

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408287

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fusion Media Network, 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: 29

Property Type	Number	Word Mark
Registration Number:	5014608	RELATIVELY SPEAKING
Registration Number:	4905178	FUSION LIGHTWORKS
Registration Number:	4906206	& I MAKE
Registration Number:	4915181	THE SPLIT SHOW
Registration Number:	4864608	COME HERE AND SAY THAT
Registration Number:	4805456	LIKE, SHARE, DIE
Registration Number:	4819505	WEIRD THREADS
Registration Number:	4667769	THE DUKES OF 2SQUARE
Registration Number:	4667770	THE DUKES OF 2SQUARE
Registration Number:	4786875	FUTURESTALGIA
Registration Number:	4761263	INSIGNIFICANT BREAKING NEWS
Registration Number:	4545292	NO, YOU SHUT UP!
Registration Number:	4594414	A.M. TONIGHT
Registration Number:	4594415	SOCCER GODS
Registration Number:	4693098	F
Registration Number:	4622234	DNA
Registration Number:	4744256	F FUSION
Registration Number:	4717048	F

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4973435	FUSION
Registration Number:	4337211	FUSION RADIO
Serial Number:	87132740	AS AMERICAN AS
Serial Number:	87021532	THE DEMOCRACY HANDBOOK
Serial Number:	86941481	TRACKRECORD
Serial Number:	86882169	RISE UP
Serial Number:	86702848	IN THE WORLD
Serial Number:	86700086	SACRIFICED! IN THE NAME OF SCIENCE
Serial Number:	86635615	SOUNDSTRUCTION
Serial Number:	86635602	INSTRU MENTAL
Serial Number:	86076722	FUSION TV

CORRESPONDENCE DATA

Fax Number: 2149813400

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.

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

ATTORNEY DOCKET NUMBER: 59035-30040

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 12/08/2016

Total Attachments: 7

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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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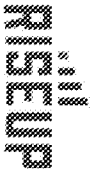
FUSION MEDIA NETWORK, LLC

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


Signature Page to First-Lien Trademark Security Agreement Supplement




TRADEMARK
REEL: 005945 FRAME: 0883

SCHEDULE I

Trademark	Goods/Services	Current Owner	Reg. No./ Reg. Date	App. No./ App. Date	Renewal	Status
AS AMERICAN AS	INT. CL. 35 -- RAISING AWARENESS OF HOW THE US POPULATION VIEWS THE USA AMIDST CHANGING DEMOGRAPHICS; AND RAISING AWARENESS OF THE INTERESTS OF MINORITIES AND OTHER UNDERREPRESENTED GROUPS IN THE USA; ALL THROUGH THE MEDIA OF PRINT ADS, USER GENERATED CONTENT, PHOTOGRAPHY, ONLINE AND SOCIAL MEDIA CONTENT; TELEVISED PUBLIC SERVICE ANNOUNCEMENTS, AND DOCUMENTARIES AND NEWS REPORTS	FUSION MEDIA NETWORK, LLC		87132740 09-AUG-2016		Pending Intent to Use
THE DEMOCRACY HANDBOOK	INT. CL. 41 -- AN ONGOING ONLINE AND TELEVISION COMEDY PROGRAM FOCUSED ON POLITICAL, SOCIAL AND CULTURAL ISSUES IN THE USA, AS COMPARED TO OTHER COUNTRIES	FUSION MEDIA NETWORK, LLC		87021532 02-MAY-2016		Pending Intent to Use
TRACK RECORD	INT. CL. 41 -- ENTERTAINMENT SERVICES, NAMELY, AN ONGOING MUSIC NEWS AND MUSIC DISCOVERY TELEVISION PROGRAM; PROVIDING MUSIC NEWS AND MUSIC INFORMATION VIA A WEBSITE AND SOCIAL MEDIA PLATFORM; AND PRODUCTION OF LIVE MUSIC EVENTS, FESTIVALS AND SEMINARS	FUSION MEDIA NETWORK, LLC		86941481 15-MAR-2016		Pending Intent to Use
RISE UP 	INT. CL. 41 -- NEWS AND ENTERTAINMENT SERVICES, NAMELY, AN ONGOING TELEVISION SERIES AND ONGOING DIGITAL NEWS PROGRAM CONCERNING PRO-SOCIAL ISSUES; PRODUCTION OF PRO-SOCIAL INITIATIVES, NAMELY, CONSCIOUS MARKETING, PROMOTIONAL AND ADVERTISING CAMPAIGNS, AND RECURRING CONFERENCES THAT INVOLVE SOCIAL AND POLITICAL LEADERS AND MILLENNIAL ACTIVISTS; ALL OF THE FOREGOING EXPRESSLY EXCLUDING CONTENT, CONFERENCES, INITIATIVES AND CAMPAIGNS CONCERNING RELIGION	FUSION MEDIA NETWORK, LLC		86882169 21-JAN-2016		Pending

Trademark	Goods/Services	Current Owner	Reg. No./ Reg. Date	App. No./ App. Date	Renewal	Status
RELATIVELY SPEAKING	INT. CL. 41 --ENTERTAINMENT SERVICES, NAMELY, ONGOING TELEVISION AND ONLINE PROGRAM CELEBRATING THE DISCOVERIES OF ALBERT EINSTEIN, AND THE LEGACY OF THOSE DISCOVERIES	FUSION MEDIA NETWORK, LLC	5014608 02-AUG-2016	86778117 05-OCT-2015	02-AUG-2026	Registered
FUSION LIGHTWORKS	INT. CL. 35 --CREATIVE ADVERTISING AND CONTENT DEVELOPMENT FOR OTHERS, NAMELY, DESIGNING ADVERTISEMENTS AND DEVELOPING CONTENT FOR THE ADVERTISEMENTS OF OTHERS	FUSION MEDIA NETWORK, LLC	4905178 23-FEB-2016	86714059 04-AUG-2015	23-FEB-2026	Registered
IN THE WORLD	INT. CL. 41 --ENTERTAINMENT SERVICES, NAMELY, AN ONGOING TELEVISION AND ONLINE SERIES CONCERNING THE PEOPLE, PLACES AND ORGANIZATIONS ON THE FOREFRONT OF THE GREEN ENERGY MOVEMENT	FUSION MEDIA NETWORK, LLC		86702848 23-JUL-2015		Published (Pending) Intent to Use
SACRIFICED! IN THE NAME OF SCIENCE	INT. CL. 41 --ENTERTAINMENT SERVICES, NAMELY, AN ONGOING TELEVISION AND ONLINE SERIES IN THE FIELD OF SCIENCE	FUSION MEDIA NETWORK, LLC		86700086 21-JUL-2015		Published (Pending)
SOUNDSTRUCTION	INT. CL. 41 --ENTERTAINMENT SERVICES, NAMELY, AN ONGOING TELEVISION AND ONLINE PROGRAM CONCERNING THE ART AND BUSINESS OF SONGWRITING	FUSION MEDIA NETWORK, LLC		86635615 20-MAY-2015		Published (Pending) Intent to Use
INSTRUMENTAL	INT. CL. 41 --ENTERTAINMENT SERVICES, NAMELY, AN ONGOING TELEVISION AND ONLINE PROGRAM COVERING THE SCIENCE OF MUSIC AND THE EFFECTS OF MUSIC ON THE BRAIN	FUSION MEDIA NETWORK, LLC		86635602 20-MAY-2015		Published (Pending) Intent to Use
& I MAKE	INT. CL. 41 ENTERTAINMENT SERVICES, NAMELY, AN ONGOING TELEVISION AND ONLINE DOCUMENTARY PROGRAM IN THE FIELD OF ARTS, CRAFTS, MANUFACTURING, AND SCIENCE	FUSION MEDIA NETWORK, LLC	4906206 23-FEB-2016	86585129 02-APR-2015	23-FEB-2026	Registered
THE SPLIT SHOW	INT. CL. 41 --ENTERTAINMENT SERVICES, NAMELY, AN ONGOING TELEVISION SERIES IN THE FIELD OF POLITICS AND NEWS; PROVIDING A WEBSITE FEATURING NON-DOWNLOADABLE VIDEOS IN THE FIELD OF POLITICS AND NEWS	FUSION MEDIA NETWORK, LLC	4915181 08-MAR-2016	86576300 25-MAR-2015	08-MAR-2026	Registered

Trademark	Goods/Services	Current Owner	Reg. No/ Reg. Date	App. No./ App. Date	Renewal	Status
COME HERE AND SAY THAT	INT. CL. 41 --ENTERTAINMENT SERVICES, NAMELY, AN ONGOING TELEVISION AND ONLINE PROGRAM THAT FEATURES INTERVIEWS WITH NEWS MAKERS AND COMMENTARY ON TOPICAL ISSUES	FUSION MEDIA NETWORK, LLC	4864608 01-DEC-2015	86554908 05-MAR-2015	01-DEC-2025	Registered
LIKE, SHARE, DIE	INT. CL. 41 --ENTERTAINMENT SERVICES, NAMELY, AN ONGOING TELEVISION AND ONLINE ANIMATED COMEDY SKETCH PROGRAM	FUSION MEDIA NETWORK, LLC	4805456 01-SEP-2015	86426222 6-OCT-2014	01-SEP-2025	Registered
WEIRD THREADS	INT. CL. 41 --ENTERTAINMENT AND EDUCATION SERVICES, NAMELY, AN ONGOING TELEVISION PROGRAM CONCERNING THE HISTORICAL, CULTURAL AND ANTHROPOLOGICAL FACTORS THAT INFLUENCE THE WAY THAT CERTAIN SUBCULTURES IN OUR SOCIETY DRESS	FUSION MEDIA NETWORK, LLC	4819505 22-SEP-2015	86379805 28-AUG-2014	22-SEP-2025	Registered
THE DUKES OF 2SQUARE	INT. CL. 41 --ENTERTAINMENT SERVICES, NAMELY, AN ONGOING REALITY-BASED TELEVISION AND WEB PROGRAM	FUSION MEDIA NETWORK, LLC	4667769 06-JAN-2015	86367000 14-AUG-2014	06-JAN-2025	Registered
 THE DUKES OF 2SQUARE	INT. CL. 41 --ENTERTAINMENT SERVICES, NAMELY, AN ONGOING REALITY-BASED TELEVISION AND WEB PROGRAM	FUSION MEDIA NETWORK, LLC	4667770 06-JAN-2015	86367305 14-AUG-2014	06-JAN-2025	Registered
FUTURESTALGIA	INT. CL. 41 --ONGOING TELEVISION AND WEB PROGRAMS IN THE FIELD OF SCIENCE AND TECHNOLOGY	FUSION MEDIA NETWORK, LLC	4786875 04-AUG-2015	86250182 11-APR-2014	04-AUG-2025	Registered
INSIGNIFICANT BREAKING NEWS	INT. CL. 41 --ENTERTAINMENT SERVICES, NAMELY, AN ONGOING TELEVISION AND ONLINE NEWS PROGRAM	FUSION MEDIA NETWORK, LLC	4761263 23-JUN-2015	86197694 19-FEB-2014	23-JUN-2025	Registered
NO, YOU SHUT UP!	INT. CL. 41 --ENTERTAINMENT SERVICES, NAMELY, AN ONGOING NEWS AND POLITICS TELEVISION PROGRAM	FUSION MEDIA NETWORK, LLC	4545292 03-JUN-2014	86088288 10-OCT-2013	03-JUN-2024	Registered
A.M. TONIGHT	INT. CL. 41 --ENTERTAINMENT SERVICES, NAMELY, AN ONGOING TELEVISION PROGRAM THAT COVERS THE INTERSECTION OF POP CULTURE AND POLITICS	FUSION MEDIA NETWORK, LLC	4594414 26-AUG-2014	86088376 10-OCT-2013	26-AUG-2024	Registered
Soccer Gods	INT. CL. 41 --ENTERTAINMENT SERVICES, NAMELY, AN ONGOING TELEVISION SPORTS PROGRAM	FUSION MEDIA NETWORK, LLC	4594415 26-AUG-2014	86088403 10-OCT-2013	26-AUG-2024	Registered

Trademark	Goods/Services	Current Owner	Reg. No./ Reg. Date	App. No./ App. Date	Renewal	Status
FUSION TV	INT. CL. 38 --STREAMING OF VIDEO MATERIAL ON THE INTERNET; BROADCASTING SERVICES, NAMELY, BROADCASTING VIA THE INTERNET, AUDIO AND VIDEO PROGRAMMING VIA THE INTERNET	FUSION MEDIA NETWORK, LLC	4693098 24-FEB-2015	86076722 27-SEP-2013	24-FEB-2025	Pending
	INT. CL. 41-- PRODUCTION, PRESENTATION, AND DISTRIBUTION OF TELEVISION PROGRAMS AND FILMS VIA CABLE, SATELLITE, AND INTERNET; TELEVISION NEWS PROGRAMS; ONGOING UNSCRIPTED NON-FICTION TALK TELEVISION PROGRAMS	FUSION MEDIA NETWORK, LLC	4622234 14-OCT-2014	86027421 02-AUG-2013	14-OCT-2024	Registered
DNA	INT. CL. 41-- EDUCATION AND ENTERTAINMENT SERVICES, NAMELY, AN ONGOING TELEVISION PROGRAM COVERING NEWS, MUSIC, CURRENT ISSUES AND SOCIAL ACTION	FUSION MEDIA NETWORK, LLC	4744256 26-MAY-2015	86001894 03-JUL-2013	26-MAY-2025	Registered
F FUSION 	INT. CL. 38 --BROADCASTING SERVICES, NAMELY, CABLE TELEVISION BROADCASTING, SATELLITE TELEVISION BROADCASTING, AND VIDEO BROADCASTING VIA THE INTERNET	FUSION MEDIA NETWORK, LLC	4717048 07-APR-2015	85933210 15-MAY-2013	07-APR-2025	Registered
	INT. CL. 38 --BROADCASTING SERVICES, NAMELY, CABLE TELEVISION BROADCASTING, SATELLITE TELEVISION BROADCASTING, VIDEO BROADCASTING VIA THE INTERNET	FUSION MEDIA NETWORK, LLC	4973435 07-JUN-2016	85777941 13-NOV-2012	07-JUN-2026	Registered
FUSION RADIO	INT. CL. 38 --INTERNET RADIO BROADCASTING SERVICES	FUSION MEDIA NETWORK, LLC	4337211 21-MAY-2013	85565143 09-MAR-2012	21-MAY-2023	Registered Section 2(F)
THE GRAPEVINE	Class 35 -- Gift shop	ORCHARD PRODUCTIONS, INC.	600859 20-MAR-2008			Registered (LA)