

09-21-2000



101464460

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
- Execution Date
Month Day Year

Name

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)

- 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 NTHA11 00000241 75428481
01 FC:481 40.00 DP
02 FC:482 75.00 DP

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: 0173

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

617-951-3309

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:

#

Jennifer A. Post, Esquire

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

Name of Person Signing



Signature

8/30/00

Date Signed

AMENDED MOVABLE HYPOTHEC made as of the fifteenth (15th) day of July, nineteen hundred and ninety-nine (1999).

BETWEEN:

NATIONAL BANK OF CANADA, a chartered bank duly constituted and governed by the *Bank Act* (Canada) (S.C. 1991, c. 46), having its head office at 600 de La Gauchetière Street West, in the City of Montreal, Province of Quebec (H3B 4L2), herein acting and represented by Mr. Éric St-Louis, its Account Manager, Technology Group, duly authorized as he so declares, a notice of address being published at the Register of Personal and Movable Real Rights under the number 000063;

(hereinafter referred to as the "**Lender**"),

AND:

TOUCHTUNES MUSIC CORPORATION (formerly known as **TECHNICAL MAINTENANCE CORPORATION**, a corporation duly incorporated under the laws of the State of Nevada, United States of America, having its head office and principal place of business at 1800 East Sahara, Suite 107, in the city of Las Vegas, State of Nevada, 89104, United States of America, herein acting and represented by Mr. Tony Mastronardi, its President, duly authorized for the purposes hereof in virtue of a resolution of the Board of Directors of the Corporation, a certified copy of said resolution being annexed hereto;

(hereinafter referred to as the "**Guarantor**").

WHEREAS, according to the deed signed the 19th day of April 1999, **JUKE-BOX NUMERIQUE TOUCHTUNES INC./TOUCHTUNES DIGITAL JUKEBOX INC.** (hereinafter referred to as the ("**Borrower**") has granted to the Lender, as security for the performance by the Borrower of all of its obligations towards the Lender, a movable hypothec of **TEN MILLION FOUR HUNDRED THOUSAND AMERICAN DOLLARS (US\$10,400,000.00)** with interest at the rate of **25 % per annum**, hereinafter referred as the "**Movable Hypothec**";

WHEREAS the Guarantor, as personal guarantee, has entered into a Deed of Guarantee (hereinafter referred to as the "**Guarantee**") on the nineteen (19th) day of April, nineteen hundred and ninety-nine (1999) between the Lender and the Borrower in order to bind and oblige itself and guarantee severally the payment to the Lender, with the delays prescribed in the Financing Agreement, as defined in the above-mentioned Movable Hypothec, and the security agreements thereo related, all debts and obligations of the Borrower, present and future, direct or indirect, conditional or not, due or not, incurred by the Borrower pursuant to the Facility "**F**" of the

Financing Agreement including any costs and fees incurred by the Lender to recover or attempt to recover said debts and obligations as well as any interest thereupon at the same interest rate specified in the Financing Agreement, up to an amount of Ten Million and Four Hundred Thousand American Dollars (US \$ 10,400,000).

WHEREAS, according to the deed signed the 19th day of April 1999, the Guarantor as granted to the Lender as security for the performance by the Borrower of its Obligations according to the above-mentioned Movable Hypothec, a movable hypothecary guarantee, hereinafter referred to as the "**Movable Hypothecary Guarantee**";

WHEREAS the specific sum for which said Movable Hypothecary Guarantee is granted is established in American Dollars which might invalidate the guarantee since said hypothec fails to properly indicate the specific sum for which the hypothec is granted;

WHEREAS as additional collateral security for the performance by the Guarantor of all of its obligations towards the Lender under the terms and conditions of the Guarantee (hereinafter referred to as the "**Obligations**"), including, without limitation, for the due and punctual payment of any and all amounts now and hereafter owing by the Guarantor to the Lender in virtue of the Facility "F" of the Financing Agreement and the performance of all its Obligations under the terms and conditions of said Agreement of Movable Hypothecary Guarantee and of the Guarantee, the Guarantor has agreed to execute the present amended movable hypothec agreement in favour of the Lender, referred to as "**This Agreement**".

NOW THEREFORE, IN CONSIDERATION of the promises and respective covenants hereinafter contained and for other valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties hereto have agreed as follows:

1. **MOVABLE HYPOTHEC**

- 1.1 As additional general and continuing security for the performance of all of the Obligations of the Guarantor towards the Lender, as personal guarantee, under the terms and conditions of the Guarantee and any other future guarantee granted by the Guarantor to the Lender, any other security agreement, the Movable Hypothecary Guarantee and This Agreement covering, in particular, the loans and monies borrowed or effectively obtained from the Lender by the Borrower in virtue of the Facility "F" of the Financing Agreement as well as the payment of all interest thereon, fees and accessories, and the performance of all its obligations towards the Lender as set out in the Financing Agreement, the Movable Hypothecary Guarantee and in This Agreement, as the case may be, the Guarantor hereby hypothecates in favour of the Lender with effect as and from this date, to the extent of the principal amount of Ten Million and Four Hundred Thousand American Dollars (US. \$ 10,400,000) or FIFTEEN MILLIONS FOUR HUNDRED NINETEEN THOUSAND AND FORTY Canadian Dollars (CN

\$15,419,040.00) (as calculated at the prevailing exchange rate on April 19, 1999), with interest thereon at the rate of twenty-five percent (25%) per annum, calculated semi-annually and not in advance, the universality of the Guarantor's present and future movable property, corporeal and incorporeal, relating to the business of the Guarantor, including, without limitation, specific property and present and future property forming part of the universalities hereinafter described as well as those acquired in replacement thereof and the fruits, proceeds and revenues therefrom (all of which being hereinafter collectively called the "Secured Property"), namely:

DESCRIPTION

1.1.1 Universalities of Property

The following universalities of property, namely:

1.1.1.1 Debts, Rights and Claims

The universality of all present and future claims owing to the Guarantor including any debts, book debts, accounts, client accounts, claims, judgments, demands, income, abatements, remissions, cash balances, money deposits and, without limitation, any amounts deposited or remitted by the Guarantor to the Lender in virtue of the Facility "F" of the Branch Agreement, in any bank account or any amount of whatever nature (including, without limitation, any claims against the Crown and claims under any insurance policy of whatever nature and any claims against the operators, as lessees, under the Partner Lease Agreements) which may, at any time be owed or might be owed in the future to the Guarantor, as well as the fruits and revenues therefrom including those acquired in replacement thereof as well as any proceeds from the sale thereof or any part thereof, pertaining or relating, directly or indirectly, to the business operated by the Guarantor, as well as judgments, hypothecs, suretyships, security and other rights in connection thereto as well as all contracts, securities, bills, notes, policies and other documents now held or owned or which may be hereafter taken, held or owned by the Guarantor in respect of said debts, book debts, accounts, client accounts, claims, judgments, demands, income, abatements, remissions, cash balances, money deposits or any part thereof and also all books, documents, records, electronic or otherwise, and paper recordings evidencing or relating to said debts, book debts, accounts, client accounts, claims, judgments, demands, income,

abatements, remissions, cash balances, money deposits (all of which being hereinafter collectively called the "Claims")

1.1.1.2 Equipment

The universality of all existing and future machinery, equipment, professional equipment, jukeboxes, materials and vehicles, owned by the Guarantor, and their accessories, additions and spare parts, present and future as well as all books, directions of use, maintenance manuals, files, logbooks, documents, whether electronic or not, regarding said machinery, equipment, professional equipment, materials and vehicles, present or future, including all books, directions of use, maintenance manuals, files, logbooks, documents pertaining to any of their accessories, additions and spare parts.

1.1.1.3 Goods in Stock

The universality of all existing and future goods in stock owned by the Guarantor, including movable property held for the purpose of being sold, rented or altered by means of transformation or manufacturing process of a good destined for sale or for rent or with respect to services offered, or goods held by third parties with respect to a rental agreement, leasing contract, Partner Lease Agreement, franchise contract or licence or other agreement executed with the Guarantor, regarding raw materials, jukeboxes, manufactured or semi-manufactured or treated materials or products, or goods used for packaging. Goods that were part of any goods in stock which, pursuant to an alienation contract executed with respect thereto for the benefit of a third party, shall remain the property of the Guarantor pursuant to a reservation of ownership in its favour, and shall be deemed to be goods in stock as long as the ownership thereof is not transferred to such third parties; are also deemed to be goods in stock, goods which, after having been alienated, have again become the property of the Guarantor as a result of a resolution, termination or repossession.

1.1.1.4 Securities

The universality of all existing and future notes, titles of claims, obligations, shares and any other securities held by the Guarantor including any renewal, substitution and addition or other property or securities issued or received upon the purchase, repurchase, conversion or cancellation or upon any other transformation of the said securities.

1.1.1.5 Intellectual Property

The universality of all existing and future intellectual property rights, 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 licences, usage licences, Partner Lease Agreements, as well as any permits or any other rights which the Guarantor possesses or later acquires, relating directly or indirectly thereto including, without limitation, any right as more fully described in Schedules "A", "B" and "C", as the case may be, attached to the Movable Hypothecary Guarantee (hereinafter sometimes collectively called the "**Intellectual Property**").

1.1.1.6 Contractual Rights

All rights, title and interests of the Guarantor, present or future, in any contract, lease, offer to lease, agreements, Partner Lease Agreements, supply contracts and in any other document pertaining to the business and operations of the Guarantor.

1.1.1.7 Other Property

Without limiting the generality of the foregoing, the following existing and future property (the "**Other Property**"), to the extent that they are not already included in the foregoing descriptions, and which are also affected by the hypothec and the other rights constituted hereunder:

- (a) all claims, effects or sums of money from the rental, sale or other disposition of the Secured Property, as the case may be, as well as any property acquired in replacement thereof (it being understood that this provision shall not be interpreted as allowing the Guarantor to dispose of or

charge the Secured Property in violation of the other provisions hereof or of the Financing Agreement);

- (b) all insurance and expropriation rights or indemnities pertaining directly or indirectly to the Secured Property;
- (c) all other rights relating directly or indirectly to the Secured Property as well as the fruits, proceeds and revenues generated thereby;
- (d) all titles, registers, invoices, contracts, securities and other documents which the Guarantor shall receive or have the right to receive evidencing or relating directly or indirectly to the Secured Property, whatever the nature of their support or medium and whatever their form;
- (e) all claims, effects or sums of money from the sale or other alienation of permits, franchises, quotas or other similar authorizations which the Guarantor now possesses or may possess in the future;
- (f) all lease amount due or owing to the Guarantor, under the Partner Lease Agreements as well as any income received from successful infringement litigation or in settlement of such actions and any other streams of income relating directly or indirectly to the Secured Property.

1.2 Extent of the Hypothec

If numbers or quantities are mentioned in the foregoing descriptions, they must be considered as indicative of the property owned by the Guarantor on the date hereof and must not be interpreted as limiting the extent of the hypothecs. If one or more addresses are mentioned, they must be considered as indicative of the place where the assets are located as of the date hereof, and this indication must not be interpreted such that the Lender loses any rights if the Secured Property is relocated, nor as restricting the extent of the hypothec in respect of the universality or universalities of property mentioned in the said descriptions, the hypothec charging all the present and future property forming part of that or those universalities, whether they are situated at such addresses or elsewhere.

1.3 Additional Hypothec

Should the Lender so require, the Guarantor undertakes to grant to the Lender any additional hypothec which the Lender deems reasonable to specifically charge the future property or property acquired in replacement of the Secured Property or to maintain the value of the security granted hereunder.

1.4 Continuous Security

The hypothec and other charges created in virtue of the Movable Hypothecary Guarantee and of This Agreement shall take effect as of the date hereof, in order to guarantee all the Obligations of the Guarantor towards the Lender in connection with the Guarantee and, in particular, the repayment of all the sums which may have been advanced or which may be advanced by the Lender to the Borrower in connection with the Facility "F" of the Financing Agreement.

The Guarantor further agrees with the Lender that the hypothec and the other security created hereunder shall subsist until the payment in full of any monies due to the Lender by the Borrower or the Guarantor under the terms of Facility "F" of the Financing Agreement and any renewal, replacement, modification, addition or substitution thereof and in order to guarantee any other obligations of the Guarantor, present or future, towards the Lender, in relation to the Facility "F" of the Financing Agreement or the Guarantee for the Guarantor and in any event that the Borrower and/or the Guarantor should enter into new agreements towards the Lender relating to the Financing Agreement and to the Guarantee and any other security created hereunder, the Financing Agreement and the Guarantee and the security will subsist and guarantee all Obligations of the Guarantor and the Borrower towards the Lender, including the Guarantee and/or the Facility "F" of the Financing Agreement or any of its renewal, replacement, modification, addition or substitution thereof, and each of said new agreement of the Borrower and/or the Guarantor, until total and final cancellation of the hypothec and the other rights granted hereunder.

1.5 Renewal and Conservation

The Guarantor undertakes to execute without delay, at the request of the Lender, any notice of renewal or conservation of the present hypothec as well as any other deed or document in order that the hypothec and the other rights constituted in virtue of the Movable Hypothecary Guarantee and of This Agreement have full effect and remain at all times opposable to third persons.

2. **ADDITIONAL HYPOTHEC**

To secure the payment of all sums payable to the Lender under any provisions of the Facility "F" of the Financing Agreement or the Movable Hypothecary Guarantee or of This Agreement as well as same to the Lender by the Guarantor under any provision of the Guarantee or this Agreement and which are not secured by the other hypothec created herein, including without limitation, the interest, costs related to fluctuation of the Canadian and United States exchange rate, expenses and accessories relating to the Facility "F" of the Financing Agreement and/or the Guarantee, all expenses and fees incurred by the Lender in order to protect or realize upon its rights and the performance of all Obligations herein set forth and in the Guarantee, with interest on all such amounts from the date of disbursement at the annual rate herein stipulated, the Guarantor hypothecates the Secured Property in favour of the Lender for a further additional sum of Two Million and Eighty Thousand American Dollars (US \$ 2,080,000) or Three Million and Eighty-Three Thousand Eight Hundred and Eight Canadian Dollars (CD \$ 3,083,808) (as calculated at the prevailing exchange rate on April 19, 1999) with interest thereon at the rate mentioned above in Article 1 hereof.

3. **RATIFICATION**

Except for the present modifications, the parties confirm and ratify the other dispositions of the above-mentioned deed of Movable Hypothecary Guarantee and of the Financing Agreement as defined in said deed and agrees that the present deed will not operate novation between them.

4. **LANGUAGE**

The parties hereto have requested that this document be drawn up in the English language.
Les parties aux présentes ont exigé que ce document soit rédigé en langue anglaise.

SIGNED at the City of Montreal, Province of Quebec, on the date first mentioned above.

NATIONAL BANK OF CANADA

Per: 

Éric St-Louis, Account Manager
Technology Group

TOUCHTUNES MUSIC CORPORATION

Per. 

Tony Mastronardi, President

INTERVENTION

Hereby intervenes the Borrower after having taken communication of this Agreement to agree to the provisions hereof and covenants to do or cause to be done any act required to review the Guarantee when so required by the Bank, otherwise the Borrower agrees that the non-renewal of this Guarantee shall constitute a default of the Borrower under the terms of the Financing Agreement.

**JUKE-BOX NUMERIQUE TOUCHTUNES
INC./TOUCHTUNES DIGITAL JUKEBOX INC.**

Per: 

Tony Mastronardi, President

SCHEDULE "A"

LIST OF TRADEMARKS

REGISTERED AND UNREGISTERED TRADE MARKS

<u>Trademark</u>	<u>Trademark Application</u>	<u>Filing date</u>	<u>Country</u>	<u>Procedure Status</u>
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
Touchtunes and Design	616,649	08/14/98	Europe	Examination
Touchtunes Digital Jukebox	598,789	08/14/98	Europe	Examination
Touchtunes Digital Jukebox	853,074	07/07/97	Canada	Examination
Touchtunes and Design	854,850	08/28/97	Canada	Published for Opposition 10/28/98
Touchtunes Digital Jukebox and Design	97/150,269	20/08/97	Japan	Examination
Touchtunes Digital Jukebox	97/147,479	08/08/97	Japan	Examination



SCHEDULE "B"

LIST OF COPYRIGHTS, PATENTS AND CONFIDENTIAL INFORMATION

I REGISTERED AND UNREGISTERED COPYRIGHTS:

- Canadian Copyright Registration n° 442,114 dated April 5, 1995 for the software entitled: Real-Time Modular Multi-Process Kernel
- Jukebox Software, version 1.1
- Server Software, version 1.11 Beta

II PATENT APPLICATIONS AND PATENTS

<u>Inventions</u>	<u>Patent Application Serial N°.</u>	<u>Filing Date</u>	<u>Country</u>	<u>Procedure Status</u>
Intelligent Digital Audiovisual Payback System	2,201,913	1995/10/12	Canada	Laid-open 1996/04/25
Method of Communication for an Intelligent Digital Audiovisual Playback System	2,201,914	1995/10/12	Canada	Laid-open: 1996/04/25
Motor Vehicle Air Conditioning Control System	2,218,409	1997/02/07	Canada	Laid open: 1997/08/14



Procedure for Selecting a Recording on a Digital Audiovisual Reproduction System and the System for Implementing the Procedure	2,216,665	1997/09/19	Canada	Laid open: 1997/03/27
Audiovisual Distribution System	2,201,917	1995/10/12	Canada	Laid open: 1996/01/25
Home Digital Audiovisual Information Recording and Playback Apparatus	2,201,916	1995/10/12	Canada	Laid open: 1996/01/25
Intelligent Digital Audiovisual Playback System	2,201,915	1995/10/12	Canada	Laid open: 1996/01/25
System for Distributing and Selecting Audio and Video Information and Method Implemented by said System	2,201,911	1995/10/02	Canada	Laid open: 1996/04/25
Digital Wireless Speakers	2,249,071	1998/09/23	Canada	Laid open: 1999/01/27
Intelligent Digital Audiovisual Playback System	2,201,909	1994/10/12	Canada	Laid open: 1996/01/25



Intelligent Digital Audiovisual Playback System	PCT/FR94/01185	12/10/94	France	Examination
Intelligent Digital Audiovisual Playback System	PCT/FR95/01333	12/10/95	France	Examination
Method of Communication for an Intelligent Digital Audiovisual Playback System	PCT/FR95/01334	12/10/95	France	Examination
Intelligent Digital Audiovisual Playback System	PCT/FR95/01335	12/10/95	France	Examination
Home Digital Audiovisual Information Recording and Playback Apparatus	PCT/FR95/01336	12/10/95	France	Examination
Audiovisual Distribution System	PCT/FR95/01337	12/10/95	France	Examination
System for Distributing and Selecting Audio and Video Information and Method Implemented by Said System	PCT/FR95/01338	12/10/95	France	Examination
Secured Power Supply for Audiovisual Playback System	9804894	14/04/98	France	Examination

Audio Settings for Intelligent Digital Playback System	9809350	22/07/98	France	Examination
Remote Control for Intelligent Playback Digital Audiovisual System	9809351	22/07/98	France	Examination
Audiovisual Reproduction System	9809352	22/07/98	France	Examination
Downloading System of Objects or Files for Software Update	9809296	21/07/98	France	Examination
Digital Wireless Speakers	9712007	26/09/97	France	Examination



Intelligent Digital Audiovisual Playback System	9593464690.9	12/10/94	Europe	Will be granted on February 17, 1999
(1) Intelligent Digital Audiovisual Playback System	94930247.5	12/10/94	Europe	Examination
(2) Intelligent Digital Audiovisual Playback System	99104129.4	02/03/99	Europe	Division
Method of communication for an Intelligent Digital Audiovisual Playback System	95934691.7	12/10/95	Europe	Will be granted on February 2, 1999
Intelligent Digital Audiovisual Playback System	95934692.5	12/10/95	Europe	Examination
Home Digital Audiovisual Information Recording and Playback System	95934693.3	12/10/95	Europe	Examination
Audiovisual Distribution System	95934694.1	12/10/95	Europe	Will be granted on February 2, 1999
System for Distributing and Selecting Audio and Video Information and Method Implemented by Said System	95934695.1	12/10/95	Europe	Granted 31/10/97



Process for Selecting a Recording on a Digital Audiovisual reproduction System, and System for Implementing the Process	97402110.7	11/09/97	Europe	Examination
Digital Wireless Speakers	98402266.5	15/09/98	Europe	Examination



Process for Selecting a Recording On a Digital Audiovisual Reproduction System, and System for Implementing the Process	260,682/97	25/09/97	Japan	Filed for National Phase
Intelligent Digital Audiovisual Playback System	512,969/96	12/10/94	Japan	Laid-open: 507290/98
Intelligent Digital Audiovisual Playback System	512,985/96	12/10/95	Japan	Laid-open: 507592/98
Communication Method for an Intelligent Digital Audiovisual Playback System	512,986/96	12/10/95	Japan	Laid-open: 507543/98
Intelligent Digital Audiovisual Playback System	512,987/96	12/10/95	Japan	Laid-open: 507544/98
Home Digital Audiovisual Information Recording and Playback System	512,988/96	12/10/95	Japan	Laid-open: 507545/98
Audiovisual Distribution System	512,989/96	12/10/95	Japan	Laid-open: 507546/98
System for Distributing and Selecting Audio and Video Information and Method Implemented by Said System	512,990/96	12/10/95	Japan	Laid-open: 507547/98

Digital Wireless Speakers	272,236/98	25/09/98	Japan	Filed for National Phase
------------------------------	------------	----------	-------	-----------------------------

Intelligent Digital Audiovisual Playback System	08/817,690	23/07/97	U.S.A.	Examination Division
Intelligent Digital Audiovisual Playback System	08/817,689	13/06/97	U.S.A.	Examination
Communication Method 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 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	08/935,826	23/09/97	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

III 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 "C"

LICENCE AGREEMENTS AND OTHER AGREEMENTS AND CONTRACTS

1. Memorandum of Agreement entered into between Technical Maintenance Corporation and Touchtunes Digital Jukebox Inc. on March 18, 1997.
2. Draft of a Licence Agreement dated 1998/12/98 to be entered into between Touchtunes Music Corporation and Touchtunes Digital Jukebox Inc.
3. Partner Lease Agreements (PLA) entered into between Technical Maintenance Corporation and Operators as listed herein that have signed PLA:
4. Draft of a Licence Agreement to be entered into between Technical Maintenance Corporation and Touchtunes Digital Jukebox Inc. and Thomson Multimedia Inc.
5. Agreement entered into Touchtunes Digital Jukebox Inc. and TMC Technical Maintenance Corporation and Dialog 4 System Engineering GmbH on June 3, 1998:
 - a. the right to use and to manufacture the DSP design;
 - b. the right to use the Firmware for board functionality and the diagnostic software of TT or any subcontractor of TT with a licence to use such software or firmware for the mass production of PC cards.



List of Operators That Have Signed Partner Lease Agreements (PLA)

**3-D Music
Arcade
Atlas
Bee Creek
Bezerkley
Bruce's Music
Bunky J.B Man
Calloway's
Cecchetti Bros.
Connelly Vending Inc.
Courtesy Coin
CTS Enterprises
Darrt Amusement
Delmarva Amusement
Digital Music Systems
Diltz & Sons
Federal Vending
Ferris Music
Future Vending
Fugozzotto Ent. Inc
Harp Vending
Indy Amusement
Intune Inc.
Jag Vend.
J.B Amusement
Lincoln Lane
London Vending
Mack Enterprises
Memories Games
Metro Service
Mid-state
Mint Amusement
Modern
Morgan
Mike's Amusement
Music & Games
Nebraska Tech.
North Central
Gaming/Northern
Vending
P & D Games
Penn SSS Vending
PMI Music
PNL Vending**


TRADEMARK

REEL: 002143 FRAME: 0196

List of Operators That Have Signed Partner Lease Agreements (PLA)

**Renner Amusement
Sound Amusement
Sports Arcade
Stacey's Vending
State Amusement Co.
Statewide Coin Oper.
Sun City Vending
T & G Music Inc
Tiger Amusements
TLC Novelty
Uneek
Williams**

CERTIFIED EXTRACT OF A RESOLUTION OF THE BOARD OF TOUCHTUNES MUSIC CORPORATION ADOPTED ON THE FOURTEEN (14th) DAY OF APRIL, NINETEEN HUNDRED AND NINETY-NINE (1999)

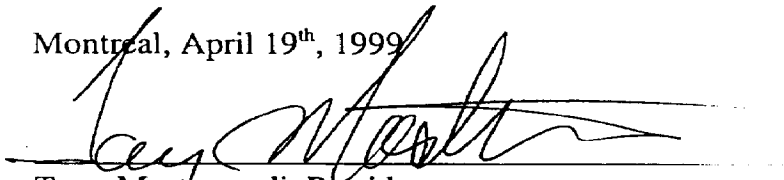
DEED OF GUARANTEE AND MOVABLE HYPOTHEC

RESOLVED:

1. "THAT the corporation be and it is hereby to enter into a movable hypothec on the universality of its present and future property, both corporeal and incorporeal, including intellectual property in the amount of Ten Million and Four Hundred American Dollars (US \$ 10,400,000), as well as an additional hypothec in the amount of Two Million and Eighty Thousand American Dollars (US \$2,080,000), to guarantee all of its obligations under the deed of guarantee in favour of the Bank, the whole up to the amount of Ten Million and Four Hundred Thousand American Dollars (US \$ 10,400,000), in accordance with a draft of which is deposited before the Board of Directors of the corporation and hereby approved; and
2. THAT Tony Mastronardi, the Corporation's President, be and he is hereby authorized and instructed to execute all documents for and on the account of the Corporation, as well as any other document pertaining to this transaction, to effect any modification thereof, to do or to cause to have done anything that he may, in his sole discretion, deem necessary, useful or appropriate in order to give full effect to this resolution."

* * * * *

The undersigned, Tony Mastronardi, President of Touchtunes Music Corporation and on behalf of the Executive Committee of the Corporation, hereby certifies that the text appearing above is a true extract of a resolution adopted by the Board of Directors of Touchtunes Music Corporation on the 14th, 1999 and that, as of this date, said resolution is in full force and effect.

Montreal, April 19th, 1999


Tony Mastronardi, President

**CERTIFIED EXTRACT OF A RESOLUTION OF THE BOARD OF TOUCHTUNES
MUSIC CORPORATION ADOPTED ON THE FOURTEEN (14th) DAY OF APRIL,
NINETEEN HUNDRED AND NINETY-NINE (1999)**

DEED OF GUARANTEE AND MOVABLE HYPOTHEC

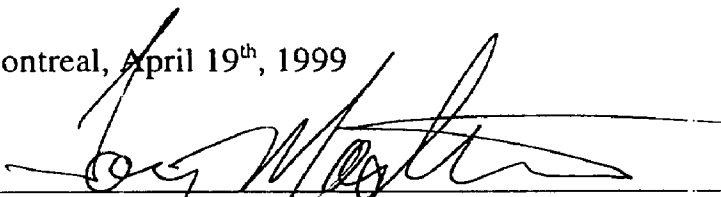
RESOLVED:

1. "THAT the corporation be and it is hereby to enter into a movable hypothec on the universality of its present and future property, both corporeal and incorporeal, including its intellectual property in the amount of Ten Million and Four Hundred American Dollars (US \$ 10,400,000), as well as an additional hypothec in the amount of Two Million and Eighty Thousand American Dollars (US \$2,080,000), to guarantee all of its obligations under the deed of guarantee in favour of the Bank, the whole up to the amount of Ten Million and Four Hundred Thousand American Dollars (US \$ 10,400,000), in accordance with a draft of which is deposited before the Board of Directors of the corporation and is hereby approved; and
2. THAT Tony Mastronardi, the Corporation's President, be and he is hereby authorized and instructed to execute all documents for and on the account of the Corporation, as well as any other document pertaining to this transaction, to effect any modification thereto and to do or to cause to have done anything that he may, in his sole discretion, deem necessary, useful or appropriate in order to give full effect to this resolution."

* * * * *

The undersigned, Tony Mastronardi, President of the Corporation and on behalf of the Executive Committee of the Corporation, hereby certifies that the text appearing above is a true extract of a resolution adopted by the Board of Directors of Touchtunes Music Corporation on April 14th, 1999 and that, as of this date, said resolution remains in full force and effect.

Montreal, April 19th, 1999



Tony Mastronardi, President

**TouchTunes Music Corporation
U.S. Sales & Use Tax**

**Currently Conducting
Business**

Alabama
Arizona
California
Colorado
Florida
Georgia
Illinois
Indiana
Iowa
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Missouri
Montana
Nebraska
Nevada
New York
North Carolina
Oklahoma
Pennsylvania
Rhode Island
South Carolina
Tennessee
Texas
Utah
Vermont
Washington
Wisconsin

Anticipated Business

Alaska
Chicago
Connecticut
District of Columbia
Michigan
Mississippi
New Jersey
West Virginia

CERTIFIED EXTRACT OF A RESOLUTION OF THE BOARD OF TOUCHTUNES MUSIC CORPORATION ADOPTED ON JULY 14, 1999

MOVEABLE HYPOTHEC

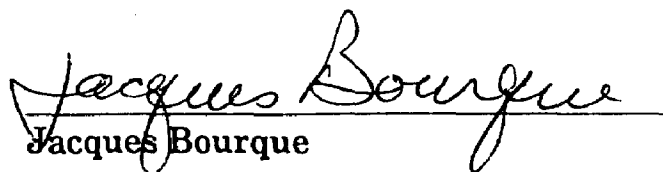
Upon motion duly made and seconded, it was unanimously resolved:

« to authorize the Corporation to enter into an amended movable hypothec on the universality of its present and future property, both corporeal and incorporeal, including its intellectual property in the amount of Ten Million and Four Hundred thousand American Dollars (US \$ 10,400,000) or FIFTEEN MILLION FOUR HUNDRED NINETEEN THOUSAND AND FORTY Canadian Dollars (CN \$15,419,040.00), as well as an additional hypothec in the amount of Two Million and Eighty Thousand American Dollars (US \$2,080,000) or Three Million and Eighty Three Thousand Eight Hundred and Eight Canadian Dollars (CD \$3,083,808) (as calculated at the prevailing exchange rate on April 19, 1999) to guarantee all of its obligations under the deed of guarantee in favor of the National Bank of Canada, including without limitation the cost related to fluctuations of the Canadian and United States exchange rate, the whole in accordance with the terms and conditions of the amended movable hypothec, a copy of which was submitted to the Board of Directors and accepted;

to authorize the president or any other officer of the Corporation to execute all documents for and on the account of the Corporation, as well as any other document pertaining to this transaction, to effect any modification thereto and to do or to cause to have done anything that he may, in his sole discretion, deem necessary, useful or appropriate in order to give full effect to this resolution. »

The undersigned, Jacques Bourque, assistant secretary of the Corporation, hereby certifies that the text appearing above is a true extract of a resolution adopted by the Board of Directors of TouchTunes Music Corporation on July 14, 1999 and that, as of this date, said resolution remains in full force and effect.

Montreal, July 27, 1999


Jacques Bourque