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| TRADEMARK ASSIGNMENT COVER SHEET |
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Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM498320

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|-----------------------------------|--|--|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | First-Lien Trademark Security Agreement Supplement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Onion, Inc. | | 11/14/2018 | Corporation: WISCONSIN |
| RECEIVING PARTY DATA | | | |
| Name: | Deutsche Bank AG New York Branch, as First-Lien Collateral Agent | | |
| Street Address: | 60 Wall Street | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10005 | | |
| Entity Type: | Banking corporation: GERMANY | | |
| PROPERTY NUMBERS Total: 17 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5439493 | THE A.V. CLUB | |
| Registration Number: | 5021368 | STARWIPE | |
| Registration Number: | 4691433 | CLICKHOLE | |
| Registration Number: | 4061374 | ONION PRODUCTIONS | |
| Registration Number: | 3777354 | ONION SPORTS NETWORK | |
| Registration Number: | 3549327 | NN | |
| Registration Number: | 3549273 | ONION NEWS NETWORK | |
| Registration Number: | 3430694 | RANDOM RULES | |
| Registration Number: | 2520050 | FILMS THAT TIME FORGOT | |
| Registration Number: | 2484820 | OUR DUMB CENTURY | |
| Registration Number: | 2450946 | THE ONION RADIO NEWS | |
| Registration Number: | 2444439 | TU STULTUS ES | |
| Registration Number: | 2444440 | A.V. CLUB | |
| Registration Number: | 2450947 | THE ONION AMERICA'S FINEST NEWS SOURCE | |
| Registration Number: | 2450948 | | |
| Registration Number: | 2450949 | THE ONION | |
| Serial Number: | 86490170 | AREA 51 TAPHOUSE | |
| CORRESPONDENCE DATA | | | |

CH \$440.00 5439493

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

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| ATTORNEY DOCKET NUMBER: | 59035-30040 |
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| NAME OF SUBMITTER: | Dusan Clark |
|---------------------------|-------------|

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|-------------------|---------------|
| SIGNATURE: | /Dusan Clark/ |
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| DATE SIGNED: | 11/15/2018 |
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Total Attachments: 6

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FIRST-LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This FIRST-LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated as of November 14, 2018 (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 First-Lien Collateral Agent (the "First-Lien Collateral Agent") for the Secured Parties.

Reference is made to the First-Lien Guarantee and Collateral Agreement dated as of March 29, 2007 and amended as of February 28, 2013 (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Univision Communications Inc., a Delaware corporation, and Univision of Puerto Rico Inc., a Delaware corporation (the "Borrowers"), Broadcast Media Partners Holdings, Inc., the subsidiaries of the Borrowers party thereto and the First-Lien Collateral Agent. The Lenders have extended credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement dated as of March 29, 2007, as amended as of June 19, 2009, as amended and restated as of October 26, 2010, as amended as of August 21, 2012, as amended as of February 28, 2013, as amended as of May 29, 2013, as amended as of January 23, 2014, as amended as of February 17, 2017 and as further amended as of March 15, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Consistent with the requirements of the Credit Agreement and pursuant to and in accordance with Section 3.01(c) and Section 3.02(b) of the Security Agreement, the parties entered into that certain First-Lien Trademark Security Agreement dated as of March 29, 2007 (the "Trademark Security Agreement"). Pursuant to the Security 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 Security Agreement. The rules of construction specified in Section 1.02 of the Credit 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 Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the First-Lien Collateral Agent, its successors and assigns, for the benefit of the 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. *Security Agreement.* The security interests granted to the First-Lien Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the First-Lien Collateral Agent pursuant to the Security Agreement and the Trademark Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the First-Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

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ONION, INC.



By: _____

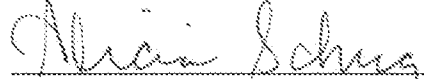
Name: Peter H. Lori

Title: Executive Vice President and
Chief Financial Officer

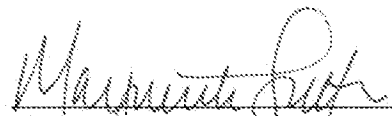
(Signature Page to First-Lien Trademark Security Agreement Supplement)

TRADEMARK
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**DEUTSCHE BANK AG NEW YORK
BRANCH, as First-Lien Collateral Agent,**

by 


Name: _____
Title: Alicia Schug
Vice President


by 

Name: Marguerite Sutton
Title: Vice President

(Signature Page to First-Lien Trademark Security Agreement Supplement)

SCHEDULE I

| Trademark | Goods/Services | Current Owner | Reg. No/ Reg. Date | App. No./ App. Date | Renewal | Status |
|--|----------------|---------------|------------------------|-------------------------|---------|----------------------|
| THE A.V. CLUB | 41 | ONION, INC. | 5439493 03-APR-2018 | 87352770 28-FEB-2017 | | Registered |
| STARWIPE | 41 | ONION, INC. | 5021368 16-AUG-2016 | 86853934 18-DEC-2015 | | Registered |
| AREA 51 TAPHOUSE | 43 | ONIONS INC. | | 86490170 24-DEC-2014 | | Abandoned |
| CLICKHOLE | 41 | ONION, INC. | 4691433 24-FEB-2015 | 86307772 12-JUN-2014 | | Registered |
| ONION PRODUCTIONS | 41 | ONION, INC. | 4061374 22-NOV-2011 | 85159347 22-OCT-2010 | | Registered |
| ONION SPORTS NETWORK | 41 | ONION, INC. | 3777354 20-APR-2010 | 77813814 27-AUG-2009 | | Registered |
| NN  | 41 | ONION, INC. | 3549327 23-DEC-2008 | 77407805 27-FEB-2008 | | Renewed (Registered) |
| ONION NEWS NETWORK | 41 | ONION, INC. | 3549273 23-DEC-2008 | 77386723 01-FEB-2008 | | Renewed (Registered) |
| RANDOM RULES | 41 | ONION, INC. | 3430694 20-MAY-2008 | 77278155 12-SEP-2007 | | Registered |
| FILMS THAT TIME FORGOT | 16 | ONION, INC. | 2520050 18-DEC-2001 | 76238038 11-APR-2001 | | Renewed (Registered) |
| OUR DUMB CENTURY | 16 | ONION, INC. | 2484820 04-SEP-2001 | 76028815 18-APR-2000 | | Renewed (Registered) |
| THE ONION RADIO NEWS | 41 | ONION, INC. | 2450946 15-MAY-2001 | 76028816 18-APR-2000 | | Renewed (Registered) |
| TU STULTUS ES Translation: YOU ARE DUMB | 16 | ONION, INC. | 2444439 17-APR-2001 | 76028817 18-APR-2000 | | Renewed (Registered) |

| Trademark | Goods/Services | Current Owner | Reg. No./ Reg. Date | App. No./ App. Date | Renewal | Status |
|--|----------------|---------------|------------------------|-------------------------|---------|----------------------|
| A.V. CLUB | 16 42 | ONION, INC. | 2444440 17-APR-2001 | 76028819 18-APR-2000 | | Renewed (Registered) |
| THE ONION AMERICA'S FINEST NEWS SOURCE | 16 42 | ONION, INC. | 2450947 15-MAY-2001 | 76028820 18-APR-2000 | | Renewed (Registered) |
| <i>Design Only</i>  | 16 25 42 | ONION, INC. | 2450948 15-MAY-2001 | 76028821 18-APR-2000 | | Renewed (Registered) |
| THE ONION | 16 25 42 | ONION, INC. | 2450949 15-MAY-2001 | 76028822 18-APR-2000 | | Renewed (Registered) |

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RECORDED: 11/15/2018