

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

05/28/2014
 900290446

ETAS ID: TM305833

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HMTV Pasiones US, LLC		05/15/2014	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:	BANK: NEW YORK

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4293796	PASI NES
Registration Number:	3670099	PASIONES

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: 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:	20476-003
NAME OF SUBMITTER:	Matthew S. Makover
SIGNATURE:	/Matthew S. Makover/
DATE SIGNED:	05/28/2014

Total Attachments: 6

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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 May 15, 2014, is made by HMTV Pasiones US, LLC, a Delaware limited liability company (the “Grantor”) with principal offices at 2000 Ponce de Leon Blvd., Suite 500, Coral Gables, FL 33134, 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.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the 15 day of May, 2014.

HMTV PASIONES US, LLC, Grantor

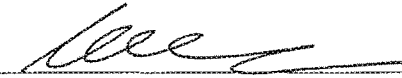
By: CDF
Name: Craig D. Fischer
Title: Vice President

Signature Page – Hemisphere – Trademark Security Agreement of HMTV Pasioness US, LLC

TRADEMARK
REEL: 005292 FRAME: 0155

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the 15 day of May, 2014.

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


By: 

Name: **Anca Trifan**
Title: **Managing Director**

By: 

Name: **Peter Cucchiara**
Title: **Vice President**

SCHEDULE A

Trademark	Application No.	Application Date	Registration No.	Registration Date
	77355795	December 19, 2007	4293796	February 26, 2013
PASIONES	77319666	November 2, 2007	3670099	August 18, 2009