# Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** Second-Lien Trademark Security Agreement NATURE OF CONVEYANCE:

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Univision Communications Inc.		03/29/2007	CORPORATION: DELAWARE

### RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Second-Lien Collateral Agent: NEW YORK

### PROPERTY NUMBERS Total: 56

Property Type	Number	Word Mark
Registration Number:	2235633	LA SUPER PELICULA
Registration Number:	2404362	QUE LOCO
Registration Number:	2406400	EN PERSONA
Registration Number:	2473188	ULTIMA HORA
Registration Number:	2518239	UNIVISION
Registration Number:	2518240	UNIVISION
Registration Number:	2518241	UNIVISION.COM
Registration Number:	2528166	UNIVISION.COM
Registration Number:	2595124	ESTAMOS UNIDOS
Registration Number:	2613207	GALA SCENE
Registration Number:	2659380	EN ESTA ESQUINA
Registration Number:	2674794	VER PARA CREER
Registration Number:	2744155	
Registration Number:	2778295	LOS METICHES
		TPADEMARK

TRADEMARK

**REEL: 003940 FRAME: 0853** 

Registration Number:	2829665	ESCANDALO TV		
Registration Number:	2881179	UNIVISION RECORDS		
Registration Number:	2932622	¿QUE CARAMBAS ES ESO?		
Registration Number:	2941209	U UNIVISION RECORDS		
Registration Number:	2974164	OBJETIVO FAMA		
Registration Number:	3010395	H EL HANDYMAN EN SU CASA		
Registration Number:	3012765	LA VIDA ES UNA NOVELA		
Registration Number:	3043428	ENTERATE		
Registration Number:	3069289	LO VEREMOS TODO		
Registration Number:	3097264	LA KALLE		
Registration Number:	3118129	EL CAMERINO		
Registration Number:	3154861	VIDA TOTAL		
Registration Number:	3175001	UNICINE		
Registration Number:	3190714	EL RASTRO DEL CRIMEN		
Registration Number:	3207217	LA PICUDA		
Registration Number:	3214587	UNIVISION MUSIC PUBLISHING		
Registration Number:	3214628	SOÑANDO CONTIGO		
Registration Number:	3221121	SALUD ES VIDA ¡ENTÉRATE!		
Registration Number:	3250222	TU FUTURO DEPENDE DE TI ¡EDÚCATE!		
Registration Number:	3292619	TU PULSO		
Registration Number:	3305115	EL CORBATON		
Registration Number:	3322266	PJ PREMIOS JUVENTUD		
Registration Number:	3335976	SALUD, DINERO Y AMOR		
Registration Number:	3337851	SOLO BOXEO		
Registration Number:	3367481	NOCAUT		
Registration Number:	3474166	PREMIOS JUVENTUD		
Registration Number:	3513111	MISIÓN: REPORTAR		
Registration Number:	2202092	DESPIERTA AMERICA		
Registration Number:	2526041	AL DESNUDO		
Registration Number:	2530669	CON CIERTA INTIMIDAD		
Registration Number:	2591204	CLUB AMERICA		
Registration Number:	2677674	ACCION EXTRA		
Registration Number:	2837727	!DE CABEZA!		
Registration Number:	3219284	CON SAZÓN DE ESTE A OESTE		
Registration Number:	3367452	CONEXION DEPORTE		

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Registration Number:	3450151	DECORANDO CONTIGO
Serial Number:	76268617	TELEFUTURA
Serial Number:	76333891	TELEFUTURA
Serial Number:	76651343	LOCURA DEPORTIVA
Serial Number:	76664546	KEEP GROWING. WE ARE.
Serial Number:	76673914	UNICLAVE
Serial Number:	78765921	UNICINE

#### **CORRESPONDENCE DATA**

Fax Number: (212)354-8113

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-819-8200

Email: trademarkdocket@whitecase.com

Correspondent Name: Matthew Bart
Address Line 1: White & Case LLP

Address Line 2: 1155 Avenue of the Americas

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1104031-0446
NAME OF SUBMITTER:	Matthew Bart
Signature:	/Matthew Bart/
Date:	02/24/2009

#### **Total Attachments: 28**

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#### SECOND-LIEN TRADEMARK SECURITY AGREEMENT

SECOND-LIEN TRADEMARK SECURITY AGREEMENT, dated as of March 29, 2007 (this "Agreement"), among the Persons listed on Attachment A hereto (each, a "Grantor" and collectively, the "Grantors") and DEUTSCHE BANK AG NEW YORK BRANCH, as Second-Lien Collateral Agent (the "Second-Lien Collateral Agent") for the Second-Lien Secured Parties.

Reference is made to the Second-Lien Guarantee and Collateral Agreement dated as of March 29, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Umbrella Acquisition, Inc., a Delaware corporation, to be merged with and into Univision Communications Inc., a Delaware corporation, and Univision of Puerto Rico Inc., a Delaware corporation, Broadcast Media Partners Holdings, Inc., the other subsidiaries of the US Borrower (as defined in the Credit Agreement referred to below) party thereto and the Second-Lien Collateral Agent. The Lenders have extended credit to the US Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of March 29, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Consistent with the requirements of the Credit Agreement and pursuant to and in accordance with Section 3.01(b) and Section 3.02(b) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest*. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Second-Lien Collateral Agent, its successors and assigns, for the benefit of the Second-Lien Secured Parties (and, to the extent provided in Section 6.01 of the Security Agreement, for the equal and ratable benefit of the Existing Senior Note Holders), a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor and wherever located or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office,

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and all extensions or renewals thereof, including those listed on Schedule I and II (the "<u>Trademarks</u>");

- (b) all goodwill associated with or symbolized by the Trademarks;
- (c) all assets, rights and interests that uniquely reflect or embody the Trademarks;
  - (d) the right to sue third parties for past, present and future infringements of any Trademark; and
  - (e) all proceeds of and rights associated with the foregoing.

SECTION 3. Security Agreement. The security interests granted to the Second-Lien Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Second-Lien Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Second-Lien Collateral Agent with respect to the Trademark Collateral 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Intercreditor Agreement*. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second-Lien Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Second-Lien Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of March 29, 2007 (as amended, restated, supplemented and/or otherwise modified from time to time in accordance with the terms thereof, the "Intercreditor Agreement"), among Broadcast Media Partners Holdings, Inc., Umbrella Acquisition, Inc., Univision Communications Inc., Univision of Puerto Rico Inc., the other Grantors from time to time party thereto, Deutsche Bank AG New York Branch, in its capacity as the initial First-Lien Collateral Agent thereunder, and Deutsche Bank AG New York Branch, in its capacity as the initial Second-Lien Collateral Agent thereunder. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

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

# **BROADCAST MEDIA PARTNERS** HOLDINGS, INC.

By:

Name: Andrew W. Hobson

Title:

Senior Executive Vice President

# UMBRELLA ACQUISITION, INC.

Title:

Senior Executive Vice President

### UNIVISION OF PUERTO RICO INC.

By:

Name: Andrew W. Hobson

Title:

**Executive Vice President** 

UNIVISION COMMUNICATIONS INC. HEREBY ABSOLUTELY, IRREVOCABLY AND UNCONDITIONALLY ASSUMES ALL **OBLIGATIONS OF UMBRELLA** ACQUISITION, INC. UNDER THIS AGREEMENT.

UNIVISION COMMUNICATIONS INC.

Name: Andrew W. Hobson

Title:

Senior Executive Vice President

# THE UNIVISION NETWORK LIMITED PARTNERSHIP

By: Univision Communications Inc.,

its general partner

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Name: Andrew W. Hobson

Title: Senior E

Senior Executive Vice President

EDIMONSA CORPORATION EL TRATO, INC. FONOHITS MUSIC PUBLISHING, INC. FONOMUSIC, INC. FONOVISA, INC. GALAVISION, INC. HPN NUMBERS, INC. KCYT-FM LICENSE CORP. KECS-FM LICENSE CORP. KESS-AM LICENSE CORP. KESS-TV LICENSE CORP. KHCK-FM LICENSE CORP. KICI-AM LICENSE CORP. KICI-FM LICENSE CORP. KLSQ-AM LICENSE CORP. KLVE-FM LICENSE CORP. KMRT-AM LICENSE CORP. KTNQ-AM LICENSE CORP. LICENSE CORP. NO. 1 LICENSE CORP. NO. 2 MI CASA PUBLICATIONS, INC. PTI HOLDINGS, INC. SERVICIO DE INFORMACION PROGRAMATIVA, INC. SPANISH COAST-TO-COAST LTD. SUNSHINE ACQUISITION CORP. T C TELEVISION, INC. TELEFUTURA NETWORK TELEFUTURA OF SAN FRANCISCO, INC. TELEFUTURA ORLANDO INC. TELEFUTURA TELEVISION GROUP, INC. TICHENOR LICENSE CORPORATION TMS LICENSE CALIFORNIA, INC. UNIVISION HOME ENTERTAINMENT, INC. UNIVISION INVESTMENTS, INC. UNIVISION MANAGEMENT CO. UNIVISION MUSIC, INC. UNIVISION OF ATLANTA INC. UNIVISION OF NEW JERSEY INC. UNIVISION OF RALEIGH, INC.

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

UNIVISION ONLINE, INC.

UNIVISION PUERTO RICO STATION ACOUISITION COMPANY UNIVISION PUERTO RICO STATION OPERATING COMPANY UNIVISION PUERTO RICO STATION PRODUCTION COMPANY UNIVISION RADIO CORPORATE SALES, INC. UNIVISION RADIO FRESNO, INC. UNIVISION RADIO GP, INC. UNIVISION RADIO HOUSTON LICENSE CORPORATION UNIVISION RADIO ILLINOIS, INC. UNIVISION RADIO INVESTMENTS, INC. UNIVISION RADIO LAS VEGAS, INC. UNIVISION RADIO LICENSE CORPORATION UNIVISION RADIO LOS ANGELES, INC. UNIVISION RADIO MANAGEMENT COMPANY, INC. UNIVISION RADIO NEW MEXICO, INC. UNIVISION RADIO NEW YORK, INC. UNIVISION RADIO PHOENIX, INC. UNIVISION RADIO SACRAMENTO, INC. UNIVISION RADIO SAN DIEGO, INC. UNIVISION RADIO SAN FRANCISCO, INC. UNIVISION RADIO TOWER COMPANY, INC. UNIVISION TELEVISION GROUP, INC. WADO RADIO, INC. WADO-AM LICENSE CORP. WLXX-AM LICENSE CORP. WPAT-AM LICENSE CORP. WOBA-AM LICENSE CORP. WQBA-FM LICENSE CORP. WURZBURG, INC.

By:

Name: Andrew W. Hobson
Title: Executive Vice President

# UNIVISION RADIO, INC.

By: Andrew W. Hobson

Title: Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

# HBCi, LLC UNIVISION RADIO FLORIDA, LLC

By: Univision Radio, Inc.,

its sole member

Name: Andrew W. Hobson Title: Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

# TELEFUTURA SAN FRANCISCO LLC

By: Telefutura San Francisco, Inc.,

its sole member

Name: Andrew W. Hobson

Title:

**Executive Vice President** 

# UNIVISION NEW YORK LLC UNIVISION PHILADELPHIA LLC

By: Univision of New Jersey Inc.,

its sole member

Ву: \_\_\_\_\_

Name: Andrew W. Hobson

Title:

**Executive Vice President** 

### **DISA LLC**

By: Univision Music, Inc.,

its member

By: Name: Androw W

e: Andrew W. Hobson

Title:

**Executive Vice President** 

By: DISA Holdco LLC,

its member

By: Univision Communications Inc.,

its member

Name: Andrew W. Hobson

Title:

Senior Executive Vice President

DISA LATIN PUBLISHING, LLC

Name:

Dave Palacio

Title:

Manager

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TELEFUTURA ALBUQUERQUE LLC
TELEFUTURA BAKERSFIELD LLC
TELEFUTURA BOSTON LLC
TELEFUTURA CHICAGO LLC
TELEFUTURA D.C. LLC
TELEFUTURA DALLAS LLC
TELEFUTURA FRESNO LLC
TELEFUTURA HOUSTON LLC
TELEFUTURA LOS ANGELES LLC
TELEFUTURA SACRAMENTO LLC
TELEFUTURA SOUTHWEST LLC
TELEFUTURA TAMPA LLC

By: Telefutura Television Group, Inc., its sole member

 $\mathbf{R}_{\mathbf{X}^{\prime}}$ 

Name: Andrew W, Hobson

Title: Ex

**Executive Vice President** 

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TELEFUTURA PARTNERSHIP OF DOUGLAS
TELEFUTURA PARTNERSHIP OF
FLAGSTAFF
TELEFUTURA PARTNERSHIP OF
FLORESVILLE
TELEFUTURA PARTNERSHIP OF PHOENIX
TELEFUTURA PARTNERSHIP OF SAN
ANTONIO
TELEFUTURA PARTNERSHIP OF TUCSON

By: Telefutura Television Group, Inc.,

its general partner

By:

Name: Andrew W. Hobson
Title: Executive Vice President

By: Telefutura Southwest LLC,

its general partner

By:

Name: Andrew W. Hobson

Title: Executive Vice President

## UNIVISION MUSIC LLC

By: Univision Music, Inc., its managing member

3y: <u>~~~</u>2

Name: Andrew W. Hobson

Title:

**Executive Vice President** 

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

# UNIVISION ATLANTA LLC

By: Univision of Atlanta Inc.,

its sole member

By: Chlo

Name: Andrew W. Hobson

Title: Executive Vice President

### WUVC LICENSE PARTNERSHIP G.P.

By: Univision of Raleigh, Inc., its general partner

Bv

Name: Andrew W. Hobson

Title: Executive Vice President

By: Univision Television Group, Inc., its general partner

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Name: Andrew W. Hobson

Title: Executive Vice President

KAKW LICENSE PARTNERSHIP, L.P. KUVN LICENSE PARTNERSHIP, L.P. KWEX LICENSE PARTNERSHIP, L.P. KXLN LICENSE PARTNERSHIP, L.P. UVN TEXAS L.P.

By: Univision Television Group, Inc.,

its general partner

Name: Andrew W. Hobson

Title:

**Executive Vice President** 

KDTV LICENSE PARTNERSHIP, G.P. KFTV LICENSE PARTNERSHIP, G.P. KMEX LICENSE PARTNERSHIP, G.P. KTVW LICENSE PARTNERSHIP, G.P. KUVI LICENSE PARTNERSHIP, G.P. KUVS LICENSE PARTNERSHIP, G.P. WGBO LICENSE PARTNERSHIP, G.P. WLTV LICENSE PARTNERSHIP, G.P. WXTV LICENSE PARTNERSHIP, G.P.

By: Univision Television Group, Inc.,

its general partner

Name:

Andrew W. Hobson

Title:

**Executive Vice President** 

By: PTI Holdings, Inc., its general partner

/ /-

Name: Andrew W. Hobson

Title: Executive Vice President

# ${\bf WLII/WSUR\ LICENSE\ PARTNERSHIP,\ G.P.}$

By: Univision of Puerto Rico Inc.,

its general partner

غر<u>ے</u> کیسے

Name: Andrew W. Hobson
Title: Executive Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

# UNIVISION RADIO BROADCASTING PUERTO RICO, L.P. UNIVISION RADIO BROADCASTING TEXAS, L.P.

By: Univision Radio GP, Inc.,

its general partner

Name: Andrew W. Hobson Title: Executive Vice President

# UNIVISION CLEVELAND LLC

By: Univision Television Group, Inc.,

its sole member

By:

Name: Andrew W. Hobson

Title: Executive Vice President

UNIVISION TEXAS STATIONS LLC

By:

Name: Title: Manager

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

# UNIVISION NETWORK PUERTO RICO PRODUCTION LLC

By: The Univision Network Limited Partnership, its sole member

By: Univision Communications Inc., its general partner

By: Aus

Name: Andrew W. Hobson Title: Senior Executive Vice

President

# UNIVISION-EV HOLDINGS, LLC

By:

Name: Andrew W. Hobson

Title: Executive Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

DEUTSCHE BANK AG NEW YORK BRANCH, as Second-Lien Collateral Agent

as second-bien conateral Agent

Name: David Mayhew
Title: Managing Director

By: STEPHEN CAVER

Title: DIRECTOR

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

### Univision Communications Inc.

Mark	Reg. No.	Describer:	A NT	A 15.4
Telefutura	Reg. Ivo.	Reg. Date	App. No.	App. Date
			76/268,617	06-06-2001
Telefutura & Design			76/333,891	11-05-2001
Locura Deportiva			76/651,343	12-02-2005
Keep Growing. We Are.			76/664,546	08-14-2006
Uniclave			76/673,914	03-12-2007
Unicine (Stylized and/or with design)	2 225 622	02 20 1000	78/765,921	12-02-2005
La Super Pelicula & Design	2,235,633	03-30-1999	75/226,052	01-15-1997
Que Loco	2,404,362	11-14-2000	75/886,542	01-04-2000
En Persona & Design	2,406,400	11-21-2000	75/897,182	01-14-2000
Ultima Hora	2,473,188	07-31-2001	75/907,885	02-01-2000
Univision	2,518,239	12-11-2001	75/773,609	08-12-1999
Univision	2,518,240	12-11-2001	75/773,610	08-12-1999
Univision.com	2,518,241	12-11-2001	75/773,614	08-12-1999
Univision.com	2,528,166	01-08-2002	75/773,612	08-12-1999
Estamos Unidos	2,595,124	07-16-2002	75/887,003	01-04-2000
Gala Scene	2,613,207	08-27-2002	76/000,941	03-15-2000
En esta Esquina	2,659,380	12-10-2002	76/388,373	03-27-2002
Ver Para Creer	2,674,794	01-142003	76/382,415	03-13-2002
Telefutura Logo	2,744,155	07-29-2003	76/333,892	11-05-2001
Los Metiches	2,778,295	10-28-2003	76/256,218	05-10-2001
Escandalo TV	2,829,665	04-06-2004	76/515,250	05-19-2003
Univision Records	2,881,179	09-07-2004	76/547,925	09-29-2003
¿Que Carambas es Eso?	2,932,622	03-15-2005	76/582,503	03-22-2004
U Univision Records & Design	2,941,209	04-19-2005	76/547,945	09-29-2003
Objectivo Fama	2,974,164	07-19-2005	78/328,117	11-14-2003
H el Handyman en Su Casa & Design	3,010,395	11-01-2005	76/611,074	09-13-2004
La Vida es una Novela & Design	3,012,765	11-08-2005	76/611,041	09-13-2004
Entrate	3,043,428	01-17-2006	76/575,792	02-17-2004
Lo Veremos Todo, Inc.	3,069,289	03-14-2006	78/421,423	05-05-2004
La Kalle	3,097,264	05-30-2006	76/641,089	06-20-2005
El Camerino	3,118,129	07-18-2006	78/449,199	07-12-2004
Vida Total	3,154,861	10-10-2006	78/430,921	06-07-2004
Unicine	3,175,001	11-21-2006	78/474,371	08-26-2004
El Rastro del Grimen (Galavision program)	3,190,714	01-02-2007	76/651,337	12-02-2005
La Picuda	3,207,217	02-13-2007	76/657,214	03-24-2006
Univision Music Publishing	3,214,587	03-06-2007		03-29-2006
Soañando Contigo	3,214,628	03-06-2007	76/661,041	06-05-2006
Salud es Vida ¡Entérate!	3,221,121	03-00-2007	76/650,907	11-23-2005
Tu Futuro Depende de ti ¡Educate!	3,250,222	06-12-2007	76/657,538	03-30-2006
Tu Pulso	3,292,619	09-18-2007	76/659,821	05-02-2006
El Corbaton	3,305,115	10-09-2007	76/659,821	12-05-2005
PJ Premios Juventud	3,322,266	10-30-2007	76/673,191	02-26-2007
Salud, Dinero y Amor & Design	3,335,976	11-13-2007	78/507,546	10-28-2004
Solo Boxeo	3,337,851	11-20-2007	76/673,668	03-06-2007
Nocaut & Design	3,367,481	01-15-2008	76/671,140	01-08-2007
Premios Juventud	3,474,166	07-22-2008	76/673,190	02-26-2007
Mision: Reportar & Design	3,513,111	10-07-2008	77/049,714	11-22-2006
Despierta America	2,202,092	11-03-1998	75/241,089	02-13-1997
Al Desnudo	2,526,041	01-01-2002	76/000,943	03-15-2000
Con Cierta Intimidad	2,530,669	01-15-2002	76/000,942	03-15-2000
Club America	2,591,204	07-09-2002	76/244,195	04-20-2001

Mark	Reg. No.	Reg. Date	App. No.	App. Date
Accion Extra	2,677,674	01-21-2003	76/388,570	03-29-2002
Ide Cabeza!	2,837,727	05-04-2004	76/383,409	03-14-2002
Con Sazón de este a Oeste	3,219,284	03-20-2007	76/651,396	12-02-2005
Conexión Deporte	3,367,452	01-05-2008	76/664,917	08-21-2006
Decorando Contigo & Design	3,450,151	06-17-2008	77/049,895	11-22-2006

TRADEMARK REEL: 003940 FRAME: 0884

**RECORDED: 02/24/2009**