

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500845

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First-Lien Trademark Security Agreement Supplement (Indenture)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Onion, Inc.		12/03/2018	Corporation: WISCONSIN
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:	Banking corporation: GERMANY		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	87352770	THE A.V. CLUB	
Serial Number:	86853934	STARWIPE	
Serial Number:	86490170	AREA 51 TAPHOUSE	
Serial Number:	86307772	CLICKHOLE	
Serial Number:	85159347	ONION PRODUCTIONS	
Serial Number:	77813814	ONION SPORTS NETWORK	
Serial Number:	77407805	NN	
Serial Number:	77386723	ONION NEWS NETWORK	
Serial Number:	77278155	RANDOM RULES	
Serial Number:	76238038	FILMS THAT TIME FORGOT	
Serial Number:	76028815	OUR DUMB CENTURY	
Serial Number:	76028816	THE ONION RADIO NEWS	
Serial Number:	76028817	TU STULTUS ES	
Serial Number:	76028819	A.V. CLUB	
Serial Number:	76028820	THE ONION AMERICA'S FINEST NEWS SOURCE	
Serial Number:	76028821		
Serial Number:	76028822	THE ONION	
CORRESPONDENCE DATA			

CH \$440.00 87352770

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
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NAME OF SUBMITTER:	Dusan Clark
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SIGNATURE:	/Dusan Clark/
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DATE SIGNED:	12/05/2018
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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 December 3, 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 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.

[Remainder of this page intentionally left blank]

ONION, INC.

By: 

Name: Peter H. Lori

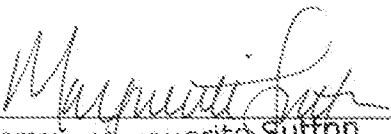
Title: Executive Vice President and
Chief Financial Officer

(Signature Page to Trademark Security Agreement Supplement)

TRADEMARK
REEL: 006495 FRAME: 0340


**DEUTSCHE BANK AG NEW YORK
BRANCH, as Collateral Agent,**


by 
Name: Alicia Schug
Title: Vice President

by 
Name: Marguerite Sutton
Title: Vice President

(Signature Page to 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)

TRADEMARK
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RECORDED: 12/05/2018