## 843

# CH 81190.0

### Electronic Version v1.1 Stylesheet Version v1.1

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

### **CONVEYING PARTY DATA**

Name	ne Formerly		Entity Type	
Univision Radio, 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:	First-Lien Collateral Agent: NEW YORK	

### PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	1524843	LA TREMENDA
Registration Number:	1733657	DESAYUNO MUSICAL
Registration Number:	1825500	PURO TEJANO
Registration Number:	1852658	ESTEREO LATINO
Registration Number:	2057449	AMOR
Registration Number:	2077647	ROMANTICAS
Registration Number:	2080405	TEJANO 107 FM
Registration Number:	2080564	QUE BUENA!
Registration Number:	2132248	ESTEREO SOL
Registration Number:	2159887	PURO TEJANO
Registration Number:	2261789	CHICAGO AL DIA
Registration Number:	2308115	HISPANIC BROADCASTING CORPORATION
Registration Number:	2401745	YO CUENTO
Registration Number:	2401790	HBC
		TPADEMARK

TRADEMARK

REEL: 003941 FRAME: 0435

Registration Number:	2405784	LA RADIO QUE HABLA
Registration Number:	2434719	EL SOL DE LA BAHIA
Registration Number:	2448978	7 A LAS 7
Registration Number:	2495810	HBC HISPANIC BROADCASTING CORPORATION
Registration Number:	2535677	HBC HISPANIC BROADCASTING CORPORATION
Registration Number:	2543848	HISPANIC BROADCASTING CORPORATION
Registration Number:	2579796	RECUERDO
Registration Number:	2588074	PURA BUENAS
Registration Number:	2595349	A TU RITMO
Registration Number:	2637959	KESS
Registration Number:	2647741	HBC HISPANIC BROADCASTING CORPORATION
Registration Number:	2647742	HBC HISPANIC BROADCASTING CORPORATION
Registration Number:	2647902	HBC HISPANIC BROADCASTING CORPORATION
Registration Number:	2650978	HBC HISPANIC BROADCASTING CORPORATION
Registration Number:	2721712	LATINO MIX
Registration Number:	2769321	LA JEFA
Registration Number:	2832674	!SE PEGA!
Registration Number:	2853134	KSOL
Registration Number:	2918525	INOLVIDABLES AL MEDIODIA
Registration Number:	2963961	EL GARAJE
Registration Number:	2970861	PENSANDO EN SU SALUD
Registration Number:	2995560	107.7 FM LA INVASORA MUCHA MAS MUSICA
Registration Number:	2966552	EL CONSULTORIO DE LA DOCTORA ALIZA
Registration Number:	3017258	THE MO' IN DA MO'NIN SHOW
Registration Number:	3056151	CHON
Registration Number:	3065028	CON ORGULLO MEXICANO
Registration Number:	3152447	AQUI SUENA LA QUE BUENA
Registration Number:	3223570	LA NUEVA
Registration Number:	3412617	QUE ONDA
Serial Number:	75430440	K-LOVE
Serial Number:	76525620	K LOVE
Serial Number:	76525621	KLOVE
Serial Number:	76525622	KLOVE

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: 27

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#### FIRST-LIEN TRADEMARK SECURITY AGREEMENT

FIRST-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 First-Lien Collateral Agent (the "First-Lien Collateral Agent") for the First-Lien Secured Parties.

Reference is made to the First-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 (the "Borrowers"), Broadcast Media Partners Holdings, Inc., the subsidiaries of the Borrowers party thereto and the First-Lien Collateral Agent. The Lenders have extended credit to the Borrowers 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 First-Lien Collateral Agent, its successors and assigns, for the benefit of the First-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 First-Lien Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the First-Lien Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the First-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.

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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:

Title:

Senior Executive Vice President

UMBRELLA ACQUISITION, INC.

Title:

Senior Executive Vice President

UNIVISION OF PUERTO RICO INC.

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

By:

Name: Andrew W. Hobson

Title: Senior Executive Vice President

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

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 FIRST LIEN TRADEMARK SECURITY AGREEMENT]

UNIVISION ONLINE, INC.

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

### UNIVISION RADIO, INC.

By:

Name: Andrew W. Hobson

Title: Vice President

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

### HBCi, LLC UNIVISION RADIO FLORIDA, LLC

By: Univision Radio, Inc.,

its sole member

Name: And

Andrew W. Hobson

Title: Vice President

### TELEFUTURA SAN FRANCISCO LLC

By: Telefutura San Francisco, Inc.,

its sole member

By: Inwa

Name: Andrew W. Hobson

Title:

**Executive Vice President** 

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

### UNIVISION NEW YORK LLC UNIVISION PHILADELPHIA LLC

By: Univision of New Jersey Inc.,

its sole member

y: <u>~</u>

Name: Andrew W. Hobson

Title:

**Executive Vice President** 

### **DISA LLC**

By: Univision Music, Inc.,

its member

By:

lame: An

Andrew W, Hobson

Title:

**Executive Vice President** 

By: DISA Holdco LLC,

its member

By: Univision Communications Inc.,

its member

Bv:

Name: Andrew W. Hobson

Title:

Senior Executive Vice President

DISA LATIN PUBLISHING, LLC

Name

Dave Palacio

Title: Manager

(SIGNATURE PAGE TO FIRST LIEN TRADPMARK 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

y:

Name: Andrew W. Hobson

Title: Executive Vice President

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: And

Name: Andrew W. Hobson
Title: Executive Vice President

By: Telefutura Southwest LLC, its general partner

Pr. /2- /

Name: Andrew W. Hobson
Title: Executive Vice President

### UNIVISION MUSIC LLC

By: Univision Music, Inc., its managing member

Name: Andrew W. Hobson Title:

**Executive Vice President** 

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

### UNIVISION ATLANTA LLC

By: Univision of Atlanta Inc.,

its sole member

مرست y, Nomas

Name: Andrew W. Hobson

Title: Executive Vice President

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

### WUVC LICENSE PARTNERSHIP G.P.

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

D.

Name: Andrew W. Hobson

Title: Executive Vice President

By: Univision Television Group, Inc.,

its general partner

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

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

Bv:

Name: Andrew W. Hobson

Title: Executive Vice President

By: PTI Holdings, Inc., its general partner

By

Náme: 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 FIRST 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

By: On 5h

Name: Andrew W. Hobson

Title:

**Executive Vice President** 

### UNIVISION CLEVELAND LLC

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

res note internet

Nome: Andrew

Name: Andrew W. Hobson
Title: Executive Vice President

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

UNIVISION TEXAS STATIONS LLC

By:

Ray Rodriguez Manager

Title:

[SIGNATURE PAGE TO FIRST 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

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

### UNIVISION-EV HOLDINGS, LLC

By:

Name: Andrew W. Hobson

Title:

**Executive Vice President** 

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

By: Name:\_\_\_

David Maybew Managing Director Title:

Ву:\_\_ Name:

Title:\_\_\_

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

### Univision Radio, Inc.

Mark	Reg. No.	Reg. Date	App. No.	App. Date
K-Love (KTNQ/KLVE)			75/430,440	02-06-1998
L (Heart) Love (Stylized) (KOVE-Houston)			76/525,620	06-18-2003
KL(Heart shaped O)VE (Stylized) (KLWV San Diego)			76/525,621	06-18-2003
K-Love (HOUSTON)			76/525,622	06-18-2003
La Tremenda (Stylized) (WIND/WOJO)	1,524,843	02-14-1989	73/704,727	01-11-1988
Desayuna Musical (WAMR)	1,733,657	11-17-1992	74/097,189	09-14-1990
Puro Tejano (KGBT/KIWW)	1,825,500	03-08-1994	74/376,886	04-08-1993
Estamos Unidos (KLTN)	1,852,658	09-06-1994	74/302,533	08-10-1992
Amor (KLVE/KXTN/WAMR)	2,057,449	04-29-1997	75/122,033	06-19-1996
Romanticas (KTNQ/KNVE)	2,077,647	07-08-1997	75/156,342	08-27-1996
Tejano 107 FM (KXTN)	2,080,405	07-15-1997	75/091,782	04-22-1996
Que Benena! (KBNA 97.5 FM/El Paso)	2,080,564	07-22-1997	74/659,228	04-11-1995
Estereo Sol (Ksol/Kzol)	2,132,248	01-27-1998	75/211,582	12-11-1996
Puro Tejano (KGBT/KIWW)	2,159,887	05-26-1998	75/086,200	04-10-1996
Chicago al Dia (WIND)	2,261,789	07-20-1999	75/096,742	04-30-1996
Hispanic Broadcasting Corporation (Supplemental Reg.)	2,308,115	01-11-2000	75/662,199	03-17-1999
Yo Cuento	2,401,745	11-07-2000	75/746,601	07-09-1999
HBC	2,401,790	11-07-2000	75/762,051	07-27-1999
La Radio Que Habla (KTNQ/KLVE)	2,405,784	11-21-2000	75/762,050	07-27-1999
El Sol de la Bahia	2,434,719	03-13-2001	75/748,091	07-12-1999
7 a Las 7 (KSOL)	2,448,978	05-08-2001	75/898,896	01-14-2000
HBC Hispanic Broadcasting Corporation	2,495,810	10-09-2001	75/980,681	07-27-1999
HBC Hispanic Broadcasting Corporation & Design	2,535,677	02-05-2002	75/980,523	07-27-1999
Hispanic Broadcasting Corporation	2,543,848	03-05-2002	75/821,025	10-12-1999
Recuerdo (KRCD)	2,579,796	06-11-2002	76/013,332	03-30-2000
Pura Buenas	2,588,074	07-02-2002	76/252,351	05-04-2001
A Tu Ritmo (HBC Network)	2,595,349	07-16-2002	76/024,278	04-12-2000
KESS	2,637,959	10-22-2002	75/824,253	10-15-1999
HBC Hispanic Broadcasting Corporation	2,647,741	11-12-2002	75/762,052	07-27-1999
HBC Hispanic Broadcasting Corporation (Color Logo)	2,647,742	11-12-2002	75/762,053	07-27-1999
HBC Hispanic Broadcasting Corporation & (Color) Design	2,647,902	11-12-2002	75/980,806	07-27-1999
HBC Hispanic Broadcasting Corporation & Design	2,650,978	11-19-2002	75/762,054	07-27-1999
Latino Mix (105.9 FM/Phoenix)	2,721,712	06-03-2003	75/784,168	08-25-1999
La Jefa (KKRG)	2,769,321	09-30-2003	78/184,835	11-13-2002
¡Se Pega! (WQBA)	2,823,674	04-13-2004	76/384,682	03-20-2002
KSOL	2,853,134	06-15-2004	76/527,089	07-01-2003
Inolvidables al Mediodia (KLVE/Los Angeles)	2,918,525	01-18-2005	76/531,196	07-22-2003
El Garaje	2,963,961	06-28-2005	78/328,312	11-14-2003
Pensando en su Salud	2,970,861	07-19-2005	75/722,226	05-25-1999
107.7 FM la Invasora Mucha Mas Musica & Design (KINV)	2,995,560	09-13-2005	76/520,402	05-08-2003
El Consultorio dela Doctora Aliza	2,996,552	07-12-2005	78/331,529	11-21-2003
The Mo' in Da Mo'nin Show	3,017,258	11-22-2005	78/288,750	08-18-2003
CHON (KLNV-FM 106.5/San Diego)	3,056,151	01-31-2006	78/229,893	03-25-2003
Con Orgullo Mexicano	3,065,028	03-07-2006	78/327,627	11-13-2003
Aqui Suena la que Buena (105.1 Chicago)	3,152,447	10-10-2006	76/251,317	05-04-2001
La Nueva (KSCA)	3,223,570	04-03-2007	75/346,357	08-25-1997
Que Onda	3,412,617	04-15-2008	78/361,286	02-02-2004

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