

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645118

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Univision Digital IP Holdings, LLC		05/05/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank, AG New York Branch
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Banking Corporation: GERMANY

PROPERTY NUMBERS Total: 52

Property Type	Number	Word Mark
Registration Number:	5562537	¡UNITERÍA!
Registration Number:	5429179	ACCIDENTAL REPORTER
Registration Number:	3861068	AL PUNTO
Registration Number:	4721481	ALMA EXTREMA
Registration Number:	5713381	COMPARTIENDO ENTRE AMIGAS
Registration Number:	5526121	CONTRAPODER
Registration Number:	5332439	CREATOR NETWORK
Registration Number:	5362972	EL FREE-GUEY
Registration Number:	5000210	EL SABOR EN TU MESA
Registration Number:	5348951	EL ZAFARRANCHO
Registration Number:	4	
Registration Number:	544	
Registration Number:	893	
Registration Number:	4605564	FLAMA
Registration Number:	5774299	FUERTES JUNTOS
Registration Number:	6159345	GANGAS & DEAL\$
Registration Number:	5603357	LA BELLA Y EL DURO
Registration Number:	5547576	LA CHULA Y LA BESTIA
Registration Number:	5891391	LA X 96.3 EL RITMO DE NEW YORK

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5717733	LAS QUE MANDAN
Registration Number:	6223041	LATINEXT
Registration Number:	5623585	SABADOS BAILABLES
Registration Number:	3887781	SALUD PARA TODOS
Registration Number:	5577362	SE HABLA USA
Registration Number:	5251716	SOMOS MAS
Registration Number:	5129123	U NOW
Registration Number:	4696102	U UCI UNIVISION COMMUNICATIONS INC
Registration Number:	4655463	U UNIVISION CONTIGO
Registration Number:	5152313	UDISEA
Registration Number:	4472597	UFORIA
Registration Number:	4460247	UFORIA
Registration Number:	5201223	UNIMASCARADO
Registration Number:	4979878	UNINOVELAS
Registration Number:	4973221	U UNINOVELAS
Registration Number:	4951443	UNITED WE STAND TOGETHER WE GROW
Registration Number:	5471124	UNIVISION APRENDER
Registration Number:	4678135	UNIVISION MOBILE
Registration Number:	5219291	UNIVISION NOW
Registration Number:	4973206	UNIVISION RADIO
Registration Number:	5123862	UNIVISION REMESAS
Registration Number:	2518241	UNIVISION.COM
Registration Number:	2528166	UNIVISION.COM
Registration Number:	3514973	YA ES HORA ¡CIUDADANIA!
Serial Number:	88960065	GANGAS & DEAL\$
Serial Number:	90100077	PRENDE TV
Serial Number:	90138372	PRENDE TV
Serial Number:	88832089	U NOTICIAS LIVE
Serial Number:	90066863	UFORIA HANGOUT SESSIONS
Serial Number:	90066838	UFORIA LIVE
Serial Number:	86756164	UNICONSULTA
Serial Number:	86756188	UCO
Serial Number:	87621449	UNIDOS POR LOS NUESTROS

CORRESPONDENCE DATA

Fax Number:

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: 2128192511

Email: iprecordations@whitecase.com
Correspondent Name: Kate Andes
Address Line 1: 1221 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER: 1104031-0446-CM65

NAME OF SUBMITTER: Kate Andes

SIGNATURE: /Kate Andes/

DATE SIGNED: 05/07/2021

Total Attachments: 7

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FIRST-LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This FIRST-LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated as of May 5, 2021 (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 (the “Borrower”), Broadcast Media Partners Holdings, Inc., the subsidiaries of the Borrower 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, as further amended as of March 15, 2017 and as further amended as of June 24, 2020 (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.

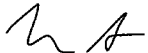
SECTION 3. *Security Agreement*. The security interests granted to the First-Lien Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the First-Lien Collateral Agent pursuant to the Security Agreement and the Trademark Security Agreement. Each 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 DIGITAL IP HOLDINGS, LLC

By: John Paul Aceves
Name: John Paul Aceves
Title: Assistant Secretary

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

By: 
Name: Michael Strobel
Title: Vice President
michael-p.strobel@db.com
212-250-0939

By: 
Name: Philip Tancorra
Title: Vice President
philip.tancorra@db.com
212-250-6576

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


SCHEDULE I

TRADEMARK	APP. NO.	REG. NO.	REG. DATE
UNITERIA!	87/610730	5562537	Sep-11-2018
ACCIDENTAL REPORTER	87/130559	5429179	Mar-20-2018
AL PUNTO	85/008498	3861068	Oct-12-2010
ALMA EXTREMA	86/243762	4721481	Apr-14-2015
COMPARTIENDO ENTRE AMIGAS	88/055533	5713381	Apr-02-2019
CONTRAPODER	87/523575	5526121	Jul-24-2018
CREATOR NETWORK	86/805427	5332439	Nov-14-2017
EL FREE-GUEY	87/295714	5362972	Dec-26-2017
EL SABOR EN TU MESA	86/978733	5000210	Jul-12-2016
EL ZAFARRANCHO	87/259285	5348951	Dec-05-2017
FLAMA	85/913898	4,544,893	Jun-03-2014
FLAMA and DESIGN 	86/227263	4605564	Sep-16-2014
FUERTES JUNTOS	88/160691	5774299	Jun-11-2019
GANGAS & DEALS and DESIGN 	88/960065		
GANGAS & DEALS and DESIGN 	88/463824	6159345	Sep-22-2020
GACAMOLE MIX	88/220175		
LA BELLA Y EL DURO	87/842136	5603357	Nov-06-2018
LA CHULA Y LA BESTIA	87/756655	5547576	Aug-21-2018
LA X 96.3 EL RITMO DE NEW YORK AND DESIGN 	88/432103	5891391	Oct-22-2019
LAS QUE MANDAN	87/910434	5717733	Apr-02-2019
LATINEXT	88/614765	6223041	Dec-15-2020
PRENDE TV	90/100077		
PRENDE TV and DESIGN	90/138372		

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TRADEMARK	APP. NO.	REG. NO.	REG. DATE
PRENDE TV			
SABADOS BAILABLES	87/532691	5623585	Dec-04-2018
SALUD PARA TODOS	77/874294	3887781	Dec-07-2010
SE HABLA USA	87/735478	5577362	Oct-02-2018
SOMOS MAS	86/758106	5251716	Jul-25-2017
U NOTICIAS LIVE and DESIGN			
 NOTICIAS LIVE	88/832089		
U NOW and DESIGN	87/094827	5129123	Jan-24-2017
 NOW			
U UCI UNIVISION COMMUNICATIONS INC and DESIGN	86/975808	4696102	Mar-03-2015
 UCI UNIVISION COMMUNICATIONS INC			
U UNIVISION CONTIGO AND DESIGN	86/190132	4655463	Dec-16-2014
 UNIVISION CONTIGO			
UDISEA	86/827890	5152313	Feb-28-2017
UFORIA	85/930218	4472597	Jan-21-2014
UFORIA and DESIGN	85/930255	4460247	Dec-31-2013
 uforia			
UFORIA HANGOUT SESSIONS	90/066863		
UFORIA LIVE	90/066838		
UNICONSULTA	86/756164	5042727	Sep-13-2016
UNICONSULTA LOGO			
	86/756188	5042728	Sep-13-2016
UNIDOS POR LOS NUESTROS	87/621449	5488296	Jun-05-2018

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TRADEMARK	APP. NO.	REG. NO.	REG. DATE
UNIMASCARADO	86/927550	5201223	May-09-2017
UNINOVELAS	86/708859	4979878	Jun-14-2016
UNINOVELAS and DESIGN 	86/809061	4973221	Jun-07-2016
UNINOVELAS			
UNITED WE STAND, TOGETHER WE GROW	86/778034	4951443	May-03-2016
UNIVISION APRENDER	87/443983	5471124	May-15-2018
UNIVISION MOBILE	86/292250	4678135	Jan-27-2015
UNIVISION NOW	86/797502	5219291	Jun-06-2017
UNIVISION RADIO	86/803956	4973206	Jun-07-2016
UNIVISION REMESAS	87/064508	5123862	Jan-17-2017
UNIVISION.COM	75/773614	2518241	Dec-11-2001
UNIVISION.COM	75/773612	2528166	Jan-08-2002
YA ES HORA ¡CIUDADANIA!	77/269851	3514973	Oct-14-2008

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