

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second-Lien Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Univision Music, Inc.		03/29/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deutsche Bank AG New York Branch		
<b>Street Address:</b>	60 Wall Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	Second-Lien Collateral Agent: NEW YORK		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2839582	ARCOIRIS MUSICAL MEXICANO	
Registration Number:	2852851	RPE RUDY PEREZ ENTERPRISES	
Registration Number:	2874111	NUESTRA HISTORIA	
Registration Number:	3136769	AÑORANZAS DE MI PUEBLO	
Registration Number:	3210069	SGZ RECORDS	
Registration Number:	3395752	MEXICO EN LA SANGRE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-819-8200		
<b>Email:</b>	trademarkdocket@whitecase.com		
<b>Correspondent Name:</b>	Matthew Bart		
<b>Address Line 1:</b>	White & Case LLP		
<b>Address Line 2:</b>	1155 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10036		

**CH \$165.00 2839582**

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

**Total Attachments: 27**

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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,

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

- (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.

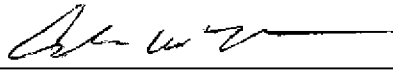
SECTION 3. *Security Agreement.* The security interests granted to the Second-Lien Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Second-Lien Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and 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.

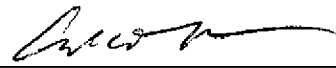
**BROADCAST MEDIA PARTNERS HOLDINGS, INC.**

By:   
Name: Andrew W. Hobson  
Title: Senior Executive Vice President

**UMBRELLA ACQUISITION, INC.**


By:   
Name: Andrew W. Hobson  
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.**

By:   
Name: Andrew W. Hobson  
Title: Senior Executive Vice President

**THE UNIVISION NETWORK LIMITED  
PARTNERSHIP**

By: Univision Communications Inc.,  
its general partner

By: \_\_\_\_\_

Name: Andrew W. Hobson

Title: Senior Executive Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]


**TRADEMARK  
REEL: 003940 FRAME: 0940**

**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.  
UNIVISION ONLINE, INC.**

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

**TRADEMARK  
REEL: 003940 FRAME: 0941**

UNIVISION PUERTO RICO STATION  
ACQUISITION 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.  
WQBA-AM LICENSE CORP.  
WQBA-FM LICENSE CORP.  
WURZBURG, INC.

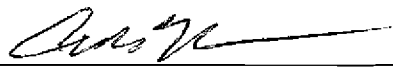
By:   
Name: Andrew W. Hobson  
Title: Executive Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 003940 FRAME: 0942



**UNIVISION RADIO, INC.**


By:   
Name: Andrew W. Hobson  
Title: Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 003940 FRAME: 0943**

**HBCi, LLC**  
**UNIVISION RADIO FLORIDA, LLC**

By: Univision Radio, Inc.,  
its sole member

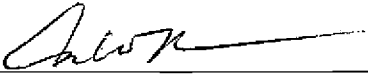
By:   
Name: Andrew W. Hobson  
Title: Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 003940 FRAME: 0944**

**TELEFUTURA SAN FRANCISCO LLC**

By: Telefutura San Francisco, Inc.,  
its sole member

By:  \_\_\_\_\_

Name: Andrew W. Hobson

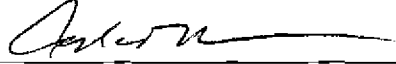
Title: Executive Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 003940 FRAME: 0945**

**UNIVISION NEW YORK LLC  
UNIVISION PHILADELPHIA LLC**

By: Univision of New Jersey Inc.,  
its sole member

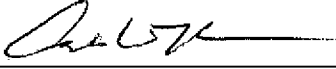
By:   
Name: Andrew W. Hobson  
Title: Executive Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

**TRADEMARK  
REEL: 003940 FRAME: 0946**

**DISA LLC**

By: Univision Music, Inc.,  
its member

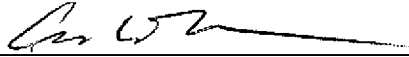
By: 

Name: Andrew W. Hobson

Title: Executive Vice President

By: DISA Holdco LLC,  
its member

By: Univision Communications Inc.,  
its member

By: 

Name: Andrew W. Hobson

Title: Senior Executive Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

**DISA LATIN PUBLISHING, LLC**

By:   
Name: Dave Palacio  
Title: Manager

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

**STATION WORKS, LLC  
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 MIAMI LLC  
TELEFUTURA SACRAMENTO LLC  
TELEFUTURA SOUTHWEST LLC  
TELEFUTURA TAMPA LLC**

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

By: 

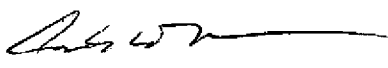
Name: Andrew W. Hobson  
Title: Executive Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

**TRADEMARK  
REEL: 003940 FRAME: 0949**

**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

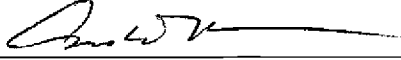
By: 

Name: Andrew W. Hobson  
Title: Executive Vice President



**UNIVISION MUSIC LLC**

By: Univision Music, Inc.,  
its managing member

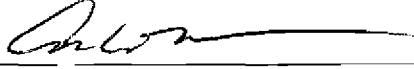
By:   
Name: Andrew W. Hobson  
Title: Executive Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 003940 FRAME: 0951**

**UNIVISION ATLANTA LLC**

By: Univision of Atlanta Inc.,  
its sole member

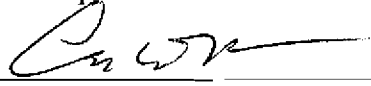
By:   
Name: Andrew W. Hobson  
Title: Executive Vice President

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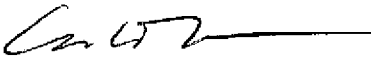
**TRADEMARK**  
**REEL: 003940 FRAME: 0952**

**WUVC LICENSE PARTNERSHIP G.P.**

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


By:   
Name: Andrew W. Hobson  
Title: Executive Vice President

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

By:   
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


By:   
Name: Andrew W. Hobson  
Title: Executive Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

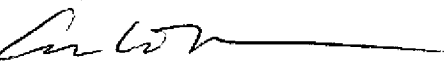
**TRADEMARK  
REEL: 003940 FRAME: 0954**

**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

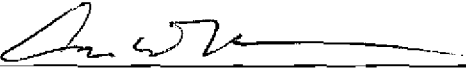
By:   
Name: Andrew W. Hobson  
Title: Executive Vice President

By: PTI Holdings, Inc.,  
its general partner

By:   
Name: Andrew W. Hobson  
Title: Executive Vice President

**WLII/WSUR LICENSE PARTNERSHIP, G.P.**

By: Univision of Puerto Rico Inc.,  
its general partner

By: 

Name: Andrew W. Hobson

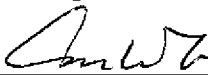
Title: Executive Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 003940 FRAME: 0956**

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

By: Univision Radio GP, Inc.,  
its general partner

By:  \_\_\_\_\_

Name: Andrew W. Hobson


Title: Executive Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

**TRADEMARK  
REEL: 003940 FRAME: 0957**

**UNIVISION CLEVELAND LLC**

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

By: 

Name: Andrew W. Hobson


Title: Executive Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 003940 FRAME: 0958**



**UNIVISION TEXAS STATIONS LLC**


By:   
Name: Ray Rodriguez  
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:  \_\_\_\_\_

Name: Andrew W. Hobson  
Title: Senior Executive Vice  
President

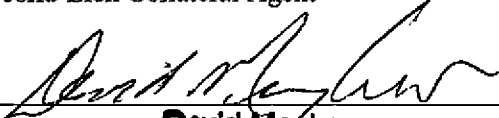
**UNIVISION-EV HOLDINGS, LLC**

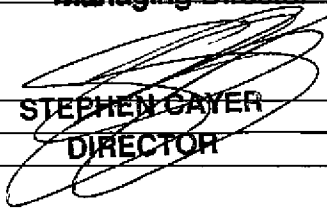
By:   
Name: Andrew W. Hobson  
Title: Executive Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 003940 FRAME: 0961**

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

By:   
Name: **David Mayhew**  
Title: **Managing Director**

By:   
Name: **STEPHEN CAYER**  
Title: **DIRECTOR**

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

Univision Music, Inc.

Mark	Reg. No.	Reg. Date	App. No.	App. Date
Arcoiris Musical Mexicano & Design	2,839,582	05-11-2004	76/451,630	09-23-2002
RPE Rudy Perez Enterprises & Design	2,852,851	06-15-2004	76/490,530	02-19-2003
Muestra Historia	2,874,111	08-17-2004	76/547,942	09-29-2003
Añoranzas de mi Pueblo	3,136,769	08-29-2006	78/446,550	08-12-2004
SGZ Records	3,210,069	02-20-2007	76/660,568	05-25-2006
Mexico en la Sangre	3,395,752	03-11-2008	78/466,511	08-12-2004