

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM755030

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cine Latino, Inc.		09/13/2022	Corporation: DELAWARE
HMTV Pasiones US, LLC		09/13/2022	Limited Liability Company: DELAWARE
Televicentro of Puerto Rico, LLC		09/13/2022	Limited Liability Company: DELAWARE
WAPA America, Inc.		09/13/2022	Corporation: DELAWARE
WAPA Holdings, LLC		09/13/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Collateral Agent		
<b>Street Address:</b>	1525 W WT Harris Blvd.		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28262		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 28</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4622718	CINE LATINO	
<b>Registration Number:</b>	3670099	PASIONES	
<b>Registration Number:</b>	5017429	PASIONES	
<b>Registration Number:</b>	5017432	PASIONES	
<b>Registration Number:</b>	5021671	PASIONES	
<b>Registration Number:</b>	5021676	PASIONES	
<b>Registration Number:</b>	5297138	PASIONES	
<b>Registration Number:</b>	5297139	PASIONES	
<b>Registration Number:</b>	5551217	PASIONES	
<b>Registration Number:</b>	4212880	WAPA	
<b>Registration Number:</b>	4353229	WAPA	
<b>Registration Number:</b>	4434988	WAPA AMERICA	
<b>Registration Number:</b>	4513395	WAPA AMERICA	

OP \$715.00 4622718

Property Type	Number	Word Mark
Serial Number:	97293693	WAPA DEPORTES
Registration Number:	3108724	WAPA-AMERICA
Serial Number:	90881381	¡VIVA LA TARDE!
Registration Number:	6073292	GUERREROS COBRA VS. LEONES
Registration Number:	6032737	GUERREROS HOMBRES VS. MUJERES
Registration Number:	6023421	GUERREROS
Registration Number:	4699707	EL TIEMPO ES ORO
Registration Number:	5193721	GANA CON GANAS
Registration Number:	4647366	NOTICENTRO
Registration Number:	4677200	NOTICENTRO
Registration Number:	4338790	NOTICENTRO
Registration Number:	4500563	GANA DINERO AL INSTANTE
Registration Number:	4433943	LO SÉ TODO
Registration Number:	4349504	PEGATE AL MEDIODIA
Registration Number:	4468692	SUPER XCLUSIVO

#### CORRESPONDENCE DATA

**Fax Number:** 8009144240

*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:** 800-713-0755

**Email:** Michael.Violet@wolterskluwer.com

**Correspondent Name:** CT Corporation

**Address Line 1:** 4400 Easton Commons Way

**Address Line 2:** Suite 125

**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Doris Ka
<b>SIGNATURE:</b>	/Doris Ka/
<b>DATE SIGNED:</b>	09/13/2022

#### Total Attachments: 9

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## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

1. Cine Latino, Inc.  
Corporation - Delaware, USA
2. HMTV Pasiones US, LLC  
Limited Liability Company - Delaware, USA
3. Televiscentro of Puerto Rico, LLC  
Limited Liability Company - Delaware, USA
4. WAPA America, Inc.  
Corporation - Delaware, USA
5. WAPA Holdings, LLC  
Limited Liability Company - Delaware, USA

Additional names of conveying parties attached? ☐ Yes ☒ No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) September 13, 2022

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Wells Fargo Bank, National Association,  
as Collateral Agent

Street Address: 1525 W WT Harris Blvd.

City: Charlotte

State: NC

Country: USA Zip: 28262

- ☐ Individual(s) Citizenship \_\_\_\_\_  
☐ Association Citizenship \_\_\_\_\_  
☐ Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☒ Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text  
see attached Schedule A

B. Trademark Registration No.(s)  
see attached Schedule A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: Project Corazon (91350.0344)

Email Address: dka@cahill.com

### 6. Total number of applications and registrations involved:

28

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- ☐ Authorized to be charged to deposit account  
☐ Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:

Doris Ka

Signature

September 13, 2022

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 007846 FRAME: 0252

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of September 13, 2022, is made by Cine Latino, Inc., a Delaware corporation (“**Cine Latino**”), HMTV Pasiones US, LLC, a Delaware limited liability company (“**HMTV Pasiones**”), Televiscentro of Puerto Rico, LLC, a Delaware limited liability company (“**Televiscentro**”), WAPA America, Inc., a Delaware corporation (“**WAPA America**”) and WAPA Holdings, LLC, a Delaware limited liability company (“**WAPA Holdings**” and, together with Cine Latino, HMTV Pasiones, Televiscentro and WAPA America, the “**Grantors**” and each, a “**Grantor**”), in favor of Wells Fargo Bank, National Association, as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of September 13, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among each Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

Section 2. Grant of Security. As security for the payment (howsoever created arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing or due or to become due) or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of such Grantor’s right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the “**Trademark Collateral**”); *provided that* “**Trademark Collateral**” shall not include and the Security Interest shall not attach to any Excluded Asset as provided in the Security Agreement, including any “intent-to-use” Trademark application prior to the filing and acceptance of a “**Statement of Use**” pursuant to Section 1(d) of the Lanham Act or an “**Amendment to Allege Use**” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

Section 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

Section 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken

together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement. Section 11.12 of the Credit Agreement is incorporated by reference herein, *mutatis mutandis*.

Section 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIM CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON OR ARISING OUT OF OR RELATING TO THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

Section 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

CINE LATINO, INC.  
HMTV PASIONES US, LLC  
TELEVINCETRO OF PUERTO RICO, LLC  
WAPA HOLDINGS, LLC  
WAPA AMERICA, INC.

By: \_\_\_\_\_

Name: Alan J. Sokol

Title: President

Accepted and Agreed:

Wells Fargo Bank, National Association, as Collateral Agent

By: \_\_\_\_\_

Name:

Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 007846 FRAME: 0255

Accepted and Agreed:





WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent

By: *Daniel Kurtz*  
Name: Daniel Kurtz  
Title: Director

[SIGNATURE PAGE TO TRADEMARK AGREEMENT SUPPLEMENT]

PROJECT CORAZON  
**TRADEMARK**  
**REEL: 007846 FRAME: 0256**

SCHEDULE A

Mark	Country/ Territory	Serial No. / Filing Date	Reg. No/ Reg. Date	Owner
CINE LATINO	United States	86115601 11-NOV-2013	4622718 14-OCT-2014	Cine Latino, Inc.
PASIONES	United States	77319666 02-NOV-2007	3670099 18-AUG-2009	HMTV Pasioness US, LLC
PASIONES 	United States	86860089 29-DEC-2015	5017429 09-AUG-2016	HMTV Pasioness US, LLC
PASIONES	United States	86860124 29-DEC-2015	5017432 09-AUG-2016	HMTV Pasioness US, LLC
PASIONES 	United States	86860137 29-DEC-2015	5021671 16-AUG-2016	HMTV Pasioness US, LLC
PASIONES 	United States	86860183 29-DEC-2015	5021676 16-AUG-2016	HMTV Pasioness US, LLC
PASIONES 	United States	86860157 29-DEC-2015	5297138 26-SEP-2017	HMTV Pasioness US, LLC
PASIONES 	United States	86860195 29-DEC-2015	5297139 26-SEP-2017	HMTV Pasioness US, LLC

Schedule A-1  
to Trademark Security Agreement



Mark	Country/ Territory	Serial No. / Filing Date	Reg. No/ Reg. Date	Owner
PASIONES 	United States	86860207 29-DEC-2015	5551217 28-AUG-2018	HMTV Pasiones US, LLC
WAPA 	United States	85460401 31-OCT-2011	4212880 25-SEP-2012	Televiscentro of Puerto Rico, LLC
WAPA	United States	85743689 02-OCT-2012	4353229 18-JUN-2013	Televiscentro of Puerto Rico, LLC
WAPA AMERICA	United States	85743861 02-OCT-2012	4434988 19-NOV-2013	Televiscentro of Puerto Rico, LLC
WAPA AMERICA 	United States	85830400 23-JAN-2013	4513395 15-APR-2014	WAPA Holdings, LLC
WAPA DEPORTES	United States	97293693 03-MAR-2022		Televiscentro of Puerto Rico LLC
WAPA-AMERICA	United States	78473358 25-AUG-2004	3108724 27-JUN-2006	WAPA America, Inc.
WAPA	Puerto Rico	200087-25-0 03-OCT-2012	201846 03-OCT-2012	Televiscentro of Puerto Rico, LLC
WAPA	Puerto Rico	200087-38-1 03-OCT-2012	201847 03-OCT-2012	Televiscentro of Puerto Rico, LLC
WAPA	Puerto Rico	200087-41-1 03-OCT-2012	202155 03-OCT-2012	Televiscentro of Puerto Rico, LLC
WAPA (design) 	Puerto Rico	78355 24-OCT-2011	203273 24-OCT-2011	Televiscentro of Puerto Rico, LLC
WAPA (design) 	Puerto Rico	78363 24-OCT-2011	206979 24-OCT-2011	Televiscentro of Puerto Rico
WAPA AMERICA 	Puerto Rico	200095-38-1 03-OCT-2012	203693 03-OCT-2012	Televiscentro of Puerto Rico, LLC
WAPA AMERICA 	Puerto Rico	200095-41-1 03-OCT-2012	205808 03-OCT-2012	Televiscentro of Puerto Rico, LLC

Schedule A-2  
to Trademark Security Agreement

Mark	Country/ Territory	Serial No. / Filing Date	Reg. No/ Reg. Date	Owner
VIVA LA TARDE!	United States	90881381 08/13/2021		Televicentro of Puerto Rico, LLC
GUERREROS COBRA VS. LEONES 	United States	88602643 09/03/2019	6073292 06/09/2020	Televicentro of Puerto Rico, LLC
GUERREROS HOMBRES VS. MUJERES 	United States	88602586 09/03/2019	6032737 04/14/2020	Televicentro of Puerto Rico, LLC
GUERREROS	United States	88602397 09/03/2019	6023421 03/31/2020	Televicentro of Puerto Rico, LLC
EL TIEMPO ES ORO	United States	86354819 08/01/2014	4699707 03/10/2015	Televicentro of Puerto Rico, LLC
GANA CON GANAS 	United States	86550855 03/02/2015	5193721 05/02/2017	Televicentro of Puerto Rico, LLC
NOTICENTRO	United States	85755177 10/16/2012	4647366 12/02/2014	Televicentro of Puerto Rico, LLC
NOTICENTRO 	United States	85795620 12/05/2012	4677200 01/27/2015	Televicentro of Puerto Rico, LLC
NOTICENTRO	United States	85755256 10/16/2012	4338790 05/21/2013	Televicentro of Puerto Rico, LLC
GANA DINERO AL INSTANTE	United States	85846502 02/11/2013	4500563 03/25/2014	Televicentro of Puerto Rico, LLC
LO SE TODO	United States	85829124 01/22/2013	4433943 11/12/2013	Televicentro of Puerto Rico, LLC

Schedule A-3  
to Trademark Security Agreement

Mark	Country/ Territory	Serial No. / Filing Date	Reg. No/ Reg. Date	Owner
PEGATE AL MEDIODIA	United States	85741565 09/28/2012	4349504 06/11/2013	Televicentro of Puerto Rico, LLC
SUPER XCLUSIVO	United States	85741083 09/28/2012	4468692 01/21/2014	Televicentro of Puerto Rico, LLC

Schedule A-4  
to Trademark Security Agreement