

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM540139

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First-Lien Trademark Security Agreement Supplement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Univision IP Holdings, LLC		09/06/2019	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deutsche Bank AG New York Branch, as First-Lien Collateral Agent		
<b>Street Address:</b>	60 Wall Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	banking corporation: GERMANY		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4111960	CONTACTO DEPORTIVO	
<b>Registration Number:</b>	4456271	G	
<b>Registration Number:</b>	4688757	LA CARCAJADA	
<b>Registration Number:</b>	4549031	MISTICO E INEXPLICABLE	
<b>Registration Number:</b>	4136868	NOCHE DE PERROS	
<b>Registration Number:</b>	4354935	SOLO BOXEO	
<b>Registration Number:</b>	4467679	U UNIMÁS	
<b>Registration Number:</b>	4422962	UNI MAS	
<b>Registration Number:</b>	4419757	UNIMAS	
<b>Registration Number:</b>	4688760	VEREDICTO FINAL	
<b>Registration Number:</b>	4947868	VIVIMOS TU PASION	
<b>Registration Number:</b>	5493436	VIVE LA DIFERENCIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin LLP		
<b>TRADEMARK</b>			

CH \$315.00 4111960

**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

**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 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 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

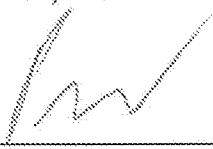
Office, and all extensions or renewals thereof, including those listed on Schedule I (the “Trademarks”);

- (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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UNIVISION IP HOLDINGS, 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
CONTACTO DEPORTIVO	85404724 23-AUG-2011	4111960 13-MAR-2012
G	85736984 24-SEP-2012	4456271 24-DEC-2013
LA CARCAJADA	86344941 22-JUL-2014	4688757 17-FEB-2015
MISTICO E INEXPLICABLE	85926349 08-MAY-2013	4549031 10-JUN-2014
NOCHE DE PERROS	85302397 22-APR-2011	4136868 01-MAY-2012
SOLO BOXEO	85553939 27-FEB-2012	4354935 18-JUN-2013
U UNIMÁS	85797593 07-DEC-2012	4467679 14-JAN-2014
UNI MAS	85735452 21-SEP-2012	4422962 22-OCT-2013
UNIMAS	85755221 16-OCT-2012	4419757 15-OCT-2013
VEREDICTO FINAL	86346132 23-JUL-2014	4688760 17-FEB-2015
VIVIMOS TU PASION	86627301 12-MAY-2015	4947868 26-APR-2016
VIVE LA DIFERENCIA	87410750 13-APR-2017	5493436 12-JUN-2018