

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408286

| | | | |
|--|---|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Gizmodo Media Group, LLC | | 12/05/2016 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Deutsche Bank AG New York Branch, as Collateral Agent | | |
| Street Address: | 60 Wall Street | | |
| Internal Address: | (MS NYC60-0208) | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10005 | | |
| Entity Type: | Corporation: GERMANY | | |
| PROPERTY NUMBERS Total: 14 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3805741 | IO9 | |
| Registration Number: | 3597171 | JEZEBEL | |
| Registration Number: | 3177176 | SPLOID | |
| Registration Number: | 3187369 | DEADSPIN | |
| Registration Number: | 3274709 | LIFEHACKER | |
| Registration Number: | 3274695 | KOTAKU | |
| Registration Number: | 3285856 | JALOPNIK | |
| Registration Number: | 3282718 | VALLEYWAG | |
| Registration Number: | 3231927 | DEFAMER | |
| Registration Number: | 3119691 | DEFAMER. | |
| Registration Number: | 3119693 | KOTAKU | |
| Registration Number: | 3123017 | LIFEHACKER | |
| Registration Number: | 3074351 | KINJA | |
| Registration Number: | 2877598 | GIZMODO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2149813400 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i> | | | |

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 2021 McKinney Ave., Suite 2000
Address Line 4: Dallas, TEXAS 75201

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|--------------------------------|-------------|
| ATTORNEY DOCKET NUMBER: | 59035-30040 |
|--------------------------------|-------------|

| | |
|---------------------------|-------------|
| NAME OF SUBMITTER: | Dusan Clark |
|---------------------------|-------------|

| | |
|-------------------|---------------|
| SIGNATURE: | /Dusan Clark/ |
|-------------------|---------------|

| | |
|---------------------|------------|
| DATE SIGNED: | 12/08/2016 |
|---------------------|------------|

Total Attachments: 5

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FIRST-LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This FIRST-LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated as of December 5, 2016 (this "Supplement"), is entered into by the signatories hereto (each, a "Grantor" and collectively, the "Grantors") in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent (in such capacity and together with any successors, the "Collateral Agent"), for the benefit of the Additional First-Lien Secured Parties.

Reference is made to the Collateral Agreement dated as of July 9, 2009 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Univision Communications Inc. (the "Company"), certain subsidiaries of the Company and the Collateral Agent. The Company and certain subsidiaries of the Company have jointly and severally guaranteed on a senior secured basis to the Additional First-Lien Secured Parties the payment when due of all Additional First-Lien Obligations subject to the terms and conditions set forth in the relevant Additional First-Lien Agreement or the Indenture, as the case may be. Consistent with the requirements of the Indenture and pursuant to and in accordance with Section 3.01(c) and Section 3.02(b) of the Collateral Agreement, the parties entered into that certain First-Lien Trademark Security Agreement dated as of July 9, 2009 (the "Trademark Security Agreement"). Pursuant to the Collateral Agreement, the parties agreed to supplement the Trademark Security Agreement with any After-Acquired Intellectual Property. In accordance therewith, the Grantors hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Supplement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01 of the Collateral Agreement also apply to this Supplement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be in full of the Additional First-Lien Obligations, each Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Additional First-Lien Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor and wherever located or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks;


(d) the right to sue third parties for past, present and future infringements of any Trademark; and

(e) all proceeds of and rights associated with the foregoing.

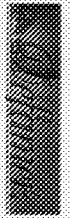


SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement and the Trademark Security Agreement, and are subject to the terms of the Intercreditor Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

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GIZMODO MEDIA GROUP, LLC

By: 
Name: Peter H. Lori
Title: Executive Vice President and
Deputy Chief Financial Officer

SCHEDULE I

| Trademark | Goods/Services | Current Owner | Reg. No/ Reg. Date | App. No./ App. Date | Renewal | Status |
|--|---|--------------------------|------------------------|-------------------------|---|-------------------------------------|
| IO9 | INT. CL. 41 --PROVIDING NEWS IN THE NATURE OF CURRENT EVENT REPORTING | GIZMODO MEDIA GROUP, LLC | 3805741 22-JUN-2010 | 77757349 11-JUN-2009 | 22-JUN-2020 | Registered |
| JEZEBEL | INT. CL. 41 --PROVIDING INFORMATION, NEWS AND COMMENTARY IN THE FIELD OF ENTERTAINMENT | GIZMODO MEDIA GROUP, LLC | 3597171 31-MAR-2009 | 77260083 20-AUG-2007 | 31-MAR-2019 | Registered |
| SPLIOD | INT. CL. 41 --PROVIDING NEWS IN THE NATURE OF CURRENT EVENT REPORTING | GIZMODO MEDIA GROUP, LLC | 3177176 28-NOV-2006 | 78832742 08-MAR-2006 | 28-NOV-2016 | Registered |
| DEADSPIN | INT. CL. 41 --PROVIDING NEWS IN THE NATURE OF CURRENT EVENT REPORTING | GIZMODO MEDIA GROUP, LLC | 3187369 19-DEC-2006 | 78832751 08-MAR-2006 | 19-DEC-2016 | Registered |
| LIFEHACKER | INT. CL. 41 --PROVIDING NEWS IN THE NATURE OF CURRENT EVENT REPORTING | GIZMODO MEDIA GROUP, LLC | 3274709 07-AUG-2007 | 78832726 08-MAR-2006 | 07-AUG-2017 | Registered |
| KOTAKU | INT. CL. 41 --PROVIDING NEWS IN THE NATURE OF CURRENT EVENT REPORTING | GIZMODO MEDIA GROUP, LLC | 3274695 07-AUG-2007 | 78830869 07-MAR-2006 | 07-AUG-2017 | Registered |
| JALOPNIK | INT. CL. 41 --PROVIDING NEWS IN THE NATURE OF CURRENT EVENT REPORTING | GIZMODO MEDIA GROUP, LLC | 3285856 28-AUG-2007 | 78830896 07-MAR-2006 | 28-AUG-2017 | Registered |
| VALLEYWAG | INT. CL. 41 --PROVIDING NEWS IN THE NATURE OF CURRENT EVENT REPORTING | GIZMODO MEDIA GROUP, LLC | 3282718 21-AUG-2007 | 78829319 04-MAR-2006 | 21-AUG-2017 | Registered |
| DEFAMER | INT. CL. 41 --PROVIDING NEWS IN THE NATURE OF CURRENT EVENT REPORTING | GIZMODO MEDIA GROUP, LLC | 3231927 17-APR-2007 | 78828594 03-MAR-2006 | 17-APR-2017 | Registered Supplemental Register |
| DEFAMER. | INT. CL. 41 --PROVIDING NEWS IN THE NATURE OF CURRENT EVENT REPORTING | GIZMODO MEDIA GROUP, LLC | 3119691 25-JUL-2006 | 78595718 26-MAR-2005 | 25-JUL-2016, grace period expires 25-JAN-2017 | Registered |
|  | | | | | | |
| KOTAKU | INT. CL. 41 --PROVIDING NEWS IN THE NATURE OF CURRENT EVENT REPORTING | GIZMODO MEDIA GROUP, LLC | 3119693 25-JUL-2006 | 78595722 26-MAR-2005 | 25-JUL-2016, grace period expires 25-JAN-2017 | Registered |
|  | | | | | | |
| LIFEHACKER | INT. CL. 42 --PROVIDING INFORMATION IN THE NATURE OF TECHNOLOGY INFORMATION, HOW-TO'S, AND ADVICE IN THE FIELD OF COMPUTER TECHNOLOGY | GIZMODO MEDIA GROUP, LLC | 3123017 01-AUG-2006 | 78589777 17-MAR-2005 | 01-AUG-2016, grace period expires 01-FEB-2017 | Registered |
|  | | | | | | |
| KINJUA | INT. CL. 42 --PROVIDING CUSTOMIZED ON-LINE WEB PAGES FEATURING USER- | GIZMODO MEDIA GROUP, LLC | 3074351 28-MAR-2006 | 78321868 31-OCT-2003 | 28-MAR-2026 | Renewed (Registered) |

| Trademark | Goods/Services | Current Owner | Reg. No./ Reg. Date | App. No./ App. Date | Renewal | Status |
|-----------|--|--------------------------|------------------------|-------------------------|-------------|----------------------|
| GIZMODO | DEFINED INFORMATION, WHICH INCLUDES LINKS TO OTHER WEB SITES INT. CL. 35 --PROVIDING CONSUMER INFORMATION IN THE FIELD OF COMPUTER HARDWARE; COMPUTER SOFTWARE AND ELECTRONIC DEVICES | GIZMODO MEDIA GROUP, LLC | 2877598 24-AUG-2004 | 78292682 27-AUG-2003 | 24-AUG-2024 | Renewed (Registered) |