## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM863369

**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	
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

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: 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

ATTORNEY DOCKET NUMBER:	002879/0002	
NAME OF SUBMITTER:	COURTNEY WELSHIMER	
SIGNATURE:	/CW/	
DATE SIGNED:	12/22/2023	

## **Total Attachments: 5**

source=Univision - Trademark Security Agreement Supplement (Credit Facility - March 2007) (Dec 2023)#page1.tif source=Univision - Trademark Security Agreement Supplement (Credit Facility - March 2007) (Dec 2023)#page2.tif source=Univision - Trademark Security Agreement Supplement (Credit Facility - March 2007) (Dec 2023)#page3.tif source=Univision - Trademark Security Agreement Supplement (Credit Facility - March 2007) (Dec 2023)#page4.tif source=Univision - Trademark Security Agreement Supplement (Credit Facility - March 2007) (Dec 2023)#page5.tif

#### 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, as First-Lien Collateral Agent (the "First-Lien Collateral Agent") for the Secured Parties.

Reference is made to the First-Lien Guarantee and Collateral Agreement dated as of March 29, 2007 and amended as of February 28, 2013 (as further 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., 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 March 29, 2007, as amended as of June 19, 2009, as amended and restated as of October 26, 2010, as amended as of August 21, 2012, as amended as of February 28, 2013, as amended as of May 29, 2013, as amended as of January 23, 2013, as amended as of February 17, 2017, as further amended as of March 15, 2017, as further amended as of June 24, 2020, as further amended as of July 7, 2021, as further amended as of June 24, 2022, as further amended as of June 22, 2023, as further amended as of June 30, 2023 and as further amended as of July 26, 2023 (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(c) and Section 3.02(b) of the Security Agreement, the parties entered into that certain First-Lien Trademark Security Agreement dated as of March 29, 2007 (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 each Grantor and wherever located or in which each Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "<u>Trademark Collateral"</u>):
  - (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, and are subject to the terms of the Intercreditor 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.

UNIVISION COMMUNICATIONS INC.

Ву:

Name: Veronica Rodriguez Title: Assistant Secretary

TU IP CO. 1, LLC

By:

Name: Veronica Rodriguez Title: Assistant Secretary

REEL: 008299 FRAME: 0128

GOLDMAN SACHS LENDING PARTNERS LLC

By:

Name: Luke Qiu

Title: Authorized Signatory

**REEL: 008299 FRAME: 0129** 

# 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

**RECORDED: 12/22/2023**