

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-------------------------|----------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
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|------------------------------|---------------------------------|
| NATURE OF CONVEYANCE: | Assignment of Security Interest |
|------------------------------|---------------------------------|

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|--|-----------------|-----------------------|--------------------|
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Fleet National Bank, as Administrative Agent | | 06/11/2004 | National Bank: |

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|-----------------------------|---|
| RECEIVING PARTY DATA | |
| Name: | Credit Suisse First Boston, as Administrative Agent |
| Street Address: | Eleven Madison Avenue |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10010 |
| Entity Type: | Swiss Bank: |

PROPERTY NUMBERS Total: 16

| Property Type | Number | Word Mark |
|----------------------|----------|------------------------|
| Serial Number: | 76287857 | SONIDO 96.7 SOBROSA |
| Serial Number: | 76296584 | 98.5/103.3 FM LA RAZA |
| Serial Number: | 76296579 | LA SONIDERA |
| Serial Number: | 76275931 | LA NORTENA |
| Serial Number: | 76296575 | LA ESTACION DE LA RAZA |
| Serial Number: | 76296582 | LA RAZA NORTENA |
| Serial Number: | 76296585 | PLANETA X |
| Serial Number: | 76296968 | LA NUMERO ONE |
| Serial Number: | 76296576 | LA CHANGADA |
| Serial Number: | 76296577 | LA CHANGA |
| Registration Number: | 2773937 | SONIDO |
| Registration Number: | 2638877 | RADIO RANCHITO |
| Registration Number: | 2773936 | SONIDO 96.7 |
| Registration Number: | 2780196 | BARRA LIBRE |

CH \$415.00 76287857

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|----------------------|---------|------------------|
| Registration Number: | 2730212 | LA RANCHERA |
| Registration Number: | 2780195 | NOCHES SONIDERAS |

CORRESPONDENCE DATA

Fax Number: (617)227-4420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6172390632
Email: agrandy@palmerdodge.com
Correspondent Name: Adam M. Grandy
Address Line 1: 111 Huntington Avenue
Address Line 2: Palmer & Dodge LLP
Address Line 4: Boston, MASSACHUSETTS 02199

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| ATTORNEY DOCKET NUMBER: | 4433-1 |
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| NAME OF SUBMITTER: | Adam M. Grandy |
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Total Attachments: 5
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INSTRUMENT OF ASSIGNMENT AND ACCEPTANCE
OF SERVICE MARKS AGREEMENT

This INSTRUMENT OF ASSIGNMENT AND ACCEPTANCE dated as of June 11, 2004 (this "Assignment") is between Fleet National Bank, as Administrative Agent ("Fleet"), and Credit Suisse First Boston, as successor Administrative Agent ("CSFB").

WITNESSETH:

WHEREAS, Fleet was the original administrative agent under that certain Amended and Restated Credit Agreement (the "Credit Agreement") dated as of July 9, 2002, among LBI Media, Inc. (f/k/a LBI Holdings II, Inc.) (the "Borrower"), the guarantor parties thereto (the "Guarantors" and collectively with the Borrower, the "Credit Parties"), the lenders and the agents party thereto;

WHEREAS, Fleet was the original grantee under the Collateral Documents (as defined in the Credit Agreement) securing the obligations of the Borrower and the Guarantors under the Credit Agreement;

WHEREAS, on the date hereof, Fleet has resigned as administrative agent;

WHEREAS, on the date hereof, CSFB accepted the appointment as administrative agent;

WHEREAS, CSFB, as successor administrative agent, succeeded to the properties, interests, rights, powers, and duties of Fleet as administrative agent in, to and under the Collateral Documents;

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Fleet, in its capacity as administrative agent, hereby assigns and transfers irrevocably to CSFB, in its capacity as successor administrative agent and as grantee under that certain Service Marks Agreement dated as of July 9, 2002 (the "Service Marks Agreement") and its successors and assigns, all the properties, rights, powers and duties of Fleet in, to and under the Service Marks Agreement, and the security interest in all service marks of each party to the Service Marks Agreement, either owned by or assigned to such party, including with out limitation the registrations and/or applications for registration of the Service Marks set forth on Schedule A attached hereto.

2. CSFB hereby accepts such assignment and accepts all the properties, rights, powers and duties of Fleet under and pursuant to the Service Marks Agreement, and the security interest in all service marks of each party to the Service Marks Agreement, either owned by or assigned to such party, including with out limitation the registrations and/or applications for registration of the Service Marks set forth on Schedule A attached hereto.

3. Fleet will, at the expense of the Credit Parties and at any time and from time to time, promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that CSFB may reasonably request, in order to

transfer any of the properties, rights, powers and duties granted or purported to be granted hereby or to enable CSFB to exercise and enforce its rights and remedies under the Service Marks Agreement.

4. This Assignment shall in all respects be governed by, and construed in accordance with, the law of the Commonwealth of Massachusetts, including all matters of construction, validity and performance.

5. This Assignment may be executed in counterparts, each of which when executed and delivered shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day and year first above written.

FLEET NATIONAL BANK,
as Administrative Agent

By: _____

Name: Amy Peden
Title: VP

CREDIT SUISSE FIRST BOSTON,
CAYMAN ISLANDS BRANCH,
as Successor Administrative Agent

By: _____

Name:
Title:

By: _____

Name:
Title:

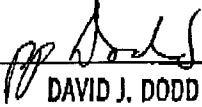
IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day and year first above written.

FLEET NATIONAL BANK,
as Administrative Agent

By: _____
Name:
Title:

CREDIT SUISSE FIRST BOSTON,
CAYMAN ISLANDS BRANCH,
as Successor Administrative Agent

By:  _____
Name: **BILL O'DALY**
Title: **DIRECTOR**

By:  _____
Name: **DAVID J. DODD**
Title: **ASSOCIATE**

SCHEDULE A

LIBERMAN BROADCASTING, INC.

| SERVICE MARK | Reg. No. | Ser. No. |
|------------------------|-----------------|-----------------|
| SONIDO | 2,773,937 | |
| RADIO RANCHITO | 2,638,877 | |
| SONIDO 96.7 | 2,773,936 | |
| SONIDO 96.7 SOBROSA | | 76/287,857 |
| 98.5/103.3 FM LA RAZA | | 76/296,584 |
| LA SONIDERA | | 76/296,579 |
| LA NORTENA | | 76/275,931 |
| BARRA LIBRE | 2,780,196 | |
| LA ESTACION DE LA RAZA | | 76/296,575 |
| LA RAZA NORTENA | | 76/296,582 |
| PLANETA X | | 76/296,585 |
| LA NUMERO ONE | | 76/296,968 |
| LA CHANGADA | | 76/296,576 |
| LA CHANGA | | 76/296,577 |
| LA RANCHERA | 2,730,212 | |
| NOCHES SONIDERAS | 2,780,195 | |