

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WAPA AMERICA, INC.		03/31/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of Nova Scotia, as Administrative Agent		
Street Address:	720 King Street West, 2nd Floor		
Internal Address:	c/o GWS Loan Operations		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5V 2T3		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3106031	WAPA AMERICA	
Registration Number:	3108724	WAPA-AMERICA	
CORRESPONDENCE DATA			
Fax Number:	(302)636-5454		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company-J. Paterson		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	745965-5		
DOMESTIC REPRESENTATIVE			
Name:			

CH \$65.00 3106031

900189436

TRADEMARK
REEL: 004522 FRAME: 0899

Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Jean Paterson

Signature:

/jep/

Date:

04/15/2011

Total Attachments: 8

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TO BE RECORDED WITH U.S.
PATENT AND TRADEMARK OFFICE

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is made as of March 31, 2011, by WAPA AMERICA, INC., a Delaware corporation ("**Debtor**"), to and with THE BANK OF NOVA SCOTIA, as administrative agent (in such capacity, "**Administrative Agent**") for the benefit of itself and the financial institutions and other Persons which are now or hereafter become Secured Parties under, or as defined in, the General Security Agreement referred to below ("**Secured Parties**").

RECITALS

A. Debtor has executed and delivered to Administrative Agent a certain Security Agreement of even date herewith, as the same may be amended, renewed, restated or extended from time to time (the "**General Security Agreement**") by and between Administrative Agent, on behalf of the Secured Parties, Debtor, InterMedia Espanol, Inc., a Delaware corporation, Televiscentro of Puerto Rico, LLC, a Delaware limited liability company, and InterMedia Espanol Holdings, LLC, a Delaware limited liability company.

B. Debtor has agreed to enter into this Agreement in furtherance of the rights granted to Administrative Agent, on behalf of Secured Parties, under the General Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, Debtor hereby agrees as follows:

1. **Security Interest.** Debtor hereby grants to Administrative Agent, for the benefit of, and on behalf of, Secured Parties, a continuing security interest in all registered trademarks, service marks and trade names, and all applications therefor, now or hereafter owned by Debtor, whether registered or unregistered, including, but not limited to, those trademarks of Debtor listed on **Schedule A** attached hereto and made a part hereof (collectively, the "**Trademarks**"), together with all licenses relating thereto, all reissues, continuations or extensions of the foregoing, and the goodwill of the business associated with and symbolized by such Trademarks (excluding any U.S. trademark applications filed on the basis of an intent to use mark until the filing of a statement of use or amendment to allege use with respect thereto) (collectively, the "**Collateral**"), as security for the Secured Obligations (as defined in the General Security Agreement). Debtor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the Trademarks.

2. **Representations and Warranties.** Debtor represents and warrants that:

2.1 **Schedule A** sets forth as of the date hereof all United States trademark registrations and applications owned by Debtor.

2.2 As of the date hereof, the Collateral set forth on **Schedule A** is subsisting and has not been adjudged invalid or unenforceable.

2.3 Debtor has the full power and authority to enter into this Agreement and perform its terms.

2.4 Debtor has used proper statutory notice in connection with its use of the Collateral to the extent commercially practicable and customary within the relevant industry.

3. **Covenants.** Debtor covenants and agrees as follows:

3.1 If Debtor shall purchase, register or otherwise acquire rights to any new registrable or registered trademark, the provisions of Section 1 shall automatically apply thereto and at least quarterly Debtor shall give to Administrative Agent written notice thereof, and shall execute an amendment to Schedule A including such registrations and applications and shall take any other action reasonably necessary to record Administrative Agent's and Secured Parties' interest in such trademarks with the U.S. Commissioner of Patents and Trademarks.

3.2 Debtor will continue to use proper statutory notice in connection with its registration of any of the Collateral to the extent commercially practicable and customary within the relevant industry.

3.3 Debtor shall execute, or use its reasonable efforts at its reasonable expense to cause to be executed, such further documents as may be reasonably requested by Administrative Agent in order to effectuate fully the grant of security interest set forth in Section 1 hereof.

4. **Remedies.** After the occurrence and during the continuance of any Event of Default (as defined in the General Security Agreement), Administrative Agent may declare all Secured Obligations secured hereby immediately due and payable and shall have the remedies set forth in the General Security Agreement and the remedies of a secured party under the Uniform Commercial Code.

5. **Attorney-in-Fact.** Debtor hereby appoints Administrative Agent, as Debtor's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence of any Event of Default, to execute and deliver, in the name of and on behalf of Debtor, and to cause the recording of all such further assignments and other instruments as Administrative Agent deem necessary in order to protect its interest in the Collateral. Debtor agrees that all third parties may conclusively rely on any such further assignment or other instrument so executed, delivered and recorded by Administrative Agent (or Administrative Agent's designee in accordance with the terms hereof) and on the statements made therein.

6. **General.**

6.1 No course of dealing between Debtor and Administrative Agent, nor any failure to exercise, nor any delay in exercising on the part of Administrative Agent, any right, power or privilege hereunder or under the Loan Agreement (as defined in the General Security Agreement) shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any right, power or privilege. No waiver by Administrative Agent of any default shall operate as a waiver of any other default or of the same default on a future occasion.

6.2 All of Administrative Agent's rights and remedies with respect to the Collateral, whether established hereby or by the General Security Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. This Agreement is in addition to, and is not limited by nor in limitation of, the provisions of the General Security Agreement or any other security agreement or other agreement now or hereafter existing between Debtor and Administrative Agent.

6.3 If any clause or provision of this Agreement shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

6.4 This Agreement is subject to modification only by a writing signed by the parties, except as otherwise provided in Section 3.1 hereof.

6.5 The benefits and obligations of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties.

6.6 The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New York (including Sections 5-1401 and 5-1402 of the General Obligations Law thereof).

7. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[Signature Pages to Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

WAPA AMERICA, INC

By: CDF
Name: CRAIG D. FISCHER
Title:

STATE OF NEW YORK)
COUNTY OF NEW YORK)

In NEW YORK on this 31st day of March, 2011, before me personally appeared Craig Fischer, the Vice President of WAPA America, Inc., to me known and known by me to be the person executing the foregoing instrument and he/her acknowledged said instrument by him/her executed to be his/her free act and deed in said capacity and the free act and deed of said limited liability company.

DEVERY A. DOLEMAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DO6217993
Qualified in Kings County
My Commission Expires February 22, 2014

[Signature]
Notary Public
Print Name: DEVERY A. DOLEMAN
My Commission expires: 2/22 2/22/14

Trademark Security Agreement

0087512-0000019 NY:11243893

TRADEMARK
REEL: 004522 FRAME: 0904

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By: Mark Vigil
Print Name: MARK VIGIL
Title: MANAGING DIRECTOR

STATE OF New York
COUNTY OF New York

In New York on this 31 day of March, 2011, before me personally appeared Mark Vigil, the Managing Director of The Bank of Nova Scotia, to me known and known by me to be the person executing the foregoing instrument and he/her acknowledged said instrument by him/her executed to be his/her free act and deed in said capacity and the free act and deed of said limited liability company.

Maribel Rodriguez
Notary Public
Print Name: _____
My Commission expires: _____

MARIBEL RODRIGUEZ
Notary Public, State of New York
No. 01RO6184007
Qualified in Kings County
Certificate Filed in New York County
Commission Expires: 3/24/12

Trademark Security Agreement

0087512-0000019 NY:11243893

TRADEMARK
REEL: 004522 FRAME: 0905

Schedule A

Trademarks

U.S. Trademarks					
Serial No.	Filed	Reg. No.	Issued	Goods/Services	Current Owner/ Status
78/473,361	8/25/04	3,106,031	6/20/06	Television broadcasting and transmission services; cable television and broadcasting services; satellite transmission services; audio and video broadcasting and transmission via the Internet; and providing on-line chatrooms for the transmission of messages among computer users in the fields of news, entertainment, sports, health, and weather; Television programming services; entertainment services, namely, ongoing television programs in the fields of news, entertainment, sports, health and weather; and providing information in the fields of news, entertainment, and sports via a global computer network	WAPA America, Inc. Registered
78/473,358	8/25/04	3,108,724	6/27/06	Television broadcasting and transmission services; cable television and broadcasting services; satellite transmission services; audio and video broadcasting and transmission via the Internet; and providing on-line chat rooms for the transmission of messages among computer users in the fields of news, entertainment, sports, health, and weather; Television programming services; entertainment services, namely, ongoing television programs in the fields of news, entertainment, sports, health and weather; and providing information in the fields of news, entertainment, and sports via a global computer network	WAPA America, Inc. Registered