

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705706

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First-Lien Trademark Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TU IP Co. 1, LLC		01/31/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Lending Partners LLC (successor in interest to Deutsche Bank AG New York Branch), as Collateral Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	5141932		
Registration Number:	6167101		
Registration Number:	5936983	EL CANAL DE LAS ESTRELLAS	
Registration Number:	4863927	LA DUEÑA	
Registration Number:	5543393	LAS ESTRELLAS	
Registration Number:	4833808	YO NO CREO EN LOS HOMBRES	
Registration Number:	5169573	BLIM	
Registration Number:	4068453	MARIA MERCEDES	
Registration Number:	4049435	LA DUEÑA	
Registration Number:	4049436	ROSA SALVAJE	
Registration Number:	4150270	MARIMAR	
Registration Number:	4194434	LA MENTIRA	
Registration Number:	5071403	BLIM	
Serial Number:	97091597	SIEMPRE EN DOMINGO	
Registration Number:	5532629		
Registration Number:	4439069	TELEVISA	
Registration Number:	2408822	TELEVISA	
Registration Number:	1078093	O	

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Property Type	Number	Word Mark
Registration Number:	2597596	TELEVISA
Registration Number:	2726440	
Registration Number:	2692233	TELEVISA
Registration Number:	2685696	
Registration Number:	2680215	TELEVISA

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: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, Suite 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1104031-0446-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	01/31/2022

Total Attachments: 6

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FIRST-LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This FIRST-LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated as of January 31, 2022 (this "Supplement"), is entered into by the signatory hereto (the "Grantor") in favor of GOLDMAN SACHS LENDING PARTNERS LLC (successor in interest to Deutsche Bank AG New York Branch), as Collateral Agent (in such capacity and together with any successors, the "Collateral Agent"), for the benefit of the Additional First-Lien Secured Parties.

Reference is made to the Collateral Agreement dated as of July 9 2009 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Univision Communications Inc., a Delaware corporation (the "Company"), certain subsidiaries of the Company and the Collateral Agent. The Company and certain subsidiaries of the Company have jointly and severally guaranteed on a senior secured basis to the Additional First-Lien Secured Parties the payment when due of all Additional First-Lien Obligations subject to the terms and conditions set forth in the relevant Additional First-Lien Agreement or the Indenture, as the case may be. Consistent with the requirements of the Indenture and pursuant to and in accordance with Section 3.01(c) and Section 3.02(b) of the Collateral Agreement, the parties entered into that certain First-Lien Trademark Security Agreement dated as of July 9, 2009 (the "Trademark Security Agreement"). Pursuant to the Collateral Agreement, the parties agreed to supplement the Trademark Security Agreement with any After-Acquired Intellectual Property. In accordance therewith, the Grantor hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Supplement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01 of the Collateral 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 Additional First-Lien Obligations, the Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Additional First-Lien 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 the Grantor and wherever located or in which the 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. *Collateral Agreement*. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement and the Trademark Security Agreement, and are subject to the terms of the Intercreditor Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

[Remainder of this page intentionally left blank]

TU IP CO. I, LLC


By: 

Name: Robert Entwistle

Title: Senior Vice President, Chief Accounting
Officer

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

GOLDMAN SACHS LENDING PARTNERS LLC

By: 
Name: Thomas Manning
Title: Authorized Signatory

SCHEDULE I

Name	Owner	Application Number	Registration Number	Status
DESIGN (El canal de las estrellas logo)	TU IP Co. 1, LLC	87168137	5141932	Registered
DESIGN (El canal de las estrellas logo)	TU IP Co. 1, LLC	88587537	6167101	Registered
EL CANAL DE LAS ESTRELLAS	TU IP Co. 1, LLC	88449633	5936983	Registered
LA DUEÑA	TU IP Co. 1, LLC	86250050	4863927	Registered
LAS ESTRELLAS	TU IP Co. 1, LLC	87097698	5543393	Registered
YO NO CREO EN LOS HOMBRES	TU IP Co. 1, LLC	86977127	4833808	Registered
BLIM	TU IP Co. 1, LLC	86926312	5169573	Registered
MARIA MERCEDES	TU IP Co. 1, LLC	85161680	4068453	Registered
LA DUEÑA	TU IP Co. 1, LLC	85975738	4049435	Registered
ROSA SALVAJE	TU IP Co. 1, LLC	85975739	4049436	Registered
MARIMAR	TU IP Co. 1, LLC	85479704	4150270	Registered
LA MENTIRA	TU IP Co. 1, LLC	85513677	4194434	Registered
BLIM	TU IP Co. 1, LLC	86785277	5071403	Registered
SIEMPRE EN DOMINGO	TU IP Co. 1, LLC	97091597	---	Pending
DESIGN (Televisa old logo)	TU IP Co. 1, LLC	86870494	5532629	Registered
TELEVISA	TU IP Co. 1, LLC	85850780	4439069	Registered

Name	Owner	Application Number	Registration Number	Status
TELEVISA	TU IP Co. 1, LLC	75898897	2408822	Registered
INNOMINADA (TELEVISA)	TU IP Co. 1, LLC	79200454	5477591	Registered
INNOMINADA (TELEVISA)	TU IP Co. 1, LLC	73116112	1078093	Registered
TELEVISA	TU IP Co. 1, LLC	76237707	2597596	Registered
INNOMINADA (TELEVISA)	TU IP Co. 1, LLC	76244100	2726440	Registered
TELEVISA	TU IP Co. 1, LLC	76244231	2692233	Registered
INNOMINADA (TELEVISA)	TU IP Co. 1, LLC	76323621	2685696	Registered
TELEVISA	TU IP Co. 1, LLC	76323622	2680215	Registered

Schedule I – 2