

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	05/15/2007

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Costa de Oro Media, LLC		05/15/2007	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	LATV Networks, LLC
Street Address:	2323 Corinth Avenue
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90064
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2448497	LATV
Registration Number:	2833392	LATV LIVE
Registration Number:	2324599	KJLA
Serial Number:	78894097	LATV
Serial Number:	78894215	LATV
Serial Number:	78894224	LATV LIVE
Registration Number:	2833393	LA TV

**CORRESPONDENCE DATA**

Fax Number: (310)557-8475  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 310 277-2223  
 Email: ptomaillosangeles@foley.com  
 Correspondent Name: Miriam Claire Beezy

OP \$190.00 2448497

Address Line 1: 2029 Century Park East, Suite 3500  
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	087964-0102 GSKIWV
NAME OF SUBMITTER:	Miriam Claire Beezy
Signature:	/Miriam Claire Beezy/
Date:	12/13/2007

**Total Attachments: 5**

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## ASSIGNMENT AGREEMENT

**THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT** (the "Assignment") is made and entered into effective as of May 15, 2007, by and between Costa de Oro Media, LLC, a Delaware limited liability company ("Assignor"), and LATV Networks, LLC, a Delaware limited liability company ("Assignee").

**WHEREAS**, Assignor (formerly LATv, LLC, a Delaware limited liability company) has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademarks listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, any and all designs, artwork, logos or other embodiments which have been used or intended to be used in connection with trademarks, all common law rights, trade name rights, causes of action, and the right to recover for past infringement worldwide, as well as the Internet domain names listed in Schedule B attached hereto and incorporated herein by reference (hereinafter collectively referred to as "Trademarks");

**WHEREAS**, Assignor makes this Assignment pursuant to that certain Contribution Agreement dated as of even date hereof (the "Contribution Agreement") by and among Assignor and Assignee, under which Assignor has transferred, assigned and conveyed to Assignee the Costa Media Assets (as defined therein), including but not limited to the Trademarks and the products therefore.

**WHEREAS**, Assignor is willing to assign to Assignee all rights, title and interest as Assignor may possess in and to the Trademarks and associated goodwill associated therewith.

**NOW, THEREFORE**, for good and valuable consideration per the Contribution Agreement, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby transfers, conveys, assigns and delivers to Assignee, and Assignee hereby acquires and accepts from Assignor, all of Assignor's rights, title and interest, as of the date hereof, in and to Assignor's marks, including but not limited to the Trademarks set forth in Schedule A as Assignor may possess, together with the goodwill of the business symbolized by the Trademarks, all common law rights relating thereto, all income, royalties and all rights to bring action on and recover damages for past, present and future claims, demands and causes of action based thereon, if any., including, without limitation, all rights of Assignor in and to that certain matter entitled LATV, LLC v. Latin American Broadcasting, Inc. et al, pending in the U.S. District Court, Central District of California Case No. CV 066972 MMM (FMOx), any and all actions or proceedings related to or resulting therefrom.

2. Assignor agrees to execute such further papers and do such other acts as may be necessary and proper to vest full title in and to the Trademarks in Assignee or which may be necessary to obtain, renew, issue or enforce the Trademarks worldwide.

3. Assignor will not in the future use, register or attempt to register any trademark, service mark, trade name or domain name confusingly similar to the Trademarks, or assist any third party in doing the same. Assignor will not challenge or assist third parties in challenging Assignee's rights, title and interest in and to the Trademarks.

4. Assignee will bear the costs and fees associated with recording, transfer of title for all trademark registrations and applications for the Trademarks, but Assignor shall provide timely cooperation to Assignee as reasonably necessary.

5. Nothing contained in this Assignment shall in any way supersede, modify or otherwise amend the terms and obligations set forth in the Contribution Agreement, the terms of which are fully incorporated herein by reference.

6. This Assignment shall in all respects be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to its conflicts-of-laws principles.

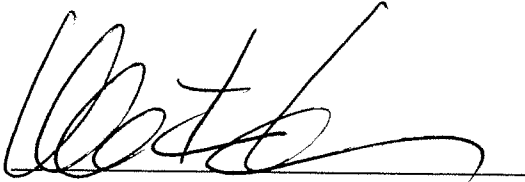
7. The Parties consent to the exclusive jurisdiction of the state and federal courts sitting in California in any action on a claim arising out of, under or in connection with this Agreement or the transactions contemplated by this Agreement (provided such claim is not otherwise required to be arbitrated). The Parties further consent to personal jurisdiction within the State of California.

8. This Assignment may be executed in any number of counterparts and by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

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

**AGREED AND ACCEPTED BY ASSIGNOR**  
Costa de Oro Media, LLC,  
a Delaware limited liability company

By:



Walter F. Ulloa

Manager & Secretary

**AGREED AND ACCEPTED BY ASSIGNEE**  
LATV NETWORKS, LLC,  
a Delaware limited liability company

By:



Howard Bolter

President

3. Assignor will not in the future use, register or attempt to register any trademark, service mark, trade name or domain name confusingly similar to the Trademarks, or assist any third party in doing the same. Assignor will not challenge or assist third parties in challenging Assignee's rights, title and interest in and to the Trademarks.

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Costa de Oro Media, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_



Walter F. Ulloa  
Manager & Secretary

**AGREED AND ACCEPTED BY ASSIGNEE**  
LATV NETWORKS, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

*Howard J Bolter*  
Howard Bolter  
President

**SCHEDULE A**

<b><u>Mark</u></b>	<b><u>U.S. Reg. No. / Serial No.</u></b>
LATV	Reg. No. 2,448,497
LATV LIVE	Reg. No. 2,833,392
 (LATV & Design)	Reg. No. 2,833,393
KJLA	Reg. No. 2,324,599
LATV	Serial No. 78/894,097
 (LATV & Design)	Serial No. 78/894,215
LATV LIVE	Serial No. 78/894,224

**SCHEDULE B**

LATV.COM

TULATV.COM

VIDEOGRINGO.COM