

09-21-2000



101464459

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger  Change of Name
  - Other
- Effective Date  
Month Day Year

#### Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

#### FOR OFFICE USE ONLY

09/20/2000 NTHAI1 00000242 75428481

01 FC:481 40.00 OP  
02 FC:482 75.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

REEL: 002143 FRAME: 0089

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75/428,481"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="75/239,466"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/638,925"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/639,196"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Jennifer A. Post, Esquire

Name of Person Signing



Signature

8/30/00

Date Signed

# EDWARDS & ANGELL, LLP

COUNSELLORS AT LAW

101 FEDERAL STREET  
BOSTON, MA 02110-1800  
(617) 439-4444  
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**Jennifer A. Post**  
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August 30, 2000

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, DC 20231

Re: **Security Agreement ("Security Agreement") in favor of  
National Bank of Canada (Receiving Party)  
by Touchtunes Music Corporation (Conveying Party)**

Dear Sir/Madam:

Enclosed for filing please find **Recordation Form for Trademarks Only**. This is a new submission. Attached to the Recordation Form is the Security Agreement dated August 9, 1999 (the "Security Agreement") between the above-referenced parties.

Also enclosed is a check payable to the "Commissioner of Patents and Trademarks" in the amount of \$115.00 which represents the filing fee for the 4 trademarks and trademark applications covered under the Security Agreements.

If you have any questions, please contact the undersigned at the telephone number indicated above. Kindly acknowledge receipt of the enclosures by stamping and returning to the undersigned the enclosed copy of this letter in the envelope provided for your convenience. Thank you.

Very truly yours,



Jennifer Post

Enclosures

cc: Serge Pichette, Esquire (by facsimile; w/o enclosures)

BOS\_181965 /JPOST

BOSTON HARTFORD NEWPORT NEW YORK PALM BEACH PROVIDENCE **TRADEMARK** SEATTLE

**REEL: 002143 FRAME: 0091**

SECURITY AGREEMENT

This SECURITY AGREEMENT (this "**Agreement**") is made as of August 9, 1999, by TouchTunes Music Corporation (formerly known as Technical Maintenance Corporation), a Nevada corporation (the "**Guarantor**" or the "**Debtor**") in favor of National Bank of Canada, a chartered bank duly constituted and governed by the Bank Act (Canada) (the "**Lender**" or the "**Secured Party**").

Preliminary Statements:

WHEREAS, Digital (as defined below) has requested that the Lender enter into the Financing Agreement (as defined below) and lend certain sums and otherwise extend certain credit to or for the benefit of Digital, as provided for therein; and

WHEREAS, the Lender has requested that as a condition precedent to the effectiveness to the obligations of the Lender to lend such sums and otherwise extend such credit under the Financing Agreement, the Guarantor enter into the Deed of Guarantee (as defined below) and this Agreement.

NOW, THEREFORE, in order to induce the Lender to perform under the Financing Agreement and to lend such sums and otherwise extend such credit to or for the benefit of Digital, and to secure the performance by Guarantor under the Deed of Guarantee, and in consideration thereof and in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby agrees with the Lender as follows:

SECTION 1. DEFINITIONS; USE OF TERMS.

1.1 Definitions. The following terms shall have the meanings given to such terms in the Uniform Commercial Code as from time to time in effect in the State of Nevada (the "**UCC**"): "**Accounts**," "**Chattel Paper**," "**Deposit Accounts**," "**Documents**," "**Equipment**," "**Fixtures**," "**General Intangible**," "**Instruments**," "**Inventory**," "**Investment Property**," and "**Proceeds**."

"**Collateral Assignment**" means that certain Collateral Assignment by and between the Lender and Guarantor dated as of June 1, 1999.

"**Deed of Guarantee**" means that certain Deed of Guarantee dated as of April 19, 1999 by and among the Lender, the Guarantor and Digital.

"**Digital**" means Juke-Box Numerique TouchTunes Inc./TouchTunes Digital Jukebox, Inc., a corporation duly incorporated in virtue of the Canada Business Corporations Act.

"**Event of Default**" means any Event of Default as defined in the Movable Hypothec (Digital), the Movable Hypothec (TMC), and any failure of the Guarantor or Digital to perform any of their respective Obligations under any of the Financing Documents or otherwise.

**“Financing Agreement”** means that certain offer of financing agreement dated as of February 22, 1999 by and between Digital and Lender.

**“Financing Documents”** means collectively the Movable Hypothec (Digital), the Movable Hypothec (TMC), the Deed of Guarantee, the Collateral Assignment and the Financing Agreement.

**“Movable Hypothec (Digital)”** means that certain Movable Hypothec dated as of April 19, 1999 and amended as of July 15, 1999 by and between the Lender and Digital.

**“Movable Hypothec (TMC)”** means that certain Movable Hypothec dated as of April 19, 1999 and amended as of July 15, 1999 by and between the Lender and Guarantor.

**“Obligations”** means any and all indebtedness, liabilities, duties, undertakings, warranties, covenants and agreements, including those of payment or performance, of the Guarantor or Digital to the Bank, of every kind, nature and description, and arising pursuant to the terms of the Financing Documents, whether or not the same are now existing or hereafter arising, imposed by agreement or operation of law, absolute or contingent, liquidated or unliquidated, voluntary or involuntary, and any and all or other obligations of Guarantor or Digital to the Bank relating to the Financing Documents or the transactions contemplated thereby.

**“TMC”** means TouchTunes Music Corporation (formerly known as Technical Maintenance Corporation), a Nevada corporation (also referred to herein as the “Guarantor” or “Debtor”).

All other capitalized terms not defined herein but defined in the Financing Documents, by and between the Borrower and the Lender, shall have the meanings given to such terms in the Financing Documents, and if not defined in the Financing Documents, then the meanings given to such terms in the UCC.

1.2 Use of Terms; Exhibits. The use of the singular of terms which are defined in the plural shall mean and refer to any one of them; and pronouns used herein shall be deemed to include the singular and the plural and all genders. The use of the connective “or” is not intended to be exclusive; the term “may not” is intended to be prohibitive and not permissive; use of “includes” and “including” is intended to be interpreted as expansive and amplifying and not as limiting in any way. All exhibits and schedules to this Agreement are incorporated herein.

## SECTION 2. GRANT OF SECURITY INTEREST.

As security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, the Guarantor hereby grants to the Lender a continuing security interest in all of the present and future rights, title and interests of the Guarantor in and to the following property and each item thereof, and that property set forth in Schedules A, B, C, D and E attached hereto and made a part hereof, all whether now or hereafter existing, or owned or acquired by the Guarantor, or now or hereafter arising or due or to become due, wherever such property may be located, together with all

substitutions for, replacements of, additions to, accessions to, and products, Proceeds and records of any and all of the following (collectively, the “Collateral”):

(a) all Accounts and Contracts;

(b) all Inventory;

(c) all Equipment;

(d) all Fixtures;

(e) all General Intangibles;

(f) all Chattel Paper;

(g) all Investment Property (including, without limitation, all stock, bonds, debentures, securities, treasury bills, certificates of deposit, mutual or money market fund shares, bills, notes, evidences of indebtedness or other obligations issued by any Person (including, without limitation, federal government of the United States or any agency thereof), whether in registered, bearer or other form, and whether certificated or uncertificated, in book-entry or other form)(collectively, the “Securities”);

(h) all Deposit Accounts (including, without limitation, all deposits, cash, money or similar property which is now or hereafter owed by the Guarantor or in which the Guarantor has an interest, and which is now or may hereafter be in the possession, custody or control of the Lender);

(i) all Documents;

(j) all Instruments;

(k) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers, and the goodwill of the business associated therewith, including customer lists, license rights, advertising materials and all other business assets which uniquely reflect the goodwill of the business, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, or any State thereof, or any other country and all renewals thereof, together with all licenses and agreements, written or oral, providing for the grant by or to the Guarantor of any right to use any of the foregoing;

(l) all copyrights in all works, whether published or unpublished, now existing or hereafter created or acquired, all registrations and recordings thereof, and all applications in the United States Copyright Office, together with all licenses and agreements, written or oral, providing for the grant by or to the Borrower of any right under any of the foregoing;

(m) all letters patent of the United States and all reissues and extensions thereof, and all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, together with all licenses and agreements, whether written or oral, providing for the grant by the Guarantor of any right to manufacture, use or sell any invention covered by any of the foregoing;

(n) all other items of tangible and intangible personal property of any and every kind and description which are not otherwise described herein; and

(o) all items of tangible and intangible personal property of every kind and description set forth on Schedules A, B, C, D, and E attached hereto.

### SECTION 3. GENERAL REPRESENTATIONS AND WARRANTIES.

The Guarantor hereby represents and warrants as follows:

3.1 Perfection Certificate. All the information contained on the Perfection Certificate attached hereto as **Exhibit A** (the "**Perfection Certificate**") is true, correct and complete.

3.2 Legal Name; Chief Executive Office; Other Offices.

3.2.1 Legal Name. The name of the Guarantor set forth in Section 1(a) of the Perfection Certificate is the true, correct and complete legal name of the Guarantor, and except as otherwise disclosed in the Perfection Certificate, the Guarantor has not done business under, or used, any trade name or other name.

3.2.2 Chief Executive Office. The address of the Guarantor set forth in Section 2(a) of the Perfection Certificate is the chief executive office of the Guarantor and the place where the Guarantor keeps all of its business records.

3.2.3 Other Offices and Locations. Except as otherwise disclosed in the Perfection Certificate, all tangible Collateral of the Guarantor is located at such chief executive office.

3.3 Title; No Other Liens. Except for (a) the Lien granted to the Lender pursuant to this Agreement and (b) the Permitted Liens, the Guarantor owns each item of the Collateral free and clear of any and all Liens or claims of others except for the claims, if any, of Digital with respect to those items of property set forth on Schedule E. No security agreement, financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as may have been filed in favor of the Lender, pursuant to this Agreement or as may be permitted pursuant to the Financing Agreement.

3.4 Perfected First Priority Liens. Assuming the proper completion and filing of the financing statements in the appropriate offices in each of the jurisdictions listed in Section 5 of the Perfection Certificate, including those financing statements previously filed (the filing of which are hereby ratified and approved), and assuming the payment of the requisite fees in connection therewith, to the knowledge of the Guarantor, the Liens granted by the Guarantor pursuant to this Agreement will constitute perfected Liens on the Collateral in which a security

interest may be perfected pursuant to Article 9 of the Uniform Commercial Code as in effect in each relevant jurisdiction in favor of the Lender, which are prior to all other Liens on such Collateral created by the Guarantor and in existence on the date hereof (except the Permitted Liens) and which are enforceable as such against all creditors of and purchasers from the Guarantor, except in each case as enforceability is affected by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether involved in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

#### SECTION 4. GENERAL COVENANTS.

The Guarantor hereby covenants and agrees as follows:

4.1 Changes in Name and Locations. The Guarantor will not (i) change its name, identity or organizational structure or chief executive office or place where its business records are kept, (ii) move any tangible Collateral to a location other than those set forth in the Perfection Certificate, or (iii) merge into or consolidate with any other entity, unless in each case it shall have given the Lender at least thirty (30) days prior written notice thereof and all filings and other actions to maintain the perfection of the security interest granted hereby shall have been made.

4.2 Maintenance of Records. The Guarantor will keep and maintain at its own cost and expense adequate and complete records of the Collateral, including, without limitation, a record of all payments received and all credits granted with respect to the Accounts. The Guarantor will, upon request of the Lender, mark its books and records pertaining to the Collateral to evidence this Agreement and the security interests granted hereby.

4.3 Right of Inspection. The Lender shall at all reasonable times have full and free access during normal business hours and upon reasonable prior notice to all the books, correspondence and records of the Guarantor, and the Lender and its representatives may, at such times, examine the same, take extracts therefrom and make photocopies thereof, and the Guarantor agrees to render to the Lender, at the Guarantor's cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto. Upon reasonable prior notice to Guarantor, the Lender and its representatives shall have the right, during normal business hours to enter into and upon any premises where any of the Inventory or Equipment is located for the purpose of inspecting the same, observing its use or otherwise protecting its interests therein.

4.4 Payment of Taxes and Other Amounts. The Guarantor will pay promptly when due all taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of its income or profits therefrom, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral which have a reasonable likelihood of adverse determination, except that no such charge need be paid if (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, (b) such proceedings do not involve any material danger of the sale, forfeiture or loss of any material portion



of the Collateral or any interest therein and (c) such charge is adequately reserved against on the Guarantor's books in accordance with GAAP or if the failure to pay such charge would not have a Material Adverse Effect.

4.5 Maintenance and Use of Properties. The Guarantor will safeguard, protect and preserve the Collateral for the benefit of the Lender, will keep the Collateral free from any Lien (other than the Permitted Liens and Liens in favor of the Lender), will keep all tangible property constituting part of the Collateral in good working order and repair, will preserve all beneficial contract rights, will take commercially reasonable steps to collect all Accounts, and will not waste or destroy the Collateral or any part thereof; and the Guarantor will otherwise preserve, maintain and protect its rights and keep its properties and assets in good repair, working order and condition, and capable of identification, and make (or cause to be made) all needful and proper repairs or renewals, additions and improvements thereto and replacements thereof, and shall use its assets only in the ordinary course of business and in compliance with all applicable law.

4.6 Notices and Reports Pertaining to Collateral. The Guarantor will (a) promptly notify the Lender of any Lien (except for Liens in favor of the Lender and Permitted Liens) asserted against the Collateral and of any information received by the Guarantor relating to the Collateral (including the Accounts, the account debtors or other persons obligated in connection therewith) that may in any way materially adversely affect the value of the Collateral or the rights and remedies of the Lender with respect thereto; (b) promptly notify the Lender when it obtains knowledge of actual or threatened bankruptcy or other insolvency proceeding of any material account debtor or issuer of Securities; (c) deliver to the Lender, as the Lender may from time to time request, delivery receipts, customers' purchase orders, shipping instructions, bills of lading and any other evidence of shipping arrangements; (d) notify the Lender of any return or adjustment, rejection, repossession, or loss or damage of or to merchandise represented by Accounts or constituting Inventory if material in amount and of any credit, adjustment or dispute arising in connection with the goods or services represented by Accounts or constituting Inventory if material in amount; and (e) notify the Lender of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or, with respect to any material portion of the Collateral, on the Liens created hereunder.

The Guarantor authorizes the Lender to destroy all invoices, delivery receipts, reports and other types of documents (other than documents constituting Collateral) and records submitted to the Lender in connection with the transactions contemplated herein at any time subsequent to twelve (12) months from the time such items are delivered to the Lender.

4.7 Liens on Collateral. The Guarantor will defend the Collateral against, and will take such other action as is necessary to remove, any Lien or claim on or to the Collateral, other than the Liens created hereby and the Permitted Liens, and will defend the right, title and interest of the Lender in and to any of the Collateral against the claims and demands of all Persons whomsoever.

#### 4.8 Maintenance of Insurance.

(a) The Guarantor will maintain insurance, at all times, with financially sound and reputable companies as are reasonably satisfactory to the Lender, in such amounts and against such risks as are customarily insured against by businesses operating in a similar line of business in a similar area, and consistent with sound business practice, in no event less than the lesser of (i) the full insurable replacement cost value of all of the Guarantor's tangible personal property (and, in any case, the amount necessary to avoid any coinsurance or contributions by the Guarantor) or (ii) the total aggregate outstanding principal indebtedness owing by Digital to the Lender, including casualty insurance covering the Collateral and other property of the Guarantor against the hazards of fire, flood, sprinkler leakage, burglary, theft, pilferage, loss in transit, those hazards covered by extended coverage, and such other coverages as the Lender may reasonably require, all such insurance to be in such form, for such periods and with such companies as shall be reasonably acceptable to the Lender. All premiums thereon shall be paid by the Guarantor and if the Guarantor fails to do so after notice from Lender, the Lender may at its option (but without obligation) procure such insurance and charge the cost to the Guarantor's account, provided, however, that any such payment by the Lender shall not constitute satisfaction of the Guarantor's obligations with respect to payment hereunder, or a waiver by the Lender of any Event of Default with respect to such non-payment.

(b) All such insurance policies shall provide, in form and substance satisfactory to the Lender, that: (i) any loss thereunder shall be payable to the Lender as loss payee (first to the Lender and then to the Guarantor, as their interests may appear); (ii) any such payment to the Lender shall be made by an instrument to the Lender alone and not to the Guarantor and the Lender jointly; and (iii) no cancellation or modification of such policy shall be effective without at least thirty (30) days prior written notice to the Lender. If any insurance losses are paid by check, draft or other instrument payable to the Guarantor and the Lender jointly, the Lender may endorse the Guarantor's name thereon and do such other things as the Lender may deem advisable to reduce the same to cash. If an Event of Default has occurred, all loss recoveries received by the Lender upon any such insurance shall be applied to the Obligations, whether or not matured, in such order as the Lender in its sole discretion may determine; otherwise, Lender shall pay such loss recoveries to the Guarantor. Any surplus shall be paid by the Lender to the Guarantor or applied as may be otherwise required by law.

(c) Certificates of insurance of, and upon request, the original policies of, all such casualty insurance policies and endorsements thereto, shall be delivered to the Lender; and, upon request, satisfactory evidence of general liability, products liability, workers' compensation and other insurance coverage, in form and substance satisfactory to the Lender, shall be furnished to the Lender, in each case within three (3) business days of each Lender's request therefor. The Guarantor shall advise the Lender of each claim made by the Guarantor under any

policy of insurance which covers the Collateral and following the occurrence of an Event of Default, will permit the Lender, to the exclusion of the Guarantor, at the Lender's option in each instance, to conduct the adjustment of each such claim.

4.9 Actions Regarding Perfection; Further Assurances. From time to time, whether or not requested by the Lender, the Guarantor will take all steps and actions requested by the Lender and necessary in order to create, confirm and maintain a valid and perfected security interest in favor of the Lender in the Collateral and will join with the Lender in taking any such actions reasonably requested by the Lender, including executing one or more financing statements in form satisfactory to the Lender, and will pay the cost of filing the same in all public offices wherever filing is deemed by the Lender to be necessary for the purpose of creating, perfecting, or maintaining the perfection or priority of the security interests granted herein; and the Guarantor, from time to time, at the request of the Lender, will do such additional and further acts and things, provide such assurances and execute and deliver such documents, all as are deemed desirable by the Lender in order to more completely vest in and assure to the Lender all of its rights hereunder and in or to the Collateral. The Guarantor will furnish to the Lender from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Lender may reasonably request, all in reasonable detail.

4.10 Costs and Expenses. The Guarantor agrees to pay (a) the reasonable costs of producing and reproducing this Agreement, the other Financing Documents and the other agreements and instruments mentioned herein, (b) any taxes (including any interest and penalties in respect thereto) payable by the Lender (other than taxes based upon the Lender's net income) on or with respect to the transactions contemplated by this Agreement (the Guarantor hereby agreeing to indemnify the Lender with respect thereto), (c) the reasonable fees, expenses and disbursements of counsel to the Lender incurred in connection with the preparation, administration or interpretation of the Financing Documents and other instruments mentioned herein, and amendments, modifications, approvals, consents or waivers hereto or hereunder, (d) the fees, expenses and disbursements of the Lender incurred by the Lender in connection with the preparation, administration or interpretation of the Financing Documents and other instruments mentioned herein, (e) all reasonable out-of-pocket expenses (including without limitation reasonable attorneys' fees and costs, and reasonable consulting, accounting, appraisal, investment banking and similar professional fees and charges) incurred by the Lender in connection with (i) the enforcement of or preservation of rights under any of the Financing Documents against the Guarantor or the administration thereof after the occurrence of an Event of Default (including engineering or appraiser charges) and (ii) any litigation, proceeding or dispute whether arising hereunder or otherwise, in any way related to the Lender's relationship with the Guarantor under the Financing Documents and (f) all reasonable fees, expenses and disbursements of the Lender incurred in connection with UCC searches, UCC filings or mortgage recordings. The covenants contained in this subsection shall survive payment or satisfaction in full of all other Obligations.

## SECTION 5. SPECIFIC COVENANTS REGARDING CERTAIN COLLATERAL.

The Guarantor hereby covenants and agrees as follows:

### 5.1 Accounts.

5.1.1 Collection of Accounts. With respect to all Accounts, (a) unless and until otherwise instructed by the Lender in writing after the occurrence and during the continuance of any Event of Default, the Guarantor shall collect, and continue to collect, all Accounts; (b) the Guarantor shall not, at any time, co-mingle any Accounts with any other funds or deposits in any bank account of the Guarantor; and (c) upon the occurrence and during the continuance of any Event of Default, the Guarantor shall receive all payments of Accounts as the Lender's trustee, and upon written instructions from the Lender, the Guarantor shall immediately deliver to the Lender, as and when, and in the identical form as, received by the Guarantor, all payments, including all checks, drafts, cash, Instruments, and other items and forms of payment, which represent, or constitute Proceeds or collections of the Accounts, each of which shall be endorsed to the Lender or as the Lender may otherwise direct from time to time.

5.1.2 Schedules of Accounts. As and to the extent that the Lender may reasonably request, from time to time, the Guarantor shall provide the Lender with schedules describing all Accounts created or acquired by the Guarantor, provided, however, that the Guarantor's failure to execute and deliver such schedules shall not affect or limit the Lender's security interest or other rights in and to each Account; together with each schedule, the Guarantor shall furnish copies of invoices or equivalents acceptable to the Lender, and shall warrant the genuineness thereof; and the Guarantor shall also, on request of the Lender, furnish the Lender the original shipping or delivery receipts for all goods sold.

5.1.3 Notification To Account Debtors. The Lender or the Lender's designee may, at any time or times upon the occurrence of any Event of Default and during the continuance thereof, with notice to the Guarantor (given before, concurrently with or within a reasonably prompt time thereafter) notify customers or Account Debtors of the Guarantor, either in the name of the Lender or the Guarantor, that Accounts of the Guarantor have been assigned to the Lender or of the Lender's security interest therein, and may instruct such customers or Account Debtors to make payment directly to the Lender or such other address as may be specified by the Lender, and the Lender may collect directly from the obligors thereon all amounts due on account of any or all of the Accounts and may charge the collection costs and expenses to the Guarantor..

5.1.4 Allowances and Adjustments. Unless and until otherwise instructed by the Lender in writing after the occurrence and during the continuance of any Event of Default, the Guarantor may grant such allowances or other adjustments to Account Debtors as may reasonably accord with sound business practice; provided, however, that no general allowances, adjustments or extensions of time for payment outside of the ordinary course of the Guarantor's business shall be granted without the Lender's prior

written consent and provided that the Guarantor shall furnish the Lender with full reports with respect to such allowances and adjustments.

5.1.5 Verification. The Guarantor hereby authorizes the Lender to verify the Accounts, and any portion thereof, including verification with Account Debtors, and with the Guarantor's billing companies, collection agencies, and accountants and after the occurrence of an Event of Default to sign the Guarantor's name to any notice to Account Debtors or any notice relative to such verification.

## 5.2 Inventory.

5.2.1 Pricing, Credit Terms and Accounts. So long as no Event of Default has occurred and is continuing, the Guarantor may sell items of Inventory: (a) for cash in amounts not less than the Guarantor's published, usual or customary prices, less only usual and customary discounts for volume sales or prompt payment; or (b) on credit terms usual and customary in the business conducted by the Guarantor, at prices which conform to the above terms, and under such circumstances as give rise to Accounts subject to this Agreement.

5.2.2 Notice to Processors. If any Inventory is in the possession or control of any agents or processors, the Guarantor shall notify them of the Lender's security interest therein, and at the Lender's request, instruct them to hold the same for the Lender's account and subject to the Lender's instructions. The Lender shall enjoy all of the rights and remedies of the buyer of the Inventory and shall be subrogated to all guaranties and security now or which may in the future be held by the Guarantor. The Lender shall not be liable in any manner for exercising or refusing or failing to exercise any such rights.

5.3 Equipment - Certificates of Title. The Guarantor shall deliver to the Lender, upon request, the originals of all certificates of title pertaining to any Equipment for which such certificates are or should be issued under applicable law, together with a duly completed and executed application to add the Lender as a lienholder on each such certificate provided that Guarantor shall not be required to deliver such certificates of title with respect to motor vehicles. The Guarantor covenants and agrees that it will promptly deliver to the Lender, upon request, all certificates of title relating to any Equipment hereafter acquired, together with duly completed and executed applications to add the Lender as a lienholder therewith (in form and content satisfactory for filing with the appropriate office), and that the Guarantor shall not seek to obtain any certificate of title for any Equipment currently lacking such a certificate, and it shall not attempt to recertify or obtain a new certificate for any Equipment currently evidenced by a certificate of title (whether in The State of Nevada or any other jurisdiction) without first notifying the Lender, and only if the original of such certificate of title is or will be delivered to the Lender upon issuance thereof and does or will properly name the Lender as first lienholder thereon (subject only to any Permitted Liens), in each case duly perfecting the Lender's security interest granted under this Agreement.

5.4 Securities. Until an Event of Default shall occur, the Guarantor shall retain the right to vote any of the Securities constituting Collateral in a manner not inconsistent with the terms of this Agreement and the Financing Agreement. If the Guarantor, as registered holder of

such Securities, (i) receives, following the occurrence and during the continuance of any Event of Default, any dividend or other distribution in cash or other property in connection with the liquidation or dissolution of the issuer of such Securities, or in connection with the redemption or payment of such Securities, or (ii) receives, at any time, any stock certificate, option or right, or other distribution, whether as an addition to, in substitution of, or in exchange for, such Securities, or otherwise, the Guarantor agrees to accept the same in trust for the Lender and to deliver the same forthwith to the Lender or its designee, in the exact form received, with the Guarantor's endorsement or reassignment when necessary, to be held by the Lender as Collateral. Upon request of the Lender, the Guarantor will (i) deliver all of its Securities constituting Collateral and represented by certificates (including without limitation, all of the Capital Stock of its Subsidiaries) to the Lender to hold pursuant to the terms of this Agreement, (ii) register in the name of the Lender or its designee any uncertificated Security constituting Collateral or the Lender's security interest therein on the books maintained by or on behalf of the issuer thereof or the depository therefor and (iii) do all things necessary or desirable, as reasonably determined by the Lender, to transfer control over any Securities to the Lender (including, but not limited to, registering the Lender as the holder of the entitlement with respect to any securities account or commodities contract, as appropriate, and entering into any control agreement, in the form designated by the Lender, pursuant to which the securities intermediary shall agree that it will comply with entitlement orders originated by the Lender without further consent of the Guarantor, and entering into any control agreement, in the form designated by the Lender, pursuant to which the commodity intermediary shall agree that it will apply any value distributed on account of any commodity contract as directed by the Lender without further consent by the Guarantor).

5.5 Chattel Paper. Unless an Event of Default shall have occurred and be continuing, the Guarantor shall be entitled to retain possession of all Collateral consisting of Chattel Paper, and shall hold all such Chattel Paper in trust for the Lender. If an Event of Default shall have occurred and be continuing, upon the request of the Lender, such Chattel Paper shall be immediately delivered to the Lender, to be held as Collateral pursuant to this Agreement. The Guarantor shall not permit any other Person (other than a Subsidiary) to possess any such Collateral at any time.

5.6 Governmental Contracts. The Guarantor shall, to the extent practicable, provide reasonable advance notice to the Lender (a) prior to or, if such advance notice is not practicable, shall provide notice to the Lender promptly after, entering into a contract with a Governmental Authority and (b) prior to or, if such advance notice is not practicable, shall provide notice to the Lender promptly after, the sale of goods to a Governmental Authority resulting in the creation of an Account if such contract or Account, in the aggregate together with all such contracts then in effect (including any such contract entered into prior to the Closing Date) and/or Accounts then outstanding (including any such Accounts arising prior to the Closing Date), but without duplication, exceed Five and 00/100 Percent (5.00%) of net revenues of the Guarantor and its Subsidiaries for the most recently completed fiscal year, and shall, at the request of the Lender, provide any notices and make any filings required under the Federal Assignment of Claims Act in order to grant, maintain and/or perfect the security interest of all such contracts and Accounts granted pursuant to this Agreement.

## SECTION 6. POWER OF ATTORNEY.

6.1 Appointment and Powers. The Guarantor hereby irrevocably constitutes and appoints the Lender as the Guarantor's true and lawful attorney, coupled with an interest, with full power of substitution (in each case at the sole risk, cost and expense of the Guarantor but for the benefit of the Lender) to do the following:

(a) at any time or times (whether or not an Event of Default has occurred), to file and record without the Guarantor's signature, or to sign the Guarantor's name to and file and record, financing statements and any other instruments (including applications to name the Lender as lienholder on any motor vehicle or other certificates of title), and to take such other actions as the Lender may deem necessary in order to perfect or maintain the perfection or priority of or disclose or protect the Lender's security interests in the Collateral or any portion thereof; and

(b) in addition to the actions described above, at any time or times after an Event of Default has occurred and is continuing, to receive and open the Guarantor's mail, remove therefrom and hold or apply any Collateral and dispose of such mail or turn over such mail (other than such Collateral) to the Guarantor or any trustee in bankruptcy, receiver, assignee for benefit of creditors or other legal representatives to whom the Lender determines to be the appropriate recipient thereof; to endorse the name of the Guarantor in favor of the Lender upon any and all checks, drafts, notes, money orders, acceptances and other items, Instruments and forms of payment, and to sign and endorse the name of the Guarantor on, and receive as secured party, any of the Collateral; to sign the Guarantor's name to any invoices, schedules, freight or express receipts, bills of lading, and other Documents or writings of a similar or different nature, relating to the Collateral; to sign the name of the Guarantor on any schedules and assignments of Accounts, and on notices of assignment, financing statements and other public records relating to the Collateral, and on any notice to the Guarantor's Account Debtors for verification of the Receivables Collateral; to prosecute, defend, compromise or release any action relating to the Collateral; to notify the post office authorities to change the address for delivery of the Guarantor's mail to an address designated by the Lender, and to sign change of address forms therefor; to sign the Guarantor's name in proofs of claim in bankruptcies of Account Debtors, notices of lien, claims of mechanics liens, or assignments or releases of any Liens securing the Accounts; to take any such actions as may be necessary to obtain payment of any letter of credit of which the Guarantor is a beneficiary; to repair, manufacture, assemble, complete, package, deliver, alter or supply goods, if any, necessary to fulfill in whole or in part the purchase order of any customer of the Guarantor; to notify any Persons of the rights and interests of the Lender, of the applicable Events of Default and of any matter relating to Collateral; to take any and all other actions (including, without limitation, the right to sue in the name of the Guarantor or the Lender to collect upon any and all Collateral and to settle, adjust or compromise any and all claims with respect to Collateral including insurance claims) as the Lender shall deem necessary or expedient to convert the Collateral into cash; and otherwise to exercise any rights or remedies of the Lender hereunder or under any of the Financing Documents, or otherwise under agreement or applicable law, including the UCC.

6.2 Ratification and Indemnification Under Power of Attorney. In connection with all powers of attorney set forth in this Agreement, the Lender shall have full power to exercise such

powers as fully and effectually as the Guarantor might or could do; the Guarantor agrees that the Lender shall not be obligated to exercise any of the powers authorized herein, and shall be free to exercise or refrain from exercising any of such powers at any time or times in its absolute discretion, and, if the Lender elects to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Guarantor except for the Lender's gross negligence, actual bad faith or willful misconduct; and all powers conferred upon the Lender by this Agreement, being coupled with an interest, shall be irrevocable until such time as all Obligations have been paid (without being subject to or susceptible of recovery by any Person) or performed and the Lender's agreement, if any, to make advances has terminated.

6.3. Performance By Lender of Guarantor's Obligations. If the Guarantor fails to perform or comply with any of its agreements contained herein and the Lender, as provided for by the terms of this Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with any agreement, the expense of the Lender incurred in connection with such performance or compliance, together with interest thereon at the rate per annum set forth in subsection 4.5(c) of the Financing Agreement, shall be payable by the Guarantor to the Lender on demand and shall constitute Obligations secured hereby.

#### SECTION 7: EVENTS OF DEFAULT.

Upon the occurrence of any one or more Events of Default, any and all Obligations shall become immediately due and payable.

#### SECTION 8: REMEDIES.

8.1 General Remedies. In addition to and without in any way limiting any other rights and remedies available to the Lender under this Agreement prior to an Event of Default, or any other rights and remedies available to the Lender (whether prior to or after an Event of Default) under any of the other Financing Documents or under applicable law or in equity, upon and at any time or times after the occurrence and during the continuance of any Event of Default:

8.1.1 the Lender may declare and cause all or any portion of the Obligations to be immediately due and payable;

8.1.2 the Lender may decline to honor the credit of Digital or may refuse to make further advances to Digital;

8.1.3 the Lender may collect the Accounts with or without taking possession of the Collateral;

8.1.4 the Lender shall be entitled to immediate possession of the Collateral or any portion or portions thereof and may enter upon the Guarantor's premises to take possession thereof; may require the Guarantor to assemble the Collateral and make it available to the Lender at a place to be designated by the Lender which is reasonably convenient to both parties; or may require the Guarantor to deliver copies of all records relating to the Collateral to the Lender;



8.1.5 the Lender may enter upon, occupy, and use any premises owned or occupied by the Guarantor and may exclude the Guarantor from such premises or portion thereof as may have been so entered upon, occupied, or used by the Lender; the Lender shall not be required to remove any of the Collateral from any such premises upon the Lender's taking possession thereof, and may render any Collateral unusable to the Guarantor; and in no event shall the Lender be liable to the Guarantor for use or occupancy by the Lender of any premises pursuant to this Agreement except for claims arising out of the Lender's gross negligence, actual bad faith or willful misconduct, nor for any charge (such as wages for the Guarantor's employees and utilities) incurred in connection with the Lender's exercise of the Lender's rights and remedies;

8.1.6 the Lender may take such steps as it deems necessary to protect the Lender's interest in, and to preserve the Collateral, and the Guarantor agrees to cooperate fully with all of the Lender's efforts and to take such actions as the Lender shall reasonably direct, all to preserve the Collateral;

8.1.7 the Lender shall have the rights and remedies of a secured party under the UCC and other applicable laws, the choice and manner of exercise of any right or remedy being in the Lender's sole discretion; and, pursuant thereto, the Lender shall have the right to foreclose the security interest granted in any Collateral by any available judicial procedure and to take possession of and sell any or all of the Collateral with or without judicial process; the Lender may lease or otherwise dispose of the Collateral, or may sell the Collateral, or any part thereof, at public or private sales, at any time or place (including the Guarantor's premises), in one or more sales, at such price or prices, and upon such terms, either for cash, credit or future delivery, as the Lender may elect, and, except as to that part of the Collateral which is perishable or threatens to decline speedily in value, or is of the type customarily sold on a recognized market, the Lender shall give the Guarantor reasonable notification of such sale or sales, it being agreed that, in all events, reasonable notification means written notice mailed to the Guarantor at least ten (10) days prior to each such public sale or prior to the date after which any such private sales or other intended dispositions may be made; at any public sale the Lender may (but shall have no obligation to) bid for and become the purchaser of any Collateral; the Guarantor hereby waives any and all rights it may have to judicial hearing in advance of the enforcement of any of the Lender's rights hereunder, including the Lender's right to take immediate possession of the Collateral; and the Lender may do any of the foregoing or otherwise deal with the Collateral in its then condition, or following such preparation as the Lender deems advisable, with or without taking possession thereof;

8.1.8 the Lender shall have the right to apply to the Obligations any deposits or other sums at any time credited by or due from the Lender to the Guarantor; and

8.1.9 the Lender may treat any or all of the Financing Documents as being in default and may exercise any rights and remedies thereunder as it shall deem appropriate.

8.2 License. With respect to the Lender's exercise of rights and remedies hereunder after the occurrence of an Event of Default including in connection with any completion of the manufacture of Inventory or sale or other disposition of Inventory, the Guarantor hereby grants

to the Lender a nonexclusive irrevocable license to use, apply, and affix any trademark, trade name, logo, or the like in which the Guarantor now or hereafter has rights.

8.3 No Duty of Preservation; Joint Property. The Lender may at all times proceed directly against the Guarantor, or against any other Person responsible for any Obligations, to enforce the payment of the Obligations, and the Lender shall not be required to take any action of any kind to preserve, collect upon or protect the rights of the Lender or of any other Person in any Collateral, except as specifically required by the UCC. Without limiting the generality of the foregoing, the Lender shall not be required to take any action to preserve rights against prior parties in the cases of Instruments or Chattel Paper, and the Lender may co-mingle any items of Collateral with other property and shall not be required to keep any Collateral identifiable.

8.4 Remedies Not Exclusive. The enumeration of rights and remedies in the Financing Documents is not intended to be exclusive, and they shall be in addition to and not by way of limitation of such others as the Lender may have under the UCC, other applicable law, and any and all other Documents, Instruments, agreements or other writings between or among the Guarantor, the Lender or other Persons. The Lender shall, in its sole discretion, determine its choice of rights and remedies and the order in which they shall be exercised, and which Collateral, if any, is to be proceeded against and in which order. The exercise of any right or remedy against the Guarantor, any other Person or any or all Collateral shall not preclude the exercise of others or the exercise thereof against the Guarantor, any other Persons or any other Collateral, all of which shall be cumulative. No act, failure or delay by the Lender shall constitute a waiver of any of its rights and remedies. No single or partial waiver by the Lender of any provision of the Financing Documents, or of any breach or default thereunder, or of any right or remedy which the Lender may have shall operate as a waiver of any other provision, breach, default, right or remedy or of the same one on a future occasion.

8.5 Deficiency. The Guarantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Obligations and the reasonable fees and disbursements of any attorneys employed by the Lender to collect such deficiency.

8.6 Requirement of Law. Notwithstanding any provision contained in this Agreement to the contrary, the exercise of remedies or any power of attorney granted hereunder with respect to Collateral is subject to any applicable Requirement of Law of any Governmental Authority. No action will be taken by the Lender hereunder if such action will result in a violation of any applicable Requirement of Law of any Government Authority by Lender or Guarantor or any Subsidiary.

## SECTION 9: MISCELLANEOUS.

9.1 Survival of Covenants; Binding Effect. All agreements, representations, covenants and warranties made by the Guarantor in this Agreement, the other Financing Documents, or in any certificate or other document delivered to the Lender in connection herewith shall survive the termination of this Agreement and survive the execution and delivery of this Agreement, and shall remain in full force and effect until all Obligations to the Lender have been paid in full and satisfied, and the security interest, Lien and rights granted to the

Lender in any Collateral and its rights and remedies hereunder and under the other Financing Documents shall continue in full force and effect, notwithstanding the fact that Loans may, from time to time, be in a zero or credit position, until all Obligations have been satisfied. All the terms and provisions of this Agreement and the other Financing Documents shall be binding upon, inure to the benefit of and be enforceable by and against the parties hereto and their respective successors and assigns.

9.2 Prior Discussions; Amendments in Writing; Counterparts; Filing As Financing Statement. This Agreement and all other Financing Documents incorporate all discussions and negotiations between the Guarantor and the Lender, either express or implied, concerning the matters included herein and therein, any custom, usage or other writing to the contrary notwithstanding. No such discussions or negotiations shall limit, modify, or otherwise affect the provisions of the Financing Documents. Notwithstanding any provision of this Agreement to the contrary, it is expressly agreed that this Agreement, and the provisions hereof, are not intended to, and shall not be construed to, modify, supersede or amend any of the Financing Documents, and that each such Financing Document shall remain in full force and effect regardless of the execution and delivery of this Agreement. This Agreement may be amended or modified only in writing signed by the parties hereto, and in the case of the Lender signed by a duly authorized officer thereof. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but such counterparts together shall constitute one and the same instrument. A carbon, photographic or other reproduction of this Agreement or of any financing statement executed to perfect the security interest created herein may be filed as a financing statement under the UCC (or under the Uniform Commercial Code in effect in any jurisdiction outside Nevada).

9.3 General Indemnification. The Guarantor shall, and does hereby, indemnify and save the Lender harmless from (and agrees to defend the Lender from) any and all liabilities, damages, costs, losses and expenses (including court costs and attorney's reasonable fees and expenses) that the Lender may sustain or incur by reason of, relating to or arising out of the defending or protecting of any Collateral or the priority of the Lender's interest therein, or in collecting or enforcing the Obligations, or in enforcing any of the Lender's rights or remedies, or in the prosecution or defense of any action or proceeding concerning any matter growing out of or connected with this Agreement, any of the other Financing Documents, the Obligations, the Collateral, or any other Person responsible for any of the Obligations (each of which may be defended, compromised, settled or pursued by the Lender with counsel of the Lender's selection, at the expense of the Guarantor) except for such claims which have been determined by a court of competent jurisdiction to have arisen out of the Lender's actual bad faith, willful misconduct or gross negligence. The within indemnification shall survive termination of this Agreement. The Guarantor's obligations under this subsection constitute part of the Obligations secured by the security interest created by this Agreement.

9.4 Destruction of Documents; Receipt of Copy. This Agreement and all other Financing Documents may be reproduced by the Lender by any photographic, photostatic, microfilm, or similar process, and the Lender may destroy the original from which any document was so reproduced. Any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and

whether or not such reproduction was made in the regular course of business). The Guarantor acknowledges receipt of a true, correct and complete copy or counterpart of this Agreement.

9.5 Notices. All notices required or permitted hereunder shall be in writing and delivered in accordance with the provisions of the Financing Agreement.

9.6 Application of Proceeds. Subject to the provisions of the Financing Agreement, the Lender shall apply (or change any application previously made of) the proceeds of any collection, sale or other disposition of the Collateral, or of any other payments received hereunder, toward the Obligations in such order and manner as the Lender, in its sole discretion, shall determine, any statute (the application of which may be waived or modified by agreement), customs or practices to the contrary notwithstanding. The Guarantor shall remain liable to the Lender for any deficiency remaining following such application.

9.7 Severability. If any provision of this Agreement or any of the other Financing Documents, or any portion of such provision, or the application thereof to any Person or circumstance, shall to any extent be prohibited or held invalid or unenforceable, the remainder of this Agreement and the other Financing Documents or the remainder of such provision and the application thereof to other Persons or circumstances (other than those as to which it is prohibited or held invalid or unenforceable) shall not be affected thereby, and each term and provision hereof and of the other Financing Documents shall be valid and enforced to the fullest extent permitted by law. To the extent permitted by law, the parties hereto waive any provision of law which renders any such provision or the application thereof to any Person or circumstance prohibited, invalid or unenforceable in any respect.

9.8 Headings. Headings appearing in this Agreement are intended for convenience only and do not constitute, and shall not be interpreted to be, a part of this Agreement.

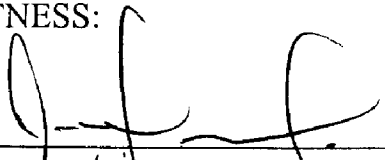
9.9 Waiver of Jury Trial. THE GUARANTOR AND THE LENDER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

9.10 Governing Law; Jurisdiction. This Agreement is executed and delivered in The State of Nevada, and for all purposes shall be construed in accordance with and governed by the laws of The State of Nevada, without giving effect to the conflict of law provisions thereof. The Guarantor submits itself to the non-exclusive jurisdiction of the Courts of The State of Nevada for all purposes with respect to the Financing Documents and the Guarantor's relationship with the Lender hereunder.

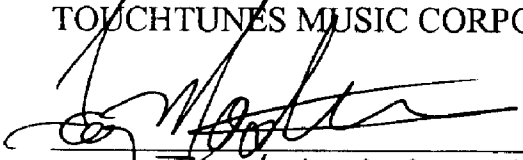
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IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered under its seal as of the date first above written.

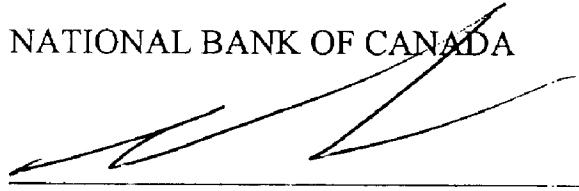
WITNESS:

  
Name: CHRIS MARCOLEFAS

TOUCHTUNES MUSIC CORPORATION

By:   
Name: TONY MASTRONARDI  
Title: PRESIDENT, CEO  
Its duly authorized officer

NATIONAL BANK OF CANADA

By:   
Name:  
Title:

PABOS2:JAP:302087\_1

PERFECTION CERTIFICATE

to

SECURITY AGREEMENT

of

TOUCHTUNES MUSIC CORPORATION  
(the "Guarantor" or "Debtor")

in favor of

NATIONAL BANK OF CANADA  
(the "Lender" or "Secured Party")

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The undersigned, **Tony Mastronardi**, President of the Guarantor, hereby certifies to the Lender, with reference to that certain Security Agreement, dated of even date herewith, by and between the Guarantor and the Lender, as follows:

1. Names.

(a) The exact corporate name of the Guarantor as it appears on its organizational documents and its taxpayer identification number are as follows:  
TOUCHTUNES MUSIC CORPORATION

(b) The following is a list of all other names (including trade names or similar appellations) used by the Guarantor or any other business or organization to which the Guarantor became the successor by merger, consolidation, acquisition, change in form, nature or jurisdiction of organization or otherwise, at any time during the past five (5) years: TECHNICAL MAINTENANCE CORPORATION

2. Locations.

(a) The chief executive office of the Guarantor is located at the following address: **1800 East Sahara, Suite 107, Las Vegas, Nevada, 89104, U.S.A.**

(b) The following is a list of all of the other locations in which the Guarantor maintains any books or records relating to any of the Collateral consisting of Accounts, Chattel Paper, General Intangibles or mobile goods: : **1110 Lake Cook Road, Suite 100, Buffalo Grove, IL., 60089, U.S.A., 2300 Computer Avenue, Suite 1 1-2, Willow Grove, PA., 19090, U.S.A., 3 Commerce Place, 4<sup>th</sup> Floor, Nun's Island, Quebec, H3E 1H7.**

(c) The following are all of the other places of business of the Guarantor: **1110 Lake Cook Road, Suite 100, Buffalo Grove, IL., 60089, U.S.A., 2300 Computer Avenue, Suite 1 1-2, Willow Grove, PA., 19090, U.S.A.**

(d) The following are all of the other locations where any Collateral (other than Securities and any Deposit Accounts) is located: **Worldwide Warehouse, 3210 South Central Avenue, Cicero, Illinois, 60650.**

(e) Attached hereto as Schedule A are the names and addresses of all persons or entities other than the Guarantor (i.e. lessees, consignees, warehousemen or purchasers of Chattel Paper) that have possession or are intended to have possession of any of the Collateral consisting of Chattel Paper, Inventory or Equipment:

3. Prior Locations. There have been no other location or place of business maintained by the Guarantor at any time during the past five (5) years.

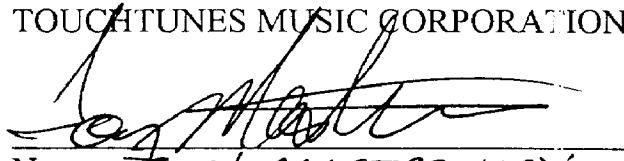
4. UCC Search Report. Attached hereto as Schedule B is a true copy of a Uniform Commercial Code file search report with respect to each jurisdiction identified in Sections 2 or 3 above with respect to each name set forth in Section 1 above, together with a true copy of each financing statement or other filing identified in such file search reports. To the best knowledge of the Guarantor, no other financing statements have been filed listing the Guarantor as a debtor and no such filings are pending except in favor of the Lender or as otherwise described in the attached Uniform Commercial Code file search reports.

Filing Jurisdictions. Attached hereto as Schedule C is a listing of filing jurisdictions. This list will be amended from time to time as warranted by the developments in the Borrower's and Debtor's business.

IN WITNESS WHEREOF, the undersigned has hereunto signed this Perfection Certificate on August 9, 1999.

TOUCHTUNES MUSIC CORPORATION

By:



Name: TONY MASTRONARDI

Title: PRESIDENT, CEO

Its duly authorized officer

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## SCHEDULE A

### DEBTOR:

Touchtunes Digital Jukebox, Inc.  
3 Commerce Place, 4th flr.  
Montreal, Quebec H3E1H7

Touchtunes Music Corporation  
(f/k/a Technical Maintenance Corporation)  
1800 East Sahara, Suite 107  
Las Vegas, NV 89104

### SECURED PARTY:

National Bank of Canada  
600 de La Gauchetiere Street West  
Montreal, Quebec H3B4L2

The Secured Party has a continuing security interest in and to all of the present and future rights, title and interests of the Debtor in and to the following property, and each item thereof, all whether now or hereafter existing, or owned or acquired by Debtor, or now or hereafter arising or due or to become due, wherever such property may be located, together with all substitutions for, replacements of, additions to, accession to, and Products, Proceeds and records of any and all of the following (collectively, the "Secured Property"):

(a) all Accounts (including without limitation, all accounts receivable, contract rights, book debts, notes, drafts and other obligations or indebtedness owing to the Debtor arising from the sale, lease or exchange of goods or other property by it and/or the performance of services by it (including, without limitation, any such obligation which might be characterized as an account, contract right or general intangible under the Uniform Commercial Code in effect in any jurisdiction) and all of the Debtor's rights in, to and under any goods, services or other property represented by any of the foregoing (including returned or repossessed goods and unpaid sellers' rights of rescission, replevin, reclamation and rights to stoppage in transit) and all monies due or to become due to the Debtor under all contracts for sale, lease or exchange of goods or other property and/or the performance of services by it (whether or not yet earned by performance on the part of the Borrower), in each case whether now in existence or hereafter arising or acquired and any other rights to payment for goods sold or leased or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper and whether or not it has been earned by performance;

(b) all Equipment including without limitation that Equipment as so defined in that certain Movable Hypothec dated April 19, 1999 as amended (the "Agreement") by and between the Secured Party and the Debtor, and as set forth on Schedule E attached hereto, wherever located now or in the future, whether such Equipment is in the possession of the Debtor or not, all rights and contract rights under any equipment lease and any and all substitutions for, replacements of, additions to, accessions to, and Products, Proceeds and any and all records pertaining thereto including but not limited to equipment registrations, equipment license rights, the associated goodwill, and the related assets; items referred to herein which are in transit, returned, rejected, repossessed or detained; and "inventory" as defined in the UCC;

(c) all Inventory including without limitation all that Inventory described in the Agreement and as set forth on Schedule E attached hereto, and all Documents (whether negotiable or non-negotiable) which relate to Inventory and any and all of the Debtor's goods, wares, merchandise, raw materials, supplies, components, work in process, finished goods and all packaging, advertising, shipping material, labels and other devices, names or marks affixed thereto for purpose of selling the same; tangible personal

property held by the Debtor for processing, sale, license, or lease, or furnished or to be furnished by the Debtor under contracts of sale, service or lease or to be used or consumed in the Debtor's business wherever located now or in the future, whether such Inventory is in the possession of the Debtor or not, all rights and contract rights under any Inventory and any and all substitutions for, replacements of, additions to, accessions to, and Products, Proceeds and any and all records pertaining thereto including but not limited to inventory registrations, inventory license rights, the associated goodwill, and the related assets; items referred to herein which are in transit, returned, rejected, repossessed or detained; and "inventory" as defined in the UCC;

(d) all receiveables collateral including all Accounts; all rights of the Debtor to draw under the Agreement and any and all letters of credit; all rights of the Debtor in and to the Inventory which gave rise to any Account; all liens, guaranties and security granted to or held by Debtor with respect to Accounts or other obligations owing to Debtor; and all contract rights, including all rights to payment under contracts not yet earned by performance and not evidenced by an Instrument or Chattel Paper;

(e) all General Intangibles including but not limited to all goodwill, customer lists, records of the operations of Debtor's business, causes of action, judgments, licenses, permits, trade names, logos, trademarks, service marks, patents, patent applications, copyrights, (all as more fully defined herein), literary rights, blueprints, drawings, designs, papers, rights to performance, intellectual property, trade secrets, proprietary processes, developmental ideas and concepts, and proprietary rights, information and property of any kind and nature;

(f) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers, and the goodwill of the business associated therewith, including customer lists, license rights, advertising materials and all other business assets which uniquely reflect the goodwill of the business, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, or any State thereof, or any other country and all renewals thereof, together with all licenses and agreements, written or oral, providing for the grant by or to the Debtor of any right to use any of the foregoing, as more fully set forth below and on the attached Schedules B, C and D;

(g) all copyrights in all works, whether published or unpublished, now existing or hereafter created or acquired, all registrations and recording thereof, and all applications in the United States Copyright Office, together with all licenses and agreements, written or oral, providing for the grant by or to the Debtor of any right under any of the foregoing;

(h) all letters patent of the United States and all reissues and extensions thereof, and all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, together with all licenses and agreements, whether written or oral, providing for the grant by the Debtor of any right to manufacture, use or sell any invention covered by any of the foregoing, as more fully set forth below and on the attached Schedules B, C and D;

(i) All existing and future intellectual property rights and general intangibles, including trademarks and patents, as set forth above, and including as the case may be, any patents and patent applications, copyrights, including in any software, drawings and manuals, trademarks, registered or not,

including any goodwill, confidential information, third party licenses, usage licenses as well as any permits or any other rights which the Debtor possesses or later acquired, relating directly or indirectly thereto including, without limitation, any right pertaining to the registered and unregistered trademarks known as Touchtunes Digital Jukebox (without logo), Touchtunes Digital Jukebox (with the logo), Touchtunes and Touchtunes and design, to the following softwares Jukebox Software version 1.11, Server Software version 1.1 Beta and Real-Time Modular Multi-Process Kernel, and to the following patents and patent applications for inventions entitled: Intelligent Digital Audio Visual Playback System, Method of Communication for an Intelligent Digital Audiovisual Playback System, Motor Vehicle Air Conditioning Control System, Procedure for Selecting a Recording on a Digital Audiovisual Reproduction System and the System for Implementing the Procedure, Audiovisual Distribution System Home Digital Audiovisual Information Recording and Playback Apparatus, System for Distributing and Selecting Audio and Video Information and Method Implemented by said System, Digital Wireless Speakers, Secured Power Supply for Audiovisual Playback System, Audio Settings for Intelligent Digital Playback System, more fully described in Schedules B, C, and D, as the case may be attached hereto;

(j) all Deposit Accounts (including, without limitation, all deposits, cash, money or similar property which is now or hereafter owed by the Debtor or in which the Debtor has an interest, and which is now or hereafter be in the possession, custody or control of the Lender);

(k) all Investment Property (including, without limitation, all stocks, bonds, debentures, securities, treasury bills, certificates of deposit, mutual or money market fund shares, bills, notes, evidences of indebtedness or other obligations issued by any Person (including, without limitation, federal government of the United States or any agency thereof) whether in registered, bearer or other form, and whether certificated or uncertificated, in book-entry or other form) (collectively, the "Securities"); and

(l) All other assets including all assets, rights and interests of the Debtor in the Equipment and Inventory that uniquely reflect or embody the associated goodwill, including the following:

(i) all rights arising under any contracts, agreements, leases or assignments including any and all documents and things in the possession or under control of the Debtor or any third party, or subject to its demand for possession or control, related to the delivery, provision and sale by the Debtor, or any affiliated franchisee, licensee, contractor or lessee of products or services sold or leased by or under the authority of the Debtor or services sold by or under the authority of the Debtor in connection with the Equipment and Inventory, whether prior to, on or subsequent to the date hereof.

(ii) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Debtor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Equipment and Inventory, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity.

(iii) all agreements, contracts, leases, assignments, instruments, documents, and other writings, including security agreements, loan agreements, notes, guarantees, mortgages, deeds of trust, collateral assignments, subordination agreements, contracts, notices, leases, financing statements and

all other written matter, whether heretofore, now, or hereafter executed by or on behalf of the Debtor, and delivered or assigned to the Secured Party in connection with any of the Obligations or contemplated thereby; or concerning the present or future, current or proposed advertising and promotion by the Debtor or any third party (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Equipment and Inventory, together with all agreements and documents referred to therein or contemplated thereby.

(iv) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Equipment and Inventory.

(v) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the delivery and sale of products or services under or in connection with the Equipment and Inventory.

(m) all other items of tangible and intangible personal property of any and every kind and description which are not otherwise described herein.

PABOS2:CJC:238079\_1

SCHEDULE B

DEBTOR:

Touchtunes Digital Jukebox, Inc.  
3 Commerce Place, 4th flr.  
Montreal, Quebec H3E1H7

Touchtunes Music Corporation  
(f/k/a Technical Maintenance Corporation)  
1800 East Sahara, Suite 107  
Las Vegas, NV 89104

SECURED PARTY:

National Bank of Canada  
600 de La Gauchetiere Street West  
Montreal, Quebec H3B4L2

REGISTERED AND NONREGISTERED TRADEMARKS

Trademark	Trademark Application	Filing Date	Country	Procedure Status
Touchtunes Digital Jukebox and Design	75/239,466	02/10/97	U.S.A.	Examination published for Opposition 05/26/98
Touchtunes and Design	75/428,481	02/04/97	U.S.A.	Examination

**SCHEDULE C**

**DEBTOR:**

Touchtunes Digital Jukebox, Inc.  
 3 Commerce Place, 4th fl.  
 Montreal, Quebec H3E1H7

**SECURED PARTY:**

National Bank of Canada  
 600 de La Gauchetiere Street West  
 Montreal, Quebec H3B4L2

Touchtunes Music Corporation  
 (f/k/a Technical Maintenance Corporation)  
 1800 East Sahara, Suite 107  
 Las Vegas, NV 89104

**PATENTS AND PATENT APPLICATIONS**

Inventions	Patent Application Serial No.	Filing Date	Country	Procedure Status
Intelligent Digital Audiovisual Playback System	08/817,690	23/07/97	U.S.A.	Examination
Intelligent Digital Audiovisual Playback System	09/253,734	2/22/99	U.S.A.	Continuation Application of 08/817,690
Intelligent Digital Audiovisual Playback system	08/817,689	13/06/97	U.S.A.	Examination
Method of Communicating for an Intelligent Digital Audiovisual Playback System	08/817,528	05/08/97	U.S.A.	Examination
Intelligent Digital Audiovisual Playback System	08/817,968	02/10/97	U.S.A.	Examination
Home Digital Audiovisual Information and Recording and Playback System	08/817,437	12/06/97	U.S.A.	Examination
Audiovisual Distribution System	08/817,426	19/06/97	U.S.A.	Examination

System for Distribution and Selecting Audio and Video Information and Method Implemented by Said System	08/817,438	02/10/97	U.S.A.	Examination
Process for Selecting a Recording on a Digital Audiovisual Reproduction System and System for Implementing the Process	08/817,826	25/09/97	U.S.A.	Examination
Digital Wireless Speakers	09/161,584	28/09/98	U.S.A.	Examination
Downloading System of Objects or Files for Software Update	09/144,440	01/09/98	U.S.A.	Examination

PATENTS AND CONFIDENTIAL INFORMATION

All of the technical and proprietary information needed for the manufacturing of PC card (Agreement between Touchtunes Digital Jukebox Inc. and TMC Technical Maintenance Corporation and Dialog 4 System Engineering GmbH of June 3, 1998).

## SCHEDULE D

### DEBTOR:

TouchTunes Digital Jukebox, Inc.  
3 Commerce Place, 4<sup>th</sup> Floor  
Montreal, Quebec H3E1H7

TouchTunes Music Corporation  
(f/k/a Technical Maintenance Corporation)  
1800 East Sahara, Suite 107  
Las Vegas, NV 89104

### SECURED PARTY:

National Bank of Canada  
600 de La Gauchetiere Street West  
Montreal, Quebec H3B4L2

### LICENSE AGREEMENTS AND OTHER AGREEMENTS AND CONTRACTS

1. Memorandum of Agreement entered into between Technical Maintenance Corporation (n/k/a TouchTunes Music Corporation) and TouchTunes Digital Jukebox, Inc. on March 18, 1997.
2. License Agreement dated 1998/1/1 entered into between TouchTunes Music Corporation and TouchTunes Digital Jukebox, Inc.
3. Technical Services Agreement dated 1998/1/1 entered into between TouchTunes Music Corporation and TouchTunes Digital Jukebox, Inc.
4. All Partner Lease Agreements (PLA) entered into between Technical Maintenance Corporation (n/k/a TouchTunes Music Corporation) and other parties thereto copies of which have been provided to the Secured Party.
5. Management Services Agreement dated 1998/1/1 entered into between TouchTunes Music Corporation and TouchTunes Digital Jukebox, Inc.
6. Research and Development Agreement dated 1998/1/1 entered into between TouchTunes Music Corporation and TouchTunes Digital Jukebox, Inc.
7. Master Lease Agreement, as amended, dated 1998/8/26 entered into between TouchTunes Digital Jukebox, Inc. and TouchTunes Music Corporation.
8. License Agreement entered into between Technical Maintenance Corporation and TouchTunes Digital Jukebox, Inc. and Thomson Multimedia, Inc.
9. Agreement entered into TouchTunes Digital Jukebox, Inc. and TMC Technical Maintenance Corporation and Diolog 4 System Engineering GmbH on June 3, 1998:
  - The right to use and to manufacture the DSP design;
  - The right to use the Firmware for board functionality and the diagnostic software of TT or any subcontractor of TT with a license to use such software or firmware for the mass production of PC cards.



**SCHEDULE E****DEBTORS**

Touchtunes Digital Jukebox, Inc.  
3 Commerce Place, 4th Floor  
Montreal, Quebec H3E1H7

Touchtunes Music Corporation  
(f/k/a Technical Maintenance Corporation)  
1800 East Sahara, Suite 107  
Las Vegas, NV 89104

**SECURED PARTY**

National Bank of Canada  
600 de La Gauchetiere Street West  
Montreal, Quebec H3B4L2

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
Music & Games	11807-B S. Memorial Parkway Huntsville, AL 35803	21407482430047G	18AD31
Music & Games	11807-B S. Memorial Parkway Huntsville, AL 35803	21407482430048G	18B096
Music & Games	11807-B S. Memorial Parkway Huntsville, AL 35803	21407482430049G	18A75C
Music & Games	11807-B S. Memorial Parkway Huntsville, AL 35803	21407490980015G	18DAF8
Music & Games	11807-B S. Memorial Parkway Huntsville, AL 35803	21407490980016G	18DC00

PABOS2:CJC:233657\_1  
(AL)

**SCHEDULE E****DEBTORS**

Touchtunes Digital Jukebox, Inc.  
 3 Commerce Place, 4th Floor  
 Montreal, Quebec H3E1H7

Touchtunes Music Corporation  
 (f/k/a Technical Maintenance Corporation)  
 1800 East Sahara, Suite 107  
 Las Vegas, NV 89104

**SECURED PARTY**

National Bank of Canada  
 600 de La Gauchetiere Street West  
 Montreal, Quebec H3B4L2

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
SE Darts	9980 Steadman Street Suite A Ketchikan, AK 99901	21407483340031G	18DC44
SE Darts	9980 Steadman Street Suite A Ketchikan, AK 99901	21407483340032G	18D537
SE Darts	9980 Steadman Street Suite A Ketchikan, AK 99901	21407483340081G	18D641
SE Darts	9980 Steadman Street Suite A Ketchikan, AK 99901	21407483340085G	18D94E
SE Darts	9980 Steadman Street Suite A Ketchikan, AK 99901	21407491230032G	18DA96
SE Darts	9980 Steadman Street Suite A Ketchikan, AK 99901	21407491230031G	18DC6C
SE Darts	9980 Steadman Street Suite A Ketchikan, AK 99901	21407483340080G	18D5F5
Seniah Games	P.O. Box 877 Haines, AK 99827	21407483350021G	18D72E
Seniah Games	P.O. Box 877 Haines, AK 99827	21407483350026G	18D778

PABOS2:CJC:233394\_1  
 (AK)

**SCHEDULE E****DEBTORS**

Touchtunes Digital Jukebox, Inc.  
 3 Commerce Place, 4th Floor  
 Montreal, Quebec H3E1H7

Touchtunes Music Corporation  
 (f/k/a Technical Maintenance Corporation)  
 1800 East Sahara, Suite 107  
 Las Vegas, NV 89104

**SECURED PARTY**

National Bank of Canada  
 600 de La Gauchetiere Street West  
 Montreal, Quebec H3B4L2

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
Courtesy Coin	10729 N. 19th Avenue Phoenix, AZ 85029	21407482540047G	18DBEB
Courtesy Coin	10729 N. 19th Avenue Phoenix, AZ 85029	21407482540048G	18DB57
Cactus Amusements	2249 West Repallo Way Tucson, AZ 85741	21407483200049G	18D393
Cactus Amusements	2249 West Repallo Way Tucson, AZ 85741	21407483340086G	18DC67
Garrison Custom Vending	3306 W. Osborn Road Phoenix, AZ 85017	21407483340038G	18D21A
Garrison Custom Vending	3306 W. Osborn Road Phoenix, AZ 85017	21407483340039G	18DAF9
Topline Vending	3501 S. McClintock #2067 Tempe, AZ 85282	21407483340034G	18DBC5
Webers Advanced Vending	943 E. Hermosa Tempe, AZ 85282	21407490070023G	18D81D
Webers Advanced Vending	943 E. Hermosa Tempe, AZ 85282	21407483450019G	18D874
Webers Advanced Vending	943 E. Hermosa Tempe, AZ 85282	21407483450018G	18D91A
Webers Advanced Vending	943 E. Hermosa Tempe, AZ 85282	21407490980004G	18DAB8
Webers Advanced Vending	943 E. Hermosa Tempe, AZ 85282	21407483200020G	18D43C
Webers Advanced Vending	943 E. Hermosa Tempe, AZ 85282	21407483340037G	18D2E7

PABOS2:CJC:233392\_1 (AZ)

**SCHEDULE E**

**DEBTORS**

Touchtunes Digital Jukebox, Inc.  
3 Commerce Place, 4th Floor  
Montreal, Quebec H3E1H7

Touchtunes Music Corporation  
(f/k/a Technical Maintenance Corporation)  
1800 East Sahara, Suite 107  
Las Vegas, NV 89104

**SECURED PARTY**

National Bank of Canada  
600 de La Gauchetiere Street West  
Montreal, Quebec H3B4L2

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
Singleton Amusement	5628 Commerce Court Sherwood, AR 72120	21407483340057G	18D3B8
Singleton Amusement	5628 Commerce Court Sherwood, AR 72120	21407483340059G	18D649
Singleton Amusement	5628 Commerce Court Sherwood, AR 72120	21407483340056G	18D685
Singleton Amusement	5628 Commerce Court Sherwood, AR 72120	21407483340058G	18D71E
Singleton Amusement	5628 Commerce Court Sherwood, AR 72120	21407483340060G	18D7B0

PABOS2:CJC:244158\_1  
(AR)

**SCHEDULE E****DEBTORS**

Touchtunes Digital Jukebox, Inc.  
 3 Commerce Place, 4th Floor  
 Montreal, Quebec H3E1H7

Touchtunes Music Corporation  
 (f/k/a Technical Maintenance Corporation)  
 1800 East Sahara, Suite 107  
 Las Vegas, NV 89104

**SECURED PARTY**

National Bank of Canada  
 600 de La Gauchetiere Street West  
 Montreal, Quebec H3B4L2

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
Frontier	4141 Jutland Dr. Suite 110 San Diego, CA 92117-3657	21407483340088G	18DC47
Frontier	4141 Jutland Dr. Suite 110 San Diego, CA 92117-3657	21407483450011G	18D52E
Morgan Music	480 N. Fulton Fresno, CA 93710	21407482540054G	18D429
Morgan Music	480 N. Fulton Fresno, CA 93710	21407482540055G	18D48A
LA Jukebox Co.	11650 Darling Rd. Aguadulce, CA 91350	21407482540087G	18D49F
Channel Islands Amusement	3666 Santa Clara Avenue Oxnard, CA 93030	21407483450024G	18D32E
Channel Islands Amusement	3666 Santa Clara Avenue Oxnard, CA 93030	21407483450030G	18D6EF
J.C. Vending	5155 Brocade Court Sulsun, CA 94585	2140783450020G	18D8AA
New Trend Darts	17434 Cantlay Street VanNuys, CA 91406	21407490980017G	18D3D5
Outer Limits	254 Hillsdale Avenue San Jose, CA 95136	21407490070014G	18D3B3

PABOS2:CJC:233651\_1  
 (CA)

**SCHEDULE E**

**DEBTORS:**

Touchtunes Digital Jukebox, Inc.  
3 Commerce Place, 4th Floor  
Montreal, Quebec H3E1H7

Touchtunes Music Corporation  
(f/k/a Technical Maintenance Corporation)  
1800 East Sahara, Suite 107  
Las Vegas, NV 89104

**SECURED PARTY**

National Bank of Canada  
600 de La Gauchetiere Street West  
Montreal, Quebec H3B4L2

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
P.M.I. Music	937-6 N. Hairston Rd. PO Box 1234 Atlanta, GA 30371-9802	21407482430038G	18A8D1
P.M.I. Music	937-6 N. Hairston Rd. PO Box 1234 Atlanta, GA 30371-9802	21407482430040G	18AFD2
Consolidated Amusement	729 E. Broad Avenue Albany, GA 31705	21407483340074G	18D61F
Consolidated Amusement	729 E. Broad Avenue Albany, GA 31705	21407491230009G	18D893
Consolidated Amusement	729 E. Broad Avenue Albany, GA 31705	21407483340073G	18D94C
Consolidated Amusement	729 E. Broad Avenue Albany, GA 31705	21407491230010G	18D997
Consolidated Amusement	729 E. Broad Avenue Albany, GA 31705	21407484430075G	18D9A7

PABOS2:CJC:233390\_1

(GA)

**SCHEDULE E****DEBTOR**

Touchtunes Digital Jukebox, Inc.  
 3 Commerce Place, 4th Floor  
 Montreal, Quebec H3E1H7

**SECURED PARTY**

National Bank of Canada  
 600 de La Gauchetiere Street West  
 Montreal, Quebec H3B4L2

Touchtunes Music Corporation  
 (f/k/a Technical Maintenance Corporation)  
 1800 East Sahara, Suite 107  
 Las Vegas, NV 89104

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
Renner	2808 Vandalia Collinsville, IL 62234	21407483450006G	18D3D6
Renner	2808 Vandalia Collinsville, IL 62234	21407482540068G	18D379
Renner	2808 Vandalia Collinsville, IL 62234	21407482540063G	18D3D1
Renner Amusements	2606 Vandalia Collinsville, IL 62234	21407482430024G	18AE6A
Renner Amusements	2606 Vandalia Collinsville, IL 62234	21407483450008G	18D961
Renner Amusements	2606 Vandalia Collinsville, IL 62234	21407482540092G	18DA48
Renner Amusements	2606 Vandalia Collinsville, IL 62234	21407483340042G	18DA9F
Renner Amusements	2606 Vandalia Collinsville, IL 62234	21407483340043G	18D835
Renner Amusements	2606 Vandalia Collinsville, IL 62234	21407483340044G	18D956
Renner	2606 Vandalia Collinsville, IL 62234	21407482430023G	18AE49
Renner	2606 Vandalia Collinsville, IL 62234	21407482430028G	18A8FE
Renner Amusements	2606 Vandalia Collinsville, IL 62234	21407482430026G	18AE1D

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
Renner Amusements	2606 Vandalia Collinsville, IL 62234	21407482430025G	18A6DB
Renner Amusements	2808 Vandalia Collinsville, IL 62234	21407482540093G	18D32C
Renner Amusements	2808 Vandalia Collinsville, IL 62234	21407482540084G	18D360
Renner Amusements	2808 Vandalia Collinsville, IL 62234	21407483450011G	18D52B
Renner Amusements	2808 Vandalia Collinsville, IL 62234	21407482430028G	18A8FB
Renner Amusements	2808 Vandalia Collinsville, IL 62234	21407482430023G	18AE49
Renner Amusements	2808 Vandalia Collinsville, IL 62234	21407482540066G	18D362
Renner Amusements	2808 Vandalia Collinsville, IL 62234	21407491230035G	18D746
Renner Amusements	2808 Vandalia Collinsville, IL 62234	21407482540086G	18D96F
Renner Amusements	2808 Vandalia Collinsville, IL 62234	21407491230034G	18D97C
Renner Amusements	2808 Vandalia Collinsville, IL 62234	21407482540066G	18D362
Renner Amusements	2808 Vandalia Collinsville, IL 62234	21407482540068G	18D379
Renner Amusements	2808 Vandalia Collinsville, IL 62234	21407482540063G	18D3D1
Renner Amusements	2808 Vandalia Collinsville, IL 62234	21407491230033G	18DB8C
Arcade Amusement	9724 S.W. Highway Oak Lawn, IL 60452	21407482430017G	18A789
Arcade Amusement	9724 S.W. Highway Oak Lawn, IL 60452	21407482430011G	18AE18



<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
Lincoln Lanes	107 W. Harrison St. Danville, IL 61832	21407482430027G	18ACFC
Lincoln Lanes	107 W. Harrison St. Danville, IL 61832	21407482430030G	18A864
Lincoln Lanes	107 W. Harrison St. Danville, IL 61832	21407482430033G	18A859
Tiger Amusements	349 Meadows Sugar Grove, IL 60554	21407482540036G	18D615
Tiger Amusements	349 Meadows Sugar Grove, IL 60554	21407482540037G	18D605
Tiger Amusements	349 Meadows Sugar Grove, IL 60554	21407482540038G	18D8D4
Sports Arcade Vending	4817 Main St Monee, IL 60449	21407482540071G	18D97B
Sports Arcade Vending	4817 Main St Monee, IL 60449	21407482430003G	18ACEB
Sports Arcade Vending	4817 Main St Monee, IL 60449	021407482430004G	18A810
Mack Enterprises	4208 W. 124th Pl Alsip, IL 60803	21407482430039G	18AA78
Mack Enterprises	4208 W. 124th Pl Alsip, IL 60803	21407482430034G	18AE3D
Mack Enterprises	4208 W. 124th Pl Alsip, IL 60803	21407482430029G	18B097
Mack Enterprises	4208 W. 124th Pl Alsip, IL 60803	21407491230008G	18D8EB
Mack Enterprises	4208 W. 124th Pl Alsip, IL 60803	21407482430037G	18ABC3
Mack Enterprises	4208 W. 124th Pl Alsip, IL 60803	21407491230007G	18DB81
Mack Enterprises	4208 W. 124th Pl Alsip, IL 60803	21407482430036G	18A8CB

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
Metro Amusements	1114 N. Bloomington St Streator, IL 61364	21407491230026G	18D25F
Metro Amusements	1114 N. Bloomington St Streator, IL 61364	21407483340055G	18D511
Metro Amusements	1114 N. Bloomington St Streator, IL 61364	21407483340054G	18D276
Future Vending	P.O. Box 76 Rockford, IL 61105	21407482540058G	18D45D
Future Vending	P.O. Box 76 Rockford, IL 61105	21407482540079G	18D3FB
Future Vending	P.O. Box 76 Rockford, IL 61105	21407482540094G	18D437
Future Vending	P.O. Box 76 Rockford, IL 61105	21407482540044G	18D599
Future Vending	P.O. Box 76 Rockford, IL 61105	21407490980003G	18D405
Future Vending	P.O. Box 76 Rockford, IL 61105	21407482540046G	18D4CE
Future Vending	P.O. Box 76 Rockford, IL 61105	21407483340013G	18D78F
Future Vending	P.O. Box 76 Rockford, IL 61105	21407483340012G	18D59F
Future Vending	P.O. Box 76 Rockford, IL 61105	21407483450015G	18D863
Future Vending	P.O. Box 76 Rockford, IL 61105	21407483450017G	18D989
Future Vending	P.O. Box 76 Rockford, IL 61105	21407483450016G	18D4E6
Future Vending	P.O. Box 76 Rockford, IL 61105	21407490980005G	18D98D
Future Vending	P.O. Box 76 Rockford, IL 61105	021407482430007G	18A95C

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
Future Vending	P.O. Box 76 Rockford, IL 61105	21407482430018G	18B02A
Future Vending	P.O. Box 76 Rockford, IL 61105	21407490070022G	18D82C
Future Vending	P.O. Box 76 Rockford, IL 61105	21407483340026G	18D9A6
Future Vending	P.O. Box 76 Rockford, IL 61105	21407483340015G	18DA93
Future Vending	P.O. Box 76 Rockford, IL 61105	21407482540045G	18DB60
Future Vending	P.O. Box 76 Rockford, IL 61105	021407482430005G	18B016
Future Vending	P.O. Box 76 Rockford, IL 61105	21407482540079G	18D3FB
Future Vending	P.O. Box 76 Rockford, IL 61105	21407482540094G	18D437
Future Vending	P.O. Box 76 Rockford, IL 61105	21407483340017G	18D7AB
Statewide Coin Operated	2800 Southwest Adams St. Peoria, IL 61602	21407482540039G	18D872
Statewide Coin Operated	2800 Southwest Adams St. Peoria, IL 61602	21407482540040G	18D63C
Danville Amvend	427 E. Main Street Danville, IL 61832	21407483340004G	18D1FF
Danville Amvend	427 E. Main Street Danville, IL 61832	21407483340002G	18D21B
Danville Amvend	427 E. Main Street Danville, IL 61832	21407483340062G	18D26F
Danville Amvend	427 E. Main Street Danville, IL 61832	21407483340061G	18D74F
Danville Amvend	427 E. Main Street Danville, IL 61832	21407491230023G	18D8D1

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
Jeff's Vending	95 NW Manor Highland, IL 62249	21407483340007G	18D307
Jeff's Vending	95 NW Manor Highland, IL 62249	21407491230018G	18D82D
Jeff's Vending	95 NW Manor Highland, IL 62249	21407490070006G	18D955
Jeff's Vending	95 NW Manor Highland, IL 62249	21407483340003G	18D95B
Jim's Vending	131 Parkview Drive Trenton, IL 62293-1746	21407483200064G	18D33A
Jim's Vending	131 Parkview Drive Trenton, IL 62293-1746	21407483200057G	18DAC5
Jim's Vending	131 Parkview Drive Trenton, IL 62293-1746	21407483200058G	18DAE9
Western Automatic	4206 N. Western Avenue Chicago, IL 60618	21407483340070G	18D5F3
Western Automatic	4206 N. Western Avenue Chicago, IL 60618	21407483340071G	18D5FC
Western Automatic	4206 N. Western Avenue Chicago, IL 60618	21407483340072G	18D7AD
Western Automatic	4206 N. Western Avenue Chicago, IL 60618	21407483340067G	18D7EC
Western Automatic	4206 N. Western Avenue Chicago, IL 60618	21407483340068G	18D9D1

PABOS2:CJC:233637\_1  
(IL)

**SCHEDULE E**

**DEBTORS**

Touchtunes Digital Jukebox, Inc.  
 3 Commerce Place, 4th Floor  
 Montreal, Quebec H3E1H7

Touchtunes Music Corporation  
 (f/k/a Technical Maintenance Corporation)  
 1800 East Sahara, Suite 107  
 Las Vegas, NV 89104

**SECURED PARTY**

National Bank of Canada  
 600 de La Gauchetiere Street West  
 Montreal, Quebec H3B4L2

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
Indy Amusements	5147 E. 65th Street Indianapolis, IN 46220	21407482430009G	18AAD3
Indy Amusements	5147 E. 65th Street Indianapolis, IN 46220	21407482430008G	18AFFE
Indy Amusements	5147 E. 65th Street Indianapolis, IN 46220	21407482430022G	18A79E
Indy Amusements	5147 E. 65th Street Indianapolis, IN 46220	21407482430020G	18ADB1
Indy Amusements	5147 E. 65th Street Indianapolis, IN 46220	21407482430021G	18AD84
Star Darts	1616 W. Western Avenue South Bend, IN 46619	21407491230020G	18D78C
Star Darts	1616 W. Western Avenue South Bend, IN 46619	21407491230005G	18D92E
Star Darts	1616 W. Western Avenue South Bend, IN 46619	21407490070010G	18D35A
Star Darts	1616 W. Western Avenue South Bend, IN 46619	21407483200045G	18D407
Star Darts	1616 W. Western Avenue South Bend, IN 46619	21407483200046G	18D4EA

PABOS2:CJC:233634\_1  
 (IN)

**SCHEDULE E**

**DEBTORS:**

Touchtunes Digital Jukebox, Inc.  
 3 Commerce Place, 4th Floor  
 Montreal, Quebec H3E1H7

Touchtunes Music Corporation  
 (f/k/a Technical Maintenance Corporation)  
 1800 East Sahara, Suite 107  
 Las Vegas, NV 89104

**SECURED PARTY**

National Bank of Canada  
 600 de La Gauchetiere Street West  
 Montreal, Quebec H3B4L2

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
Camden	519 F Avenue NW Cedar Rapids, IA 52405	21407482540035G	18D345
Camden	519 F Avenue NW Cedar Rapids, IA 52405	21407483450022G	18D524
Camden	519 F Avenue NW Cedar Rapids, IA 52405	21407482540034G	18D564
Camden	519 F Avenue NW Cedar Rapids, IA 52405	21407483450023G	18DA2E
Camden	519 F Avenue NW Cedar Rapids, IA 52405	21407491230016G	18DAD5
Camden	519 F Avenue NW Cedar Rapids, IA 52405	21407491230017G	18DB31
Camden	519 F Avenue NW Cedar Rapids, IA 52405	21407490070011G	18D840
Camden	519 F Avenue NW Cedar Rapids, IA 52405	21407483200025G	18D7F4
Camden	519 F Avenue NW Cedar Rapids, IA 52405	21407483200023G	18DB6E
Camden	519 F Avenue NW Cedar Rapids, IA 52405	21407483200024G	18DBF0
Camden	519 F Avenue NW Cedar Rapids, IA 52405	021407482090066G	179BDD
Camden	519 F Avenue NW Cedar Rapids, IA 52405	21407482430006G	18A891

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
Camden	519 F Avenue NW Cedar Rapids, IA 52405	21407482430035G	18A966
Camden, Inc.	519 F Avenue NW Cedar Rapids, IA 52405	021407482090068G	179D86
Camden, Inc.	519 F Avenue NW Cedar Rapids, IA 52405	021407482090076G	18A8BA
Camden, Inc.	519 F Avenue NW Cedar Rapids, IA 52405	021407482090075G	18ABEF
Camden, Inc.	519 F Avenue NW Cedar Rapids, IA 52405	021407482090069G	18AC9E
Camden, Inc.	519 F Avenue NW Cedar Rapids, IA 52405	021407482430001G	18AFE2
Camden, Inc.	519 F Avenue NW Cedar Rapids, IA 52405	021407482430002G	18B064
Camden, Inc.	519 F Avenue NW Cedar Rapids, IA 52405	21407483340020G	18D65A
Melodee Music	205 5th Street Altoona, IA 50009	2140748320028G	18D2E3

PABOS2:CJC:233645\_1  
(1A)

**SCHEDULE E**

**DEBTORS**

Touchtunes Digital Jukebox, Inc.  
3 Commerce Place, 4th Floor  
Montreal, Quebec H3E1H7

Touchtunes Music Corporation  
(f/k/a Technical Maintenance Corporation)  
1800 East Sahara, Suite 107  
Las Vegas, NV 89104

**SECURED PARTY**

National Bank of Canada  
600 de La Gauchetiere Street West  
Montreal, Quebec H3B4L2

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
Metro Service	215 South Hampton Rd Louisville, KY 40223	021407482090047G	17A1D1
Metro Service	215 South Hampton Rd Louisville, KY 40223	021407482090051G	179893
BJ Novelty	907 Main St. Covington, KY 41011	21407483340087G	18D370
BJ Novelty	907 Main St. Covington, KY 41011	21407483340089G	18D4BF

PABOS2:CJC:233649\_1  
(KY)



**SCHEDULE E****DEBTORS**

Touchtunes Digital Jukebox, Inc.  
 3 Commerce Place, 4th Floor  
 Montreal, Quebec H3E1H7

Touchtunes Music Corporation  
 (f/k/a Technical Maintenance Corporation)  
 1800 East Sahara, Suite 107  
 Las Vegas, NV 89104

**SECURED PARTY**

National Bank of Canada  
 600 de La Gauchetiere Street West  
 Montreal, Quebec H3B4L2

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
BAG	2232 Florida Avenue Kenner, LA 70062	21407483200042G	18D252
BAG	2232 Florida Avenue Kenner, LA 70062	21407483200043G	18D5A6
BAG	2232 Florida Avenue Kenner, LA 70062	21407483200044G	18D7C3
BAG	2232 Florida Avenue Kenner, LA 70062	21407483200041G	18D90E
BAG	2232 Florida Avenue Kenner, LA 70062	21407483200040G	18DBBE
TLC	8488 Highway 23 Belle Chase, LA 70037	21407482540006G	18AD0C
TLC	8488 Highway 23 Belle Chase, LA 70037	21407482540005G	18AE70
TLC	8488 Highway 23 Belle Chase, LA 70037	21407482540003G	18AF75
TLC	8488 Highway 23 Belle Chase, LA 70037	21407482540004G	18AAC9
TLC	8488 Highway 23 Belle Chase, LA 70037	21407482540002G	18AC27

PABOS2.CJC.243644\_1

(LA)

**SCHEDULE E****DEBTORS**

Touchtunes Digital Jukebox, Inc.  
 3 Commerce Place, 4th Floor  
 Montreal, Quebec H3E1H7

Touchtunes Music Corporation  
 (f/k/a Technical Maintenance Corporation)  
 1800 East Sahara, Suite 107  
 Las Vegas, NV 89104

**SECURED PARTY**

National Bank of Canada  
 600 de La Gauchetiere Street West  
 Montreal, Quebec H3B4L2

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
B&S Entertainment	380 Union Street West Springfield, MA 01089-4123	21407483340076G	18DB0E
B&S Entertainment	380 Union Street West Springfield, MA 01089-4123	21407483340008G	18D924
B&S Entertainment	380 Union Street West Springfield, MA 01089-4123	21407483340009G	18D3DF
B&S Entertainment	380 Union Street West Springfield, MA 01089-4123	21407483340014G	18D270
B&S Entertainment	380 Union Street West Springfield, MA 01089-4123	214074822090015G	179FB5
Dream Machine	99 Chauncey Street, Boston, MA 02111	214074822090016G	1798F3
Dream Machine	99 Chauncey Street, Boston, MA 02111	214074832090017G	179F23
Dream Machine	99 Chauncey Street, Boston, MA 02111	21407483200003G	18DBA6
Dream Machine	99 Chauncey Street, Boston, MA 02111	21407483340007G	18DBDA
Roadway Amusements	77 Alexander, Billerica, MA 01821	21407483340079G	18D646
Roadway Amusements	77 Alexander, Billerica, MA 01821	21407483340092G	18D736
Roadway Amusements	77 Alexander, Billerica, MA 01821	21407483340095G	18D751
Roadway Amusements	77 Alexander, Billerica, MA 01821	21407483340094G	18D7EA
Roadway Amusements	77 Alexander, Billerica, MA 01821	21407483340090G	18D83A

PABOS2CJC:243645\_1

(MA)

**SCHEDULE E****DEBTORS**

Touchtunes Digital Jukebox, Inc.  
 3 Commerce Place, 4th Floor  
 Montreal, Quebec H3E1H7

Touchtunes Music Corporation  
 (f/k/a Technical Maintenance Corporation)  
 1800 East Sahara, Suite 107  
 Las Vegas, NV 89104

**SECURED PARTY**

National Bank of Canada  
 600 de La Gauchetiere Street West  
 Montreal, Quebec H3B4L2

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
J.A.G. Vending	1200 Bank Street Baltimore, MD 21202	214074822090018G	179A6E
J.A.G. Vending	1200 Bank Street Baltimore, MD 21202	214074822090019G	1799FC
J.A.G. Vending	1200 Bank Street Baltimore, MD 21202	214074822090020G	1799A1
J.A.G. Vending	1200 Bank Street Baltimore, MD 21202	214074822090021G	1798F2
J.A.G. Vending	1200 Bank Street Baltimore, MD 21202	214074822090022G	17A0FB
Delmarva	P.O. Box 214 1239 Ocean Highway Pocomoke City, MD 21851	21407482540011G	18AEC7
Amuse-o-matic	14650 Unit R Rothgeb Drive Rockville, MD 20850	21407483200065G	18D2F6
Amuse-o-matic	14650 Unit R Rothgeb Drive Rockville, MD 20850	21407483200070G	18D657
Amuse-o-matic	14650 Unit R Rothgeb Drive Rockville, MD 20850	21407482540021G	18D29C
Harbaugh Coin Machine	18 Grove Creek Circle Smithburg, MD 21743	21407490980012G	18D9F6
Harbaugh Coin Machine	18 Grove Creek Circle Smithburg, MD 21743	21407490980022G	18DBB8

PABOS2:CJC:233632\_1  
 (MD)

**SCHEDULE E**

**DEBTORS**

Touchtunes Digital Jukebox, Inc.  
3 Commerce Place, 4th Floor  
Montreal, Quebec H3E1H7

Touchtunes Music Corporation  
(f/k/a Technical Maintenance Corporation)  
1800 East Sahara, Suite 107  
Las Vegas, NV 89104

**SECURED PARTY**

National Bank of Canada  
600 de La Gauchetiere Street West  
Montreal, Quebec H3B4L2

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
Ferris Music	Lakeview Drive China, ME 04926	214074822090035G	179E2A
Ferris Music	Lakeview Drive China, ME 04926	214074822090042G	17A1E6
Ferris Music	Lakeview Drive China, ME 04926	214074822090004G	179FA8
Ferris Music	Lakeview Drive China, ME 04926	214074822090003G	179C55
Ferris Music	Lakeview Drive China, ME 04926	214074822090005G	179E5C
Ferris Music	Lakeview Drive China, ME 04926	214074822090006G	179967
Ferris Music	Lakeview Drive China, ME 04926	214074822090007G	1798C9
Ferris Music	Lakeview Drive China, ME 04926	021407482090030G	179D78
Ferris Music	Lakeview Drive China, ME 04926	021407482090031G	17A085
Ferris Music	Lakeview Drive China, ME 04926	021407482090032G	179C33
Ferris Music	Lakeview Drive China, ME 04926	021407482090033G	179EFD

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
Ferris Music	Lakeview Drive China, ME 04926	021407482090036G	179A07
Ferris Music	Lakeview Drive China, ME 04926	021407482090038G	17988B
Ferris Music	Lakeview Drive China, ME 04926	021407482090039G	179F8A
Ferris Music	Lakeview Drive China, ME 04926	021407482090052G	179CCF
Ferris Music	Lakeview Drive China, ME 04926	021407482090053G	17A141
Ferris Music	Lakeview Drive China, ME 04926	021407482090055G	179B7D
Ferris Music	Lakeview Drive China, ME 04926	021407482090056G	179D14
Ferris Music	Lakeview Drive China, ME 04926	021407482090057G	179FC5
Ferris Music	Lakeview Drive China, ME 04926	21407482540029G	18D6EB
Ferris Music	Lakeview Drive China, ME 04926	21407482540030G	18D9AC
Ferris Music	Lakeview Drive China, ME 04926	21407482540031G	18D8D8
Ferris Music	Lakeview Drive China, ME 04926	21407482540032G	18D832
Ferris Music	Lakeview Drive China, ME 04926	21407482540033G	18D5DA
Ferris Music	Lakeview Drive China, ME 04926	21407483200018G	18D69C
Ferris Music	Lakeview Drive China, ME 04926	21407483200017G	18DABE
Ferris Music	Lakeview Drive China, ME 04926	21407483200014G	18D7E3

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
Ferris Music	Lakeview Drive China, ME 04926	21407483200013G	18D31E
Ferris Music	Lakeview Drive China, ME 04926	21407483200012G	18D376

PABOS2:CJC:233647\_1  
(ME)

**SCHEDULE E**

**DEBTORS**

Touchtunes Digital Jukebox, Inc.  
3 Commerce Place, 4th Floor  
Montreal, Quebec H3E1H7

Touchtunes Music Corporation  
(f/k/a Technical Maintenance Corporation)  
1800 East Sahara, Suite 107  
Las Vegas, NV 89104

**SECURED PARTY**

National Bank of Canada  
600 de La Gauchetiere Street West  
Montreal, Quebec H3B4L2

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
Minnesota Music	1561 Scheffer Street St. Paul, MN 55116	21407491230024G	18DB70

PABOS2:CJC:244130\_1  
(MN)

**SCHEDULE E**

**DEBTORS**

Touchtunes Digital Jukebox, Inc.  
 3 Commerce Place, 4th Floor  
 Montreal, Quebec H3E1H7

Touchtunes Music Corporation  
 (f/k/a Technical Maintenance Corporation)  
 1800 East Sahara, Suite 107  
 Las Vegas, NV 89104

**SECURED PARTY**

National Bank of Canada  
 600 de La Gauchetiere Street West  
 Montreal, Quebec H3B4L2

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
301 Vending	8426 27th Ave. Tampa, FL 33619	21407483340036G	18D80B
301 Vending	8426 27th Ave. Tampa, FL 33619	21407483340041G	18D5AC
T & G Music Inc.	491 Garden P.O. Box 6032 Titusville, FL 32782	21407482540049G	18D3C7
T & G Music Inc.	491 Garden P.O. Box 6032 Titusville, FL 32782	21407482540050G	18DC27
T & G Music Inc.	491 Garden P.O. Box 6032 Titusville, FL 32782	21407482540051G	18D94D
T & G Music Inc.	491 Garden P.O. Box 6032 Titusville, FL 32782	21407482540052G	18D3F6
Federal Vending	1101 Holland Dr., #20 Boca Raton, FL 33487	21407482540041G	18D6E5
Federal Vending	1101 Holland Dr., #20 Boca Raton, FL 33487	21407482540042G	18D468

PABOS2:CJC:233650\_1  
 (FL)



**SCHEDULE E**

**DEBTORS**

Touchtunes Digital Jukebox, Inc.  
3 Commerce Place, 4th Floor  
Montreal, Quebec H3E1H7

Touchtunes Music Corporation  
(f/k/a Technical Maintenance Corporation)  
1800 East Sahara, Suite 107  
Las Vegas, NV 89104

**SECURED PARTY**

National Bank of Canada  
600 de La Gauchetiere Street West  
Montreal, Quebec H3B4L2

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
Alpine Vending	2650 N.E. Hwy. 20 Ste G112 Bend, OR 97701	21407482430013G	18AF1F
Alpine Vending	2650 N.E. Hwy. 20 Ste G112 Bend, OR 97701	21407482430019G	18ADFF
Alpine Vending	2650 N.E. Hwy. 20 Ste G112 Bend, OR 97701	21407482430010G	18A89F
Alpine Vending	2650 N.E. Hwy. 20 Ste G112 Bend, OR 97701	21407483340022G	18DADC
Alpine Vending	2650 N.E. Hwy. 20 Ste G112 Bend, OR 97701	21407483340021G	18D2E4
Alpine Vending	2650 N.E. Hwy. 20 Ste G112 Bend, OR 97701	21407483340019G	18D608
Alpine Vending	2650 N.E. Hwy. 20 Ste G112 Bend, OR 97701	21407482540028G	18DB63

PABOS2:CJC:233623\_1  
(OR)

**SCHEDULE E**

**DEBTORS**

Touchtunes Digital Jukebox, Inc.  
3 Commerce Place, 4th Floor  
Montreal, Quebec H3E1H7

Touchtunes Music Corporation  
(f/k/a Technical Maintenance Corporation)  
1800 East Sahara, Suite 107  
Las Vegas, NV 89104

**SECURED PARTY**

National Bank of Canada  
600 de La Gauchetiere Street West  
Montreal, Quebec H3B4L2

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
Atlas Music	1106 N. Main Street Providence, RI 02904	214074822090015G	179FE5
Atlas Music	1106 N. Main Street Providence, RI 02904	214074822090013G	179D08
Atlas Music	1106 N. Main Street Providence, RI 02904	214074822090014G	17AOCA

PABOS2:CJC:233386\_1  
(RI)

**SCHEDULE E**

**DEBTORS**

Touchtunes Digital Jukebox, Inc.  
3 Commerce Place, 4th Floor  
Montreal, Quebec H3E1H7

Touchtunes Music Corporation  
(f/k/a Technical Maintenance Corporation)  
1800 East Sahara, Suite 107  
Las Vegas, NV 89104

**SECURED PARTY**

National Bank of Canada  
600 de La Gauchetiere Street West  
Montreal, Quebec H3B4L2

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
Bee Creek Enterprises	9302 W. 80th Terrace Weatherby Lake, MO 64152	021407482090070G	18AADF
Bee Creek Enterprises	9302 W. 80th Terrace Weatherby Lake, MO 64152	021407482090071G	18AE48
Bee Creek Enterprises	9302 W. 80th Terrace Weatherby Lake, MO 64152	021407482090072G	18AF37
Bee Creek Enterprises	9302 W. 80th Terrace Weatherby Lake, MO 64152	021407482090073G	18A971
Bee Creek Enterprises	9302 W. 80th Terrace Weatherby Lake, MO 64152	021407482090074G	18B12C
Bee Creek Enterprises	9302 W. 80th Terrace Weatherby Lake, MO 64152	21407482540081G	18DAFF
Bee Creek Enterprises	9302 W. 80th Terrace Weatherby Lake, MO 64152	21407482540061G	18DA47
Bee Creek Enterprises	9302 W. 80th Terrace Weatherby Lake, MO 64152	21407482540056G	18DA52

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
Bee Creek Enterprises	9302 W. 80th Terrace Weatherby Lake, MO 64152	21407482540062G	18DC6A
Memories Games	140B Risen Star Court Columbia, MO 65202	21407483200015G	18DB36
Memories Games	140B Risen Star Court Columbia, MO 65202	21407483200016G	18D71D

PABOS2:CJC:233628\_1  
(MO)

**SCHEDULE E****DEBTORS:**

Touchtunes Digital Jukebox, Inc.  
 3 Commerce Place, 4th Floor  
 Montreal, Quebec H3E1H7

Touchtunes Music Corporation  
 (f/k/a Technical Maintenance Corporation)  
 1800 East Sahara, Suite 107  
 Las Vegas, NV 89104

**SECURED PARTY**

National Bank of Canada  
 600 de La Gauchetiere Street West  
 Montreal, Quebec H3B4L2

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
Nebraska Tech	7812 F Street Omaha, NE 68127	021407482090040G	179FCS
Nebraska Tech	7812 F Street Omaha, NE 68127	021407482090041G	179A55
Nebraska Tech	7812 F Street Omaha, NE 68127	021407482090044G	1799B6
Nebraska Tech	7812 F Street Omaha, NE 68127	021407482090045G	179BA7
Nebraska Tech	7812 F Street Omaha, NE 68127	021407482090046G	179BDC
Nebraska Tech	7812 F Street Omaha, NE 68127	021407482090059G	17987E
Nebraska Tech	7812 F Street Omaha, NE 68127	021407482090058G	179D85
Nebraska Technical	7812 F Street Omaha, NE 68127	021407482540089G	18D3B6
Nebraska Tech	7812 F Street Omaha, NE 68127	021407482090028G	18ACB4
Nebraska Technical	7812 F Street Omaha, NE 68127	21407491230001G	18D5C7
Nebraska Technical	7812 F Street Omaha, NE 68127	021407482090037G	18AF72

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
Nebraska Technical	7812 F Street Omaha, NE 68127	21407490980030G	18D656
Nebraska Technical	7812 F Street Omaha, NE 68127	21407491230002G	18D89C
Nebraska Technical	7812 F Street Omaha, NE 68127	21407482540091G	18D298
Nebraska Tech	7812 F Street Omaha, NE 68127	21407483200036G	18DAF7
Nebraska Tech	7812 F Street Omaha, NE 68127	21407483200035G	18DC3D
Nebraska Tech	7812 F Street Omaha, NE 68127	021407482090060G	179A0D
Nebraska Tech	7812 F Street Omaha, NE 68127	021407482090026G	18AC3E
Nebraska Technical	7812 F Street Omaha, NE 68127	21407482540090G	18D9DF
Nebraska Technical	7812 F Street Omaha, NE 68127	21407490980029G	18DB67
RDS Inc.	6074 W. HWY 30 Alda, NE 88801	21407483340027G	18D2F7
RDS Inc.	6074 W. HWY 30 Alda, NE 88801	21407483340029G	18D9B1
RDS Inc.	6074 W. HWY 30 Alda, NE 88801	021407482090067G	17A088
Valley Vending Service	8th Street and K Street Cozad, NE 69130	21407486640023G	18D6AF
Valley Vending Service	8th Street and K Street Cozad, NE 69130	21407483340028G	18D911

PABOS2:CJC:233627\_1  
(NE)

## SCHEDULE E

### DEBTORS

Touchtunes Digital Jukebox, Inc.  
3 Commerce Place, 4th Floor  
Montreal, Quebec H3E1H7

Touchtunes Music Corporation  
(f/k/a Technical Maintenance Corporation)  
1800 East Sahara, Suite 107  
Las Vegas, NV 89104

### SECURED PARTY

National Bank of Canada  
600 de La Gauchetiere Street West  
Montreal, Quebec H3B4L2

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
Starcade Amusement	1335 Greg Street, #103 Sparks, NJ 89431	21407490980027G	18D377
Starcade Amusement	1335 Greg Street, #103 Sparks, NJ 89431	21407490980028G	18D3F2
Starcade Amusement	1335 Greg Street, #103 Sparks, NJ 89431	21407490070007G	18D6F5
Starcade Amusement	1335 Greg Street, #103 Sparks, NJ 89431	21407483450010G	18D6FD
Starcade Amusement	1335 Greg Street, #103 Sparks, NJ 89431	21407483450009G	18DB27
CMG	2614 Summit Avenue Union City, NJ 07089	21407483450027G	18D8D7

PABOS2:CJC:243663\_1  
(NJ)

**SCHEDULE E**

**DEBTORS:**

Touchtunes Digital Jukebox, Inc.  
3 Commerce Place, 4th Floor  
Montreal, Quebec H3E1H7

Touchtunes Music Corporation  
(f/k/a Technical Maintenance Corporation)  
1800 East Sahara, Suite 107  
Las Vegas, NV 89104

**SECURED PARTY:**

National Bank of Canada  
600 de La Gauchetiere Street West  
Montreal, Quebec H3B4L2

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
CTS Entertainment	3665 S. Highland Ave., #12 Las Vegas, NV 89128	2140748254 0076G	18D944
CTS Entertainment	3665 S. Highland Ave., #12 Las Vegas, NV 89128	2140748254 0077G	18DBBA
CTS Entertainment	3665 S. Highland Ave., #12 Las Vegas, NV 89128	2140748254 0078G	18D89E
CTS Entertainment	3665 S. Highland Ave., #12 Las Vegas, NV 89128	2140748254 0067G	18D7F6
CTS Entertainment	3665 S. Highland Ave., #12 Las Vegas, NV 89128	2140748254 0080G	18DC77
CTS Enterprises	3665 S. Highland Ave., #12 Las Vegas, NV 89128	21407483200001G	18DAE1

PABOS2:CJC:233994\_1

(NV)



**SCHEDULE E**

**DEBTORS:**

Touchtunes Digital Jukebox, Inc.  
3 Commerce Place, 4th Floor  
Montreal, Quebec H3E1H7

Touchtunes Music Corporation  
(f/k/a Technical Maintenance Corporation)  
1800 East Sahara, Suite 107  
Las Vegas, NV 89104

**SECURED PARTY**

National Bank of Canada  
600 de La Gauchetiere Street West  
Montreal, Quebec H3B4L2

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
Darrt Amusement	1812 Clinton Street Buffalo, NY 14206	21407482540009G	18AFB5
Darrt Amusement	1812 Clinton Street Buffalo, NY 14206	21407482540010G	18ADA1

PABOS2:CJC:233388\_1  
(NY)

**SCHEDULE E**

**DEBTORS**

Touchtunes Digital Jukebox, Inc.  
3 Commerce Place, 4th Floor  
Montreal, Quebec H3E1H7

Touchtunes Music Corporation  
(f/k/a Technical Maintenance Corporation)  
1800 East Sahara, Suite 107  
Las Vegas, NV 89104

**SECURED PARTY**

National Bank of Canada  
600 de La Gauchetiere Street West  
Montreal, Quebec H3B4L2

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
Bruce's Music	PO Box 1014 Columbus, MT 59019	21407482540043G	18D912
JD Fly (d/b/a Fleetwood Amusement)	200 Regal Street Billings, MT 59101	21407483340091G	18D395
JD Fly (d/b/a Fleetwood Amusement)	200 Regal Street Billings, MT 59101	21407483340083G	18D9F2

PABOS2:CJC:233389\_1  
(MT)

**SCHEDULE E**

**DEBTORS**

Touchtunes Digital Jukebox, Inc.  
 3 Commerce Place, 4th Floor  
 Montreal, Quebec H3E1H7

Touchtunes Music Corporation  
 (f/k/a Technical Maintenance Corporation)  
 1800 East Sahara, Suite 107  
 Las Vegas, NV 89104

**SECURED PARTY**

National Bank of Canada  
 600 de La Gauchetiere Street West  
 Montreal, Quebec H3B4L2

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
All Star	2230 Trowbridge Hamtrumck, MI 48212	2140748320034G	18D805
All Star	2230 Trowbridge Hamtrumck, MI 48212	2140748320033G	18D95A
All Star	2230 Trowbridge Hamtrumck, MI 48212	2140748320032G	18DAA3
All Star Amusements	2230 Trowbridge Hamtrumck, MI 48212	21407491230013G	18D575
All Star Amusements	2230 Trowbridge Hamtrumck, MI 48212	21407491230014G	18D590
All Star Amusements	2230 Trowbridge Hamtrumck, MI 48212	21407491230015G	18D720
Amusement Specialists	766 Hance Niles, MI 49120	21407491230025G	18D84E
Amusement Specialists	766 Hance Niles, MI 49120	21407483200039G	18D984
Amusement Specialists	766 Hance Niles, MI 49120	21407483200038G	18DC64
Upper Michigan	196 Rabbits Back Road St. Ignace, MI 49781	21407490980014G	18D50F
Upper Michigan	196 Rabbits Back Road St. Ignace, MI 49781	21407490980013G	18DB89

PABOS2:CJC:243653\_1  
 (MI)

**SCHEDULE E****DEBTORS:**

Touchtunes Digital Jukebox, Inc.  
 3 Commerce Place, 4th Floor  
 Montreal, Quebec H3E1H7

Touchtunes Music Corporation  
 (f/k/a Technical Maintenance Corporation)  
 1800 East Sahara, Suite 107  
 Las Vegas, NV 89104

**SECURED PARTY**

National Bank of Canada  
 600 de La Gauchetiere Street West  
 Montreal, Quebec H3B4L2

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
Mid-America Vending	1042 SE 25th St. Oklahoma City, OK 79129	21407489340045G	18D3EE
Mid-America Vending	1042 SE 25th St. Oklahoma City, OK 79129	21407483340077G	18DB79
Mid-America Vending	1042 SE 25th St. Oklahoma City, OK 79129	21407483340078G	18DC75
Mid-America Vending	1042 SE 25th St. Oklahoma City, OK 79129	21407463340082G	18D24A
Mid-America Vending	1042 SE 25th St. Oklahoma City, OK 79129	21407483340084G	18D88A
Fowler Vending	208 S 1st Ponca City, OK 74602	21407483340063G	18D570
Fowler Vending	208 S 1st Ponca City, OK 74602	21407490980023G	18D715
Fowler Vending	208 S 1st Ponca City, OK 74602	21407483340066G	18D7E8
Fowler Vending	208 S 1st Ponca City, OK 74602	21407483340064G	18DA5B
Fowler Vending	208 S 1st Ponca City, OK 74602	21407483340065G	18DAEF
Fowler Vending	208 S 1st Ponca City, OK 74602	21407491230019G	18DC6

FABOS2:CIC:233024\_1  
 (OK)

**SCHEDULE E****DEBTORS**

Touchtunes Digital Jukebox, Inc.  
 3 Commerce Place, 4th Floor  
 Montreal, Quebec H3E1H7

Touchtunes Music Corporation  
 (f/k/a Technical Maintenance Corporation)  
 1800 East Sahara, Suite 107  
 Las Vegas, NV 89104

**SECURED PARTY**

National Bank of Canada  
 600 de La Gauchetiere Street West  
 Montreal, Quebec H3B4L2

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
U-Neek Enterprises	612 Susquahanna Ambler, PA 19002	21407482540082G	18D71C
U-Neek Enterprises	612 Susquahanna Ambler, PA 19002	214074822090008G	17A17E
U-Neek Enterprises	612 Susquahanna Ambler, PA 19002	214074822080010G	179EC9
U-Neek Enterprises	612 Susquahanna Ambler, PA 19002	214074822090011G	179C62
U-Neek Enterprises	612 Susquahanna Ambler, PA 19002	214074822090012G	179DB5
U-Neek Enterprises	612 Susquahanna Ambler, PA 19002	214074822090009G	17A1BF
U-Neek Enterprises	612 Susquahanna Ambler, PA 19002	21407482540075G	18D68A
U-Neek Enterprises	612 Susquahanna Ambler, PA 19002	21407482540074G	18DAC7
U-Neek Enterprises	612 Susquahanna Ambler, PA 19002	21407482540069G	18DAF5
U-Neek Enterprises	612 Susquahanna Ambler, PA 19002	21407482540072G	18DB93
Penn Vending	804 Camer Dr. Bensalem, PA 19020-7302	21407482540096G	18D817

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
Penn Vending	804 Camer Dr. Bensalem, PA 19020-7302	21407482540088G	18DC47
Ceccheiti Brothers	309 Sycamore St. Jeanette, PA 15844	21407482540008G	18A704
Fetter's Commercial Music	Box 2421A RD1 West St. Sunbury, PA 17801	21407483200063G	18D38E
Fetter's Commercial Music	Box 2421A RD1 West St. Sunbury, PA 17801	21407483200062G	18D4CC
Fetter's Commercial Music	Box 2421A RD1 West St. Sunbury, PA 17801	2140748320061G	18D453
Fetter's Commercial Music	Box 2421A RD1 West St. Sunbury, PA 17801	21407483340001G	18D706
Fetter's Commercial Music	Box 2421A RD1 West St. Sunbury, PA 17801	21407483340006G	18DA8E
3D Amusements	1405 Saw Mill Run Blvd. Pittsburgh, PA 15210	021407482090027G	179933
3D Amusements	1405 Saw Mill Run Blvd. Pittsburgh, PA 15210	21407482430012G	18A946
London Vending	14 Lawson Drive Huntington Valley, PA 19006	214074822090029G	179A29
Playtime Amusement	3000 S. Queen Street Dallastown, PA 17313-9584	21407483340040G	18D89E
Mellilo Vending & Coffee Service	1 Box 292 Shawmut Rd. Brockport, PA 15823	21407483200005G	18D4C5
Mellilo Vending & Coffee Service	1 Box 292 Shawmut Rd. Brockport, PA 15823	21407483200005G	18D4C5
Mellilo Vending & Coffee Service	1 Box 292 Shawmut Rd. Brockport, PA 15823	214074912330006G	18D8A3

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
Mellilo Vending & Coffee Service	1 Box 292 Shawmut Rd. Brockport, PA 15823	21407483200052G	18D9FE
Mellilo Vending & Coffee Service	1 Box 292 Shawmut Rd. Brockport, PA 15823	21407490980006G	18DAAD
PNL Vending	156 McNeilly Rd. Pittsburgh, PA 15226	21407482540025G	18D3FC
Mid-State Amusement Co., Inc.	1117 South Main Dubois, PA 15801	21407482540018G	18D882
P & D Games	610 High Street Lock Haven, PA 17745	21407482540007G	18AC17
State Amusement	1358 E. College Ave. State College, PA 16801	21407483200002G	18D513
State Amusement	1358 E. College Ave. State College, PA 16801	21407483200004G	18DA61
Fugozzotto Entertainment	3 South Main St. Masontown, PA 16451	21407482540060G	18DC70
3D Music	1405 Sawmill Run Blvd. Pittsburgh, PA 15210	2140748320047G	18D3BF
Back Alley Vending	610 Monogahela Avenue Glassport, PA 15005	21407490070009G	18DB5A
Back Alley Vending	610 Monogahela Avenue Glassport, PA 15005	21407490070016G	18DB9A
K&S Games	P.O. Box 8617 Lancaster, PA 17604	21407490980011G	18D401
K&S Games	P.O. Box 8617 Lancaster, PA 17604	21407490980012G	18D5A8
L&M Music Co., Inc.	410 E. 3rd Street Williamsport, PA 17701	21407491230030G	18D233
L&M Music Co., Inc.	410 E. 3rd Street Williamsport, PA 17701	21407491230028G	18D43D

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
L&M Music Co., Inc.	410 E. 3rd Street Williamsport, PA 17701	21407491230029G	18DA4F
L&M Music Co., Inc.	410 E. 3rd Street Williamsport, PA 17701	21407483450012G	18D4D9
L&M Music Co., Inc.	410 E. 3rd Street Williamsport, PA 17701	21407483450007G	18D671
L&M Music Co., Inc.	410 E. 3rd Street Williamsport, PA 17701	21407490070015G	18D941
L&M Music Co., Inc.	410 E. 3rd Street Williamsport, PA 17701	21407490070012G	18D9B7
L&M Music Co., Inc.	410 E. 3rd Street Williamsport, PA 17701	21407490070003G	18DB3F
National Novelty	2123 Greenwood Street Harrisburg, PA 17104	21407483340047G	18D5AB
National Novelty	2123 Greenwood Street Harrisburg, PA 17104	21407491230041G	18A939
Progressive Amusements	3952 Green Street Harrisburg, PA 17110	21407483340033G	18D73C
Progressive Amusements	3952 Green Street Harrisburg, PA 17110	21407483340035G	18D5A3
Variety Amusements	116 E. Allen Street Mechanisburg, PA 17055	21407483340046G	18D81F

FAB052.CJC:233619\_1

(PA)



**SCHEDULE E**

**DEBTORS**

Touchtunes Digital Jukebox, Inc.  
3 Commerce Place, 4th Floor  
Montreal, Quebec H3E1H7

Touchtunes Music Corporation  
(f/k/a Technical Maintenance Corporation)  
1800 East Sahara, Suite 107  
Las Vegas, NV 89104

**SECURED PARTY**

National Bank of Canada  
600 de La Gauchetiere Street West  
Montreal, Quebec H3B4L2

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
Calloways	209 Wisteria Way Lexington, SC 29072	21407482540073G	18D9CE
Calloways	209 Wisteria Way Lexington, SC 29072	21407482640070G	18DB38
Williams Entertainment (dba Winners World)	P.O. Box 16482 Surfside Beach, SC 29587	21407482430050G	18A7CD
Williams Entertainment (dba Winners World)	P.O. Box 16482 Surfside Beach, SC 29587	21407483340005G	18D852

PABOS2:CJC:233384\_1  
(SC)

**SCHEDULE E**

**DEBTORS:**

Touchtunes Digital Jukebox, Inc.  
 3 Commerce Place, 4th Floor  
 Montreal, Quebec H3E1H7

Touchtunes Music Corporation  
 (f/k/a Technical Maintenance Corporation)  
 1800 East Sahara, Suite 107  
 Las Vegas, NV 89104

**SECURED PARTY:**

National Bank of Canada  
 600 de La Gauchetiere Street West  
 Montreal, Quebec H3B4L2

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
Sharpe's Amusement	430 College Ridely, TN 38080	21407482540095G	18DA8B
Sharpe's Amusement	430 College Ridely, TN 38080	21407482540085G	18D794
Sharpe's Amusement	430 College Ridely, TN 38080	21407483200056G	18D7E5
Sharpe's Amusement	430 College Ridely, TN 38080	21407483200055G	18DAB1
Sharpe's Amusement	430 College Ridely, TN 38080	21407483200054G	18DBA4
Sharpe's Amusement	430 College Ridely, TN 38080	21407483200053G	18DAFC
Sharpe's Amusement	430 College Ridely, TN 38080	21407483200069G	18D6B9
Sharpe's Amusement	430 College Ridely, TN 38080	21407483200067G	18D8F2
Sharpe's Amusement	430 College Ridely, TN 38080	21407483200068G	18D418
Sharpe's Amusement	430 College Ridely, TN 38080	21407483200066G	18DBFA
Mint Amusement	941 Ponder Road Knoxville, TN 37923	21407482430045G	18AB98
Mint Amusement	941 Ponder Road Knoxville, TN 37923	21407482430046G	18AE22
C&C Machines	314 Wilhogan Road Nashville, TN 37217	21407482430044G	18B07D

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
Cumberland Amusement	125 Lyle Lane Nashville, TN 37210	21407483200048G	18DAB4
Cumberland Amusement	125 Lyle Lane Nashville, TN 37210	21407482540023G	18D371
Cumberland Amusement	125 Lyle Lane Nashville, TN 37210	21407483450005G	18D986
Cumberland Amusement	125 Lyle Lane Nashville, TN 37210	21407483450002G	18DBC8

PABOS2:CJC:233374\_1 (TN)

**SCHEDULE E****DEBTORS**

Touchtunes Digital Jukebox, Inc.  
 3 Commerce Place, 4th Floor  
 Montreal, Quebec H3E1H7

Touchtunes Music Corporation  
 (f/k/a Technical Maintenance Corporation)  
 1800 East Sahara, Suite 107  
 Las Vegas, NV 89104

**SECURED PARTY**

National Bank of Canada  
 600 de La Gauchetiere Street West  
 Montreal, Quebec H3B4L2

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
B & L Vending	RT 2 Box 201D Leonard, TX 76462	21407483340010G	18DB65
B & L Vending	RT 2 Box 201D Leonard, TX 76462	21407483340024G	18D226
B & L Vending	RT 2 Box 201D Leonard, TX 76462	21407483340025G	18D2CB
B & L Vending	RT 2 Box 201D Leonard, TX 76462	21407483340018G	18D462
B & L Vending	RT 2 Box 201D Leonard, TX 76462	21407483340030G	18D6FE
B & L Vending	RT 2 Box 201D Leonard, TX 76462	21407490980002G	18D5B8
B & L Vending	RT 2 Box 201D Leonard, TX 76462	21407490070021G	18D696
B & L Vending	RT 2 Box 201D Leonard, TX 76462	21407483200021G	18D6FC
B & L Vending	RT 2 Box 201D Leonard, TX 76462	21407483200022G	18D733
B & L Vending	RT 2 Box 201D Leonard, TX 76462	21407490070018G	18D822
B & L Vending	RT 2 Box 201D Leonard, TX 76462	21407490070004G	18D9F8

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
B & L Vending	RT 2 Box 201D Leonard, TX 76462	21407490070020G	18DA19
B & L Vending	RT 2 Box 201D Leonard, TX 76462	21407490070019G	18DB47
Harp Vending	2300 E. Broadway Sweetwater, TX 79556	21407483340069G	18D8A8
Harp Vending	2300 E. Broadway Sweetwater, TX 79556	21407482430031G	18AC83
Harp Vending	2300 E. Broadway Sweetwater, TX 79556	21407482430014G	18ADDC
All Coin	119 Dallas Drive Denton, TX 76201	21407483450003G	18D306
All Coin	119 Dallas Drive Denton, TX 76201	21407483340100G	18D521
All Coin	119 Dallas Drive Denton, TX 76201	21407483450004G	18D678
All Coin	119 Dallas Drive Denton, TX 76201	21407483340097G	18DA03
All Coin	119 Dallas Drive Denton, TX 76201	21407483450001G	18DA44
All Coin	119 Dallas Drive Denton, TX 76201	21407483340098G	18DA53
All Coin	119 Dallas Drive Denton, TX 76201	21407483340096G	18DB8E
Sun City Vending	502 Cincinnati Avenue El Paso, TX 79902	21407491230027G	18D811
Sun City Vending	502 Cincinnati Avenue El Paso, TX 79902	21407482540065G	18D4FA
Sun City Vending	502 Cincinnati Avenue El Paso, TX 79902	21407482540059G	18D8B4
Crane's Etc.	Route 1 Box 1 Gladewater, TX 75647	21407483340048G	18D84A

PABOS2:CJC:233381\_1  
(TX)

**SCHEDULE E**

**DEBTORS:**

Touchtunes Digital Jukebox, Inc.  
3 Commerce Place, 4th Floor  
Montreal, Quebec H3E1H7

Touchtunes Music Corporation  
(f/k/a Technical Maintenance Corporation)  
1800 East Sahara, Suite 107  
Las Vegas, NV 89104

**SECURED PARTY:**

National Bank of Canada  
600 de La Gauchetiere Street West  
Montreal, Quebec H3B4L2

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
Stacey Vending	52 N 1150 W Vernal, UT 84078	21407482430015G	18A7D7

PABOS2:CJC:233379\_1  
(UT)

**SCHEDULE E**

**DEBTORS**

Touchtunes Digital Jukebox, Inc.  
3 Commerce Place, 4th Floor  
Montreal, Quebec H3E1H7

Touchtunes Music Corporation  
(f/k/a Technical Maintenance Corporation)  
1800 East Sahara, Suite 107  
Las Vegas, NV 89104

**SECURED PARTY**

National Bank of Canada  
600 de La Gauchetiere Street West  
Montreal, Quebec H3B4L2

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
Midd Vermont Caterers	74 Exchange Middlebury, VT 05753	21407483200059G	18DB2A

PABOS2:CJC:244105\_1

(VT)

**SCHEDULE E**

**DEBTORS:**

Touchtunes Digital Jukebox, Inc.  
 3 Commerce Place, 4th Floor  
 Montreal, Quebec H3E1H7

Touchtunes Music Corporation  
 (f/k/a Technical Maintenance Corporation)  
 1800 East Sahara, Suite 107  
 Las Vegas, NV 89104

**SECURED PARTY:**

National Bank of Canada  
 600 de La Gauchetiere Street West  
 Montreal, Quebec H3B4L2

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
Central Vending	N3476 City Road Lake Geneva, WI 53147	21407482540053G	18D9CO
Central Vending	N3476 City Road Lake Geneva, WI 53147	21407482540059G	18D21E
Central Vending	N3476 City Road Lake Geneva, WI 53147	21407482540057G	18D27D
Central Vending	N3476 City Road Lake Geneva, WI 53147	21407483450014G	18D2A9
Central Vending	N3476 City Road Lake Geneva, WI 53147	21407483450013G	18DC6D
Action Amusements	W11912 Courty Rd. V Lodi, WI 53555	21407491230012G	18D260
Action Amusements	W11912 Courty Rd. V Lodi, WI 53555	21407490980010G	18D29D
Action Amusements	W11912 Courty Rd. V Lodi, WI 53555	21407491230011G	18D4A6
Action Amusements	W11912 Courty Rd. V Lodi, WI 53555	21407490980009G	18D8E3

PABOS2:CJC:232832\_1  
 (WI)



**SCHEDULE E****DEBTORS**

Touchtunes Digital Jukebox, Inc.  
 3 Commerce Place, 4th Floor  
 Montreal, Quebec H3E1H7

Touchtunes Music Corporation  
 (f/k/a Technical Maintenance Corporation)  
 1800 East Sahara, Suite 107  
 Las Vegas, NV 89104

**SECURED PARTY**

National Bank of Canada  
 600 de La Gauchetiere Street West  
 Montreal, Quebec H3B4L2

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
RJB Amusement SVC	2560 California Ave. Seattle, WA 98136	21407483340016G	18DB86
RJB Amusement SVC	2560 California Ave. Seattle, WA 98136	21407489340011G	18D496
Olympic Peninsula Amusement	910 E. 9th Street Port Angeles, WA 98362	21407483340049G	18DBBD
Olympic Peninsula Amusement	910 E. 9th Street Port Angeles, WA 98362	21407483340050G	18D3AO
Olympic Peninsula Amusement	910 E. 9th Street Port Angeles, WA 98362	21407491230021G	18D5D1
Sound Amusement	3723 74th Ave., Ct. NW Gig Harbor, WA 98835	21407490980020G	18D851
Sound Amusement	3723 74th Ave., Ct. NW Gig Harbor, WA 98835	21407490980019G	18DB06
Sound Amusements	3723 74th Ave., Ct. NW Gig Harbor, WA 98835	2140748320027G	18D224
Sound Amusements	3723 74th Ave., Ct. NW Gig Harbor, WA 98835	2140748320026G	18D8B2
Sound Amusement	3723 74th Ave. Ct. NW Gig Harbor, WA 98835	21407482540026G	18D6FO
Sound Amusement	3723 74th Ave. Ct. NW Gig Harbor, WA 98835	21407482540027G	18DC2D

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
Sound Amusements	21009 108th Ave. SE Kent, WA 98031-2175	21407482640088G	18D5A1
Sound Amusements	21009 108th Ave. SE Kent, WA 98031-2175	21407482540099G	18D67B
Sound Amusements	21009 108th Ave. SE Kent, WA 98031-2175	21407482540098G	18D77E
Sound Amusements	21009 108th Ave. SE Kent, WA 98031-2175	21407482540100G	18D55B
Sound Amusements	21009 108th Ave. SE Kent, WA 98031-2175	21407489200060G	18D423
Bear's Amusements	P.O. Box 64346 Tacoma, WA 98464	21407490980007G	18D27E
Bear's Amusements	P.O. Box 64346 Tacoma, WA 98464	21407490070002G	18D596
Cascade	14812 SE 28 2nd Place Kent, WA 98042	21407483340099G	18D339
Cascade	14812 SE 28 2nd Place Kent, WA 98042	21407483340093G	18D8FC
Cascade Bar Sports	14812 SE 28 2nd Place Kent, WA 98042	21407491230040G	18D366
Cascade Bar Sports	14812 SE 28 2nd Place Kent, WA 98042	21407491230039G	18D3F4
Digital Music System	21009 108th Avenue SE Kent, WA 98031-2175	21407490070005G	18D31D
Digital Music System	21009 108th Avenue SE Kent, WA 98031-2175	21407490070008G	18D6C0
Digital Music System	21009 108th Avenue SE Kent, WA 98031-2175	21407490980018G	18D52E
DJ Darts	33408 First Avenue S, Apt. B Federal Way, WA 98003	21407490070017G	18D2E9
DJ Darts	33408 First Avenue S, Apt. B Federal Way, WA 98003	21407490070013G	18D606

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
DJ Darts	33408 First Avenue S, Apt. B Federal Way, WA 98003	21407491230036G	18DA91
DJ Darts	33408 First Avenue S, Apt. B Federal Way, WA 98003	21407491230037G	18DAA6

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**SCHEDULE E**

**DEBTORS**

Touchtunes Digital Jukebox, Inc.  
3 Commerce Place, 4th Floor  
Montreal, Quebec H3E1H7

Touchtunes Music Corporation  
(f/k/a Technical Maintenance Corporation)  
1800 East Sahara, Suite 107  
Las Vegas, NV 89104

**SECURED PARTY**

National Bank of Canada  
600 de La Gauchetiere Street West  
Montreal, Quebec H3B4L2

<b>OPERATOR</b>	<b>OPERATOR ADDRESS</b>	<b>M104 Serial Number</b>	<b>ID NUMBER</b>
Ajax Amusements	P.O. Box 2851 Martinsburg, WV 21742	21407490980026	18D57B
Ajax Amusements	P.O. Box 2851 Martinsburg, WV 21742	21407490980024G	18D7FF
Ajax Amusements	P.O. Box 2851 Martinsburg, WV 21742	21407490980025G	18D886
Ajax Amusements	P.O. Box 2851 Martinsburg, WV 21742	21407491230043G	18DD82
Ajax Amusements	P.O. Box 2851 Martinsburg, WV 21742	21407491230042G	18DDC9

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