# CH \$115.00 60925

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM682472

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Univision Communications Inc.		10/19/2021	Corporation: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Goldman Sachs Lending Partners LLC	
Street Address:	200 West Street	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10282	
Entity Type:	Limited Liability Company: DELAWARE	

# **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark	
Registration Number:	6092574	CAMINO AL EXITO	
Registration Number:	6239766	ENIGMAS SIN RESOLVER	
Registration Number:	6038532	GRACIAS AL DEPORTE	
Registration Number:	6092625	TU VOZ EN LOS ANGELES	

### **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/ White & Case LLP
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:	10/20/2021

**Total Attachments: 4** 

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### FIRST-LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This FIRST-LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated as of October 19, 2021 (this "Supplement"), is entered into by the signatories hereto (each, a "Grantor" and collectively, the "Grantors") in favor of GOLDMAN SACHS LENDING PARTNERS LLC, 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, as further amended as of June 24, 2020 and as further amended as of July 7, 2021 (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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# UNIVISION COMMUNICATIONS INC.

By: Robert Entivistle

Name: Robert Entwistle

Title: Senior Vice President and Chief Accounting Officer

# SCHEDULE I

MARK	SERVICES	APP. NO.	REG. NO.
CAMINO AL EXITO	41 Int. Entertainment services, namely, providing an ongoing television and online program in the field of sports	88620409	6092574
2 10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	41 Int. Entertainment in the nature of an ongoing audio program featuring stories about the paranormal, unexplained phenomena, mysticism, the occult, past lives, conspiracy theories, different dimensions, and time travel.	90071702	6239766
GRACIAS AL DEPORTE	41 Int. Entertainment services, namely, providing an ongoing television program in the field of sports to promote interest, excellence and sportsmanship	88369293	6038532
TU VOZ EN LOS ANGELES	38 Int. Radio broadcasting services 41 Int. Entertainment services, namely, providing an ongoing radio program concerning current events, news, and music	88638836	6092625

Schedule I-1

271558167v.4

**RECORDED: 10/20/2021**