# CH \$265.00 5430118

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM540140

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	First-Lien Trademark Security Agreement Supplement	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Univision Network Limited Partnership		09/06/2019	Limited Partnership:

## **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: 10**

Property Type	Number	Word Mark	
Registration Number:	5430118	LA GRAN SORPRESA	
Registration Number:	5116158	LA REINA DE LA CANCION	
Registration Number:	4936541	LANZATE	
Registration Number:	5342641	NOTANSERIO UNIVISION	
Registration Number:	5621088	NUESTRA BELLEZA LATINA	
Registration Number:	4924350	R REPUBLICA DEPORTIVA	
Registration Number:	5116308	SABADO FUTBOLERO	
Registration Number:	5081077	SIN ROLLO NI TAPUJOS	
Registration Number:	4704523	VA POR TI	
Registration Number:	2346031	EL BLA BLAZO	

## **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

TRADEMARK REEL: 006740 FRAME: 0667

900514443

Address Line 4: Dalla	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 "<u>Trademark Collateral</u>"):

(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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# THE UNIVISION NETWORK LIMITED **PARTNERSHIP**

By:

Name: Peter H. Lori

Title: Executive Vice President and Chief Financial Officer

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

DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent,

by

Name: Title:

√ice President

by

Name: Title: Michael Strobel

Vice President

# SCHEDULE I

Mark	App. No./	Reg. No./
	App. Date	Reg. Date
LA GRAN SORPRESA	87564048	5430118
	10-AUG-2017	20-MAR-2018
LA REINA DE LA CANCION	87066568	5116158
	09-JUN-2016	03-JAN-2017
LANZATE	86746470	4936541
	03-SEP-2015	12-APR-2016
NOTANSERIO UNIVISION	87340980	5342641
	17-FEB-2017	21-NOV-2017
NUESTRA BELLEZA LATINA	87855083	5621088
	29-MAR-2018	04-DEC-2018
R REPUBLICA DEPORTIVA	86621123	4924350
	06-MAY-2015	22-MAR-2016
SABADO FUTBOLERO	87108830	5116308
	19-JUL-2016	03-JAN-2017
SIN ROLLO NI TAPUJOS	86948530	5081077
	22-MAR-2016	15-NOV-2016
VA POR TI	85959485	4704523
	13-JUN-2013	17-MAR-2015
EL BLA BLAZO	75451056	2346031
	16-MAR-1998	25-APR-2000

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**RECORDED: 09/10/2019**