

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM863341

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST-LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UNIVISION COMMUNICATIONS INC.		12/18/2023	Corporation: DELAWARE
TU IP CO. 1, LLC		12/18/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS LENDING PARTNERS LLC (SUCCESSOR IN INTEREST TO DEUTSCHE BANK AG NEW YORK BRANCH)		
Street Address:	200 WEST STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	7226053	LÍNEA DE FUEGO	
Serial Number:	98251795	SALUD ES VIDA	
Serial Number:	98251792	ZONA FUTBOL	
Serial Number:	98200894	VOTA CONMIGO	
Serial Number:	98215615	HOGAR DULCE HOGAR	
Serial Number:	98247147	REPUBLICA DEPORTIVA	
Serial Number:	97266673	PARANORMAL CRIMES WHERE REASON MEETS ITS	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124552592		
Email:	ksolomon@stblaw.com		
Correspondent Name:	COURTNEY WELSHIMER, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		

CH \$190.00 7226053

ATTORNEY DOCKET NUMBER:	004877/0011
NAME OF SUBMITTER:	COURTNEY WELSHIMER
SIGNATURE:	/CW/
DATE SIGNED:	12/22/2023

Total Attachments: 5

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FIRST-LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This FIRST-LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated as of December 18, 2023 (this “Supplement”) is entered into by each signatory hereto (each, a “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, 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 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, each 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 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. *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. Each 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]

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

UNIVISION COMMUNICATIONS INC.

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

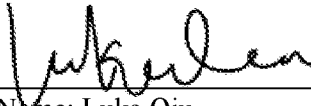
TU IP CO. 1, LLC

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

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

TRADEMARK
REEL: 008298 FRAME: 0944

GOLDMAN SACHS LENDING PARTNERS LLC

By: 
Name: Luke Qiu
Title: Authorized Signatory

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

TRADEMARK
REEL: 008298 FRAME: 0945

SCHEDULE I

Name	Owner	Application/ Registration Date	Serial/ Registration Number	Status
LÍNEA DE FUEGO	Univision Communications Inc.	11/21/2023	7226053	Registered
SALUD ES VIDA	Univision Communications Inc.	11/2/2023	98251795	Pending
ZONA FUTBOL	Univision Communications Inc.	11/2/2023	98251792	Pending
VOTA CONMIGO	Univision Communications Inc.	9/27/2023	98200894	Pending
HOGAR DULCE HOGAR	TU IP CO. 1, LLC	10/9/2023	98215615	Pending
REPUBLICA DEPORTIVA	Univision Communications Inc.	10/30/2023	98247147	Pending
PARANORMAL CRIMES WHERE REASON MEETS ITS LIMITS	Univision Communications Inc.	2/14/2022	97266673	Pending