

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545560

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LBI Media, Inc.		10/15/2019	Corporation: CALIFORNIA
Liberman Broadcasting of California LLC		10/15/2019	Limited Liability Company: CALIFORNIA
Liberman Television LLC		10/15/2019	Limited Liability Company: CALIFORNIA
KRCA Television LLC		10/15/2019	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	HPS Investment Partners, LLC
Street Address:	40 West 57th Street
Internal Address:	33rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	5357522	PEPE'S OFFICE
Registration Number:	3472972	EL NORTE
Registration Number:	4686216	LA ESTACION DE LA RAZA
Registration Number:	4686217	LA RAZA 98.5 Y 103.3 FM
Registration Number:	4686218	AQUI MANDA LA RAZA
Registration Number:	2730212	LA RANCHERA
Registration Number:	3464395	ALARMA TV
Registration Number:	5306743	ESTRELLATV
Registration Number:	2980520	BUSCANDO AMOR
Registration Number:	3288703	ESTUDIO 2
Registration Number:	4686219	LA RAZA TV
Registration Number:	2986929	JOSÉ LUIS SIN CENSURA
Registration Number:	3013690	SECRETOS

CH \$415.00 5357522

Property Type	Number	Word Mark
Registration Number:	3029912	GANA LA VERDE
Registration Number:	3056810	LOS ANGELES EN VIVO
Registration Number:	3066878	DIVORCIO USA

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: mpotts@paulweiss.com, lfranco@paulweiss.com, aspoto@paulweiss.com

Correspondent Name: Marissa A. Potts

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER: 19150-024

NAME OF SUBMITTER: Marissa Potts

SIGNATURE: /Marissa Potts/

DATE SIGNED: 10/17/2019

Total Attachments: 6

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NOTICE OF GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS NOTICE OF GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Notice"), dated as of October 15, 2019, is made by LBI Media, Inc., a California corporation, Liberman Broadcasting of California LLC, a California limited liability company, Liberman Television LLC, a California limited liability company, and KRCA Television LLC, a California limited liability company (each a "Grantor" and, collectively, the "Grantors"), and HPS Investment Partners, LLC, in its capacity as administrative agent (the "Administrative Agent") for the Secured Parties under and as defined in the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 15, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the guarantors party thereto (collectively, jointly and severally, the "Guarantors"), the lenders party thereto from time to time (the "Lenders") and the Administrative Agent, Lenders agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the Security Agreement dated as of October 15, 2019 in favor of the Administrative Agent (the "Security Agreement"), to guarantee the Guaranteed Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, each Grantor is party to the Security Agreement pursuant to which such Grantor is required to execute and deliver this Notice.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent to enter into the Credit Agreement, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- a. all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto, provided that no security interest shall be granted in any intent-to-use trademark application;
- b. all renewals and extensions of the foregoing;
- c. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- d. all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Grant of Security Interest in Copyright Collateral. Each Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Copyright Collateral"):

- a. all of its Copyrights, including, without limitation, those referred to on Schedule 2 hereto;
- b. all renewals and extensions of the foregoing; and
- c. all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 4. Security Agreement. The security interest granted in connection with this Notice is granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and Copyright Collateral made and granted hereby are fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


Section 5. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Copyrights.

Section 6. Counterparts. This Notice may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Notice and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Notice to be executed and delivered by its duly authorized officer as of the date first set forth above.

LBI MEDIA, INC.
LIBERMAN BROADCASTING OF CALIFORNIA
LLC
LIBERMAN TELEVISION LLC
KRCA TELEVISION LLC, as Grantors
By: 
Name: Brian Kei
Title: Chief Financial Officer

[Signature Page to Notice of Grant of Security Interest in Intellectual Property]

TRADEMARK
REEL: 006773 FRAME: 0472

ACCEPTED AND AGREED
as of the date first above written:

HPS INVESTMENT PARTNERS, LLC,
as Administrative Agent

By: 

Name: Colbert Cannon
Title: Managing Director

[Signature Page to Notice of Grant of Security Interest in Intellectual Property]

TRADEMARK
REEL: 006773 FRAME: 0473

SCHEDULE 1

Trademark Registrations

1. U.S. REGISTERED TRADEMARKS

Debtor	Mark	Registration No.
LBI Media, Inc.	PEPE'S OFFICE	5357522
Lieberman Broadcasting of California LLC	EL NORTE	3472972
Lieberman Broadcasting of California LLC	LA ESTACION DE LA RAZA	4686216
Lieberman Broadcasting of California LLC	LA RAZA 98.5 Y 103.3 FM	4686217
Lieberman Broadcasting of California LLC	AQUI MANDA LA RAZA	4686218
Lieberman Broadcasting of California LLC	LA RANCHERA	2730212
Lieberman Television LLC	ALARMA TV	3464395
Lieberman Television LLC	ESTRELLATV	5306743
KRCA Television LLC	BUSCANDO AMOR	2980520
KRCA Television LLC	ESTUDIO 2	3288703
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KRCA Television LLC	JOSE LUIS SIN CENSURA	2986929
KRCA Television LLC	SECRETOS	3013690
KRCA Television LLC	GANA LA VERDE	3029912
KRCA Television LLC	LOS ANGELES EN VIVO	3056810
KRCA Television LLC	DIVORCIO USA	3066878

SCHEDULE 2

Copyright Registrations

Debtor	Title	Registration No.
LBI Media, Inc.	A que no puedes = I bet you can't.	PAu003112933
KRCA Television LLC	A que no puedes (I bet you can't) : no. 1.	PA0001383676
LBI Media, Inc.	A que no puedes (I bet you can't) : no. 1.	PA0001383676