By: ACON Newspaper GP, LLC,
Its: General Partner

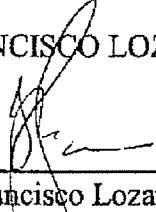
By: 
Name: Daniel Jinich
Its:



Jose Ignacio Lozano

Monica C. Lozano

Leticia E. Lozano

FRANCISCO LOZANO LIVING TRUST
By: 

Francisco Lozano, as Trustee

Lozano Family Trust,
Established U/D/T dated April 21, 1976,
As amended

By: _____
Ignacio E. Lozano, Jr., as Trustee

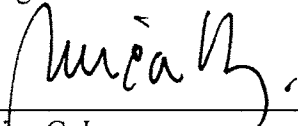
By: _____
Marta N. Lozano, as Trustee

John Paton

Blayne Collins

Robert Armband

Jose Ignacio Lozano



Monica C. Lozano

Leticia E. Lozano

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Robert Armband

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Monica C. Lozano

Leticia E. Lozano

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John Paton



Blayne Collins

Robert Armband

Jose Ignacio Lozano

Monica C. Lozano

Leticia E. Lozano

FRANCISCO LOZANO LIVING TRUST

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By: _____
Ignacio E. Lozano, Jr., as Trustee

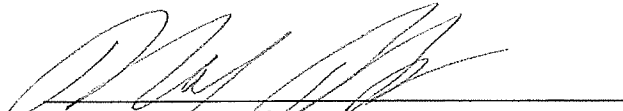
By: _____
Marta N. Lozano, as Trustee

John Paton

Blayne Collins



Robert Armband



Michael Fernhoff

ATTACHMENT A-1

INTELLECTUAL PROPERTY

1. All of Guarantor's trademarks, service marks, trade names (whether registered or unregistered), certification marks, service names, industrial designs, brand names, trade dress rights, internet domain names and web addresses and sites (including, but not limited to, those listed under Section 4 below), indentifying symbols, logos, emblems, signs or insignia, and including all good will associated with the foregoing, as well as any rights to recover for past, present or future infringement, including, but not limited to, the following:

Owner	TM/SN/RN/Disclaimer	Status/Key Dates	Full Goods/Services
Impremedia, LLC	AL VOLANTE AL VOLANTE SN:77-385500 RN:3,862,399	Registered October 19, 2010 Int'l Class: 16, 35 First Use: October, 2004 Filed: January 31, 2008 Published: March 3, 2009	(Int'l Class: 16) Printed publications, namely, newspapers, in the field of automobiles (Int'l Class: 35) Providing consumer product information on automobiles and automotive parts via a global computer network
Impremedia, LLC	AVENIDAS AVENIDAS SN:77-355387	Abandoned - No Statement of Use March 7, 2011 Filed: December 19, 2007 Published: May 12, 2009 Allowed: August 4, 2009	(Int'l Class: 16) Magazine columns about Hispanic lifestyles, culture, news and information; magazine departments in the field of Hispanic lifestyles, culture, news and information; magazine sections in the field of Hispanic lifestyles, culture, news and information; magazines featuring Hispanic lifestyles, culture, news and information; newspapers; newspapers in the field of Hispanic lifestyles, culture, news and information; syndicated newspaper columns dealing with Hispanic lifestyles, culture, news and information
Impremedia, LLC	IMPREMEDIA SN:78-341662 RN:3,159,834	Registered October 17, 2006 Int'l Class: 9, 16 First Use: January 15, 2004 Filed: December 16, 2003 Published: May 3, 2005 Allowed: July 26, 2005	(Int'l Class: 9) Providing on-line Spanish language and bi-lingual newspapers and Spanish language magazines of general interest, which are downloadable (Int'l Class: 16) Spanish language and bi-lingual newspapers and Spanish language and bi-lingual magazines of general interest

2. All of Guarantor's patents, patent applications, any reissues, reexaminations, divisionals, continuations, continuations-in-part, provisionals, and extensions thereof, as well as any rights to recover for past, present or future infringement.
3. All of Guarantor's works of authorship, copyrights, whether registered or unregistered (including copyrights in all of Guarantor's computer programs, including any and all software implementations of algorithms, models and methodologies whether in source code, object code or other form, databases and compilations, including any and all data and collections of data (including all user data (including user's email addresses and playlists)), descriptions, flow-charts and other work product used to design, plan, organize and develop the foregoing), mask work rights and registrations and applications therefore, as well as any rights to recover for past, present or future infringement.
4. All of Guarantor's domain names, web addresses and sites, as well as any rights to recover for past, present or future infringement, including, without limitation, the following:

#	Domain Name	Registrant	Registrar	Expiration Date
1	DIGLOS.US	Daniel Diaz (Organization: impreMedia)	GoDaddy	August 14, 2012
2	DIGLOSIA.US	Daniel Diaz (Organization: impreMedia)	GoDaddy	August 14, 2012
3	DIGLOS.COM	impreMedia	GoDaddy	August 15, 2012
4	DIGLOS.INFO	Daniel Diaz (Organization: impreMedia)	GoDaddy	August 15, 2012
5	DIGLOS.MOBI	Daniel Diaz (Organization: impreMedia)	GoDaddy	August 15, 2012
6	DIGLOS.NET	impreMedia	GoDaddy	August 15, 2012
7	DIGLOS.ORG	Daniel Diaz (Organization: impreMedia)	GoDaddy	August 15, 2012
8	DIGLOSIA.COM	Daniel Diaz (Organization: impreMedia)	GoDaddy	August 15, 2012
9	DIGLOSIA.INFO	Daniel Diaz (Organization: impreMedia)	GoDaddy	August 15, 2012
10	DIGLOSIA.NET	impreMedia	GoDaddy	August 15, 2012
11	DIGLOSIA.ORG	Daniel Diaz (Organization: impreMedia)	GoDaddy	August 15, 2012
12	CULTROPOLIS.COM	impreMedia	GoDaddy	August 22, 2012
13	GLOSGLOS.COM	impreMedia	GoDaddy	August 22, 2012
14	GLOSGLOS.NET	impreMedia	GoDaddy	August 22, 2012
15	SOCIUDAD.COM	impreMedia	GoDaddy	August 22, 2012
16	IMPREREWARD.COM	impreMedia	GoDaddy	October 03, 2014
17	IMPREREWARD.NET	impreMedia	GoDaddy	October 03, 2014
18	IMPREREWARD.ORG	Daniel Diaz (Organization: impreMedia)	GoDaddy	October 04, 2014
19	IMPREREWARDS.CO	impreMedia	GoDaddy	October 03, 2014

#	Domain Name	Registrant	Registrar	Expiration Date
	M			
20	IMPREREWARDS.NET	impreMedia	GoDaddy	October 03, 2014
21	IMPREREWARDS.ORG	Daniel Diaz (Organization: impreMedia)	GoDaddy	October 04, 2014
22	AMNUEVAYORK.TV	Unavailable	GoDaddy	May 05, 2012
23	AM-NUEVA-YORK.TV	Unavailable	GoDaddy	May 05, 2012
24	LATISI.COM	impreMedia	GoDaddy	May 22, 2012
25	LATISI.NET	impreMedia	GoDaddy	May 22, 2012
26	LATISI.US	impreMedia	GoDaddy	May 22, 2012
27	LATISI.INFO	Daniel Diaz (Organization: impreMedia)	GoDaddy	May 23, 2012
28	TUCOPATUVOZ.COM	impreMedia	GoDaddy	June 01, 2012
29	TUERESLACOPA.COM	impreMedia	GoDaddy	June 01, 2012
30	SITIAZO.COM	impreMedia	GoDaddy	August 22, 2012
31	IMPRESAUTOS.COM	impreMedia	GoDaddy	November 09, 2012
32	IMPRESBUSINESS.COM	impreMedia	GoDaddy	November 09, 2012
33	IMPRESMOTOS.COM	impreMedia	GoDaddy	November 09, 2012
34	IMPRESCASAS.COM	impreMedia	GoDaddy	November 09, 2012
35	IMPRESCLASIFICADOS.COM	impreMedia	GoDaddy	November 09, 2012
36	IMPRESCOMPRAS.COM	impreMedia	GoDaddy	November 09, 2012
37	IMPRESCORREOS.COM	impreMedia	GoDaddy	November 09, 2012
38	IMPRESMATING.COM	impreMedia	GoDaddy	November 09, 2012
39	IMPRESDEPORTES.COM	impreMedia	GoDaddy	November 09, 2012
40	IMPRESMAIL.COM	impreMedia	GoDaddy	November 09, 2012
41	IMPRESempleo.COM	impreMedia	GoDaddy	November 09, 2012
42	IMPRESempleos.COM	impreMedia	GoDaddy	November 09, 2012
43	IMPRESentertainment.COM	impreMedia	GoDaddy	November 09, 2012
44	IMPRESentrenimiento.COM	impreMedia	GoDaddy	November 09, 2012
45	IMPRESfinanzas.COM	impreMedia	GoDaddy	November 09, 2012
46	IMPRESHOMES.COM	impreMedia	GoDaddy	November 09, 2012
47	IMPRESJOBS.COM	impreMedia	GoDaddy	November 09, 2012
48	IMPRESLIVING.COM	impreMedia	GoDaddy	November 09, 2012

#	Domain Name	Registrant	Registrar	Expiration Date
49	IMPREMAIL.COM	impreMedia	GoDaddy	November 09, 2012
50	IMPREMERCADO.COM	impreMedia	GoDaddy	November 09, 2012
51	IMPREMOBILE.COM	impreMedia	GoDaddy	November 09, 2012
52	IMPREMOVIL.COM	impreMedia	GoDaddy	November 09, 2012
53	IMPREMPLEO.COM	impreMedia	GoDaddy	November 09, 2012
54	IMPREMPLEOS.COM	impreMedia	GoDaddy	November 09, 2012
55	IMPRENEWS.COM	impreMedia	GoDaddy	November 09, 2012
56	IMPRENOTICIAS.COM	impreMedia	GoDaddy	November 09, 2012
57	IMPRENTRETENIMIENTO.COM	impreMedia	GoDaddy	November 09, 2012
58	IMPRERADIO.COM	impreMedia	GoDaddy	November 09, 2012
59	IMPREREALESTATE.COM	impreMedia	GoDaddy	November 09, 2012
60	IMPRESHOPPING.COM	impreMedia	GoDaddy	November 09, 2012
61	IMPRESORTS.COM	impreMedia	GoDaddy	November 09, 2012
62	IMPRETRABAJO.COM	impreMedia	GoDaddy	November 09, 2012
63	IMPRETV.COM	impreMedia	GoDaddy	November 09, 2012
64	IMPREVIDEO.COM	impreMedia	GoDaddy	November 09, 2012
65	IMPREVIDEOS.COM	impreMedia	GoDaddy	November 09, 2012
66	IMPREWORK.COM	impreMedia	GoDaddy	November 09, 2012
67	IMPRE.US	Daniel Diaz (Organization: impreMedia)	GoDaddy	January 02, 2013
68	IMPRESAUTOS.US	Daniel Diaz (Organization: impreMedia)	GoDaddy	January 02, 2013
69	IMPRESIONESLATINAS.US	Daniel Diaz (Organization: impreMedia)	GoDaddy	January 02, 2013
70	IMPRETV.US	Daniel Diaz (Organization: impreMedia)	GoDaddy	January 02, 2013
71	IMPRE.MOBI	Daniel Diaz (Organization: impreMedia)	GoDaddy	January 03, 2013
72	IMPRE.ORG	impreMedia	GoDaddy	January 03, 2013
73	IMPRE.TV	impreMedia	GoDaddy	January 03, 2013
74	IMPRESAUTOS.INFO	impreMedia	GoDaddy	January 03, 2013
75	IMPRESAUTOS.MOBI	impreMedia	GoDaddy	January 03, 2013
76	IMPRESAUTOS.NET	impreMedia	GoDaddy	January 03, 2013
77	IMPRESAUTOS.ORG	impreMedia	GoDaddy	January 03, 2013
78	IMPRESAUTOS.TV	impreMedia	GoDaddy	January 03, 2013
79	IMPRESIONESLATINAS.COM	impreMedia	GoDaddy	January 03, 2013
80	IMPRESIONESLATINAS.INFO	impreMedia	GoDaddy	January 03, 2013

#	Domain Name	Registrant	Registrar	Expiration Date
81	IMPRESIONESLATIN AS.MOBI	impreMedia	GoDaddy	January 03, 2013
82	IMPRESIONESLATIN AS.NET	impreMedia	GoDaddy	January 03, 2013
83	IMPRESIONESLATIN AS.ORG	impreMedia	GoDaddy	January 03, 2013
84	IMPRESIONESLATIN AS.TV	impreMedia	GoDaddy	January 03, 2013
85	IMPRETV.MOBI	impreMedia	GoDaddy	January 03, 2013
86	IMPRETV.NET	impreMedia	GoDaddy	January 03, 2013
87	IMPRETV.ORG	impreMedia	GoDaddy	January 03, 2013
88	IMPRETV.TV	impreMedia	GoDaddy	January 03, 2013
89	HOYNJ.COM	Domains by Proxy, Inc.	GoDaddy	March 29, 2013
90	HOYNJ.NET	Domains by Proxy, Inc.	GoDaddy	March 29, 2013
91	HOYNYC.COM	Domains by Proxy, Inc.	GoDaddy	March 29, 2013
92	HOYNYC.NET	Domains by Proxy, Inc.	GoDaddy	March 29, 2013
93	ROUND13.COM	impreMedia	GoDaddy	April 23, 2013
94	HOYNUEVAYORK.C OM	Domains by Proxy, Inc.	GoDaddy	April 25, 2013
95	HOYNUEVAYORK.NE T	Domains by Proxy, Inc.	GoDaddy	April 25, 2013
96	PONTEALVOLANTE. BIZ	impreMedia	GoDaddy	May 04, 2013
97	PONTEALVOLANTE. US	impreMedia	GoDaddy	May 04, 2013
98	PONTEALVOLANTE. COM	impreMedia	GoDaddy	May 05, 2013
99	PONTEALVOLANTE.I NFO	impreMedia	GoDaddy	May 05, 2013
100	PONTEALVOLANTE. NET	impreMedia	GoDaddy	May 05, 2013
101	PONTEALVOLANTE. ORG	impreMedia	GoDaddy	May 05, 2013
102	PONTEALVOLANTE. TV	impreMedia	GoDaddy	May 05, 2013
103	LAOPINION.ORG	impreMedia	GoDaddy	May 29, 2013
104	RUMBOELVALLE.CO M	impreMedia	GoDaddy	June 17, 2013
105	RUMBOHOUSTON.CO M	impreMedia	GoDaddy	June 17, 2013
106	RUMBOSANANTONI O.COM	impreMedia	GoDaddy	June 17, 2013
107	RUMBOTEXAS.COM	impreMedia	GoDaddy	June 17, 2013
108	RUMBOTX.COM	impreMedia	GoDaddy	June 17, 2013
109	ELDIARIOAUTOS.CO M	impreMedia	GoDaddy	July 11, 2013
110	ELDIARIONYAUTOS. COM	impreMedia	GoDaddy	July 11, 2013

#	Domain Name	Registrant	Registrar	Expiration Date
111	ELMENSAJEROAUTOS.COM	impreMedia	GoDaddy	July 11, 2013
112	HOYAUTOS.COM	impreMedia	GoDaddy	July 11, 2013
113	HOYNUEVAYORKAUTOS.COM	impreMedia	GoDaddy	July 11, 2013
114	LAOPINIONAUTOS.COM	impreMedia	GoDaddy	July 11, 2013
115	LAPRENSAAUTOS.COM	impreMedia	GoDaddy	July 11, 2013
116	LAPRENSAFLAUTOS.COM	impreMedia	GoDaddy	July 11, 2013
117	LAVIBRAAUTOS.COM	impreMedia	GoDaddy	July 11, 2013
118	RUMBOAUTOS.COM	impreMedia	GoDaddy	July 11, 2013
119	RUMBONETAUTOS.COM	impreMedia	GoDaddy	July 11, 2013
120	VISTAMAGAZINEAUTOS.COM	impreMedia	GoDaddy	July 11, 2013
121	LAOPINION.INFO	impreMedia	GoDaddy	August 09, 2013
122	IMPREMEDIADIGITAL.COM	impreMedia	GoDaddy	August 17, 2013
123	IMPREMEDIADIGITAL.NET	impreMedia	GoDaddy	August 17, 2013
124	ELDIARIONY.NET	impreMedia	GoDaddy	August 22, 2013
125	LAPRENSAORLANDO.ORG	impreMedia	GoDaddy	August 25, 2013
126	CONTIGOLA.COM	Domains by Proxy, Inc.	GoDaddy	September 08, 2013
127	CONTIGONY.COM	Domains by Proxy, Inc.	GoDaddy	September 08, 2013
128	ELCAMBIOHOY.COM	impreMedia	GoDaddy	November 13, 2013
129	ELCAMBIOLATINO.COM	impreMedia	GoDaddy	November 13, 2013
130	OJOENLAMIGRA.COM	impreMedia	GoDaddy	March 20, 2014
131	IMPREMEDIALLC.COM	Domains by Proxy, Inc.	GoDaddy	July 13, 2014
132	IMPREMEDIALLC.NET	Domains by Proxy, Inc.	GoDaddy	July 13, 2014
133	CANCHASUR.COM	impreMedia	GoDaddy	November 02, 2014
134	NOTICIASLOCAL.COM	impreMedia	GoDaddy	November 02, 2014
135	IMPREGUIA.COM	impreMedia	GoDaddy	December 28, 2014
136	IMPRE.COM	impreMedia	GoDaddy	August 18, 2017
137	meximerica.com	Meximerica Media	Network Solutions	June 20, 2012
138	meximerica.net	Meximerica Media	Network Solutions	June 20, 2012
139	impremedia.com	Clarity Partners, L.P.	Network Solutions	November 21, 2015

#	Domain Name	Registrant	Registrar	Expiration Date
140	primeramedia.com	Clarity Partners, L.P.	Network Solutions	November 21, 2015
150	LACONTIGO.COM	Domains by Proxy, Inc.	GoDaddy	September 14, 2012
151	AMNUEVAYORK.TV	Unavailable	Go Daddy	May 05, 2012
152	AM-NUEVA-YORK.TV	Unavailable	Go Daddy	May 05, 2012

5. Any other intellectual property and industrial rights of Guarantor, which, for the avoidance of doubt, shall include all such rights of Debtor, all subsidiaries of Debtor, and Impremedia Digital, LLC, whether protected, created or arising under the laws of the United States or any foreign jurisdiction, and all rights associated therewith, including any such rights arising from or in respect of the following: (a) patents, patent applications, any reissues, reexaminations, divisionals, continuations, continuations-in-part, provisionals, and extensions thereof, as well as any rights to recover for past infringement; (b) trademarks, service marks, trade names (whether registered or unregistered), certification marks, service names, industrial designs, brand names, brand marks, trade dress rights, internet domain names, identifying symbols, logos, emblems, signs or insignia, and including all goodwill associated with the foregoing; (c) works of authorship, copyrights, whether registered or unregistered (including copyrights in software), mask work rights and registrations and applications therefore; (d) confidential and proprietary information, or non-public processes, trade secrets, designs, specifications, technology, know-how, techniques, formulas, inventions (whether patentable or not), invention disclosures, concepts, trade secrets, discoveries, customer lists, supplier lists, ideas and technical data and information; (e) software, database and data collections and all rights therein; (f) all moral and economic rights of authors and inventors, however denominated; (g) all applications, registrations and permits related to any of the foregoing clauses (a) through (f); and (h) any similar or equivalent rights to any of the foregoing, including, without limitation, the intellectual property set forth on Section 1.15(a) of the the Disclosure Schedule to Exhibit I of the Foreclosure Agreement.

SECTION 1.15(a)

Intellectual Property

(i) Company Registered Intellectual Property

1. U.S. and State Trademark Applications and Registrations

Trademark	State/ Country	App. No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
LA RAZA	Arizona	N/A		47155	14-Mar-2003	Registered	Rossi Publications, Inc.*
GOLAZO (and Design)	California	N/A	N/A	99179	01-Aug-1994	Registered	La Opinion, Inc.
LA RAZA	California	N/A	N/A	109455	02-Sep-2003	Registered	Rossi Publications, Inc.*
LA PRENSA	Florida	N/A	N/A	T050000010 47	11-Aug-2005	Registered	La Prensa Newspaper, Inc.**
VISTA MAGAZINE	Florida	N/A	N/A	T060000013 78	24-Oct-2006	Registered	Vista Publishing Corporation***
LA RAZA	Illinois	N/A	N/A	90318	19-Mar-2003	Registered	La Raza Chicago Inc.
LA RAZA	Indiana	N/A	N/A	20030450	27-Jun-2003	Registered	Richard J. Gurak, Dba Rossi Publications, Inc.*
LA RAZA	Iowa	N/A	N/A	284160	26-Aug-2003	Registered	La Raza Chicago Inc.
LA RAZA (Stylized)	New Mexico	N/A	N/A	TK02101503	15-Oct-2002	Registered	Rossi Publications, Inc.*
LA RAZA	Texas	N/A	N/A	800182934	08-Apr-2003	Registered	Rossi Publications, Inc.*
AL VOLANTE	USA	77/385500	31-Jan-2008	3862399	19-Oct-2010	Registered	Impremedia LLC
CONTIGO	USA	77/434804	28-Mar-2008	3524003	28-Oct-2008	Registered	Impremedia Operating Company, LLC
EL DIARIO CONTIGO	USA	78/658751	27-Jun-2005	3290355	11-Sep-2007	Registered	El Diario, LLC
EL DIARIO LA PRENSA	USA	74/448046	14-Oct-1993	1863697	22-Nov-1994	Registered	CPK NYC LLC
EL MENSAJERO	USA	76/542834	08-Sep-2003	2876788	24-Aug-2004	Registered	La Opinion SFO, LLC
GOLAZO	USA	77/644260	06-Jan-2009	3823662	27-Jul-2010	Registered	Impremedia Operating Company, LLC

I (& Design)		USA	77/356693	20-Dec-2007	3596088	24-Mar-2009	Registered	Impremedia Digital LLC
IMPRE		USA	77/467228	06-May-2008	3629903	02-Jun-2009	Registered	Impremedia Operating Company, LLC
IMPREDIA		USA	78/341662	16-Dec-2003	3159834	17-Oct-2006	Registered	Impremedia LLC
LA OPINION		USA	74/116776	19-Nov-1990	1686365	12-May-1992	Registered	La Opinion, L.P.
LA OPINION DIRECT		USA	76/049012	16-May-2000	2669751	31-Dec-2002	Registered	La Opinion, L.P.
LA PRENSA EL PERIODICO HISPANO DE LA FLORIDA		USA	78/568861	16-Feb-2005	3144413	19-Sep-2006	Registered	Impremedia Florida, LLC
LA PRENSA EL PERIODICO HISPANO DE LA FLORIDA (& Design)		USA	78/568852	16-Feb-2005	3223885	03-Apr-2007	Registered	Impremedia Florida, LLC



LA RAZA		USA	76/344398	30-Nov-2001	N/A	N/A	Pending	La Raza Chicago, Inc.
LA RAZA		USA	76/373385	20-Feb-2002	N/A	N/A	Pending	La Raza Chicago, Inc.
LA RAZA		USA	76/372222	19-Feb-2002	N/A	N/A	Pending	La Raza Chicago, Inc.
LA RAZA		USA	76/396687	18-Apr-2002	N/A	N/A	Pending	La Raza Chicago, Inc.
LA RAZA AUTOS Y MAS (& Design)		USA	78/370758	19-Feb-2004	N/A	N/A	Pending	La Raza Chicago, Inc.



LA RAZA ON LINE (Stylized)		USA	76/385716	21-Mar-2002	N/A	N/A	Pending	La Raza Chicago, Inc.
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LA RAZA (Stylized)		USA	76/344399	30-Nov-2001	N/A	N/A	Pending	La Raza Chicago, Inc.
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LA VIBRA		USA	76/049015	16-May-2000	2669753	31-Dec-2002	Registered	La Opinion, L.P.
LAOPINIONDIGITAL		USA	76/049013	16-May-2000	2669752	31-Dec-2002	Registered	La Opinion, L.P.
RUMBO		USA	76/585182	2-Apr-2004	3130307	15-Aug-2006	Registered	Impremedia Texas, LLC
RUMBO		USA	76/585183	2-Apr-2004	3130308	15-Aug-2006	Registered	Impremedia Texas, LLC
PIENSA DIGITAL		USA	85/198706	15-Dec-2010	N/A	N/A	Published	Impremedia Operating Company, LLC
PIENSA DIGITAL		USA	85/975509	15-Dec-2010	4043604	18-Oct-2011	Registered	ImpreMedia Operating Company LLC
VISTA		USA	76/683237	23-Oct-2007	3451809	24-Jun-2008	Registered	Impremedia Vista, LLC



* Documents to update the record owner for the registration to La Raza Chicago, Inc. were filed with the relevant Secretary of State on March 6, 2012.

** Documents to update the record owner for the registration to Impremedia Vista, LLC were filed with the Florida Secretary of State on March 6, 2012, and will be corrected to update the record owner for the registration to Impremedia Florida, LLC on March 7, 2012.

*** Documents to update the record owner for the registration to Impremedia Vista, LLC were filed on March 6, 2012.

2. Copyrights

Owner	Title	Registration No.	Registration Date	Description
El Diario, LLC	SONIA SOTOMAYOR: Una Sabia Decision [los editores de El Diario La Prensa y Mario Szichman]	TX0007252431	08/18/2010	Book, 212 p.
ElDiario/La Prensa	Vivir : una revista para el buen consumidor.	TX0005601018	04/19/2002	Print Material

3. Domain Names

#	Domain Name	Registrant	Registrar	Expiration Date
1.	DIGLOS.US	Daniel Diaz (Organization: impreMedia)	GoDaddy	August 14, 2012
2.	DIGLOSIA.US	Daniel Diaz (Organization: impreMedia)	GoDaddy	August 14, 2012
3.	DIGLOS.COM	impreMedia	GoDaddy	August 15, 2012
4.	DIGLOS.INFO	Daniel Diaz (Organization: impreMedia)	GoDaddy	August 15, 2012
5.	DIGLOS.MOBI	Daniel Diaz (Organization: impreMedia)	GoDaddy	August 15, 2012
6.	DIGLOS.NET	impreMedia	GoDaddy	August 15, 2012
7.	DIGLOS.ORG	Daniel Diaz (Organization: impreMedia)	GoDaddy	August 15, 2012
8.	DIGLOSIA.COM	Daniel Diaz (Organization: impreMedia)	GoDaddy	August 15, 2012
9.	DIGLOSIA.INFO	Daniel Diaz (Organization: impreMedia)	GoDaddy	August 15, 2012

#	Domain Name	Registrant	Registrar	Expiration Date
10.	DIGLOSIA.NET	impreMedia	GoDaddy	August 15, 2012
11.	DIGLOSIA.ORG	Daniel Diaz (Organization: impreMedia)	GoDaddy	August 15, 2012
12.	CULTROPOLIS.COM	impreMedia	GoDaddy	August 22, 2012
13.	GLOSGLOS.COM	impreMedia	GoDaddy	August 22, 2012
14.	GLOSGLOS.NET	impreMedia	GoDaddy	August 22, 2012
15.	SOCIUDAD.COM	impreMedia	GoDaddy	August 22, 2012
16.	ROUNDTRECE.COM	La Opinion	GoDaddy	September 11, 2012
17.	ROUNDTRECE.NET	La Opinion	GoDaddy	September 11, 2012
18.	ROUNDTRECE.ORG	Daniel Diaz (Organization: La Opinion)	GoDaddy	September 11, 2012
19.	IMPREREWARD.COM	impreMedia	GoDaddy	October 03, 2014
20.	IMPREREWARD.NET	impreMedia	GoDaddy	October 03, 2014
21.	IMPREREWARD.ORG	Daniel Diaz (Organization: impreMedia)	GoDaddy	October 04, 2014
22.	IMPREREWARDS.COM	impreMedia	GoDaddy	October 03, 2014
23.	IMPREREWARDS.NET	impreMedia	GoDaddy	October 03, 2014
24.	IMPREREWARDS.ORG	Daniel Diaz (Organization: impreMedia)	GoDaddy	October 04, 2014
25.	LACOPASUDAFRICA.COM	La Opinion	GoDaddy	November 18, 2012
26.	MUNDIALISIMO2010.COM	La Opinion	GoDaddy	November 18, 2012
27.	OVACION2010.COM	La Opinion	GoDaddy	November 18, 2012
28.	GOLAZOSUDAFRICA.COM	La Opinion	GoDaddy	November 19, 2012
29.	TUSUDAFRICA.COM	La Opinion	GoDaddy	November 19, 2012
30.	MUCHACANCHA.COM	La Opinion* ⁴	GoDaddy	January 29, 2012
31.	rumbonline.com	ImpreMedia Texas, LLC* ⁵	Network Solutions	January 30, 2012
32.	rumboonline.com	ImpreMedia Texas, LLC	Network Solutions	January 30, 2012
33.	diariosrumbo.com	ImpreMedia Texas, LLC	Network Solutions	March 25, 2012
34.	AMNUEVAYORK.BIZ	Daniel Diaz (Organization: La Opinion)	GoDaddy	May 04, 2012
35.	AM-NUEVA-YORK.BIZ	Daniel Diaz (Organization: La Opinion)	GoDaddy	May 04, 2012
36.	AMNUEVAYORK.US	Daniel Diaz (Organization: La Opinion)	GoDaddy	May 04, 2012
37.	AM-NUEVA-YORK.US	Daniel Diaz (Organization: La Opinion)	GoDaddy	May 04, 2012
38.	rumbonet.com	ImpreMedia Texas, LLC	Network Solutions	May 04, 2012
39.	AMNUEVAYORK.COM	La Opinion	GoDaddy	May 05, 2012
40.	AM-NUEVA-YORK.COM	La Opinion	GoDaddy	May 05, 2012

#	Domain Name	Registrant	Registrar	Expiration Date
41.	AMNUEVAYORK.INFO	Daniel Diaz (Organization: La Opinion)	GoDaddy	May 05, 2012
42.	AM-NUEVA-YORK.INFO	Daniel Diaz (Organization: La Opinion)	GoDaddy	May 05, 2012
43.	AMNUEVAYORK.NET	La Opinion	GoDaddy	May 05, 2012
44.	AM-NUEVA-YORK.NET	La Opinion	GoDaddy	May 05, 2012
45.	AMNUEVAYORK.ORG	Daniel Diaz (Organization: La Opinion)	GoDaddy	May 05, 2012
46.	AM-NUEVA-YORK.ORG	Daniel Diaz (Organization: La Opinion)	GoDaddy	May 05, 2012
47.	AMNUEVAYORK.TV	ImpreMedia Operating Company, LLC	GoDaddy	May 05, 2012
48.	AM-NUEVA-YORK.TV	ImpreMedia Operating Company, LLC	GoDaddy	May 05, 2012
49.	COPAAMERICA- IMPRE.COM	La Opinion	GoDaddy	May 17, 2012
50.	COPAORO-IMPRE.COM	La Opinion	GoDaddy	May 17, 2012
51.	LATISI.COM	impreMedia	GoDaddy	May 22, 2012
52.	LATISI.NET	impreMedia	GoDaddy	May 22, 2012
53.	LATISI.US	impreMedia	GoDaddy	May 22, 2012
54.	LATISI.INFO	Daniel Diaz (Organization: impreMedia)	GoDaddy	May 23, 2012
55.	TUCOPATUVOZ.COM	impreMedia	GoDaddy	June 01, 2012
56.	TUERESLACOPA.COM	impreMedia	GoDaddy	June 01, 2012
57.	meximerica.com	Meximerica Media	Network Solutions	June 20, 2012
58.	meximerica.net	Meximerica Media	Network Solutions	June 20, 2012
59.	laraza.com	La Raza Newspaper	Network Solutions	August 15, 2012
60.	laraza.net	La Raza Newspaper	Network Solutions	April 29, 2012
61.	SITIAZO.COM	impreMedia	GoDaddy	August 22, 2012
62.	LACONTIGO.COM	Domains by Proxy* ⁶	GoDaddy	September 14, 2012
63.	ELFUTUROESAHORA2011. COM	La Opinion	GoDaddy	November 08, 2012
64.	THEFUTUREISNOW2011.C OM	La Opinion	GoDaddy	November 08, 2012
65.	IMPREAUTOS.COM	ImpreMedia	GoDaddy	November 09, 2012
66.	IMPREBUSINESS.COM	ImpreMedia	GoDaddy	November 09, 2012
67.	IMPRECARS.COM	ImpreMedia	GoDaddy	November 09, 2012
68.	IMPRECASAS.COM	ImpreMedia	GoDaddy	November 09, 2012
69.	IMPRECLASSIFICADOS.C OM	ImpreMedia	GoDaddy	November 09, 2012
70.	IMPRECOMPRAS.COM	impreMedia	GoDaddy	November 09, 2012

#	Domain Name	Registrant	Registrar	Expiration Date
71.	IMPRECORREOS.COM	ImpreMedia	GoDaddy	November 09, 2012
72.	IMPREDATING.COM	impreMedia	GoDaddy	November 09, 2012
73.	IMPREDEPORTES.COM	ImpreMedia	GoDaddy	November 09, 2012
74.	IMPREEMAIL.COM	impreMedia	GoDaddy	November 09, 2012
75.	IMPREEMPLEO.COM	impreMedia	GoDaddy	November 09, 2012
76.	IMPREEMPLEOS.COM	ImpreMedia	GoDaddy	November 09, 2012
77.	IMPREENTERTAINMENT.COM	impreMedia	GoDaddy	November 09, 2012
78.	IMPREENTRETENIMIENTO.COM	ImpreMedia	GoDaddy	November 09, 2012
79.	IMPREFINANZAS.COM	ImpreMedia	GoDaddy	November 09, 2012
80.	IMPREHOMES.COM	ImpreMedia	GoDaddy	November 09, 2012
81.	IMPREJOBS.COM	ImpreMedia	GoDaddy	November 09, 2012
82.	IMPRELIVING.COM	ImpreMedia	GoDaddy	November 09, 2012
83.	IMPREMAIL.COM	ImpreMedia	GoDaddy	November 09, 2012
84.	IMPREMERCADO.COM	ImpreMedia	GoDaddy	November 09, 2012
85.	IMPREMOBILE.COM	impreMedia	GoDaddy	November 09, 2012
86.	IMPREMOVIL.COM	ImpreMedia	GoDaddy	November 09, 2012
87.	IMPREMPLEO.COM	ImpreMedia	GoDaddy	November 09, 2012
88.	IMPREMPLEOS.COM	ImpreMedia	GoDaddy	November 09, 2012
89.	IMPRENEWS.COM	ImpreMedia	GoDaddy	November 09, 2012
90.	IMPRENOTICIAS.COM	ImpreMedia	GoDaddy	November 09, 2012
91.	IMPRENTRETENIMIENTO.COM	ImpreMedia	GoDaddy	November 09, 2012
92.	IMPRERADIO.COM	ImpreMedia	GoDaddy	November 09, 2012
93.	IMPREREALESTATE.COM	ImpreMedia	GoDaddy	November 09, 2012
94.	IMPRESHOPPING.COM	ImpreMedia	GoDaddy	November 09, 2012
95.	IMPRESPORTS.COM	ImpreMedia	GoDaddy	November 09, 2012
96.	IMPRETRABAJO.COM	ImpreMedia	GoDaddy	November 09, 2012
97.	IMPRETV.COM	ImpreMedia	GoDaddy	November 09, 2012
98.	IMPREVIDEO.COM	ImpreMedia	GoDaddy	November 09, 2012
99.	IMPREVIDEOS.COM	ImpreMedia	GoDaddy	November 09, 2012
100.	IMPREWORK.COM	impreMedia	GoDaddy	November 09, 2012
101.	NUESTRACOPA.COM	La Opinion	GoDaddy	November 18, 2012
102.	NUESTROMUNDIAL.COM	La Opinion	GoDaddy	November 18, 2012
103.	SIGUEELMUNDIAL.COM	La Opinion	GoDaddy	November 18, 2012
104.	SIGUELACOPA.COM	La Opinion	GoDaddy	November 18, 2012

#	Domain Name	Registrant	Registrar	Expiration Date
105.	TODALACOPA.COM	La Opinion	GoDaddy	November 18, 2012
106.	TODOELMUNDIAL.COM	La Opinion	GoDaddy	November 18, 2012
107.	TODOESGOL.COM	La Opinion	GoDaddy	November 18, 2012
108.	TODOGOLAZO.COM	La Opinion	GoDaddy	November 18, 2012
109.	IMPRES.US	Daniel Diaz (Organization: impreMedia)	GoDaddy	January 02, 2013
110.	IMPRESAUTOS.US	Daniel Diaz (Organization: impreMedia)	GoDaddy	January 02, 2013
111.	IMPRESIONESLATINAS.US	Daniel Diaz (Organization: impreMedia)	GoDaddy	January 02, 2013
112.	IMPRES.TV	Daniel Diaz (Organization: impreMedia)	GoDaddy	January 02, 2013
113.	IMPRES.MOBI	Daniel Diaz (Organization: impreMedia)	GoDaddy	January 03, 2013
114.	IMPRES.ORG	ImpreMedia	GoDaddy	January 03, 2013
115.	IMPRES.TV	ImpreMedia	GoDaddy	January 03, 2013
116.	IMPRESAUTOS.INFO	ImpreMedia	GoDaddy	January 03, 2013
117.	IMPRESAUTOS.MOBI	ImpreMedia	GoDaddy	January 03, 2013
118.	IMPRESAUTOS.NET	ImpreMedia	GoDaddy	January 03, 2013
119.	IMPRESAUTOS.ORG	ImpreMedia	GoDaddy	January 03, 2013
120.	IMPRESAUTOS.TV	ImpreMedia	GoDaddy	January 03, 2013
121.	IMPRESIONESLATINAS.COM	ImpreMedia	GoDaddy	January 03, 2013
122.	IMPRESIONESLATINAS.INFO	ImpreMedia	GoDaddy	January 03, 2013
123.	IMPRESIONESLATINAS.MOBI	ImpreMedia	GoDaddy	January 03, 2013
124.	IMPRESIONESLATINAS.NET	ImpreMedia	GoDaddy	January 03, 2013
125.	IMPRESIONESLATINAS.ORG	ImpreMedia	GoDaddy	January 03, 2013
126.	IMPRESIONESLATINAS.TV	ImpreMedia	GoDaddy	January 03, 2013
127.	IMPRES.TV.MOBI	ImpreMedia	GoDaddy	January 03, 2013
128.	IMPRES.TV.NET	ImpreMedia	GoDaddy	January 03, 2013
129.	IMPRES.TV.ORG	ImpreMedia	GoDaddy	January 03, 2013
130.	IMPRES.TV.TV	ImpreMedia	GoDaddy	January 03, 2013

#	Domain Name	Registrant	Registrar	Expiration Date
131.	FUTBOLPARAMI.COM	La Opinion	GoDaddy	January 25, 2013
132.	JUGANDOENMICANCHA.COM	La Opinion	GoDaddy	January 25, 2013
133.	JUGANDOENTUCANCHA.COM	La Opinion	GoDaddy	January 25, 2013
134.	NUESTRACANCHCA.COM	La Opinion	GoDaddy	January 25, 2013
135.	SUCANCHA.COM	La Opinion	GoDaddy	January 25, 2013
136.	TUERESFUTBOL.COM	La Opinion	GoDaddy	January 25, 2013
137.	HOYNJ.COM	Domains by Proxy* ⁶	GoDaddy	March 29, 2013
138.	HOYNJ.NET	Domains by Proxy* ⁶	GoDaddy	March 29, 2013
139.	HOYNYC.COM	Domains by Proxy* ⁶	GoDaddy	March 29, 2013
140.	HOYNYC.NET	Domains by Proxy* ⁶	GoDaddy	March 29, 2013
141.	ROUND13.COM	ImpreMedia	GoDaddy	April 23, 2013
142.	HOYNUEVAYORK.COM	Domains by Proxy* ⁶	GoDaddy	April 25, 2013
143.	HOYNUEVAYORK.NET	Domains by Proxy* ⁶	GoDaddy	April 25, 2013
144.	PONTEALVOLANTE.BIZ	ImpreMedia	GoDaddy	May 04, 2013
145.	PONTEALVOLANTE.US	impreMedia	GoDaddy	May 04, 2013
146.	PONTEALVOLANTE.COM	impreMedia	GoDaddy	May 05, 2013
147.	PONTEALVOLANTE.INFO	impreMedia	GoDaddy	May 05, 2013
148.	PONTEALVOLANTE.NET	impreMedia	GoDaddy	May 05, 2013
149.	PONTEALVOLANTE.ORG	impreMedia	GoDaddy	May 05, 2013
150.	PONTEALVOLANTE.TV	impreMedia	GoDaddy	May 05, 2013
151.	LAOPINION.ORG	impreMedia	GoDaddy	May 29, 2013
152.	RUMBOELVALLE.COM	impreMedia	GoDaddy	June 17, 2013
153.	RUMBOHOUSTON.COM	impreMedia	GoDaddy	June 17, 2013
154.	RUMBOSANANTONIO.COM	impreMedia	GoDaddy	June 17, 2013
155.	RUMBOTEXAS.COM	impreMedia	GoDaddy	June 17, 2013
156.	RUMBOTX.COM	impreMedia	GoDaddy	June 17, 2013

#	Domain Name	Registrant	Registrar	Expiration Date
157.	lavibra.us	La Opinion, LP	Network Solutions	June 18, 2013
158.	ELDIARIOAUTOS.COM	impreMedia	GoDaddy	July 11, 2013
159.	ELDIARIONYAUTOS.COM	impreMedia	GoDaddy	July 11, 2013
160.	ELMENSAJEROAUTOS.COM	impreMedia	GoDaddy	July 11, 2013
161.	HOYAUTOS.COM	impreMedia	GoDaddy	July 11, 2013
162.	HOYNUEVAYORKAUTOS.COM	impreMedia	GoDaddy	July 11, 2013
163.	LAOPINIONAUTOS.COM	impreMedia	GoDaddy	July 11, 2013
164.	LAPRENSAAUTOS.COM	impreMedia	GoDaddy	July 11, 2013
165.	LAPRENSAFLAUTOS.COM	impreMedia	GoDaddy	July 11, 2013
166.	LAVIBRAAUTOS.COM	impreMedia	GoDaddy	July 11, 2013
167.	RUMBOAUTOS.COM	impreMedia	GoDaddy	July 11, 2013
168.	RUMBONETAUTOS.COM	impreMedia	GoDaddy	July 11, 2013
169.	VISTAMAGAZINEAUTOS.COM	impreMedia	GoDaddy	July 11, 2013
170.	LAOPINION.INFO	impreMedia	GoDaddy	August 09, 2013
171.	IMPREMEDIADIGITAL.COM	impreMedia	GoDaddy	August 17, 2013
172.	IMPREMEDIADIGITAL.NET	impreMedia	GoDaddy	August 17, 2013
173.	ELDIARIONY.NET	impreMedia	GoDaddy	August 22, 2013
174.	LAPRENSAORLANDO.ORG	impreMedia	GoDaddy	August 25, 2013
175.	CONTIGOLA.COM	La Opinion	GoDaddy	September 08, 2013
176.	CONTIGONY.COM	La Opinion	GoDaddy	September 08, 2013
177.	ELCAMBIOHOY.COM	impreMedia	GoDaddy	November 13, 2013
178.	ELCAMBIOLATINO.COM	impreMedia	GoDaddy	November 13, 2013
179.	OJOENLAMIGRA.COM	impreMedia	GoDaddy	March 20, 2014
180.	LAPRENSAFL.COM	La Prensa Newspaper, Inc.	GoDaddy	April 25, 2014
181.	LAPRENSAJAX.COM	La Prensa Newspaper, Inc.	GoDaddy	June 27, 2014
182.	IMPREMEDIALLC.COM	Domains by Proxy*6	GoDaddy	July 13, 2014

#	Domain Name	Registrant	Registrar	Expiration Date
183.	IMPREMEDIALLC.NET	Domains by Proxy* ⁶	GoDaddy	July 13, 2014
184.	eldiariolaprensa.com	CPK NYC, LLC	Network Solutions	July 25, 2014
185.	eldiariony.com	CPK NYC, LLC	Network Solutions	August 07, 2014
186.	eldiariousa.com	CPK NYC, LLC	Network Solutions	August 07, 2014
187.	LAPRENSAMIAMI.COM	La Prensa	GoDaddy	September 18, 2014
188.	LAPRENSATAMPA.COM	La Prensa	GoDaddy	September 18, 2014
189.	LAPRENSAORLANDO.COM	La Prensa Newspaper	GoDaddy	October 07, 2014
190.	CANCHASUR.COM	impreMedia	GoDaddy	November 02, 2014
191.	NOTICIASLOCAL.COM	impreMedia	GoDaddy	November 02, 2014
192.	GOLAZOMUNDIAL2010.COM	La Opinion	GoDaddy	November 13, 2014
193.	GOLAZOCOPA.COM	La Opinion	GoDaddy	November 19, 2014
194.	GOLAZOCOPAMUNDIAL.COM	La Opinion	GoDaddy	November 19, 2014
195.	IMPREBOXEO.COM	La Opinion	GoDaddy	November 19, 2014
196.	IMPRECOPA.COM	La Opinion	GoDaddy	November 19, 2014
197.	IMPREFUTBOL.COM	La Opinion	GoDaddy	November 19, 2014
198.	IMPREGOLAZO.COM	La Opinion	GoDaddy	November 19, 2014
199.	IMPREGRAMMY.COM	La Opinion	GoDaddy	November 19, 2014
200.	IMPREGRAMMYS.COM	La Opinion	GoDaddy	November 19, 2014
201.	IMPREMUNDIAL.COM	La Opinion	GoDaddy	November 19, 2014
202.	IMPREOSCARS.COM	La Opinion	GoDaddy	November 19, 2014
203.	TUCOPATUFUTBOL.COM	La Opinion	GoDaddy	November 19, 2014
204.	JOHN-PATON.COM	La Opinion	GoDaddy	November 23, 2014
205.	IMPREFOTOS.COM	La Opinion	GoDaddy	December 10, 2014
206.	IMPREDIRECTORIO.COM	La Opinion	GoDaddy	December 11, 2014
207.	IMPRELISTAS.COM	La Opinion	GoDaddy	December 11, 2014
208.	IMPRELOCAL.COM	La Opinion	GoDaddy	December 11, 2014

#	Domain Name	Registrant	Registrar	Expiration Date
209.	IMPREGUIA.COM	impreMedia	GoDaddy	December 28, 2014
210.	IMPREMUSICA.COM	La Opinion	GoDaddy	January 04, 2015
211.	THEROADTOCOLLEGES.COM	La Opinion	GoDaddy	January 25, 2015
212.	CALIPOLITICA.COM	La Opinion	GoDaddy	March 03, 2015
213.	NYPOLITICA.COM	La Opinion	GoDaddy	March 03, 2015
214.	ESQUINANEUTRAL.COM	La Opinion	GoDaddy	March 18, 2015
215.	LAPRENSAONLINE.COM	La Prensa Newspaper, Inc.	GoDaddy	May 11, 2015
216.	HISPANICMARKETINFO.COM	La Opinion	GoDaddy	July 01, 2015
217.	HISPANICMARKETINGINFO.COM	La Opinion	GoDaddy	July 01, 2015
218.	lavibra.com	La Opinion, LP	Network Solutions	September 15, 2015
219.	impremedia.com	Clarity Partners, L.P.	Network Solutions	November 21, 2015
220.	primeramedia.com	Clarity Partners, L.P.	Network Solutions	November 21, 2015
221.	laopinion.com	La Opinion, LP	Network Solutions	September 04, 2016
222.	IMPRE.COM	impreMedia	GoDaddy	August 18, 2017
223.		El Mensajero ATTN ELMENSAJERO. COM care of Network Solutions		May 14, 2020
	elmenajero.com	Administrative Contact : Chretien, Matthew mc4eg74z2pz@networksolutionsprivateregistration.com ATTN ELMENSAJERO. COM care of Network Solutions	Network Solutions	

(ii)

1. The ownership, title and interest of La Raza Chicago, Inc. ("LRCI") in and to "LA RAZA" marks registered in the States of Texas and New Mexico, the U.S. applications for the "LA RAZA" marks and the validity and enforceability thereof in the states of Arkansas, New Mexico, Oklahoma, and Texas are subject to the Agreement entered into between Liberman Broadcasting Inc. and Liberman Television of Houston, Inc.(jointly, "LBI") and LRCI, dated July 14, 2005 and attached as Exhibit 1.
2. LRCI's ownership title and interest in and to marks consisting of or containing "LA RAZA" and

SCHEDULE 1.1(a)

SUBJECT ASSETS

Subject Assets include, but are not limited to, the following:

All properties, assets, rights, titles and interests of every kind and nature owned or leased by Holdings, as the same shall exist (if any with respect to (1) and (2) below) at the Closing Date, whether tangible or intangible, real or personal, and wherever located and by whomever possessed, listed below. For the avoidance of doubt, the Subject Assets shall not include the Excluded Assets.

1. Machinery and Equipment. All machinery and equipment, fixed assets, tools, spare and replacement parts, maintenance equipment, materials, networks, computers, printers, servers, or other equipment, wherever located and whether held by Holdings or any third parties, of Holdings;
2. Personal Property. All office furnishings and furniture, display racks, shelves, decorations, fixtures, supplies and other tangible personal property of Holdings;
3. Equity Interests. All equity interests in (a) Impremedia Operating Company, LLC and (b) Impremedia Digital, LLC;
4. Intellectual Property. All intellectual property and related rights of Holdings, including, without limitation, those more specifically listed on Attachment A-1 hereto;
5. Contractual Rights. All contractual rights of Holdings listed on Attachment A-2 hereto or any amendment to Attachment A-2;
6. Books and Records. All books, files, papers, agreements, correspondence, databases, information systems, programs, software documents, records and documentation thereof related to any of the Subject Assets, or used in the conduct of Holdings' business, in whatever medium, including paper, electronic, and otherwise, other than corporate and tax records of Holdings as a standalone entity, those subject to attorney-client privilege and/or the attorney work product doctrine; and
7. Goodwill. All goodwill generated by or associated with Holdings' business.