

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SUPPLEMENT TO GUARANTEE AND COLLATERAL AGREEMENT (TRADEMARKS)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SPANISH BROADCASTING SYSTEM OF ILLINOIS, INC.		10/30/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	LEHMAN COMMERCIAL PAPER INC.
Street Address:	745 SEVENTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2251474	LA LEY
Registration Number:	2253602	LA LEY 107.9

CORRESPONDENCE DATA

Fax Number: (212)878-8375
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 878-8000
 Email: trademark.group@cliffordchance.com
 Correspondent Name: CLIFFORD CHANCE US LLP
 Address Line 1: 200 PARK AVENUE
 Address Line 4: NEW YORK, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	5997/10
NAME OF SUBMITTER:	CHRISTINE BENTON

Total Attachments: 3
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**SUPPLEMENT TO GUARANTEE AND COLLATERAL AGREEMENT
(TRADEMARKS)**

WHEREAS, SPANISH BROADCASTING SYSTEM OF ILLINOIS, INC., a Delaware corporation (herein referred to as "Grantor"), having an address at c/o Spanish Broadcasting System, Inc., 2601 South Bayshore Drive, PH II, Coconut Grove, Florida 33133, Attention: Joseph A. García, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "Trademarks"); and

WHEREAS, the Grantor has entered into a Guarantee and Collateral Agreement (said Guarantee and Collateral Agreement, as it may hereafter be amended or otherwise modified from time to time being the "Security Agreement", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of the Secured Party; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to Secured Party a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Grantor, and all reissues, extensions or renewals thereof, all Trademark Licenses and all proceeds of all of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement thereof (the "Collateral"), to secure the payment and performance of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record, its grant to Secured Party of a security interest in and mortgage on the Collateral to secure the prompt payment and performance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Name and address of Secured Party is Lehman Commercial Paper Inc., 745 Seventh Avenue, New York, New York 10019, Attention: Diane Albanese.

IN WITNESS WHEREOF, the Grantor has duly executed or caused this Agreement to be duly executed as of October 3^o, 2003.

SPANISH BROADCASTING SYSTEM OF ILLINOIS, INC.

By:



Name:

Title:

TRADEMARK SECURITY SUPPLEMENT

TRADEMARK
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**Schedule 1-A to the SUPPLEMENT TO GUARANTEE
AND COLLATERAL AGREEMENT
(TRADEMARKS)**

<u>Trademark</u>	<u>Application or Registration Date</u>	<u>Application Serial No. or Registration No.</u>
La Ley	6/8/99	2251474
La Ley 107.9	6/15/99	2253602