

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540138

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First-Lien Trademark Security Agreement Supplement		
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 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: 33			
Property Type	Number	Word Mark	
Registration Number:	4906206	& I MAKE	
Registration Number:	4594414	A.M. TONIGHT	
Registration Number:	5546497	AS AMERICAN AS	
Registration Number:	5471524	CAR VS AMERICA	
Registration Number:	4864608	COME HERE AND SAY THAT	
Registration Number:	5292128	DEMOCRACY HANDBOOK	
Registration Number:	4622234	DNA	
Registration Number:	5788574	F	
Registration Number:	4693098	F	
Registration Number:	4717048	F	
Registration Number:	4744256	F FUSION	
Registration Number:	5552358	FUSION	
Registration Number:	4973435	FUSION	
Registration Number:	4905178	FUSION LIGHTWORKS	
Registration Number:	4337211	FUSION RADIO	
Registration Number:	5130987	FUSION TV	
Registration Number:	4786875	FUTURESTALGIA	
Registration Number:	5639394	HAPPY ENDING WITH NANDO VILA	
Registration Number:	5120419	IN THE WORLD	

CH \$840.00 4906206

Property Type	Number	Word Mark
Registration Number:	4761263	INSIGNIFICANT BREAKING NEWS
Registration Number:	5182229	INSTRUMENTAL
Registration Number:	4805456	LIKE, SHARE, DIE
Registration Number:	4545292	NO, YOU SHUT UP!
Registration Number:	5014608	RELATIVELY SPEAKING
Registration Number:	5263393	RISE UP
Registration Number:	5042532	SACRIFICED! IN THE NAME OF SCIENCE
Registration Number:	5526212	SHADE: QUEENS OF NYC
Registration Number:	4594415	SOCCER GODS
Registration Number:	4667769	THE DUKES OF 2SQUARE
Registration Number:	4667770	THE DUKES OF 2SQUARE
Registration Number:	4915181	THE SPLIT SHOW
Registration Number:	5280620	THIS SHOULDN'T BE NEWS
Registration Number:	4819505	WEIRD THREADS

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: 59035-30030

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 09/10/2019

Total Attachments: 6

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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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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
& I MAKE	86585129 02-APR-2015	4906206 23-FEB-2016
A.M. TONIGHT	86088376 10-OCT-2013	4594414 26-AUG-2014
AS AMERICAN AS	87132740 09-AUG-2016	5546497 21-AUG-2018
CAR VS AMERICA	87644613 13-OCT-2017	5471524 15-MAY-2018
COME HERE AND SAY THAT	86554908 05-MAR-2015	4864608 01-DEC-2015
DEMOCRACY HANDBOOK	87021532 02-MAY-2016	5292128 19-SEP-2017
DNA	86027421 02-AUG-2013	4622234 14-OCT-2014
F	87636455 06-OCT-2017	5788574 25-JUN-2019
F	86042420 20-AUG-2013	4693098 24-FEB-2015
F	85933210 15-MAY-2013	4717048 07-APR-2015
F FUSION	86001894 03-JUL-2013	4744256 26-MAY-2015
FUSION	87636466 06-OCT-2017	5552358 28-AUG-2018
FUSION	85777941 13-NOV-2012	4973435 07-JUN-2016
FUSION LIGHTWORKS	86714059 04-AUG-2015	4905178 23-FEB-2016
FUSION RADIO	85565143 09-MAR-2012	4337211 21-MAY-2013
FUSION TV	86076722 27-SEP-2013	5130987 31-JAN-2017
FUTURESTALGIA	86250182 11-APR-2014	4786875 04-AUG-2015
HAPPY ENDING WITH NANDO VILA	87684198 14-NOV-2017	5639394 25-DEC-2018
IN THE WORLD	86702848 23-JUL-2015	5120419 10-JAN-2017
INSIGNIFICANT BREAKING NEWS	86197694 19-FEB-2014	4761263 23-JUN-2015
INSTRUMENTAL	86635602 20-MAY-2015	5182229 11-APR-2017

Mark	App. No./ App. Date	Reg. No./ Reg. Date
LIKE, SHARE, DIE	86426222 16-OCT-2014	4805456 01-SEP-2015
NO, YOU SHUT UP!	86088288 10-OCT-2013	4545292 03-JUN-2014
RELATIVELY SPEAKING	86778117 05-OCT-2015	5014608 02-AUG-2016
RISE UP	86882169 21-JAN-2016	5263393 15-AUG-2017
SACRIFICED! IN THE NAME OF SCIENCE	86700086 21-JUL-2015	5042532 13-SEP-2016
SHADE: QUEENS OF NYC	87578735 22-AUG-2017	5526212 24-JUL-2018
SOCCER GODS	86088403 10-OCT-2013	4594415 26-AUG-2014
THE DUKES OF 2SQUARE	86367000 14-AUG-2014	4667769 06-JAN-2015
THE DUKES OF 2SQUARE	86367305 14-AUG-2014	4667770 06-JAN-2015
THE SPLIT SHOW	86576300 25-MAR-2015	4915181 08-MAR-2016
THIS SHOULDN'T BE NEWS	87327484 07-FEB-2017	5280620 05-SEP-2017
WEIRD THREADS	86379805 28-AUG-2014	4819505 22-SEP-2015