

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM652641

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PONGALO INC.		06/08/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UNIVISION INTERACTIVE MEDIA, INC.		
<b>Street Address:</b>	605 THIRD AVENUE		
<b>Internal Address:</b>	12TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10158		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5617212	MOOVIMEX	
<b>Registration Number:</b>	5016956	LATIN EVERYWHERE	
<b>Registration Number:</b>	5628016	PONGALO	
<b>Registration Number:</b>	5812965	PONGALO NOVELACLUB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	310 282 2262		
<b>Email:</b>	jarciniega@loeb.com		
<b>Correspondent Name:</b>	Jorge Arciniega		
<b>Address Line 1:</b>	10100 Santa Monica Blvd.		
<b>Address Line 2:</b>	Suite 2200		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	237230-10001		
<b>NAME OF SUBMITTER:</b>	Jorge Arciniega		
<b>SIGNATURE:</b>	/Jorge Arciniega/		
<b>DATE SIGNED:</b>	06/08/2021		

OP \$115.00 5617212

**Total Attachments: 5**

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**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), effective as of June 8, 2021, is made by and between **PONGALO INC.**, a Delaware corporation with a place of business at 11041 Santa Monica Blvd., Suite 511, Los Angeles, California 90025 ("ASSIGNOR") and **UNIVISION INTERACTIVE MEDIA, INC.**, a Delaware corporation, with a place of business at 605 3rd Avenue, New York, New York 10158 ("ASSIGNEE").

WHEREAS, pursuant to that certain Stock Purchase Agreement dated as of January 30, 2021 by and between ASSIGNEE and ASSIGNOR, ASSIGNEE and its affiliates acquired the stock of ASSIGNOR and its affiliates; and

WHEREAS, ASSIGNOR wishes to transfer to ASSIGNEE all right and title to the service marks shown in Exhibit A;

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

1. Assignment and Assumption.

(a) ASSIGNOR hereby irrevocably assigns and transfers exclusively to ASSIGNEE all rights, title and interest of ASSIGNOR, in perpetuity, including all statutory and common law rights, in and to the service marks set forth on Exhibit A, together with all goodwill symbolized thereby and/or associated therewith, including all of the registrations and applications therefor, together with the right to sue or make claims for any past, present or future infringement, misappropriation or unauthorized use thereof and the right to all income, royalties, damages and other payments that are now or may hereafter become due or payable with respect thereto, including, without limitation, damages for any past, present or future infringement, misappropriation or unauthorized use thereof, all of such rights, title and interest to be held and enjoyed by ASSIGNEE and its successors and assigns to the same extent that such would have been held and enjoyed by ASSIGNOR had this Assignment not been made, and ASSIGNEE hereby accepts such assignment.

2. Further Assurance. ASSIGNOR and ASSIGNEE agree to execute such other documents and perform such other acts as may be reasonably necessary or proper to effect and perfect the aforementioned assignments.

3. Miscellaneous. This Assignment constitutes the entire agreement and supersedes all prior agreements and understandings, written or oral, between the Parties with respect to the subject matter hereof. This Assignment is governed by and will be construed and enforced in accordance with the federal laws of the United States of America (where applicable) and the laws of the State of New York, without giving effect to any conflicts of laws principles that would require the application of the laws of any other jurisdiction. This Assignment may be executed in two or more counterparts, each and all of which will be deemed an original and all of which together will constitute but one and the same instrument. The facsimile signature of a party to this Assignment or any instrument delivered in connection with the consummation of the transactions described herein or a PDF copy of the signature of a party to this Assignment or any instrument delivered in connection with the consummation of the transactions described herein delivered by electronic mail for purposes of execution or otherwise, is to be considered to have the same binding effect as the delivery of an original signature on this Assignment or on an original instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

**ASSIGNOR:**

**PONGALO INC.**

By: John Paul Aceves

Name: John Paul Aceves

Title: Vice President, Assistant Secretary

**ASSIGNEE:**

**UNIVISION INTERACTIVE MEDIA, INC.**

By: John Paul Aceves

Name: John Paul Aceves

Title: Vice President, Assistant Secretary

**EXHIBIT A**

<b>MARK</b>	<b>SERVICES</b>	<b>APP. NO.</b>	<b>REG. NO.</b>
<b>MOOVIMEX</b>	Class-38 Broadcasting of video and audio programming over the Internet; Broadcasting services and provision of telecommunication access to video and audio content provided via a video on demand service via the Internet; Broadcasting services and provision of telecommunication access to films and television programmes provided via a video on demand service; Streaming of audio and video tethered downloads; Streaming of audio material on the Internet; Streaming of audio, visual and audiovisual material via a global computer network; Streaming of video material on the Internet; Video broadcasting; Video broadcasting and transmission services via the Internet, featuring films and movies; Video broadcasting services over the Internet or other communications network featuring the uploaded, posted and tagged videos of others; Video broadcasting services over the Internet or other communications network, namely, electronically transmitting video clips; Video broadcasting services via the Internet; Audio and video broadcasting services over the Internet; Electronic transmission and streaming of digital media content for others via global and local computer networks; Electronic transmission of voice, data and images by television and video broadcasting	87882295	5617212
<b>LATIN EVERYWHERE</b>	Class 38 - Streaming of video material on the Internet; Video broadcasting services via the Internet	86847266	5016956

MARK	SERVICES	APP. NO.	REG. NO.
PONGALO	Class-38. Broadcast communication services, namely, transmitting e mails, faxes, text messages and telephone voice messages to designated recipients for others; Broadcast of cable television programmes; Broadcast of information by means of television; Broadcast of radio programmes; Broadcast transmission by satellite; Broadcasting of cable television programmes; Broadcasting of programmes via the internet; Broadcasting of radio and television programmes; Broadcasting of radio programmes; Broadcasting of radio programs; Broadcasting of teleshopping programmes; Broadcasting of television programmes; Broadcasting of video and audio programming over the Internet; Broadcasting programs via a global computer network; Broadcasting services and provision of telecommunication access to films and television programmes provided via a video on demand service; Broadcasting services and provision of telecommunication access to video and audio content provided via a video on demand service via the Internet; Broadcasting services, namely, transmission of advertising programs and media advertising communications via digital communications networks; Audio and video broadcasting services over the Internet; Cable radio broadcasting; Cable television broadcasting; Cable television broadcasting services; Electronic transmission of voice, data and images by television and video broadcasting; Internet broadcasting services; Internet radio broadcasting services; Leasing of radio and television broadcasting facilities; Radio broadcasting consultation; Radio broadcasting information; Radio broadcasting of information and other programs; Radio and television broadcasting services; Radio and television programme broadcasting; Radio program broadcasting; Radio programme broadcasting; Satellite television broadcasting; Satellite transmission services, television and radio broadcasting services; Simulcasting broadcast television over global communication networks, the Internet and wireless networks; Subscription television broadcasting; Television broadcasting consultation; Television broadcasting information; Television and radio broadcasting services; Television programme broadcasting; Television programme broadcasting via cable; Video broadcasting and transmission services via the Internet, featuring films and movies; Video broadcasting services over the Internet or other communications network featuring the uploaded, posted and tagged videos of others; Video broadcasting services over the Internet or other communications network, namely, electronically transmitting video clips; Video broadcasting services	88060223	5628016

MARK	SERVICES	APP. NO.	REG. NO.
PONGALO NOVELACLUB	Class-38 Streaming of audio and video tethered downloads; Streaming of audio, visual and audiovisual material via a global computer network; Streaming of data; Streaming of audiovisual material on the Internet; Broadcast of cable television programmes; Broadcasting programs via a global computer network; Broadcasting services, namely, transmission of advertising programs and media advertising communications via digital communications networks; Cable television transmission; Communication via fibre optic networks; Communication via optical fibre networks; Communications by cellular phones; Communications services, namely, transmitting streamed sound and audiovisual recordings via the Internet; Computer aided transmission of messages and images; Electronic data transmission; Electronic exchange of data stored in databases accessible via telecommunication networks; Electronic transmission and streaming of digital media content for others via global and local computer networks; Information transmission services via digital networks; Mobile media services in the nature of electronic transmission of entertainment media content; Radio broadcasting of information and other programs; Radio communications; Radio program broadcasting; Radio programme broadcasting; Satellite transmission services, television and radio broadcasting services; Streaming of audio material on the Internet; Streaming of video material on the Internet; Television broadcasting consultation; Television broadcasting information; Television programme broadcasting via cable; Transfer of data by telecommunication; Transfer of data by telecommunications; Transmission and delivery of audiovisual works via electronic transmission; Transmission of interactive television program guides; Transmission of messages over electronic media; Transmission of stock market information with the help of telecommunication media; Video streaming services via the Internet, featuring independent films and movies; Video broadcasting; Video broadcasting services over the Internet or other communications network featuring the uploaded, posted and tagged videos of others; Video on demand transmissions; Video on demand transmission services; Video on demand transmission services via the Internet	88254402	5812965