

RECORDATION  
TRADE

02-05-2007



Documents or copy thereof.

To the Honorable Commissioner of Patents and Trademarks

103369510

1. Name of conveying party(ies): **2.5.07**

TouchTunes Music Corporation

- Individuals
- Association
- General Partnership
- Limited Partnership
- Corporate-State Delaware
- Other

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: January 29, 2007

Name: National Bank of Canada  
 Internal Address: \_\_\_\_\_  
 Street Address: 600 de la Gauchetiere Street W.  
Ground Floor  
 City: Montreal ~~State~~ Canada ZIP H3B 4L2

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached:  yes  no  
(Designation must be a separate document from assignment) Additional name(s) & address(es) attached?  yes  no

4. Application number(s) or patent number(s):

A. Trademark Application No(s)

B. Trademark Registration No.(s)

See Schedule A attached

See Schedule A attached

02/05/2007 DBYRNE 00000045 78877630

01 FC:8521  
02 FC:8522

Additional numbers attached?  Yes  No  
(40.00 OP  
225.00 OP)

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Judy Radoccia  
 Internal Address: Edwards Angell Palmer & Dodge LLP  
 Street Address: 111 Huntington Avenue  
 City: Boston State MA ZIP 02199

6. Total number of applications and registrations involved ..... 10

7. Total fee (37 CFR 3.41)..... \$265.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number:  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Judy Radoccia  
Name of Person Signing

Judy Radoccia February 1, 2007  
Signature Date

Total number of pages including cover sheet, attachments, and document 6

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

U:ACJ\FORMS\1594.1

Schedule A

**MARKS WITH UNITED STATES FEDERAL REGISTRATION/PENDING  
APPLICATIONS**

<b>Trademark</b>	<b>Trademark Application N°</b>	<b>Filing Date</b>	<b>Country</b>	<b>Registration N°</b>	<b>Date of Registration</b>	<b>Procedure Status</b>	<b>Expiration Date</b>
TouchTunes (Word)	78/877,630	05/05/06	U.S.A.			Notice of publication 01/03/07	
MyTouch Tunes (Word)	78/874,505	05/02/06	U.S.A.			Notice of publication 01/03/07	
Get Juked (Word)	78,826,121	03/01/06	U.S.A.			Notice of allowance 01/09/07	
America's Jukebox (Word)	78/826,113	03/01/06	U.S.A.			Non-final action 08/30/06	
MyTunes. MyWay (Word)	78/877,602	05/05/06	U.S.A.			Non-final action 08/23/06	
Maestro (Word)	78/875,726	05/03/06	U.S.A.			Letter of suspension 08/21/06	
Rhapsody (Word)	78/875,648	05/03/06	U.S.A.			Non-final action 08/23/06	
Ovation (Word)	76/657,856	04/04/06	U.S.A.			Letter of suspension 08/21/06	
Allegro (Word)	76/656,516	03/10/06	U.S.A.			Non-final action 08/21/06	
Cleft Sign Design	78/877,651	05/05/06	U.S.A.			Non-final action 01/16/07	

## SECURITY AGREEMENT (TRADEMARKS)

WHEREAS, TOUCHTUNES MUSIC CORPORATION, a Delaware corporation, with a registered office at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware, 19801 in the County of New Castle, State of Delaware, United States of America, and a principal place of business at 3 Place du Commerce, 4<sup>th</sup> Floor, Ile-des-Soeurs, in the City of Montreal, Province of Quebec, Canada (H3E 1H7) (the "Company") and NATIONAL BANK OF CANADA, with a place of business at 600 de la Gauchetiere Street West, Ground Floor, Montreal, Canada H3B 4L2 (the "Bank") have entered into a Movable Hypothec dated as of January 29, 2007 and a Third Amended and Restated Security Agreement dated as of January 29, 2007 (collectively, the "Security Agreements"); and

WHEREAS, the Company is the owner and user of the trademarks listed on Schedule A hereto and identified in said Security Agreements (the "Trademarks"); and

WHEREAS, among the security interests granted by the Company to the Bank pursuant to the Security Agreements is a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; and

WHEREAS, the parties to the Security Agreements contemplate and intend that, if an Event of Default (as defined therein) shall occur and be continuing, the Bank shall have all rights of the Company in and to the Trademarks and the goodwill of the business of the Company associated with and symbolized by the Trademarks as may be necessary or proper in order to enable the Bank, as foreclosing secured party, to continue such business of the Company or, following such foreclosure, to transfer to a purchaser all such rights as may be necessary or proper to enable such purchaser to continue such business of the Company;

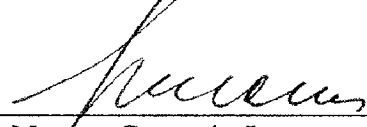
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of the Security Agreements, each as if set forth fully herein, and acknowledge that the Bank has a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; as security for the Obligations (as defined in the Security Agreements), the Company hereby collaterally assigns to the Bank and grants a security interest to the Bank in and to, all of the Company's right, title and interest in and to said Trademarks and the goodwill of the business associated therewith; the Company agrees that it will not sell or assign any of the Trademarks without the prior written consent of the Bank; and the Company and the Bank request that the Commissioner of Patents and Trademarks record this document with respect to the Trademarks.

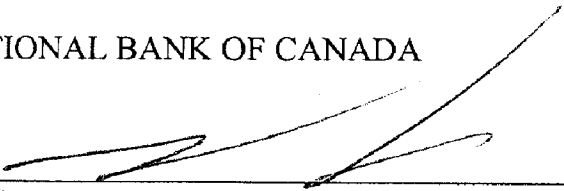
The Company hereby appoints the Bank as the Company's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence and during the continuance of any Event of Default (as defined in the Security Agreements), to execute and deliver, in the name and on behalf of the Company, and to cause the recording of all such further assignments and other instruments as the Bank may deem necessary or desirable in order to carry out the intent of the Security Agreements and this Security Agreement

(Trademarks). The Company agrees that all third parties may conclusively rely on any such further assignment or other instrument, so executed, delivered and recorded by the Bank (or the Bank's designee in accordance with the terms hereof) and on the statements made therein.

IN WITNESS WHEREOF, the Company has duly executed and delivered this Security Agreement (Trademarks) as of January 29\_\_, 2007.

TOUCHTUNES MUSIC CORPORATION

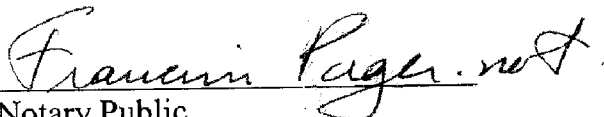
By:   
Name: Germain Lecours  
Title: Authorized Signatory

NATIONAL BANK OF CANADA  
By:   
Name: Eric St-Louis  
Title: Manager, Commercial Banking Technology

STATE OF Province of Quebec ) ss.  
COUNTY OF \_\_\_\_\_ )

Then personally appeared before me the above-named Germain Lecours, the authorized signatory of TouchTunes Music Corporation, and stated that he/she executed the foregoing instrument under the authority of said corporation's Board of Directors and acknowledged the foregoing instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 29 day of January \_\_, 2007.

  
Notary Public  
My commission expires:

**MARKS WITH UNITED STATES FEDERAL REGISTRATION/PENDING  
APPLICATIONS**

<b>Trademark</b>	<b>Trademark Application N°</b>	<b>Filing Date</b>	<b>Country</b>	<b>Registration N°</b>	<b>Date of Registration</b>	<b>Procedure Status</b>	<b>Expiration Date</b>
TouchTunes (Word)	78/877,630	05/05/06	U.S.A.			Notice of publication 01/03/07	
MyTouch Tunes (Word)	78/874,505	05/02/06	U.S.A.			Notice of publication 01/03/07	
Get Juked (Word)	78,826,121	03/01/06	U.S.A.			Notice of allowance 01/09/07	
America's Jukebox (Word)	78/826,113	03/01/06	U.S.A.			Non-final action 08/30/06	
MyTunes. MyWay (Word)	78/877,602	05/05/06	U.S.A.			Non-final action 08/23/06	
Maestro (Word)	78/875,726	05/03/06	U.S.A.			Letter of suspension 08/21/06	
Rhapsody (Word)	78/875,648	05/03/06	U.S.A.			Non-final action 08/23/06	
Ovation (Word)	76/657,856	04/04/06	U.S.A.			Letter of suspension 08/21/06	
Allegro (Word)	76/656,516	03/10/06	U.S.A.			Non-final action 08/21/06	
Cleft Sign Design	78/877,651	05/05/06	U.S.A.			Non-final action 01/16/07	