

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Liberman Broadcasting, Inc.		07/12/2004	CORPORATION: CALIFORNIA
KRCA Television, Inc.		07/12/2004	CORPORATION: CALIFORNIA

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:	National Bank:

PROPERTY NUMBERS Total: 20		
Property Type	Number	Word Mark
Serial Number:	76498401	AQUI MANDA LA RAZA
Serial Number:	76545201	EL MANDRIL
Serial Number:	76296586	LA #1
Serial Number:	76296970	LA MUSICA
Serial Number:	76564762	LA RAZA TV
Serial Number:	76545204	LAS VIEJAS DEL MEDIO DIA
Serial Number:	76545205	LOS GUAPOS DE LA MANANA
Serial Number:	76296969	MUSICA
Serial Number:	76564755	BUSCANDO AMOR
Serial Number:	76585832	DIVORCIO USA
Serial Number:	76564758	EL SHOW DE MARÍA LARIA
Serial Number:	76585834	GANA LA VERDE
Serial Number:	76564757	JOSÉ LUIS SIN CENSURA
Serial Number:	76564759	LOS ANGELES AL DIA

CH \$515.00 76498401

Serial Number:	76564756	LOS ANGELES EN VIVO
Serial Number:	76564754	NOTICIAS 62
Serial Number:	76564753	QUE BUENA TV
Serial Number:	76585833	SECRETOS
Serial Number:	76564760	SEGUNDA CITA
Serial Number:	76545200	DON CHETO

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

ATTORNEY DOCKET NUMBER:	4433-1
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NAME OF SUBMITTER:	Adam M. Grandy
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Total Attachments: 7
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SERVICE MARKS AND TRADEMARKS AGREEMENT

WHEREAS Liberman Broadcasting, Inc., a California corporation and KRCA Television, Inc., a California corporation (collectively the "Pledgors"), each having a principal place of business at 1845 Empire Avenue, Burbank, California 91504, are the respective owners and users, as indicated on Schedule A, of the United States registered service marks, trademarks and/or service mark and trademark applications filed with the United States Patent and Trademark Office listed on the attached Schedule A (collectively, the "Service Marks and Trademarks");

WHEREAS each Pledgor is a guarantor party to that certain Amended and Restated Credit Agreement dated as of June 11, 2004 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among LBI Media, Inc. (the "Borrower"), the guarantor parties thereto (collectively with the Borrower, but excluding Empire Burbank Studios Inc., the "Credit Parties"), the lenders party thereto (the "Lenders"), and CREDIT SUISSE FIRST BOSTON, as Administrative Agent (the "Administrative Agent") for itself and for the Lenders;

WHEREAS each Pledgors' guaranty under the Credit Agreement is secured according to the terms of that certain Amended and Restated Security Agreement dated as of July 9, 2002 as confirmed by that certain Omnibus Confirmation Agreement dated as of June 11, 2004 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") among the Borrower, certain other Credit Parties, and the Administrative Agent, pursuant to which the Pledgors have granted to the Administrative Agent a security interest in, among other things, the Service Marks and Trademarks.

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

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

The Pledgors hereby reconfirm the terms of the Security Agreement. The Pledgors further hereby pledge and mortgage to the Administrative Agent, and grant to the Administrative Agent a security interest in, all of the Pledgors' right, title and interest in and to the Service Marks and Trademarks, together with the good will of the business symbolized by the Service Marks and Trademarks, the registrations and/or applications for registration of the Service Marks and Trademarks listed on Schedule A attached hereto, and all of the Pledgors' right, title and interest in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Service Marks and Trademarks

(collectively, the "Service Mark and Trademark Collateral"), subject in all events to the terms and conditions of the Security Agreement.

The pledge and mortgage of, and grant of security interest in, the Service Mark and Trademark Collateral by the Pledgors pursuant hereto secures the payment of all Secured Obligations (as defined in the Security Agreement) in accordance with the terms and conditions of the Security Agreement.

The Pledgors authorize and request that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Service Marks and Trademarks Agreement.

This Service Marks and Trademarks Agreement has been entered into in connection with the Credit Agreement and Security Agreement and the Pledgors and the Administrative Agent each hereby acknowledge and agree that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Administrative Agent with respect to the Service Mark and Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference. In the event of any inconsistency between the terms of this Service Marks and Trademarks Agreement and the Security Agreement, the Security Agreement shall control.

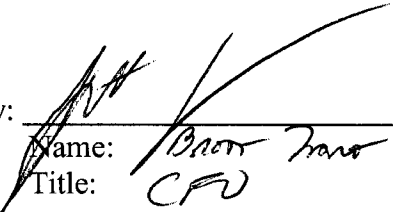
This Service Marks and Trademarks Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

This Services Marks and Trademarks Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

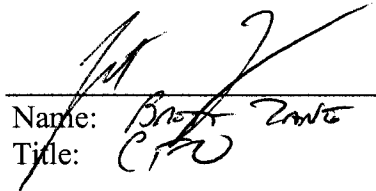
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Pledgors and the Administrative Agent have caused this Service Marks and Trademarks Agreement to be duly executed and delivered by their officers thereunto duly authorized as of the 12th day of ~~June~~ July, 2004.

LIBERMAN BROADCASTING, INC.

By: 
Name: Brian Zane
Title: CEO

KRCA TELEVISION, INC.

By: 
Name: Brian Zane
Title: CEO

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

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Pledgors and the Administrative Agent have caused this Service Marks and Trademarks Agreement to be duly executed and delivered by their officers thereunto duly authorized as of the 13th day of July, 2004.

LIBERMAN BROADCASTING, INC.

By: _____
Name:
Title:

KRCA TELEVISION, INC.

By: _____
Name:
Title:

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

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

By: 
Name: **CASSANDRA DROOGAN**
Title: **ASSOCIATE**

State of CALIFORNIA
County of LOS ANGELES

On this 12th day of July, 2004, before me personally appeared
BROTT ZANE, the person who signed this instrument and who acknowledged
that he signed it as a free act on behalf of Liberman Broadcasting, Inc. with authority to do so.

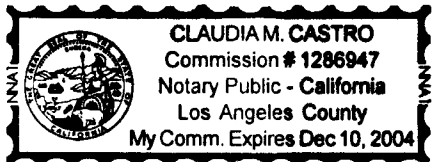


Claudia M. Castro.
(Signature of notary public)

My commission expires: 12/10/04

State of CALIFORNIA
County of LOS ANGELES

On this 12th day of July, 2004, before me personally appeared
BROTT ZANE, the person who signed this instrument and who acknowledged
that he signed it as a free act on behalf of KRCA Television, Inc. with authority to do so.



Claudia M. Castro
(Signature of notary public)

My commission expires: 12/10/04

State of _____

County of _____

On this _____ day of (June), 2004, before me personally appeared
_____, the person who signed this instrument and who acknowledged
that he signed it as a free act on behalf of Credit Swiss First Boston with authority to do so.

(Signature of notary public)

My commission expires: _____

State of _____
County of _____

On this _____ day of June, 2004, before me personally appeared _____, the person who signed this instrument and who acknowledged that he signed it as a free act on behalf of Liberman Broadcasting, Inc. with authority to do so.

(Signature of notary public)

My commission expires: _____

State of _____

County of _____

On this _____ day of June, 2004, before me personally appeared _____, the person who signed this instrument and who acknowledged that he signed it as a free act on behalf of KRCA Television, Inc. with authority to do so.

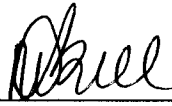
(Signature of notary public)

My commission expires: _____

State of NEW YORK

County of NEW YORK

On this 13th day of July, 2004, before me personally appeared BILL O'DALY - DIR. and C. DRUGGAN - ASSOC., the persons who signed this instrument and who acknowledged that they signed it as a free act on behalf of Credit Suisse First Boston with authority to do so.



(Signature of notary public)

My commission expires: _____

MARJORIE E. BULL
Notary Public, State of New York
No. 01BU6055282
Qualified in New York County
Commission Expires February 20, 2007

TRADEMARK
REEL: 002909 FRAME: 0596

SCHEDULE A**LIBERMAN BROADCASTING, INC.**

SERVICE MARK	Reg. No.	Ser. No.
AQUI MANDA LA RAZA		76/498,401
DON CHETO		76/545,200
EL MANDRIL		76/545,201
LA #1		76/296,586
LA MUSICA		76/296,970
LA RAZA TV		76/564,762
LAS VIEJAS DEL MEDIO DIA		76/545,204
LOS GUAPOS DE LA MANANA		76/545,205
MUSICA		76/296,969

KRCA TELEVISION, INC.

SERVICE MARK	Reg. No.	Ser. No.
BUSCANDO AMOR		76/564,755
DIVORCIO USA		76/585,832
EL SHOW DE MARIA LARIA		76/564,758
GANA LA VERDE		76/585,834
JOSE LUIS SIN CENSURA		76/564,757
LOS ANGELES AL DIA		76/564,759
LOS ANGELES EN VIVO		76/564,756
NOTICIAS 62		76/564,754
QUE BUENA TV		76/564,753
SECRETOS		76/585,833
SEGUNDA CITA		76/564,760