

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM871088

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:	The Bank of New York Mellon Trust Company, N.A., as Collateral Agent		
Street Address:	601 Travis Street, 16th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 55			
Property Type	Number	Word Mark	
Registration Number:	2601497	D	
Registration Number:	2628178	DIRECTV	
Registration Number:	2939061	DIRECTV	
Registration Number:	2639279	DIRECTV	
Registration Number:	2618102	DIRECTV	
Registration Number:	2740757	DIRECTV	
Registration Number:	2372271		
Registration Number:	5709949	AUDIENCE	
Registration Number:	2715585	D	
Registration Number:	4095285	DIRECTV CINEMA	
Registration Number:	4021477	DIRECTV CINEMA	
Registration Number:	3822587	PINOYDIRECT	
Registration Number:	2073071	SELECT CHOICE	
Registration Number:	2515851	BUSINESS ENTERTAINMENT	
Registration Number:	3040990	WORLDIRECT	
Registration Number:	2016128	TOTAL CHOICE	
Registration Number:	4095284	DIRECTV CINEMA	
Registration Number:	4021476	DIRECTV CINEMA	
Registration Number:	4053361	SWIM	

OP \$1390.00 2601497

Property Type	Number	Word Mark
Registration Number:	3330742	SPORTSMIX
Registration Number:	3990391	SWIM
Registration Number:	4893408	GENIE LITE
Registration Number:	4552256	GENIE
Registration Number:	3275193	TITANIUM
Registration Number:	2483958	OPCION ESPECIAL
Registration Number:	2483957	OPCION EXTRA ESPECIAL
Registration Number:	2455327	COMMERCIAL CHOICE
Registration Number:	5355407	FANTASY ZONE
Registration Number:	5709948	A
Registration Number:	3283553	MANDARINDIRECT
Registration Number:	4614770	DIRECTV GENIE
Registration Number:	2698197	DIRECTV
Registration Number:	3085552	DIRECTV
Registration Number:	5439489	GENIE 2
Registration Number:	5699467	WATCHTV
Registration Number:	5421247	WE APP'ED LIVE TV
Registration Number:	3276598	U-VERSE
Registration Number:	6168285	JAPANDIRECT
Registration Number:	6654854	DIRECTV STREAM
Registration Number:	6908187	GET YOUR TV TOGETHER
Registration Number:	6958515	BEAM IT OR STREAM IT
Registration Number:	6981865	D
Registration Number:	7044500	UNE TU TV
Registration Number:	7069439	DIRECTV
Registration Number:	7069440	DIRECTV STREAM
Registration Number:	7094443	D
Registration Number:	7127159	DIRECTV SPORTS PACK
Registration Number:	7127198	DIRECTV SPORTS PACK
Registration Number:	7134075	DIRECTV
Registration Number:	7158291	DIRECTV STREAM
Registration Number:	7165988	DIRECTV ADVERTISING
Registration Number:	7165989	DIRECTV ADVERTISING
Registration Number:	7203342	DIRECTV ADVERTISING
Registration Number:	7242710	DIRECTV
Registration Number:	7264061	GEMINI

CORRESPONDENCE DATA

**TRADEMARK
REEL: 008327 FRAME: 0049**

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:	01/25/2024
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Total Attachments: 8

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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: _____
- Other Limited Liability Company - California
- Association
- Limited Partnership

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
- Other _____
- Merger
- Change of Name

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 08380.1428 (Notes)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

55

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:

8

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 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 January 24, 2024 (as it may be from time to time amended, restated, amended and restated, 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 the 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 Grantor, including but not limited to the Trademarks listed on Schedule I attached hereto, and the goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements, dilutions or violations thereof; (d) all rights to sue for past, present, and future infringements, dilutions or violations of the foregoing including the right to settle suits involving claims and demands for royalties owing; and (e) all Proceeds of the foregoing, including, without limitation, 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 the 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 Trademark 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 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 Trademark 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: 


Name: Johnathan Rutledge

Title: Senior Vice President and Treasurer

[Signature Page to Trademark Security Agreement (Bonds)]

Accepted and Agreed:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Collateral Agent

By: 
Name: April Bradley
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

	Trademark Description	Registration / Serial Number	Registration / Application Date	Owner/Grantor
1.	Cyclone Design	2601497	7/30/2002	DIRECTV, LLC
2.	DIRECTV & Cyclone Design	2628178	10/1/2002	DIRECTV, LLC
3.	DIRECTV & Cyclone Design	2939061	4/12/2005	DIRECTV, LLC
4.	DIRECTV & Cyclone Design	2639279	10/22/2002	DIRECTV, LLC
5.	DIRECTV & Cyclone Design	2618102	9/10/2002	DIRECTV, LLC
6.	DIRECTV & Cyclone Design	2740757	7/22/2003	DIRECTV, LLC
7.	Cyclone Design	2372271	8/1/2000	DIRECTV, LLC
8.	AUDIENCE	5709949	3/26/2019	DIRECTV, LLC
9.	Cyclone Design (in Blue)	2715585	5/13/2003	DIRECTV, LLC
10.	DIRECTV CINEMA	4095285	2/7/2012	DIRECTV, LLC
11.	DIRECTV CINEMA	4021477	9/6/2011	DIRECTV, LLC
12.	PINOYDIRECT	3822587	7/20/2010	DIRECTV, LLC
13.	SELECT CHOICE	2073071	6/24/1997	DIRECTV, LLC
14.	BUSINESS ENTERTAINMENT	2515851	12/4/2001	DIRECTV, LLC
15.	WORLDDIRECT	3040990	1/10/2006	DIRECTV, LLC
16.	TOTAL CHOICE	2016128	11/12/1996	DIRECTV, LLC

	Trademark Description	Registration / Serial Number	Registration / Application Date	Owner/Grantor
17.	DIRECTV CINEMA & Design	4095284	2/7/2012	DIRECTV, LLC
18.	DIRECTV CINEMA & Design	4021476	9/6/2011	DIRECTV, LLC
19.	SWIM (Stylized)	4053361	11/8/2011	DIRECTV, LLC
20.	SPORTSMIX	3330742	11/6/2007	DIRECTV, LLC
21.	SWIM	3990391	7/5/2011	DIRECTV, LLC
22.	GENIE LITE	4893408	1/26/2016	DIRECTV, LLC
23.	GENIE	4552256	6/17/2014	DIRECTV, LLC
24.	TITANIUM	3275193	8/7/2007	DIRECTV, LLC
25.	OPCION ESPECIAL	2483958	8/28/2001	DIRECTV, LLC
26.	OPCION EXTRA ESPECIAL	2483957	8/28/2001	DIRECTV, LLC
27.	COMMERCIAL CHOICE	2455327	5/29/2001	DIRECTV, LLC
28.	FANTASY ZONE	5355407	12/12/2017	DIRECTV, LLC
29.	A (Stylized)	5709948	3/26/2019	DIRECTV, LLC
30.	MANDARINDIRECT	3283553	8/21/2007	DIRECTV, LLC
31.	DIRECTV GENIE	4614770	9/30/2014	DIRECTV, LLC
32.	DIRECTV	2698197	3/18/2003	DIRECTV, LLC
33.	DIRECTV	3085552	4/25/2006	DIRECTV, LLC
34.	GENIE 2	5439489	4/3/2018	DIRECTV, LLC
35.	WATCHTV	5699467	3/12/2019	DIRECTV, LLC
36.	WE APP'ED LIVE TV	5421247	3/13/2018	DIRECTV, LLC
37.	U-VERSE	3276598	8/7/2007	DIRECTV, LLC
38.	JAPANDIRECT	6168285	10/6/2020	DIRECTV, LLC

	Trademark Description	Registration / Serial Number	Registration / Application Date	Owner/Grantor
39.	DIRECTV STREAM	6654854	2/22/2022	DIRECTV, LLC
40.	GET YOUR TV TOGETHER	6908187	11/22/2022	DIRECTV, LLC
41.	BEAM IT OR STREAM IT	6958515	1/17/2023	DIRECTV, LLC
42.	D Design	6981865	2/14/2023	DIRECTV, LLC
43.	UNE TU TV	7044500	5/2/2023	DIRECTV, LLC
44.	DIRECTV & Design	7069439	5/30/2023	DIRECTV, LLC
45.	DIRECTV STREAM & Design	7069440	5/30/2023	DIRECTV, LLC
46.	D Design	7094443	6/27/2023	DIRECTV, LLC
47.	DIRECTV SPORTS PACK	7127159	8/1/2023	DIRECTV, LLC
48.	DIRECTV SPORTS PACK	7127198	8/1/2023	DIRECTV, LLC
49.	DIRECTV & Design	7134075	8/8/2023	DIRECTV, LLC
50.	DIRECTV STREAM & Design	7158291	9/5/2023	DIRECTV, LLC
51.	DIRECTV ADVERTISING	7165988	9/12/2023	DIRECTV, LLC
52.	DIRECTV ADVERTISING & Design	7165989	9/12/2023	DIRECTV, LLC
53.	DIRECTV ADVERTISING & Design	7203342	10/24/2023	DIRECTV, LLC
54.	DIRECTV & Design	7242710	12/12/2023	DIRECTV, LLC
55.	gemini & Design	7264061	1/02/2024	DIRECTV, LLC