

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM418954

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Supplemental Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HMTV Pasiones US, LLC		03/06/2017	Limited Liability Company: DELAWARE
Televiscentro of Puerto Rico, LLC		03/06/2017	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Collateral Agent
<b>Street Address:</b>	10 South Dearborn, Floor 07
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	Association: UNITED STATES

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	5017429	PASIONES
Registration Number:	5017432	PASIONES
Registration Number:	5021671	PASIONES
Registration Number:	5021676	PASIONES
Serial Number:	86860157	PASIONES
Serial Number:	86860195	PASIONES
Serial Number:	86860207	PASIONES
Registration Number:	4699707	EL TIEMPO ES ORO
Registration Number:	4772778	CANTA Y GANA
Registration Number:	4777160	NOTICENTRO AMERICA
Registration Number:	4793251	¡VIVA LA TARDE!
Serial Number:	86550855	GANA CON GANAS

## 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

TRADEMARK

**Email:** Michael.Violet@wolterskluwer.com  
**Correspondent Name:** Michael Violet  
**Address Line 1:** 4400 Easton Commons Way  
**Address Line 2:** Suite 125  
**Address Line 4:** Columbus, OHIO 43219

**NAME OF SUBMITTER:** Elaine Carrera

**SIGNATURE:** /Elaine Carrera/

**DATE SIGNED:** 03/09/2017

**Total Attachments: 7**

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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):**

- 1. HMTV Pasiones US, LLC
- 2. Televiscentro of Puerto Rico, LLC

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other 1. LLC-DE; 2. LLC-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) March 6, 2017

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

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: JPMorgan Chase Bank, N.A., as Collateral Agent

Street Address: 10 South Dearborn, Floor 07

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship USA  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

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: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

12

**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:**

Elaine Carrera

Signature

March 8, 2017

Date

Elaine Carrera

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 SUPPLEMENT**

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “Supplement”) dated March 6, 2017, is made by HMTV Pasiones US, LLC, a Delaware limited liability company, and Televiscentro of Puerto Rico, LLC, a Delaware limited liability company, (each, a “Grantor”, and collectively, the “Grantors”), in favor of JPMorgan Chase Bank, N.A., as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement, dated as of July 30, 2013 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), by and among HEMISPHERE MEDIA HOLDINGS, LLC, a Delaware limited liability company (the “Lead Borrower”), INTERMEDIA ESPAÑOL, INC., a Delaware corporation (“WAPA PR” and, together with the Lead Borrower, the “Borrowers”), HMTV, LLC, a Delaware limited liability corporation (“Holdings”), the Lenders party thereto from time to time and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent, (ii) each Secured Hedging Agreement, and (iii) each agreement relating to Cash Management Services. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement, the Hedging Banks have agreed to enter into and/or maintain one or more Secured Hedging Agreements and the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedging Agreements or agreements relating to Cash Management Services, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedging Banks to enter into and/or maintain such Secured Hedging Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Cash Management Services, the Grantors have executed and delivered that certain Security Agreement dated July 30, 2013, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

Whereas, under the terms of the Security Agreement, each of the Grantors has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of each of the Grantors, and has agreed as a condition thereof to execute this Supplement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. Each of the Grantors hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in (i) all of the Grantors' right, title and interest in, to and under the trademark registrations and trademark applications (the "Trademarks"), including the Trademarks set forth on Schedule A attached hereto , (ii) all Proceeds (as such term is defined in the UCC as in effect in the State of New York) and products of the Trademarks, (iii) the goodwill of the businesses with which the Trademarks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same. In no event shall any security interest be granted in any "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein).

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by the Grantors under this Supplement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each of the Grantors authorizes and requests that the United States Patent and Trademark Office record this Supplement.

SECTION 5. Execution in Counterparts. This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Supplement by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 6. Security Agreement. This Supplement has been entered into in conjunction with the provisions of the Security Agreement. Each of the Grantors does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Supplement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 7. Governing Law. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE

Exhibit III  
to  
Security Agreement

SECURITY INTEREST), BUT INCLUDING SECTION 5-1401 OF THE NEW YORK  
GENERAL OBLIGATIONS LAW.

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IN WITNESS WHEREOF, the undersigned have executed this Supplement as of  
the 6<sup>th</sup> day of March, 2017.

HMTV Pasiones US, LLC  
as Grantor

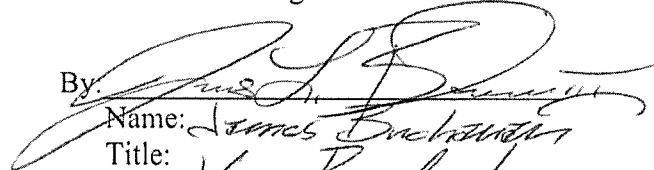
By: CDF  
Name: Craig D. Fischer  
Title: Vice President

Televicentro of Puerto Rico, LLC  
as Grantor

By: CDF  
Name: Craig D. Fischer  
Title: Vice President

IN WITNESS WHEREOF, the undersigned have executed this Supplement as of  
the <sup>14<sup>th</sup></sup> [6] day of March, 2017.

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent and Grantee

By:   
Name: James Buchheit  
Title: Vice President



SCHEDULE A

	<b>Owner</b>	<b>Trademark</b>	<b>Serial No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
1.	HMTV Pasiones US, LLC	PASIONES	86860089 12/29/2015	5017429 08/09/2016
2.	HMTV Pasiones US, LLC	PASIONES	86860124 12/29/2015	5017432 08/09/2016
3.	HMTV Pasiones US, LLC	PASIONES	86860137 12/29/2015	5021671 08/16/2016
4.	HMTV Pasiones US, LLC	PASIONES	86860183 12/29/2015	5021676 08/16/2016
5.	HMTV Pasiones US, LLC	PASIONES	86860157 12/29/2015	Pending ITU
6.	HMTV Pasiones US, LLC	PASIONES	86860195 12/29/2015	Pending ITU
7.	HMTV Pasiones US, LLC	PASIONES	86860207 12/29/2015	Pending ITU
8.	Televiscentro of Puerto Rico, LLC	EL TIEMPO ES ORO	86354819 08/01/2014	4699707 03/10/2015
9.	Televiscentro of Puerto Rico, LLC	CANTA Y GANA	86459483 11/19/2014	4772778 07/14/2015
10.	Televiscentro of Puerto Rico, LLC	NOTICENTRO AMERICA	86471744 12/04/2014	4777160 07/21/2015
11.	Televiscentro of Puerto Rico, LLC	¡VIVA LA TARDE!	86361212 08/08/2014	4793251 08/18/2015
12.	Televiscentro of Puerto Rico, LLC	GANA CON GANAS	86550855 03/02/2015	Pending