

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM665174

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DIRECTV, LLC		08/02/2021	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Bank of New York Mellon Trust Company, N.A., as Collateral Agent		
<b>Street Address:</b>	601 Travis Street, 16th Floor		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77002		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 67</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2418301	DIRECTV PLUS	
Registration Number:	2481355	REPLAY	
Registration Number:	4786301	GENIEGO	
Registration Number:	2402559	REPLAYTV	
Registration Number:	2601497	D	
Registration Number:	2553157	SPORTS CHOICE	
Registration Number:	2628178	DIRECTV	
Registration Number:	2618103	DIRECTV	
Registration Number:	2939061	DIRECTV	
Registration Number:	2738513	DIRECTV	
Registration Number:	2639279	DIRECTV	
Registration Number:	2618102	DIRECTV	
Registration Number:	2740757	DIRECTV	
Registration Number:	2372271		
Registration Number:	4456694	AUDIENCE	
Registration Number:	5709949	AUDIENCE	
Registration Number:	4452640	AUDIENCE	
Registration Number:	2715585	D	
Registration Number:	2649282	OFFICE CHOICE	
<b>TRADEMARK</b>			

OP \$1690.00 2418301

<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Registration Number:</b>	2647560	OFFICE ENTERTAINMENT
<b>Registration Number:</b>	2641358	OFFICE INFORMATION
<b>Registration Number:</b>	4020251	TITANIUM
<b>Registration Number:</b>	4226186	DIRECTV CINEMA
<b>Registration Number:</b>	4095285	DIRECTV CINEMA
<b>Registration Number:</b>	4021477	DIRECTV CINEMA
<b>Registration Number:</b>	3822587	PINOYDIRECT
<b>Registration Number:</b>	2607980	SCHOOL CHOICE
<b>Registration Number:</b>	2073071	SELECT CHOICE
<b>Registration Number:</b>	2515851	BUSINESS ENTERTAINMENT
<b>Registration Number:</b>	2470731	BUSINESS INFORMATION
<b>Registration Number:</b>	3040990	WORLDDIRECT
<b>Registration Number:</b>	4909595	YAVEO
<b>Registration Number:</b>	5032441	YAVEO
<b>Registration Number:</b>	5008883	TU VIDA LO MERECE
<b>Registration Number:</b>	4250511	DIRECTV CINEMA
<b>Registration Number:</b>	2016128	TOTAL CHOICE
<b>Registration Number:</b>	4095284	DIRECTV CINEMA
<b>Registration Number:</b>	4021476	DIRECTV CINEMA
<b>Registration Number:</b>	4053361	SWIM
<b>Registration Number:</b>	3330742	SPORTSMIX
<b>Registration Number:</b>	3990391	SWIM
<b>Registration Number:</b>	2802621	DIRECTV AIRBORNE
<b>Registration Number:</b>	4162358	THE SCREENING ROOM
<b>Registration Number:</b>	4893408	GENIE LITE
<b>Registration Number:</b>	4552256	GENIE
<b>Registration Number:</b>	3275193	TITANIUM
<b>Registration Number:</b>	2483958	OPCION ESPECIAL
<b>Registration Number:</b>	2483957	OPCION EXTRA ESPECIAL
<b>Registration Number:</b>	2618677	DIRECTV GOES TO SCHOOL
<b>Registration Number:</b>	2455327	COMMERCIAL CHOICE
<b>Registration Number:</b>	5355407	FANTASY ZONE
<b>Registration Number:</b>	4200135	A
<b>Registration Number:</b>	5709948	A
<b>Registration Number:</b>	3283553	MANDARINDIRECT
<b>Registration Number:</b>	4614770	DIRECTV GENIE
<b>Registration Number:</b>	2698197	DIRECTV
<b>Registration Number:</b>	3085552	DIRECTV

Property Type	Number	Word Mark
Registration Number:	2503432	DIRECTV
Registration Number:	5439489	GENIE 2
Registration Number:	2338455	QUICKSKIP
Registration Number:	4786300	GENIEGO
Registration Number:	5699467	WATCHTV
Registration Number:	5421247	WE APP'ED LIVE TV
Registration Number:	3276598	U-VERSE
Registration Number:	4826212	COUNTRY DEEP
Registration Number:	4735366	THE U-VERSE REVOLVES AROUND YOU
Registration Number:	6168285	JAPANDIRECT

**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: 8007130755

Email: james.murray@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
SIGNATURE:	/Doris Ka/
DATE SIGNED:	08/05/2021

**Total Attachments: 9**

- source=13. Merlin - Trademark Security Agreement (Bond)#page1.tif
- source=13. Merlin - Trademark Security Agreement (Bond)#page2.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)                       Association
- Partnership                         Limited Partnership
- Corporation- State: \_\_\_\_\_
- 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) August 2, 2021

- Assignment                               Merger
- Security Agreement                       Change of Name
- Other \_\_\_\_\_

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: The Bank of New York Mellon Trust Company, N.A.,  
as Collateral Agent

Street Address: 601 Travis Street, 16th Floor

City: Houston

State: TX

Country: US Zip: 77002

- 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 25630, 1652 (Notes)

Email Address: dka@cahill.com

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

**67**

**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

August 2, 2021

Date

Doris Ka

Name of Person Signing

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

**9**

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 August 2, 2021, by and among DIRECTV, LLC, a California limited liability company ("Grantor") and The Bank of New York Mellon Trust Company, N.A., 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, 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, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or physical delivery thereof, 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.

SECTION 7. Concerning the Collateral Agent. The Bank of New York Mellon Trust Company, N.A. is entering into this Copyright Security Agreement solely in its capacity as Collateral Agent under the Indenture and the Security Agreement and shall be entitled to all of the rights, privileges, protections, benefits and immunities granted to the Collateral Agent under the Indenture and the Security Agreement as if such rights, privileges, protections, benefits and immunities were set forth herein. The recitals contained herein shall be taken as the statements of the Grantor and the Collateral Agent assumes no responsibility for their correctness. The Collateral Agent makes no representation as to the validity or sufficiency of this Copyright Security Agreement.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

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**

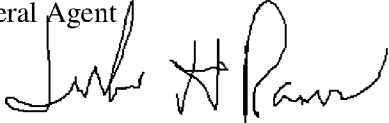
By: John Rutledge  
Name: Johnathan Rutledge  
Title: Treasurer

Accepted and Agreed:

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.**

as Collateral Agent

By:



Name: Julie Hoffman-Ramos  
Title: Vice President



SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:**

<b>Trademark Description</b>	<b>Registration / Serial Number</b>	<b>Registration / Application Date</b>	<b>Owner/Grantor</b>
DIRECTV PLUS	2418301	1/2/2001	DIRECTV, LLC
REPLAY & Design	2481355	8/28/2001	DIRECTV, LLC
GENIEGO & Design	4786301	8/4/2015	DIRECTV, LLC
REPLAYTV	2402559	11/7/2000	DIRECTV, LLC
Cyclone Design	2601497	7/30/2002	DIRECTV, LLC
SPORTS CHOICE	2553157	3/26/2002	DIRECTV, LLC
DIRECTV & Cyclone Design	2628178	10/1/2002	DIRECTV, LLC
DIRECTV & Cyclone Design	2618103	9/10/2002	DIRECTV, LLC
DIRECTV & Cyclone Design	2939061	4/12/2005	DIRECTV, LLC
DIRECTV & Cyclone Design	2738513	7/15/2003	DIRECTV, LLC
DIRECTV & Cyclone Design	2639279	10/22/2002	DIRECTV, LLC
DIRECTV & Cyclone Design	2618102	9/10/2002	DIRECTV, LLC
DIRECTV & Cyclone Design	2740757	7/22/2003	DIRECTV, LLC
Cyclone Design	2372271	8/1/2000	DIRECTV, LLC
AUDIENCE	4456694	12/24/2013	DIRECTV, LLC

<b>Trademark Description</b>	<b>Registration / Serial Number</b>	<b>Registration / Application Date</b>	<b>Owner/Grantor</b>
AUDIENCE	5709949	3/26/2019	DIRECTV, LLC
AUDIENCE (Stylized)	4452640	12/17/2013	DIRECTV, LLC
Cyclone Design (in Blue)	2715585	5/13/2003	DIRECTV, LLC
OFFICE CHOICE	2649282	11/12/2002	DIRECTV, LLC
OFFICE ENTERTAINMENT	2647560	11/5/2002	DIRECTV, LLC
OFFICE INFORMATION	2641358	10/22/2002	DIRECTV, LLC
TITANIUM	4020251	8/30/2011	DIRECTV, LLC
DIRECTV CINEMA	4226186	10/16/2012	DIRECTV, LLC
DIRECTV CINEMA	4095285	2/7/2012	DIRECTV, LLC
DIRECTV CINEMA	4021477	9/6/2011	DIRECTV, LLC
PINOYDIRECT	3822587	7/20/2010	DIRECTV, LLC
SCHOOL CHOICE	2607980	8/13/2002	DIRECTV, LLC
SELECT CHOICE	2073071	6/24/1997	DIRECTV, LLC
BUSINESS ENTERTAINMENT	2515851	12/4/2001	DIRECTV, LLC
BUSINESS INFORMATION	2470731	7/17/2001	DIRECTV, LLC
WORLDDIRECT	3040990	1/10/2006	DIRECTV, LLC
YAVEO	4909595	3/1/2016	DIRECTV, LLC
YAVEO & Design	5032441	8/30/2016	DIRECTV, LLC
TU VIDA LO MERECE	5008883	7/26/2016	DIRECTV, LLC
DIRECTV CINEMA & Design	4250511	11/27/2012	DIRECTV, LLC

<b>Trademark Description</b>	<b>Registration / Serial Number</b>	<b>Registration / Application Date</b>	<b>Owner/Grantor</b>
TOTAL CHOICE	2016128	11/12/1996	DIRECTV, LLC
DIRECTV CINEMA & Design	4095284	2/7/2012	DIRECTV, LLC
DIRECTV CINEMA & Design	4021476	9/6/2011	DIRECTV, LLC
SWIM (Stylized)	4053361	11/8/2011	DIRECTV, LLC
SPORTSMIX	3330742	11/6/2007	DIRECTV, LLC
SWIM	3990391	7/5/2011	DIRECTV, LLC
DIRECTV AIRBORNE	2802621	1/6/2004	DIRECTV, LLC
THE SCREENING ROOM	4162358	6/19/2012	DIRECTV, LLC
GENIE LITE	4893408	1/26/2016	DIRECTV, LLC
GENIE	4552256	6/17/2014	DIRECTV, LLC
TITANIUM	3275193	8/7/2007	DIRECTV, LLC
OPCION ESPECIAL	2483958	8/28/2001	DIRECTV, LLC
OPCION EXTRA ESPECIAL	2483957	8/28/2001	DIRECTV, LLC
DIRECTV GOES TO SCHOOL	2618677	9/10/2002	DIRECTV, LLC
COMMERCIAL CHOICE	2455327	5/29/2001	DIRECTV, LLC
FANTASY ZONE	5355407	12/12/2017	DIRECTV, LLC
A (Stylized)	4200135	8/28/2012	DIRECTV, LLC
A (Stylized)	5709948	3/26/2019	DIRECTV, LLC
MANDARINDIRECT	3283553	8/21/2007	DIRECTV, LLC
DIRECTV GENIE	4614770	9/30/2014	DIRECTV, LLC

Trademark Description	Registration / Serial Number	Registration / Application Date	Owner/Grantor
DIRECTV	2698197	3/18/2003	DIRECTV, LLC
DIRECTV	3085552	4/25/2006	DIRECTV, LLC
DIRECTV	2503432	11/6/2001	DIRECTV, LLC
GENIE 2	5439489	4/3/2018	DIRECTV, LLC
QUICKSKIP	2338455	4/4/2000	DIRECTV, LLC
GENIEGO	4786300	8/4/2015	DIRECTV, LLC
WATCHTV	5699467	3/12/2019	DIRECTV, LLC
WE APP'ED LIVE TV	5421247	3/13/2018	DIRECTV, LLC
U-VERSE	3276598	8/7/2007	DIRECTV, LLC
COUNTRY DEEP	4826212	10/6/2015	DIRECTV, LLC
THE U-VERSE REVOLVES AROUND YOU	4735366	5/12/2015	DIRECTV, LLC
JAPANDIRECT	6168285	10/6/2020	DIRECTV, LLC