

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM802801

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		04/13/2023	Limited Liability Company: DELAWARE
Univision Communications Inc.		04/13/2023	Corporation: 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: 4			
Property Type	Number	Word Mark	
Serial Number:	97736771	BLIM	
Serial Number:	97735880	LA MENTIRA	
Serial Number:	90708701	UNIVISIONARIOS	
Serial Number:	88220175	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:	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:	1107993-0222-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	04/13/2023		

CH \$115.00 97736771

Total Attachments: 5

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FIRST-LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This FIRST-LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated as of April 13, 2023 (this “Supplement”), is entered into by each signatory hereto (each, a “Grantor”) in favor of GOLDMAN SACHS LENDING PARTNERS LLC, as First-Lien Collateral Agent (the “First-Lien Collateral Agent”) for the First-Lien Secured Parties.

Reference is made to the First-Lien Guarantee and Collateral Agreement dated as of January 31, 2022 (as 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., a Delaware corporation (“Holdings”), the subsidiaries of the Borrower party thereto and the First-Lien Collateral Agent. The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of January 31, 2022 and as amended as of June 24, 2022 (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(b) and Section 3.02(b) of the Security Agreement, the parties entered into that certain First-Lien Trademark Security Agreement, dated as of January 31, 2022 (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, each Grantor hereto agrees 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 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 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]

IN WITNESS WHEREOF, the parties hereto have duly executed this Supplement as of the day and year first above written.

TU IP CO. 1, LLC
UNIVISION COMMUNICATIONS INC.

By: Veronica Rodriguez
Name: Veronica Rodriguez
Title: Assistant Secretary

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

TRADEMARK
REEL: 008041 FRAME: 0699

GOLDMAN SACHS LENDING PARTNERS LLC

MR

By: _____

Name: Maria Riaz

Title: Authorized Signatory

SCHEDULE I

Mark	Owner	Application Number	Registration Number	Status
BLIM	TU IP CO. 1, LLC	97736771	-	Pending
LA MENTIRA	TU IP CO. 1, LLC	97735880	-	Pending
UNIVISIONARIOS	Univision Communications Inc.	90708701	-	Pending
EL GUACAMOLE MIX	Univision Communications Inc.	88220175	-	Pending