

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM870873

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DIRECTV, LLC		01/24/2024	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
Street Address:	Eleven Madison Avenue, 8th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	6958515	BEAM IT OR STREAM IT	
Registration Number:	7094443	D	
Registration Number:	6981865	D	
Registration Number:	7069439	DIRECTV	
Registration Number:	7134075	DIRECTV	
Registration Number:	7242710	DIRECTV	
Registration Number:	7165988	DIRECTV ADVERTISING	
Registration Number:	7165989	DIRECTV ADVERTISING	
Registration Number:	7203342	DIRECTV ADVERTISING	
Registration Number:	7127159	DIRECTV SPORTS PACK	
Registration Number:	7127198	DIRECTV SPORTS PACK	
Registration Number:	6654854	DIRECTV STREAM	
Registration Number:	7069440	DIRECTV STREAM	
Registration Number:	7158291	DIRECTV STREAM	
Registration Number:	7264061	GEMINI	
Registration Number:	6908187	GET YOUR TV TOGETHER	
Registration Number:	7044500	UNE TU TV	
CORRESPONDENCE DATA			

OP \$440.00 6958515

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
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SIGNATURE:	/Doris Ka/
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DATE SIGNED:	01/24/2024
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Total Attachments: 7

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- source=07. DTV - Trademark Security Agreement#page2.tif
- source=07. DTV - Trademark Security Agreement#page3.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):

DIRECTV, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Association
- Limited Partnership
- Other Limited Liability Company - California

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) January 24, 2024

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No
Credit Suisse AG, Cayman Islands Branch,

Name: as Collateral Agent

Street Address: Eleven Madison Avenue, 8th Floor

City: New York

State: NY

Country: US Zip: 10010

- 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 _____

B. Trademark Registration No.(s) _____
see attached Schedule I

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 Merlin 15370.1411 (Bank)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved: 17

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

January 24, 2024
Date

Doris Ka
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

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 SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of January 24, 2024, by and among DIRECTV, LLC, a California limited liability company (“Grantor”) and Credit Suisse AG, Cayman Islands Branch in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, Grantor is party to that certain Pledge and Security Agreement, dated as of August 2, 2021 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by Grantor and pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Collateral Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under (a) all Trademarks owned by or exclusively licensed to Grantor, including but not limited to the Trademarks listed on Schedule I attached hereto; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement, dilution or violation of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”). Notwithstanding the foregoing or anything herein to the contrary, in no event shall the “Trademark Collateral” include, or the security interests attach to, any Excluded Asset.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by Grantor to the Collateral Agent in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated 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 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge and deliver to Grantor an

instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words “delivery,” “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DIRECTV, LLC

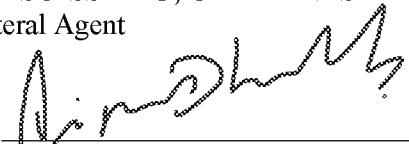
By: John Rutledge
Name: Johnathan Rutledge
Title: Senior Vice President and Treasurer

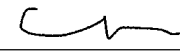
[Signature Page to Trademark Security Agreement (Credit Agreement)]

TRADEMARK
REEL: 008326 FRAME: 0155

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
as Collateral Agent

By: 
Name: Vipul Dhadda
Title: Authorized Signatory

By: 
Name: Cassandra Droogan
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Owner	Trademark Description	Serial No.	Filing Date	Registration No.	Registration Date
DIRECTV, LLC	BEAM IT OR STREAM IT	90661004	04/21/2021	6958515	01/17/2023
DIRECTV, LLC	D Design	90861012	08/02/2021	7094443	06/27/2023
DIRECTV, LLC	D Design	90867272	08/05/2021	6981865	02/14/2023
DIRECTV, LLC	DIRECTV & Design	90861029	08/02/2021	7069439	05/30/2023
DIRECTV, LLC	DIRECTV & Design	90867258	08/05/2021	7134075	08/08/2023
DIRECTV, LLC	DIRECTV & Design	97888676	04/14/2023	7242710	12/12/2023
DIRECTV, LLC	DIRECTV ADVERTISING	97378639	04/24/2022	7165988	09/12/2023
DIRECTV, LLC	DIRECTV ADVERTISING & Design	97378642	04/24/2022	7165989	09/12/2023
DIRECTV, LLC	DIRECTV ADVERTISING & Design	97378644	04/24/2022	7203342	10/24/2023
DIRECTV, LLC	DIRECTV SPORTS PACK	97532115	08/03/2022	7127159	08/01/2023
DIRECTV, LLC	DIRECTV SPORTS PACK	97560892	08/23/2022	7127198	08/01/2023
DIRECTV, LLC	DIRECTV STREAM	90236079	10/05/2020	6654854	02/22/2022
DIRECTV, LLC	DIRECTV STREAM & Design	90861041	08/02/2021	7069440	05/30/2023

Owner	Trademark Description	Serial No.	Filing Date	Registration No.	Registration Date
DIRECTV, LLC	DIRECTV STREAM & Design	90868745	08/06/2021	7158291	09/05/2023
DIRECTV, LLC	gemini & Design	97621902	10/06/2022	7264061	01/02/2024
DIRECTV, LLC	GET YOUR TV TOGETHER	90660977	04/21/2021	6908187	11/22/2022
DIRECTV, LLC	UNE TU TV	97043262	09/24/2021	7044500	05/02/2023