

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540131

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First-Lien Trademark Security Agreement Supplement (Indenture)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fusion Media Network, LLC		09/06/2019	Limited Liability Company:
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: 6			
Property Type	Number	Word Mark	
Registration Number:	5471524	CAR VS AMERICA	
Registration Number:	5788574	F	
Registration Number:	5552358	FUSION	
Registration Number:	5639394	HAPPY ENDING WITH NANDO VILA	
Registration Number:	5526212	SHADE: QUEENS OF NYC	
Registration Number:	5280620	THIS SHOULDN'T BE NEWS	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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>			
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:	59035-30030		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	09/10/2019		

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Total Attachments: 5

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FIRST-LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This FIRST-LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated as of September 6, 2019 (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;

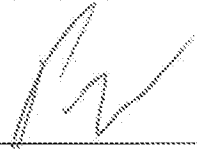
(d) the right to sue third parties for past, present and future infringements of any Trademark; and

(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
Chief Financial Officer

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

by


Name: Yumi Okabe
Title: Vice President

by


Name: Michael Strobel
Title: Vice President

SCHEDULE I

Mark	App. No./ App. Date	Reg. No./ Reg. Date
CAR VS AMERICA	87644613 13-OCT-2017	5471524 15-MAY-2018
F	87636455 06-OCT-2017	5788574 25-JUN-2019
FUSION	87636466 06-OCT-2017	5552358 28-AUG-2018
HAPPY ENDING WITH NANDO VILA	87684198 14-NOV-2017	5639394 25-DEC-2018
SHADE: QUEENS OF NYC	87578735 22-AUG-2017	5526212 24-JUL-2018
THIS SHOULDN'T BE NEWS	87327484 07-FEB-2017	5280620 05-SEP-2017