TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Televicentro of Puerto Rico, LLC		07/30/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch, as Collateral Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Banking Corporation: GERMANY

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4338790	NOTICENTRO
Registration Number:	4353229	WAPA
Registration Number:	4349504	PEGATE AL MEDIODIA
Registration Number:	4212880	WAPA
Serial Number:	85846502	GANA DINERO AL INSTANTE
Serial Number:	85795620	NOTICENTRO
Serial Number:	85755177	NOTICENTRO
Serial Number:	85743861	WAPA AMERICA
Serial Number:	85741083	X SUPER XCLUSIVO
Serial Number:	85829124	LO SÉ TODO

OP $265.00 4338790

CORRESPONDENCE DATA

Fax Number: 2123548113

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone:	(212) 819-8200
Email:	iprecordations@whitecase.com
Correspondent Name:	Matthew Campion/White & Case LLP
Address Line 1:	1155 Avenue of the Americas
Address Line 2:	Patent & Trademark Dept.
Address Line 4:	New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1111779-5980
NAME OF SUBMITTER:	Matthew Campion
Signature:	/Matthew Campion/
Date:	07/30/2013

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement") dated July 30, 2013, is made by TELEVICENTRO OF PUERTO RICO, LLC, a Delaware limited liability company (the "Grantor") with principal offices at Luis Vigoreaux Avenue, State Road 19 KM 0.5, Guaynabo, Puerto Rico 00966, in favor of Deutsche Bank AG New York Branch, as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement, dated as of July 30, 2013 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by and among HEMISPHERE MEDIA HOLDINGS, LLC, a Delaware limited liability company (the "Lead Borrower"), INTERMEDIA ESPAÑOL, INC., a Delaware corporation ("WAPA PR" and, together with the Lead Borrower, the "Borrowers"), HMTV, LLC, a Delaware limited liability corporation ("Holdings"), the Lenders party thereto from time to time and Deutsche Bank AG New York Branch, as Administrative Agent and Collateral Agent, (ii) each Secured Hedging Agreement, and (iii) each agreement relating to Cash Management Services. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement, the Hedging Banks have agreed to enter into and/or maintain one or more Secured Hedging Agreements and the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedging Agreements or agreements relating to Cash Management Services, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedging Banks to enter into and/or maintain such Secured Hedging Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Cash Management Services, the Grantor has executed and delivered that certain Security Agreement dated July 30, 2013, made by the Grantor to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

Whereas, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. The Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under the trademark registrations and trademark applications (the "Trademarks"), including the Trademarks set forth on Schedule A attached hereto , (ii) all Proceeds (as such term is defined in the UCC as in effect in the State of New York) and products of the Trademarks, (iii) the goodwill of the businesses with which the Trademarks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same. In no event shall any security interest be granted in any "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein).

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by the Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. The Grantor authorizes and requests that the United States Patent and Trademark Office record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST), BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

TELEVICENTRO OF PUERTO RICO, LLC,
Grantor

By: _____
Name: Craig D. Fischer
Title: Vice President

Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent and Grantee

By: _____
Name: Anca Trifan
Title: Managing Director

By: _____
Name:
Title: Michael Winters
Vice President

Signature Page to Trademark Security Agreement

SCHEDULE A

Mark	Owner	Application Number	Application Date	Registration Number	Registration Date
GANA DINERO AL INSTANTE	Televicentro of Puerto Rico, LLC	85846502	02/11/2013		
NOTICENTRO	Televicentro of Puerto Rico, LLC	85795620	12/05/2012		
NOTICENTRO	Televicentro of Puerto Rico, LLC	85755177	10/16/2012		
NOTICENTRO	Televicentro of Puerto Rico, LLC	85755256	10/16/2012	4338790	05/21/2013
WAPA AMERICA	Televicentro of Puerto Rico, LLC	85743861	10/02/2012		
WAPA	Televicentro of Puerto Rico, LLC	85743689	10/02/2012	4353229	06/18/2013
PEGATE AL MEDIODIA	Televicentro of Puerto Rico, LLC	85741565	09/28/2012	4349504	06/11/2013
X SUPER XCLUSIVO	Televicentro of Puerto Rico, LLC	85741083	09/28/2012		
WAPA	Televicentro of Puerto Rico, LLC	85460401	10/31/2011	4212880	09/25/2012
LO SÉ TODO	Televicentro of Puerto Rico, LLC	85829124	01/22/2013		