

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 Broadcasting of Dallas, Inc.		03/30/2007	CORPORATION:
Liberman Television, Inc.		03/30/2007	CORPORATION:
Liberman Broadcasting, Inc.		03/30/2007	CORPORATION:

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:	Bank:

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3068094	CASA
Serial Number:	78908816	ALARMA TV
Serial Number:	77078759	EL NORTE
Serial Number:	77084987	LA NORTEÑA

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
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CH \$115.00 3068094

ATTORNEY DOCKET NUMBER:	204433-0001
NAME OF SUBMITTER:	Adam M. Grandy
Signature:	/Adam M. Grandy/
Date:	05/16/2007
Total Attachments: 4 source=trademark agreement#page1.tif source=trademark agreement#page2.tif source=trademark agreement#page3.tif source=trademark agreement#page4.tif	

SERVICE MARKS AND TRADEMARKS AGREEMENT

WHEREAS Liberman Broadcasting of Dallas, Inc., a California corporation, Liberman Television, Inc., a California corporation and Liberman Broadcasting, 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 applications filed with the United States Patent and Trademark Office and 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, further confirmed by that certain Second Omnibus Confirmation Agreement dated as of May 8, 2006, and as further amended and consented to by that certain First Amendment and Consent to Amended and Restated Credit Agreement dated as of March 30, 2007 (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 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 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 and grant of a 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]

SCHEDULE A

LIBERMAN BROADCASTING OF DALLAS, INC.

SERVICE MARK	Reg. No.	Ser. No.
CASA	3,068,094	-

LIBERMAN TELEVISION, INC.

SERVICE MARK	Reg. No.	Ser. No.
ALARMA TV	-	78/908,816

LIBERMAN BROADCASTING, INC.

SERVICE MARK	Reg. No.	Ser. No.
EL NORTE	-	77/078,759
LA NORTENA	-	77/084,987

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 30th day of March, 2007.

LIBERMAN BROADCASTING, INC.

By: 

Name: Lenard Liberman
Title: Executive Vice President, Chief
Financial Officer and Secretary

LIBERMAN TELEVISION, INC.

By: 

Name: Lenard Liberman
Title: Executive Vice President, Chief
Financial Officer and Secretary

LIBERMAN BROADCASTING OF DALLAS,
INC.

By: 

Name: Lenard Liberman
Title: Executive Vice President, Chief
Financial Officer and Secretary

(Service Marks and Trademarks Agreement)