

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689127

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		11/17/2021	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: 3			
Property Type	Number	Word Mark	
Serial Number:	97049653	TUTV	
Serial Number:	97038985	UFORIA ICONOS	
Serial Number:	97038970	UFORIA ICONS	
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		
SIGNATURE:	/Kate Andes/		
DATE SIGNED:	11/18/2021		
Total Attachments: 4			
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FIRST-LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This FIRST-LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated as of November 17, 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.

[Remainder of this page intentionally left blank]

UNIVISION DIGITAL IP HOLDINGS, LLC

Robert Entwistle

By: _____

Name: Robert Entwistle

Title: Senior Vice President and
Chief Accounting Officer

SCHEDULE I

MARK	SERVICES	APP. NO.	REG. NO.
TUTV	09 Int. Downloadable computer software for use in streaming video on demand audiovisual content. 38 Int. Streaming of video on demand audiovisual content. 41 Int. Providing non-downloadable audio-visual content in the nature of news reports, sports matches, variety programs, interview programs, comedy programs and motion pictures, dramatic programs and motion pictures, action programs and motion pictures, documentary programs and motion pictures, and animated programs and motion pictures, all of the foregoing via a video-on-demand service.	97049653	Pending
UFORIA ICONOS	41 Int. Entertainment services, namely, providing podcasts in the field of music and music artists.	97038985	Pending
UFORIA ICONS	41 Int. Entertainment services, namely, providing podcasts in the field of music and music artists.	97038970	Pending