

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM368505

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GFR Media, LLC		12/30/2015	LIMITED LIABILITY COMPANY: PUERTO RICO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Firstbank Puerto Rico		
<b>Street Address:</b>	1519 Ponce de León, Stop 23		
<b>City:</b>	San Juan		
<b>State/Country:</b>	PUERTO RICO		
<b>Postal Code:</b>	00908-0146		
<b>Entity Type:</b>	CORPORATION: PUERTO RICO		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85277098	UN GRAN PERIODICO	
<b>Serial Number:</b>	85135750	SAL!	
<b>Serial Number:</b>	85731944	ÍN DICE	
<b>Serial Number:</b>	76337925	EL NUEVO DIA	
<b>Serial Number:</b>	86798871	GFR MEDIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>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.</i>			
<b>Phone:</b>	787.250.5613		
<b>Email:</b>	hr@mcvpr.com		
<b>Correspondent Name:</b>	Salvador Casellas Toro		
<b>Address Line 1:</b>	270 Muñoz Rivera, 9th Floor		
<b>Address Line 4:</b>	Hato Rey, PUERTO RICO 00918		
<b>NAME OF SUBMITTER:</b>	Salvador Casellas Toro		
<b>SIGNATURE:</b>	/Salvador Casellas Toro/		
<b>DATE SIGNED:</b>	01/08/2016		
<b>Total Attachments: 5</b>			
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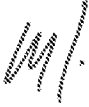
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated December 30, 2015, is made by GFR MEDIA, LLC, a limited liability company organized under the laws of the Commonwealth of Puerto Rico (the "Grantor"), in favor of Firstbank Puerto Rico ("Firstbank"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below) (the Lenders, together with Firstbank, collectively hereinafter referred to as the "Lenders").

WITNESSETH:

 WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the Lenders from time to time party thereto, and Firstbank, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

 WHEREAS, the Grantor is party to the Credit Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Grantor, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Lenders, and grants

to the Administrative Agent, for the benefit of the Lenders, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

SECTION 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the Commonwealth of Puerto Rico.

*[Signature page follows]*

A handwritten signature in black ink, appearing to be a stylized name, possibly 'M. J.', written vertically on the left side of the page.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above

GFR MEDIA, LLC

By: [Signature]  
Name: Mario José Medina Vissepó  
Title: Authorized Representative

Affidavit No. 4027

Acknowledged and subscribed before me in San Juan, Puerto Rico, on this 30<sup>th</sup> day of December, 2015 by the following person who is personally known to me: Mario José Medina Vissepó, of legal age, married, executive and resident of Guaynabo, Puerto Rico, as Authorized Representative of GFR Media



ACCEPTED AND AGREED to as of the first day above indicated:

FIRSTBANK PUERTO RICO  
as Administrative Agent

By: [Signature]  
Name: Miguel Ángel Santín Cintrón  
Title: Vice President



SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS  
(UNITED STATES)

TRADEMARK	FILING DATE	REG. DATE	SERIAL NO.	EXPIRATION DATE
EL NUEVO DIA	11/14/2001	2/4/2003	76337925	February 4, 2023
UN GRAN PERIODICO	3/25/2011	4/10/2012	85277098	April 10, 2022
SAL!	9/22/2010	9/6/2011	85135750	Sept. 26, 2021
IN DICE	9/19/2012	10/1/2013	85731944	October 1, 2023
GFR MEDIA	10/26/2015	Pending	86798871	Pending
ENDI	10/26/2015	Pending	86798863	Pending

*W/P*

*B*