

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300147

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pasiones TV, LLC		04/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	HMTV Pasiones US, LLC		
Street Address:	2000 Ponce de Leon Boulevard		
Internal Address:	Suite 500		
City:	Coral Gables		
State/Country:	FLORIDA		
Postal Code:	33134		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4293796	PASI NES	
Registration Number:	3670099	PASIONES	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	mmakover@paulweiss.com, dewilliams@paulweiss.com		
Correspondent Name:	Matthew S. Makover		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	20476-004		
NAME OF SUBMITTER:	Matthew S. Makover		
SIGNATURE:	/Matthew S. Makover/		
DATE SIGNED:	04/02/2014		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") dated and effective as of April 1, 2014, is made by and between Pasionos TV, LLC, a Delaware limited liability company having its principal place of business at 7291 NW 74th Street, Miami, FL 33166 (the "Assignor") and HMTV Pasionos US, LLC, a Delaware limited liability company (the "Assignee") having a principal place of business at 2000 Ponce de Leon Boulevard, Suite 500, Coral Gables, FL 33134.

WITNESSETH:

WHEREAS, an Affiliate of the Assignor, Media World, LLC, a Florida limited liability company (the "Seller"), and Hemisphere Media Holdings, LLC, an Affiliate of the Assignee (the "Buyer") entered into that certain Asset Purchase Agreement, dated as of January 22, 2014 (the "APA");

WHEREAS, pursuant to Section 11.4 of the APA, the Buyer has the right to assign any or all of its rights and interests under the APA to an Affiliate provided that the Buyer remain responsible for the performance of the Affiliate's obligations under the APA;

WHEREAS, pursuant to the APA, the Assignee shall purchase and accept and the Assignor shall transfer and assign to the Assignee all of the Assignor's right, title and interest in, to and under all of the Assignor's trademarks, and any registrations thereof or applications therefor, listed in Schedule A hereto and including all goodwill associated therewith (the "Trademarks"); and

WHEREAS, all capitalized terms used, but not defined in this Agreement, shall have the same meanings as are given to such terms in the APA.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the APA and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1.1 Assignment. The Assignor hereby sells, transfers, conveys, assigns and delivers to the Assignee, and the Assignee hereby purchases and accepts from the Assignor, all of the Assignor's right, title and interest in and to the Trademarks, including, but not limited to, the goodwill associated therewith and the exclusive rights to (a) bring actions, defend against or otherwise recover for infringements, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements of the Trademarks, (b) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof, and (c) any other rights of any kind whatsoever of the Assignor accruing thereunder as of the date hereof.

Section 1.2 Acknowledgement. The Assignor hereby acknowledges and agrees that from and after the date hereof, as between the parties, the Assignee shall be the exclusive owner of the Trademarks.

Section 1.3 Cooperation. This Assignment has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the appropriate government entity. At the Assignee's sole cost and expense, the Assignor shall execute and deliver such other documents and take all other actions which the Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment and to perfect the Assignee's right, title and interest in and to the Trademarks, including, without limitation, its recordation in relevant state and national trademark offices.

Section 1.4 EXCLUSION OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THE APA, THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THIS ASSIGNMENT OR THE SUBJECT MATTER HEREOF, AND ANY REPRESENTATIONS OR WARRANTIES RELATING TO THIS ASSIGNMENT OR THE SUBJECT MATTER HEREOF ARE HEREBY DISCLAIMED.

Section 1.5 General Provisions. This Assignment, the Transaction Documents and the APA constitute the entire understanding and agreement of the parties hereto or any of their respective Affiliates with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. Nothing contained in this Assignment supersedes, alters or modifies any of the obligations, agreements, covenants or warranties of the parties hereto or the Buyer, the Seller or any of their respective Affiliates under the APA (all of which survive the execution and delivery of this Assignment as provided and subject to the limitations set forth in the APA). In the event of any conflict between the terms of this Assignment and the terms of the APA or any of the Transaction Documents, the terms of the APA or such Transaction Document, respectively, shall control. This Assignment shall not be interpreted to broaden the scope of the Assignee's rights with respect to the Trademarks beyond those rights provided in the APA. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

Section 1.6 Governing Law. THIS AGREEMENT SHALL BE GOVERNED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY PROVISIONS RELATING TO CONFLICTS OF LAWS.

Section 1.7 Venue. The parties hereby agree that all Legal Actions (whether in contract or tort) arising out of or relating to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall, unless otherwise agreed, be litigated only in, and the parties hereto hereby agree and consent to be subject to the jurisdiction of, the courts of the United States located in Delaware and in the absence of such federal jurisdiction, the parties consent to be subject to the jurisdiction of the courts of the State of Delaware. The parties hereto irrevocably waive the defense of an inconvenient forum to the maintenance of any such Legal Action. Each of the parties hereto further irrevocably consents to the service of process out of

any of the aforementioned courts in any such Legal Action by the mailing of copies thereof by registered mail, postage prepaid, to such party at its address set forth in this Agreement, such service of process to be effective upon acknowledgment or rejection of receipt of such registered mail. Nothing in this Section 1.7 shall affect the right of any party hereto to serve legal process in any other manner permitted by law. The consents to jurisdiction set forth in this Section 1.7 shall not constitute general consents to service of process in the State of Delaware and shall have no effect for any purpose except as provided in this Section 1.7.

Section 1.8 Waiver of Jury Trial. Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any Legal Action directly or indirectly arising out of or relating to this Agreement or the transactions contemplated by this Agreement. Each party certifies and acknowledges that (a) no Representative of any other party has represented, expressly or otherwise, that such other party would not seek to enforce the foregoing waiver in the event of a Legal Action, (b) such party has considered and understands the implications of this waiver, (c) such party makes this waiver voluntarily and (d) such party has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 1.8.

Section 1.9 Counterparts. This Assignment may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

PASIONES TV, LLC

By:


Name: Roger Huguet

Title: Authorized Signatory

[Signature Page to Trademark Assignment Agreement (Pasiones)]


HMTV PASIONES US, LLC

By:



Name: Alan J. Sokol
Title: President

Trademarks

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner
 PASIONES	US Federal	77355795 December 19, 2007	4293796 February 26, 2013	38, 41	Pasioness TV, LLC
PASIONES	US Federal	77319666 November 2, 2007	3670099 August 18, 2009	38	Pasioness TV, LLC