

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM626698

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

## CONVEYING PARTY DATA

| Name                              | Formerly | Execution Date | Entity Type           |
|-----------------------------------|----------|----------------|-----------------------|
| Spanish Broadcasting System, Inc. |          | 02/17/2021     | Corporation: DELAWARE |

## RECEIVING PARTY DATA

|                          |   |
|--------------------------|---|
| <b>Name:</b>             | Royal Bank of Canada, as Administrative Agent |
| <b>Street Address:</b>   | 20 King Street West                           |
| <b>Internal Address:</b> | 4th Floor                                     |
| <b>City:</b>             | Toronto                                       |
| <b>State/Country:</b>    | CANADA  |
| <b>Postal Code:</b>      | M5H 1C4                                       |
| <b>Entity Type:</b>      | Bank: CANADA                                  |

## PROPERTY NUMBERS Total: 57

| Property Type        | Number  | Word Mark                |
|----------------------|---------|--------------------------|
| Registration Number: | 4415000 | 97.9 LA RAZA             |
| Registration Number: | 4927973 | AIRE RADIO NETWORKS      |
| Registration Number: | 3389400 | CALIBASH                 |
| Registration Number: | 5713736 | CUBATONAZO               |
| Registration Number: | 4931099 | DESCARAO POR LA NOCHE    |
| Registration Number: | 6000135 |                          |
| Registration Number: | 2718999 |                          |
| Registration Number: | 5955174 | DIA NACIONAL DE LA BANDA |
| Registration Number: | 2694786 | DIA NACIONAL DE LA ZALSA |
| Registration Number: | 2853058 | E ESTEREO TEMPO          |
| Registration Number: | 4788806 | EL ARAÑAZO               |
| Registration Number: | 4784728 | EL CAÑONAZO              |
| Registration Number: | 6078580 | EL CIRCO                 |
| Registration Number: | 3454301 | EL CIRCO                 |
| Registration Number: | 3803463 | EL CIRCO DE LA MEGA      |
| Registration Number: | 3447346 | EL DESPELOTE             |
| Registration Number: | 3514003 | EL GOLDO Y LA PELUA      |
| Registration Number: | 2984863 | EL VACILON               |

TRADEMARK

| Property Type        | Number  | Word Mark                       |
|----------------------|---------|---------------------------------|
| Registration Number: | 2708927 | EL ZOL                          |
| Registration Number: | 3624049 | ESTA NOCHE TU NIGHT             |
| Registration Number: | 6172893 | GUAYA GUAYA                     |
| Registration Number: | 6172871 | INFORME 79                      |
| Registration Number: | 2251474 | LA LEY                          |
| Registration Number: | 2253602 | LA LEY 107.9                    |
| Registration Number: | 3296210 | LA MEGA SE PEGA                 |
| Registration Number: | 5993979 | LA MUSICA                       |
| Registration Number: | 4824804 | LA NUEVA I-95 FM                |
| Registration Number: | 3546334 | LAMUSICA                        |
| Registration Number: | 4415001 | LA RAZA                         |
| Registration Number: | 3560286 | LAMUSICA                        |
| Registration Number: | 5935748 | MEGA 106.9FM                    |
| Registration Number: | 4954945 | MEGA 96.3 FM                    |
| Registration Number: | 4715127 | MEGA 96.3 FM                    |
| Registration Number: | 3697749 | MEGA 97.9 FM                    |
| Registration Number: | 3697748 | MEGA 97.9 FM                    |
| Registration Number: | 5961563 | MEGA KIDS                       |
| Registration Number: | 3740647 | MEGAFILMS                       |
| Registration Number: | 3740648 | MEGAFILMS                       |
| Registration Number: | 4912903 | MEGATON                         |
| Registration Number: | 5855065 | MIAMIBASH                       |
| Registration Number: | 4953863 | PAPARAZZI SIN CENSURA           |
| Registration Number: | 4648190 | PAPARAZZI SIN CENSURA           |
| Registration Number: | 3490893 | PAPARAZZI TV                    |
| Registration Number: | 6195477 | PLANETAM                        |
| Registration Number: | 2719000 | SBS                             |
| Registration Number: | 2718998 | SBS                             |
| Registration Number: | 3369874 | SBS ENTERTAINMENT               |
| Registration Number: | 3908089 | SBS ENTERTAINMENT               |
| Registration Number: | 2718993 | SBS SPANISH BROADCASTING SYSTEM |
| Registration Number: | 2767487 | SEÑOR BOLERO                    |
| Registration Number: | 2871139 | SPANISH BROADCASTING SYSTEM     |
| Registration Number: | 2084891 | VACILON DE LA MANANA            |
| Registration Number: | 3137528 | VIVELO                          |
| Registration Number: | 3131583 | VIVELO CON                      |
| Registration Number: | 3325404 | Z 93                            |
| Registration Number: | 5961837 | DIGIDEA                         |

| Property Type  | Number   | Word Mark |
|----------------|----------|-----------|
| Serial Number: | 88721060 | MEGAFONO  |

**CORRESPONDENCE DATA**

**Fax Number:** 2127514864

*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.*

**Phone:** 2129061209

**Email:** JESSICA.BAJADA-SILVA@LW.COM

**Correspondent Name:** LATHAM & WATKINS LLP, C/O JESSICA BAJADA

**Address Line 1:** 885 Third Avenue

**Address Line 4:** New York, NEW YORK 10022

|                                |                          |
|--------------------------------|--------------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 045777-0133              |
| <b>NAME OF SUBMITTER:</b>      | Jessica Bajada-Silva     |
| <b>SIGNATURE:</b>              | /s/ Jessica Bajada-Silva |
| <b>DATE SIGNED:</b>            | 02/17/2021               |

**Total Attachments: 12**

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**GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of February 17, 2021, is made by (i) Spanish Broadcasting System, Inc., a Delaware corporation, and (ii) Mega Media Holdings, Inc., a Delaware Corporation, each located at 7007 N.W. 77<sup>th</sup> Avenue, Miami, Florida 33166 (each a “Grantor” and collectively, the “Grantors”), in favor of ROYAL BANK OF CANADA, as Administrative Agent (the “Administrative Agent”) for the Secured Parties under the Credit Agreement, dated as of February 17, 2021 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among Spanish Broadcasting System, Inc. (the “Borrower”), Royal Bank of Canada (the “Administrative Agent”) and the lenders and letter of credit issuers from time to time party thereto.

W I T N E S S E T H:

WHEREAS, the terms of the Credit Agreement require that the Grantors shall have entered into agreements in order to grant to the Administrative Agent for the benefit of the Secured Parties a security interest in the Collateral;

WHEREAS, in connection with the Credit Agreement, the Borrower and certain Subsidiaries have executed and delivered a Security Agreement, dated as of February 17, 2021, in favor of the Administrative Agent (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor granted to the Administrative Agent for the benefit of the Administrative Agent and the other Secured Parties a continuing security interest in all Intellectual Property Collateral, including the Trademarks; and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to the Administrative Agent, this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees, for the benefit of the Administrative Agent and the Secured Parties, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

Section 2. Grant of Security Interest. Each Grantor hereby grants a continuing security interest in such Grantor’s right, title and interest in and to the following Collateral, to the Administrative Agent for its benefit and the benefit of the Secured Parties to secure the due and punctual payment of the Secured Obligations:

all of such Grantor’s trademarks (including, without limitation, service marks), certification marks, collective marks, trade dress, logos, domain names, product configurations, trade names, business names, corporate names and other source identifiers,

whether or not registered, whether currently in use or not, including, without limitation, all common law rights and registrations and application for registration thereof, including, without limitation, the registrations and applications set forth in Schedule A hereto, and all other marks registered in the United States Patent and Trademark Office (the “PTO”) or in any office or agency of any state or territory of the United States or any foreign country (but excluding any applications for trademarks or service marks filed in the PTO pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to the PTO pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d), to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing therefrom under applicable United States law), and all rights therein provided by international treaties or conventions, all renewals of any of the foregoing, together in each case with the goodwill of the business associated therewith and symbolized thereby, all proceeds of the foregoing, including all income, royalties and other payments now or hereafter due and/or payable to such Grantor with respect thereto, any and all claims for damages and equitable relief for past, present and future infringement, dilution, or other violations thereof, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages or equitable relief, and all rights corresponding thereto throughout the world, and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the “Trademarks”).

Section 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Releases. The Liens and security interest created hereby may be released as provided in Section 18(a) of the Security Agreement.

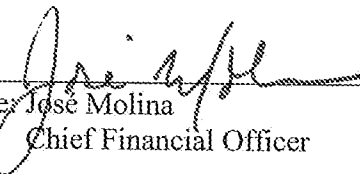
Section 6. Governing Law. THIS AGREEMENT AND ALL CLAIMS OR CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) THAT MAY BE BASED UPON, ARISE OUT OF OR RELATE IN ANY WAY HERETO OR THE NEGOTIATION, EXECUTION OR PERFORMANCE HEREOF OR THE TRANSACTIONS CONTEMPLATED HEREBY, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

Section 7. Counterparts. This Agreement and any amendment hereof may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall

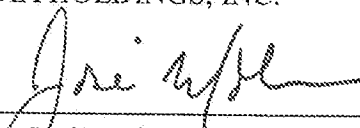
constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "execute", "signed," "signature," and words of like import in this Agreement or in any amendment or other modification hereof or any other document to be signed in connection with this Agreement, in each case, shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. The Administrative Agent may, in its discretion, require that any such documents and signatures executed electronically or delivered by fax or other electronic transmission be confirmed by a manually-signed original thereof; *provided* that the failure to request or deliver the same shall not limit the effectiveness of any document or signature executed electronically or delivered by fax or other electronic transmission.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SPANISH BROADCASTING SYSTEM, INC.

By:   
Name: José Molina  
Title: Chief Financial Officer

MEGA MEDIA HOLDINGS, INC.

By:   
Name: José Molina  
Title: Chief Financial Officer

*[Signature Page to Revolver Trademark Security Agreement]*

ROYAL BANK OF CANADA,  
as Administrative Agent

By:   
Name: **Helena Sadowski**  
Title: **Manager, Agency**  
Date:

[Signature Page to Revolver Trademark Security Agreement]






**SCHEDULE A**




**U.S. Trademark Registrations and Applications**




| <u>Grantor</u>               | <u>Title</u>  | <u>Filing Date/Issued Date</u> | <u>Status</u> | <u>Application/Registration No.</u> |
|------------------------------|---|--------------------------------|---------------|-------------------------------------|
| 1. Mega Media Holdings, Inc. | LO MEJOR DE RADIO EN MEGA TV<br> | 06/30/15                       | Registered    | 4,762,892                           |
| 2. Mega Media Holdings, Inc. | AHORA CON OSCAR HAZA<br>        | 01/13/15                       | Registered    | 4,670,221                           |
| 3. Mega Media Holdings, Inc. | LA MEGA SE PEGA   | 09/9/08                        | Registered    | 3,499,475                           |
| 4. Mega Media Holdings, Inc. | MEGA ESPECIALES<br>            | 01/6/15                        | Registered    | 4,666,097 <sup>1</sup>              |
| 5. Mega Media Holdings, Inc. | MEGA SPORTS<br>                | 04/28/15                       | Registered    | 4,726,253                           |
| 6. Mega Media Holdings, Inc. | MEGA TV   | 12/26/06                       | Registered    | 3,189,970                           |
| 7. Mega Media Holdings, Inc. | MEGA TV<br>                    | 09/4/07                        | Registered    | 3,288,663                           |

<sup>1</sup> NTD: The Company intends to abandon this registration.

|                                       |  |            |            |           |
|---------------------------------------|--|------------|------------|-----------|
| 8. Spanish Broadcasting System, Inc.  | 97.9 La Raza   | 10/8/13    | Registered | 4,415,000 |
| 9. Spanish Broadcasting System, Inc.  | AIRE RADIO NETWORKS<br> | 03/29/16   | Registered | 4,927,973 |
| 10. Spanish Broadcasting System, Inc. | CALIBASH   | 02/26/2008 | Registered | 3,389,400 |
| 11. Spanish Broadcasting System, Inc. | CUBATONAZO   | 04/2/19    | Registered | 5,713,736 |
| 12. Spanish Broadcasting System, Inc. | DESCARAO POR LA NOCHE  | 04/05/16   | Registered | 4,931,099 |
| 13. Spanish Broadcasting System, Inc. |                       | 03/03/20   | Registered | 6,000,135 |
| 14. Spanish Broadcasting System, Inc. |                       | 05/30/02   | Registered | 2,718,999 |
| 15. Spanish Broadcasting System, Inc. | DIA NACIONAL DE LA BANDA   | 01/7/20    | Registered | 5,955,174 |

|                                       |  |            |            |           |
|---------------------------------------|--|------------|------------|-----------|
| 16. Spanish Broadcasting System, Inc. | DIA NACIONAL DE LA ZALSA   | 03/11/03   | Registered | 2,694,786 |
| 17. Spanish Broadcasting System, Inc. | E ESTEREO TEMPO<br> | 06/15/04   | Registered | 2,853,058 |
| 18. Spanish Broadcasting System, Inc. | EL ARAÑAZO<br>      | 08/11/15   | Registered | 4,788,806 |
| 19. Spanish Broadcasting System, Inc. | EL CAÑONAZO  | 08/04/15   | Registered | 4,784,728 |
| 20. Spanish Broadcasting System, Inc. | EL CIRCO   | 06/16/2020 | Registered | 6,078,580 |
| 21. Spanish Broadcasting System, Inc. | EL CIRCO   | 06/24/08   | Registered | 3,454,301 |
| 22. Spanish Broadcasting System, Inc. | EL CIRCO DE LA MEGA  | 06/15/10   | Registered | 3,803,463 |
| 23. Spanish Broadcasting System, Inc. | EL DESPELOTE   | 06/17/08   | Registered | 3,447,346 |
| 24. Spanish Broadcasting System, Inc. | EL GOLDO Y LA PELUA  | 10/7/08    | Registered | 3,514,003 |
| 25. Spanish Broadcasting System, Inc. | EL VACILON   | 08/16/05   | Registered | 2,974,863 |
| 26. Spanish Broadcasting System, Inc. | EL ZOL<br>        | 04/22/03   | Registered | 2,708,927 |


|                                       |   |            |                       |            |
|---------------------------------------|---|------------|-----------------------|------------|
| 27. Spanish Broadcasting System, Inc. | ESTA NOCHE TU NIGHT   | 05/19/09   | Registered            | 3,624,049  |
| 28. Spanish Broadcasting System, Inc. | GUAYA GUAYA   | 10/13/2020 | Registered            | 6,172,893  |
| 29. Spanish Broadcasting System, Inc. | INFORME 79<br>         | 10/13/2020 | Registered            | 6,172,871  |
| 30. Spanish Broadcasting System, Inc. | IT HAPPENS HERE   | 04/11/19   | Pending<br><u>ITU</u> | 88,381,989 |
| 31. Spanish Broadcasting System, Inc. | LA LEY  | 06/8/99    | Registered            | 2,251,474  |
| 32. Spanish Broadcasting System, Inc. | LA LEY 107.9  | 06/15/99   | Registered            | 2,253,602  |
| 33. Spanish Broadcasting System, Inc. | LA MEGA SE PEGA   | 09/25/07   | Registered            | 3,296,210  |
| 34. Spanish Broadcasting System, Inc. | LA MUSICA<br>        | 02/25/20   | Registered            | 5,993,979  |
| 35. Spanish Broadcasting System, Inc. | LA NUEVA I-95 FM<br> | 10/6/15    | Registered            | 4,824,804  |
| 36. Spanish Broadcasting System, Inc. | LAMUSICA  | 12/16/08   | Registered            | 3,546,334  |
| 37. Spanish Broadcasting System, Inc. | LA RAZA   | 10/08/2013 | Registered            | 4,415,001  |

|                                       |   |          |            |            |
|---------------------------------------|---|----------|------------|------------|
|                                       |   |          |            |            |
| 38. Spanish Broadcasting System, Inc. | <b>LAMUSICA</b>   | 01/13/09 | Registered | 3,560,286  |
| 39. Spanish Broadcasting System, Inc. | MEGA 106.9FM  | 12/17/19 | Registered | 5,935,748  |
| 40. Spanish Broadcasting System, Inc. | MEGA 96.3 FM  | 05/10/16 | Registered | 4,954,945  |
| 41. Spanish Broadcasting System, Inc. | MEGA 96.3 FM<br>   | 05/7/15  | Registered | 4,715,127  |
| 42. Spanish Broadcasting System, Inc. | MEGA 97.9 FM  | 10/20/09 | Registered | 3,697,749  |
| 43. Spanish Broadcasting System, Inc. | MEGA 97.9 FM<br> | 10/20/09 | Registered | 3,697,748  |
| 44. Spanish Broadcasting System, Inc. | MEGA KIDS   | 01/14/20 | Registered | 5,961,563  |
| 45. Spanish Broadcasting System, Inc. | MEGAFILMS   | 04/16/16 | Registered | 3,740,647  |
| 46. Spanish Broadcasting System, Inc. | MEGAFILMS<br>    | 04/16/16 | Registered | 3,740,648  |
| 47. Spanish Broadcasting System, Inc. | MEGAFONO  | 12/10/19 | Suspended  | 88,721,060 |
| 48. Spanish Broadcasting System, Inc. | MEGATON   | 03/8/16  | Registered | 4,912,903  |
| 49. Spanish Broadcasting System, Inc. | MIAMIBASH   | 09/10/19 | Registered | 5,855,065  |

|                                       |  |            |                   |                        |
|---------------------------------------|--|------------|-------------------|------------------------|
| 50. Spanish Broadcasting System, Inc. | PAPARAZZI SIN CENSURA  | 05/10/16 – | Registered        | 4,953,863              |
| 51. Spanish Broadcasting System, Inc. | PAPARAZZI SIN CENSURA<br>             | 12/2/14    | Registered        | 4,648,190 <sup>2</sup> |
| 52. Spanish Broadcasting System, Inc. | PAPARAZZI TV   | 08/26/08   | Registered        | 3,490,893              |
| 53. Spanish Broadcasting System, Inc. | PLANETAM   | 11/10/2020 | Registered        | 6,195,477              |
| 54. Spanish Broadcasting System, Inc. | SBS  | 05/27/03   | Registered        | 2,719,000              |
| 55. Spanish Broadcasting System, Inc. | SBS (Stylized)<br>                   | 05/27/03   | Registered        | 2,718,998              |
| 56. Spanish Broadcasting System, Inc. | SBS ENTERTAINMENT  | 01/15/08   | Registered        | 3,369,874              |
| 57. Spanish Broadcasting System, Inc. | SBS ENTERTAINMENT<br>               | 03/21/17   | <b>Registered</b> | 3,908,089 <sup>3</sup> |
| 58. Spanish Broadcasting System, Inc. | SBS SPANISH BROADCASTING SYSTEM<br> | 05/27/03   | Registered        | 2,718,993              |

<sup>2</sup> NTD: The Company intends to abandon this registration.

<sup>3</sup> NTD: The Company intends to abandon this registration.

|                                       |  |            |            |           |
|---------------------------------------|--|------------|------------|-----------|
| 59. Spanish Broadcasting System, Inc. | SENIOR BOLERO  | 09/23/03   | Registered | 2,767,487 |
| 60. Spanish Broadcasting System, Inc. | SPANISH BROADCASTING SYSTEM  | 08/10/04   | Registered | 2,871,139 |
| 61. Spanish Broadcasting System, Inc. | VACILION DE LA MANANA (Stylized)<br><br>VACILION DE LA MAÑANA                                  | 07/29/97   | Registered | 2,084,891 |
| 62. Spanish Broadcasting System, Inc. | VIVELO   | 9/5/2006   | Registered | 3,137,528 |
| 63. Spanish Broadcasting System, Inc. | VIVELO CON   | 08/22/06   | Registered | 3,131,583 |
| 64. Spanish Broadcasting System, Inc. | Z 93<br><br> | 10/30/07   | Registered | 3,325,404 |
| 65. Spanish Broadcasting System, Inc. | DIGIDEA  | 01/14/2020 | Registered | 5,961,837 |