

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment of Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Credit Suisse, Cayman Islands Branch, as Administrative Agent	FORMERLY Credit Suisse First Boston, Cayman Islands Branch, as Administrative Agent	05/08/2006	National Bank:

**RECEIVING PARTY DATA**

<b>Name:</b>	Credit Suisse, Cayman Islands Branch, as Collateral Agent
<b>Street Address:</b>	Eleven Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>Entity Type:</b>	National Bank:

**PROPERTY NUMBERS Total: 36**

Property Type	Number	Word Mark
Registration Number:	2773937	SONIDO
Registration Number:	2638877	RADIO RANCHITO
Registration Number:	2773936	SONIDO 96.7
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
Registration Number:	2780196	BARRA LIBRE
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

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Serial Number:	76296577	LA CHANGA
Registration Number:	2730212	LA RANCHERA
Registration Number:	2780195	NOCHES SONIDERAS
Serial Number:	76498401	AQUI MANDA LA RAZA
Serial Number:	76545200	DON CHETO
Registration Number:	3043276	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
Registration Number:	3043277	LOS GUAPOS DE LA MANANA
Serial Number:	76296969	MUSICA
Registration Number:	2980520	BUSCANDO AMOR
Registration Number:	3066878	DIVORCIO USA
Serial Number:	76564758	EL SHOW DE MARÍA LARIA
Registration Number:	3029912	GANA LA VERDE
Registration Number:	2986929	JOSÉ LUIS SIN CENSURA
Registration Number:	2984585	LOS ANGELES AL DIA
Registration Number:	3056810	LOS ANGELES EN VIVO
Registration Number:	2950622	NOTICIAS 62
Serial Number:	76564753	QUE BUENA TV
Registration Number:	3013690	SECRETOS
Registration Number:	2950623	SEGUNDA CITA

**CORRESPONDENCE DATA**

Fax Number: (617)316-8263  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 617.239.0632  
Email: agrandy@eapdlaw.com  
Correspondent Name: Adam M. Grandy  
Address Line 1: 111 Huntington Avenue  
Address Line 2: Edwards Angell Palmer & Dodge LLP  
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	204433-1
NAME OF SUBMITTER:	Adam M. Grandy
Signature:	/Adam M. Grandy/

**TRADEMARK**

**REEL: 003305 FRAME: 0521**

Date:

05/09/2006

**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 May 8, 2006 (this "Assignment") is between Credit Suisse, Cayman Islands Branch (f/k/a Credit Suisse First Boston, Cayman Islands Branch), as Administrative Agent (the "Assignor"), and Credit Suisse, Cayman Islands Branch, as the Collateral Agent (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor was the administrative agent under that certain Amended and Restated Credit Agreement (the "Credit Agreement") dated as of June 11, 2004, among LBI Media, Inc. (the "Borrower"), the guarantors party thereto (including Liberman Broadcasting, Inc. and KRCA Television, Inc., the "Guarantors"), and collectively with the Borrower, the "Credit Parties"), the lenders and the agents party thereto;

WHEREAS, the Assignor was the grantee under the Collateral Documents (as defined in the Credit Agreement), including without limitation that certain Service Marks Agreement dated as of July 9, 2002, between Liberman Broadcasting, Inc. and Fleet National Bank, as predecessor administrative agent and that certain Service Marks and Trademarks Agreement dated as of July 12, 2004 among Liberman Broadcasting, Inc., KRCA Television, Inc. and the Assignor (collectively, the "Service Marks Agreements") securing the obligations of the Borrower and the Guarantors under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement);

WHEREAS, on the date hereof, the Assignor transferred and assigned all of its rights, powers, privileges and duties in respect of the Collateral Documents to the Assignee;

WHEREAS, the Assignee, will succeed to the estates, properties, interests, rights, powers, and duties of the Assignor 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. The Assignor hereby assigns and transfers irrevocably to the Assignee, in its capacity as collateral agent and as grantee under the Service Marks Agreements, and its successors and assigns, all the properties, rights, powers and duties of the Assignor in, to and under the Service Marks Agreements, and the security interest in all service marks of each party to the Service Marks Agreements, 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. The Assignee hereby accepts such assignment and accepts all the properties, rights, powers and duties of the Assignor under and pursuant to the Service Marks Agreements, and the security interest in all service marks of each party to the Service Marks Agreements, 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. The Assignor 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 the Assignee 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 the Assignee to exercise and enforce its rights and remedies under the Service Marks Agreements.


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

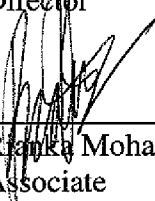
5. This Assignment may be executed in counterparts, each of which when executed and delivered shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

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

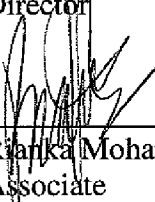
CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH,  
as Assignor

By:   
Name: William O'Daly  
Title: Director

  
By: \_\_\_\_\_  
Name: Rianka Mohan  
Title: Associate

CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH,  
as Assignee

By:   
Name: William O'Daly  
Title: Director

  
By: \_\_\_\_\_  
Name: Rianka Mohan  
Title: Associate

**SCHEDULE A**

**LIBERMAN BROADCASTING, INC.**

<b>SERVICE MARK</b>	<b>Reg. No.</b>	<b>Ser. No.</b>
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	--
AQUI MANDA LA RAZA	--	76/498,401
DON CHETO	--	76/545,200
EL MANDRIL	3,043,276	--
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	3,043,277	--
MUSICA	--	76/296,969

**KRCA TELEVISION, INC.**

<b>SERVICE MARK</b>	<b>Reg. No.</b>	<b>Ser. No.</b>
BUSCANDO AMOR	2,980,520	--
DIVORCIO USA	3,066,878	--
EL SHOW DE MARIA LARIA	--	76/564,758
GANA LA VERDE	3,029,912	--
JOSE LUIS SIN CENSURA	2,986,929	--
LOS ANGELES AL DIA	2,984,585	--
LOS ANGELES EN VIVO	3,056,810	--
NOTICIAS 62	2,950,622	--
QUE BUENA TV	--	76/564,753
SECRETOS	3,013,690	--
SEGUNDA CITA	2,950,623	--