

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM682476

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First-Lien Trademark Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Univision Digital IP Holdings, LLC		10/19/2021	Limited Liability Company: 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: 8			
Property Type	Number	Word Mark	
Registration Number:	2596997	BATANGA	
Registration Number:	5280151	VIX	
Registration Number:	5617212	MOOVIMEX	
Serial Number:	90608018	UNIVISION CONTIGO	
Registration Number:	5016956	LATIN EVERYWHERE	
Registration Number:	5628016	PONGALO	
Registration Number:	5812965	PONGALO NOVELACLUB	
Serial Number:	90589249	EL GUACAMOLE MIX	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
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		

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SIGNATURE:	/Kate Andes/
DATE SIGNED:	10/20/2021
Total Attachments: 6 source=Trademark Security Agreement Supplement - Credit Facility - Univision Digital IP Holdings#page1.tif source=Trademark Security Agreement Supplement - Credit Facility - Univision Digital IP Holdings#page2.tif source=Trademark Security Agreement Supplement - Credit Facility - Univision Digital IP Holdings#page3.tif source=Trademark Security Agreement Supplement - Credit Facility - Univision Digital IP Holdings#page4.tif source=Trademark Security Agreement Supplement - Credit Facility - Univision Digital IP Holdings#page5.tif source=Trademark Security Agreement Supplement - Credit Facility - Univision Digital IP Holdings#page6.tif	

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 “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: Robert Entwistle

Name: Robert Entwistle

Title: Senior Vice President and
Chief Accounting Officer

SCHEDULE I

MARK	SERVICES	APP. NO.	REG. NO.
BATANGA	Class 38: 24 hour broadcasting of alternative Hispanic music over global computer networks Class 41: Providing news and information about music and musical artists over global computer networks.	76094239	2596997
	41 Int. Entertainment services, namely, radio programs delivered over the air and online in the field of music, celebrity news, and current events.	90589249	Pending
UNIVISION CONTIGO	41 Int. Education and entertainment, namely, ongoing television public service announcements in the fields of education, health, personal finance, and political participation, distributed over broadcast, cable and satellite television; providing a website featuring non-downloadable videos in the fields of education, health, personal finance, and political participation; providing a website featuring information about education.	90608018	Pending
VIX	Class 35: Dissemination of advertising matter for others via the Internet, providing news and information about politics via the Internet; Class 41: Providing news and information about entertainment via the Internet.	87301747	5280151
MOOVIMEX	Class-38 Broadcasting of video and audio programming over the Internet; Broadcasting services and provision of telecommunication access to video and audio content provided via a video on demand service via the Internet; Broadcasting services and provision of telecommunication access to films and television programmes provided via a video on demand service; Streaming of audio and video tethered downloads; Streaming of audio material on the Internet; Streaming of audio, visual and audiovisual material via a global computer network; Streaming of video material on the Internet; Video broadcasting; Video broadcasting and transmission services via the Internet, featuring films and movies; Video broadcasting services over the Internet or other communications network featuring the uploaded, posted and tagged videos of others; Video broadcasting services over the Internet or other communications network, namely, electronically transmitting video clips; Video broadcasting services via the Internet; Audio and video broadcasting services over the Internet; Electronic transmission and streaming of digital media content for others via global and local computer networks; Electronic transmission of voice, data and images by television and videobroadcasting	87882295	5617212
LATIN EVERYWHERE	Class 38 - Streaming of video material on the Internet; Videobroadcasting services via the Internet	86847266	5016956

MARK	SERVICES	APP. NO.	REG. NO.
PONGALO	<p>Class-38. Broadcast communication services, namely, transmitting e mails, faxes, text messages and telephone voice messages to designated recipients for others; Broadcast of cable television programmes; Broadcast of information by means of television; Broadcast of radio programmes; Broadcast transmission by satellite; Broadcasting of cable television programmes; Broadcasting of programmes via the internet; Broadcasting of radio and television programmes; Broadcasting of radio programmes; Broadcasting of radio programs; Broadcasting of teleshopping programmes; Broadcasting of television programmes; Broadcasting of video and audio programming over the Internet; Broadcasting programs via a global computer network; Broadcasting services and provision of telecommunication access to films and television programmes provided via a video on demand service; Broadcasting services and provision of telecommunication access to video and audio content provided via a video on demand service via the Internet; Broadcasting services, namely, transmission of advertising programs and media advertising communications via digital communications networks; Audio and video broadcasting services over the Internet; Cable radio broadcasting; Cable television broadcasting; Cable television broadcasting services; Electronic transmission of voice, data and images by television and video broadcasting; Internet broadcasting services; Internet radio broadcasting services; Leasing of radio and television broadcasting facilities; Radio broadcasting consultation; Radio broadcasting information; Radio broadcasting of information and other programs; Radio and television broadcasting services; Radio and television programme broadcasting; Radio program broadcasting; Radio programme broadcasting; Satellite television broadcasting; Satellite transmission services, television and radio broadcasting services; Simulcasting broadcast television over global communication networks, the Internet and wireless networks; Subscription television broadcasting; Television broadcasting consultation; Television broadcasting information; Television and radio broadcasting services; Television programme broadcasting; Television programme broadcasting via cable; Video broadcasting and transmission services via the Internet, featuring films and movies; Video broadcasting services over the Internet or other communications network featuring the uploaded, posted and tagged videos of others; Video broadcasting services over the Internet or other communications network, namely, electronically transmitting video clips; Video broadcasting services</p>	88060223	5628016

MARK	SERVICES	APP. NO.	REG. NO.
PONGALO NOVELACLUB	Class-38 Streaming of audio and video tethered downloads; Streaming of audio, visual and audiovisual material via a global computer network; Streaming of data; Streaming of audiovisual material on the Internet; Broadcast of cable television programmes; Broadcasting programs via a global computer network; Broadcasting services, namely, transmission of advertising programs and media advertising communications via digital communications networks; Cable television transmission; Communication via fibre optic networks; Communication via optical fibre networks; Communications by cellular phones; Communications services, namely, transmitting streamed sound and audiovisual recordings via the Internet; Computer aided transmission of messages and images; Electronic data transmission; Electronic exchange of data stored in databases accessible via telecommunication networks; Electronic transmission and streaming of digital media content for others via global and local computer networks; Information transmission services viadigital networks; Mobile media services in the nature of electronic transmission of entertainment media content; Radio broadcasting of information and other programs; Radio communications; Radio program broadcasting; Radio programme broadcasting; Satellite transmission services, television and radio broadcasting services; Streaming of audio material on the Internet; Streaming of video material on the Internet; Television broadcasting consultation; Television broadcasting information; Television programme broadcasting via cable; Transfer of data by telecommunication; Transfer of data by telecommunications; Transmission and delivery of audiovisual works via electronic transmission; Transmission ofinteractive television program guides; Transmission of messages over electronic media; Transmission of stock market information with the help of telecommunication media; Video streaming services via the Internet, featuring independent filmsand movies; Video broadcasting; Video broadcasting services over the Internet or other communications network featuring the uploaded, posted and tagged videos of others; Video on demand transmissions; Video on demand transmission services; Video on demand transmission services via theInternet	88254402	5812965