# OP \$315.00 5017432

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM755209

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release (Reel 6005 / Frame 0760)

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		09/13/2022	Bank: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	HMTV Pasiones US, LLC
Street Address:	2000 Ponce de Leon Blvd., Suite 500
City:	Coral Gables
State/Country:	FLORIDA
Postal Code:	33134
Entity Type:	Limited Liability Company: DELAWARE
Name:	Televicentro of Puerto Rico, LLC
Street Address:	2000 Ponce de Leon Blvd., Suite 500
City:	Coral Gables
State/Country:	FLORIDA
Postal Code:	33134
Entity Type:	Limited Liability Company: DELAWARE

### **PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark	
Registration Number:	5017432	PASIONES	
Registration Number:	5017429	PASIONES	
Registration Number:	5021671	PASIONES	
Registration Number:	5297138	PASIONES	
Registration Number:	5021676	PASIONES	
Registration Number:	5297139	PASIONES	
Registration Number:	5551217	PASIONES	
Registration Number:	4793251	¡VIVA LA TARDE!	
Registration Number:	4772778	CANTA Y GANA	
Registration Number:	4699707	EL TIEMPO ES ORO	
Registration Number:	5193721	GANA CON GANAS	
Registration Number:	4777160	NOTICENTRO AMERICA	

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### **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

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	09/14/2022

### **Total Attachments: 7**

source=JPM.HMTV Pasiones US et al Trademark Release#page1.tif source=JPM.HMTV Pasiones US et al Trademark Release#page2.tif source=JPM.HMTV Pasiones US et al Trademark Release#page3.tif source=JPM.HMTV Pasiones US et al Trademark Release#page4.tif source=JPM.HMTV Pasiones US et al Trademark Release#page5.tif source=JPM.HMTV Pasiones US et al Trademark Release#page6.tif source=JPM.HMTV Pasiones US et al Trademark Release#page7.tif

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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):	2. Name and address of receiving party(ies)					
	Additional names, addresses, or citizenship attached?					
JPMorgan Chase Bank, N.A.	1. HMTV Pasiones US, LLC					
	Limited Liability Company -Delaware, USA					
Individual(s) Association	2. Televicentro of Puerto Rico, LLC					
Partnership Limited Partnership	Limited Liability Company -Delaware, USA					
Corporation- State:	Address:					
X Other Bank	2000 Ponce de Leon Blvd., Suite 500 Coral Gables, FL 33134, USA					
Citizenship (see guidelines) USA	Individual(s) Citizenship					
Additional names of conveying parties attached? Yes No						
3. Nature of conveyance/Execution Date(s):	Partnership Citizenship					
Execution Date(s) September 13, 2022	Limited Partnership Citizenship					
	Corporation Citizenship					
Assignment Merger	Other Citizenship					
Security Agreement Change of Name	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No					
Other Release (Reel 6005 / Frame 0760)	Designations must be a separate document from assignment)					
4. Application number(s) or registration number(s) and	1 · · · · · · · · · · · · · · · · · · ·					
A. Trademark Application No.(s) Text	B. Trademark Registration No.(s) see attached Schedule A					
C. Identification or Description of Trademark(s) (and Filing	Additional sheet(s) attached? X Yes No  Date if Application or Registration Number is unknown):					
g .						
5. Name & address of party to whom correspondence	6. Total number of applications and					
concerning document should be mailed: Name: Doris Ka - Senior Paralegal (Intellectual Property)	registrations involved:					
Internal Address: Cahill Gordon & Reindel LLP	<b>7. Total fee</b> (37 CFR 2.6(b)(6) & 3.41) \$					
Street Address: 32 Old Slip	Authorized to be charged to deposit account					
	Enclosed					
City: New York	8. Payment Information:					
State: NY Zip: 10005						
Phone Number: (212) 701-3569	Day as the Associate Nivershop					
Docket Number: Hemisphere (57320.1042)	Deposit Account Number					
Email Address: dka@cahill.com	Authorized User Name					
9. Signature: Doris Ka	September 13, 2022					
Signature	Date					
Doris Ka	Total number of pages includingcover sheet, attachments, and document:					
Name of Person Signing	snoot, attaonments, and accument.					

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

### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of September 13, 2022 (the "Effective Date"), is made by JPMorgan Chase Bank, N.A., in its capacity as Collateral Agent (the "Agent"), in favor of the grantor parties identified on the signature pages hereto (the "Grantors").

WHEREAS, pursuant to that certain Security Agreement, dated as of July 30, 2013, by and among the Agent as successor to Deutsche Bank AG New York Branch (the "Original Agent"), the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantors granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Trademark Security Agreement Supplement, dated as of March 6, 2017 (the "<u>Trademark Security Agreement Supplement</u>") and recorded with the United States Patent and Trademark Office on March 9, 2017 at Reel/Frame 6005/0760;

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

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement Supplement, as applicable.
- 2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the trademark registrations and applications set forth on Schedule A ("Released Trademark Collateral") attached hereto, arising under the Security Agreement and the Trademark Security Agreement Supplement. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Trademark Security Agreement Supplement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.
- 3. <u>Termination</u>. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement Supplement.
- 4. <u>Further Assurances</u>. The Agent agrees to take all further actions, and provide to the Grantors and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 5. <u>Limitation</u>. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Security Agreement or the Trademark Security Agreement Supplement. The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreement and the Trademark Security Agreement Supplement with respect to all such other collateral, and the Agent's security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

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6. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

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JPMorgan Chase Bank, N.A., acting in its capacity as collateral agent for the Lenders

Name: James A. Knight

Title: Executive Director

### **GRANTORS:**

HMTV Pasiones US, LLC

By: 10 JV

Name: Alan J. Sokol

Title: President

Televicentro of Puerto Rico, LLC

By: //( )//

Name: Alan J. Sokol

Title: President

[Signature Page - Pasiones IP Release]

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# SCHEDULE A

### **Trademarks:**

\* 03/09/2017 JPMorgan Chase Bank, N.A. trademark security agreement at Reel 6005 / Frame 0760

	7/2017 JI Worgan Chase Dank, N.A. trademark security			Filing		
	Owner	Trademark	Serial No.	Date	Reg. No.	Reg. Date
1.	HMTV Pasiones	PASIONES	86860124	12/29/201	5017432	08/09/2016
1.		FASIONES	00000124		3017432	06/09/2010
	US, LLC	DACIONIEC 9 Decision	86860089	5 12/29/201	5017429	08/09/2016
2.	HMTV Pasiones	PASIONES & Design	80800089		3017429	08/09/2016
	US, LLC	- 0		5		
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3.	HMTV Pasiones	PASIONES & Design	86860137	12/29/201	5021671	08/16/2016
	US, LLC	1113131123 00 2 001811		5		00,10,2010
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4.	HMTV Pasiones	PASIONES & Design	86860157	12/29/201	5297138	09/26/2017
	US, LLC	25 T		5		
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5.	HMTV Pasiones	PASIONES & Design	86860183	12/29/201	5021676	08/16/2016
	US, LLC	_		5		
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	III (TT) / D	DAGIONEG O D	06060105	12/20/201	5207120	00/06/0017
6.	HMTV Pasiones	PASIONES & Design	86860195	12/29/201	5297139	09/26/2017
	US, LLC	w :		5		
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7.	HMTV Pasiones	PASIONES & Design	86860207	12/29/201	5551217	08/28/2018
	US, LLC	1		5		
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			a	Filing		
	Owner	Trademark	Serial No.	Date	Reg. No.	Reg. Date
8.	Televicentro of	¡VIVA LA TARDE! &	86361212	08/08/201	4793251	08/08/2014
	Puerto Rico, LLC	Design		4		
9.	Televicentro of	CANTA Y GANA	96450492	11/19/201	4772778	07/14/2015
ا ک		CANTA I UANA	86459483	11/19/201   4	4//2//8	07/14/2015
10	Puerto Rico, LLC	EL TIEMPO ES ODO	0.625.4010	· .	4600707	02/10/2015
10.	Televicentro of	EL TIEMPO ES ORO	86354819	08/01/201	4699707	03/10/2015
	Puerto Rico, LLC			4		
11.	Televicentro of	GANA CON GANAS	86550855	03/02/201	5193721	05/02/2017
	Puerto Rico, LLC	& Design		5		
12.	Televicentro of	NOTICENTRO	86471744	12/04/201	4777160	07/21/2015
	Puerto Rico, LLC	AMERICA & Design		4		
		Mental files				

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