

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |                   |
|-----------------------|-------------------|
| SUBMISSION TYPE:      | NEW ASSIGNMENT    |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

**CONVEYING PARTY DATA**

| Name                         | Formerly | Execution Date | Entity Type           |
|------------------------------|----------|----------------|-----------------------|
| TouchTunes Music Corporation |          | 12/10/2007     | CORPORATION: DELAWARE |

**RECEIVING PARTY DATA**

|                 |  |
|-----------------|--|
| Name:           | Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent |
| Street Address: | 6011 Connection Drive  |
| City:           | IRVING   |
| State/Country:  | TEXAS  |
| Postal Code:    | 75039  |
| Entity Type:    | LIMITED PARTNERSHIP: DELAWARE                                    |

**PROPERTY NUMBERS Total: 20**

| Property Type        | Number   | Word Mark                    |
|----------------------|----------|------------------------------|
| Registration Number: | 2239433  | TOUCHTUNES DIGITAL JUKEBOX   |
| Registration Number: | 2350643  | TOUCHTUNES                   |
| Registration Number: | 2611127  | TOUCHTUNES                   |
| Registration Number: | 2753360  | TOUCHTUNES MUSIC CORPORATION |
| Registration Number: | 2903715  | TUNE CENTRAL                 |
| Registration Number: | 3332546  | MYTOUCHTUNES                 |
| Serial Number:       | 78826121 | GET JUKED                    |
| Serial Number:       | 78826113 | AMERICA'S JUKEBOX            |
| Serial Number:       | 78877602 | MYTUNES. MYWAY.              |
| Serial Number:       | 78875726 | MAESTRO                      |
| Serial Number:       | 76657856 | OVATION                      |
| Serial Number:       | 76656516 | ALLEGRO                      |
| Serial Number:       | 78877651 |                              |
| Serial Number:       | 76682805 | CONNEC-TT                    |

OP \$515.00 2239433

|                |          |                             |
|----------------|----------|-----------------------------|
| Serial Number: | 77300952 | TOUCHTUNES GAMES STUDIO     |
| Serial Number: | 77325548 | DIGITAL FOCUS GROUP         |
| Serial Number: | 77325527 | DIGITAL CUSTOMER TOUCHPOINT |
| Serial Number: | 77311400 | TOUCHTUNES PLAYPORTT        |
| Serial Number: | 76683998 | MYSPTS                      |
| Serial Number: | 78877630 | TOUCHTUNES                  |

**CORRESPONDENCE DATA**

Fax Number: (404)888-4190  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 404-888-4284  
Email: tramstrom@hunton.com  
Correspondent Name: Todd Ramstrom  
Address Line 1: 600 Peachtree Street, NE Ste. 4100  
Address Line 2: Hunton & Williams  
Address Line 4: Atlanta, GEORGIA 30308

|                    |                          |
|--------------------|--------------------------|
| NAME OF SUBMITTER: | Heath J. Vicente, Esq.   |
| Signature:         | /Heath J. Vicente, Esq./ |
| Date:              | 12/11/2007               |

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made and entered into as of December 10, 2007, by TOUCHTUNES MUSIC CORPORATION, a Delaware corporation (“**Grantor**”), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P. (“**GSSLG**”), as Collateral Agent (“**Collateral Agent**”).

### WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof, by and among Grantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and GSSLG as Administrative Agent, Collateral Agent, Syndication Agent and Lead Arranger (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), Lenders have agreed to make the Loans to Borrowers;

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of the Secured Parties, the Pledge and Security Agreement (the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement.

2. **Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and other Credit Documents, Grantor hereby grants to Agent, on behalf of itself and the Secured Parties, a continuing Lien and First Priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”): (a) all of its Trademarks and Trademark Licenses to which it is a party including, without limitation, those referred to on Schedule 1 hereto; (b) all reissues, continuations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark and each such Trademark License; and (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future: (i) infringement or dilution of any such Trademark or Trademark licensed under any such Trademark License, and (ii) injury to the goodwill associated with any such Trademark or any Trademark licensed under any such Trademark License.

3. **Pledge and Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on

behalf of itself and the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **Authorization to Supplement.** Grantor hereby authorizes Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any future United States registered trademarks or applications therefore of Grantor, which become Trademarks or Trademark Licenses under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

6. **Governing Law.** This Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the state of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligations Law).

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

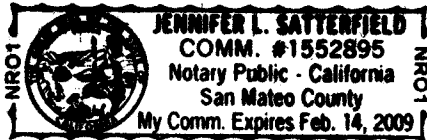
TOUCHTUNES MUSIC CORPORATION,  
as Grantor

By: Art R. Martin  
Name: Art Martin  
Title: President and Chief Executive Officer

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF California )  
COUNTY OF San Mateo ) ss.

On this 16 day of December, 2007, before me personally appeared Art R. Martin, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of TouchTunes Music Corporation, and who being duly sworn by me did depose and say that (i) he is an authorized officer of TouchTunes Music Corporation, (ii) such instrument was signed on behalf of TouchTunes Music Corporation as duly authorized by TouchTunes Music Corporation, and (iii) he ~~or she~~ acknowledged such instrument to be the free act and deed of TouchTunes Music Corporation.

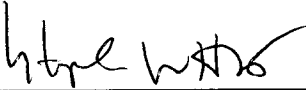


Jennifer L. Satterfield  
Notary Public  
[Notarial Seal]

[Signatures Continue on the Following Page]

ACCEPTED AND ACKNOWLEDGED BY:

**GOLDMAN SACHS SPECIALTY  
LENDING GROUP, L.P.**, as Collateral Agent

By:   
Name: Stephen W. Hipp  
Title: Authorized Signatory

Trademark Security Agreement (TTMC)

**TRADEMARK  
REEL: 003676 FRAME: 0215**

Schedule 1  
to  
Trademark Security Agreement

**TRADEMARK APPLICATIONS/REGISTRATIONS**

TouchTunes Music Corporation

Trademark Registrations

| <b>Trademark</b>                    | <b>Registration No.</b> | <b>Date of Registration</b> |
|-------------------------------------|-------------------------|-----------------------------|
| TouchTunes Digital Jukebox (Word)   | 2,239,433               | 04/13/99                    |
| TouchTunes (Design)                 | 2,350,643               | 05/16/00                    |
| TouchTunes (Word)                   | 2,611,127               | 08/27/02                    |
| TouchTunes Music Corporation (Word) | 2,753,360               | 08/19/03                    |
| Tune Central                        | 2,903,715               | 11/16/04                    |
| MyTouchTunes (Word)                 | 3,332,546               | 11/06/07                    |

Trademark Applications

| <b>Trademark</b>            | <b>Application No.</b> | <b>Filing Date</b> |
|-----------------------------|------------------------|--------------------|
| Get Juked (Word)            | 78/826,121             | 03/01/06           |
| America's Jukebox (Word)    | 78/826,113             | 03/01/06           |
| MyTunes. MyWay. (Word)      | 78/877,602             | 05/05/06           |
| Maestro (Word)              | 78/875,726             | 05/03/06           |
| Ovation (Word)              | 76/657,856             | 04/04/06           |
| Allegro (Word)              | 76/656,516             | 03/10/06           |
| Cleft Sign (Design)         | 78/877,651             | 05/05/06           |
| Connec-tt                   | 76/682,805             | 10/09/07           |
| TouchTunes Game Studio      | 77/300,952             | 10/10/07           |
| Digital Focus Group         | 77/325,548             | 11/09/07           |
| Digital Customer TouchPoint | 77/325,527             | 11/09/07           |
| TouchTunes Playportt        | 77/311,400             | 10/23/07           |
| MYSPTS                      | 76/683,998             | 11/13/07           |
| TouchTunes                  | 78/877,630             | 05/05/06           |

Trademark Licenses

None.