

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Liberman Television of Houston, Inc.		05/04/2006	CORPORATION: CALIFORNIA
KRCA Television, Inc.		05/04/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Credit Suisse, Cayman Islands Branch, as Collateral Agent		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	National Bank:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	76564762	LA RAZA TV	
Serial Number:	78573243	ESTUDIO 2	
Serial Number:	78573231	ESTUDIO DOS	
CORRESPONDENCE DATA			
Fax Number:	(617)316-8263		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		

CH \$90.00 76564762

NAME OF SUBMITTER:	Adam M. Grandy
Signature:	/Adam M. Grandy/
Date:	05/09/2006
Total Attachments: 6 source=SM&TM Agreement#page1.tif source=SM&TM Agreement#page2.tif source=SM&TM Agreement#page3.tif source=SM&TM Agreement#page4.tif source=SM&TM Agreement#page5.tif source=SM&TM Agreement#page6.tif	

SERVICE MARKS AND TRADEMARKS AGREEMENT

WHEREAS Liberman Television of Houston, Inc., a California corporation and KRCA Television, Inc., a California corporation (the "Pledgors"), each having a principal place of business at 1845 Empire Avenue, Burbank, California 91504, are the respective owners and users, 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 (i) that certain Amended and Restated Credit Agreement dated as of May 8, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Revolving Credit Agreement") among LBI Media, Inc. (the "Borrower"), the guarantors party thereto (collectively with the Borrower, but excluding Empire Burbank Studios Inc., the "Credit Parties"), the lenders party thereto, Credit Suisse, Cayman Islands Branch, as Administrative Agent, Credit Suisse, Cayman Islands Branch, as Collateral Agent (the "Collateral Agent") and the other agents party thereto and (ii) that certain Amended and Restated Term Loan Agreement dated as of May 8, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Term Loan Agreement" and together with the Revolving Credit Agreement, the "Senior Credit Agreements") among the Credit Parties, the lenders party thereto, Credit Suisse, Cayman Islands Branch, as Administrative Agent, the Collateral Agent and the other agents party thereto.

WHEREAS each Pledgor's guaranty under each Senior 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 and as further confirmed by that certain Second Omnibus Confirmation Agreement dated as of May 8, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Borrower, certain other Credit Parties and the Collateral Agent, pursuant to which each Pledgor has granted to the Collateral 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 Collateral 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 Pledgors' 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 Collateral Agent, and grant to the Collateral 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 a 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 Senior Credit Agreements and the Security Agreement, and the Pledgors and the Collateral Agent each hereby acknowledge and agree that the pledge, mortgage and grant of security interest hereunder in, and the rights and remedies of the Collateral 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 Collateral Agent have caused this Service Marks and Trademarks Agreement to be duly executed and delivered by their officers thereunto duly authorized as of the 4th day of May, 2006.

LIBERMAN TELEVISION OF HOUSTON, INC.

By: _____

Jose Liberman
President

KRCA TELEVISION, INC.

By: _____

Jose Liberman
President

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH,
as Collateral Agent

By: _____

Name: William O'Daly
Title: Director

By: _____

Name: Rianka Mohan
Title: Associate

STATE OF CALIFORNIA)

COUNTY OF Los Angeles)



On May 4th, 2006, before me, the undersigned notary public, personally appeared Jose Liberman, proved to me through satisfactory evidence of identification, which was Personally known to me, to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for its stated purpose as President for KRCA Television, Inc.

Sonia Vento
Notary Public

STATE OF CALIFORNIA)

COUNTY OF Los Angeles)



On May 4th, 2006, before me, the undersigned notary public, personally appeared Jose Liberman, proved to me through satisfactory evidence of identification, which was Personally known to me, to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for its stated purpose as President for Liberman Television of Houston, Inc.

Sonia Vento
Notary Public

IN WITNESS WHEREOF, the Pledgors and the Collateral Agent have caused this Service Marks and Trademarks Agreement to be duly executed and delivered by their officers thereunto duly authorized as of the 6th day of May, 2006.

LIBERMAN TELEVISION OF HOUSTON, INC.

By: _____
Lenard D. Liberman
Executive Vice President and Secretary

KRCA TELEVISION, INC.

By: _____
Lenard D. Liberman
Executive Vice President and Secretary

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH,
as Collateral Agent

By: _____
Name: William O'Daly
Title: Director

By: _____
Name: Rianka Mohan
Title: Associate

SCHEDULE A

LIBERMAN TELEVISION OF HOUSTON, INC.

SERVICE MARK	Reg. No.	Ser. No.
LA RAZA TV	-	76/564,762

KRCA TELEVISION, INC.

SERVICE MARK	Reg. No.	Ser. No.
ESTUDIO 2	-	78/573,243
ESTUDIO DOS	-	78/573,231