

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ecast, Inc.		04/23/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	TouchTunes Music Corporation
Street Address:	3 Commerce Place
Internal Address:	4th Floor
City:	Nun's Island (Montreal)
State/Country:	CANADA
Postal Code:	H3E 1H7
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2679012	ECAST

CORRESPONDENCE DATA	
Fax Number:	(415)989-1663
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	415-391-4800
Email:	ngarhart@coblentzlaw.com
Correspondent Name:	Nate A. Garhart
Address Line 1:	One Ferry Building
Address Line 2:	Suite 200
Address Line 4:	San Francisco, CALIFORNIA 94111-4213

ATTORNEY DOCKET NUMBER:	09813-001
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DOMESTIC REPRESENTATIVE	
Name:	
Address Line 1:	
Address Line 2:	

CH \$40.00 2679012

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Nate A. Garhart

Total Attachments: 6

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## EXHIBIT A

### SECURITY AGREEMENT

This SECURITY AGREEMENT ("Security Agreement") is effective as of the date executed below by and between Ecast, Inc., a Delaware corporation, having a principal place of business located at 500 3<sup>rd</sup> Street, Suite 510, San Francisco, California ("Debtor"), in favor of TouchTunes Music Corporation, a Nevada corporation, having its principal place of business at 3 Commerce Place, 4<sup>th</sup> Floor, Nun's Island (Montreal), Quebec H3E 1H7, Canada (the "Secured Party").

#### RECITAL

In order to induce the Secured Party to enter into that certain Settlement Agreement and Cross License by and between Debtor and the Secured Party of even date herewith (the "Settlement Agreement"), Debtor has agreed to enter into this Security Agreement and to grant the Secured Party the security interest in the Collateral described below.

#### AGREEMENT

NOW, THEREFORE, in consideration of the above recital and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Debtor hereby agrees with the Secured Party as follows:

1. Definitions and Interpretation. When used in this Security Agreement, the following terms shall have the following respective meanings:

"Collateral" shall have the meaning given to that term in Section 2 hereof.

"Lien" shall mean any security interest, mortgage, pledge, lien or other encumbrance.

"Obligations" shall mean all monetary obligations, including interest, owed by Debtor to the Secured Party pursuant to Article 2 of the Settlement Agreement.

"Permitted Liens" shall mean (i) Liens imposed by any governmental authority for taxes, assessments or charges not yet due or which are being contested in good faith, (ii) bankers Liens and similar Liens (including rights of set-off) in respect of bank deposits, (iii) purchase money Liens on equipment acquired or held by Debtor incurred for financing the acquisition of the equipment, or existing on equipment when acquired, if the Lien is confined to the property and improvements and the proceeds of the equipment, and (iv) other Liens agreed to in writing by the Secured Party.

"UCC" shall mean the Uniform Commercial Code as in effect in the State of California from time to time.

All capitalized terms not otherwise defined herein shall have the respective meanings given in the Security Agreement. Unless otherwise defined herein, all terms defined in the UCC shall have the respective meanings given to those terms in the UCC.

2. Grant of Security Interest. As security for the Obligations, Debtor hereby pledges and assigns to the Secured Party and grants to the Secured Party a first priority security interest in all

existing and future right, title and interests of Debtor in and to the property described in Attachment 1 hereto (collectively and severally, the "Collateral"), which Attachment 1 is incorporated herein by this reference.

3. Representations and Warranties. Subject to the right to grant Permitted Liens, Debtor represents, warrants and covenants to the Secured Party that as of the date hereof and at all times during which any Obligations are outstanding (i) the Secured Party has a first priority perfected security interest in the Collateral, except for Permitted Liens, (ii) Debtor is not subject to any bankruptcy case or insolvency proceedings before any court in any jurisdiction, (iii) in the ninety (90) calendar days preceding the effective date hereof, Debtor has not received any credible threat from any third party to subject the Debtor to any involuntary bankruptcy or insolvency proceeding, (iv) the state of incorporation of Debtor is the State of California, (v) neither the execution and delivery of this Security Agreement, nor the consummation of any transaction contemplated hereby, nor the performance of this Security Agreement conflicts with or results in a breach of any material agreement to which Debtor is party or by which Debtor is bound, (vi) neither the execution and delivery of this Security Agreement nor the consummation of any transaction contemplated hereby, nor the fulfillment of the terms of this Security Agreement has constituted or resulted in, or will constitute or result in, the violation of any law, judgment, decree or governmental or administrative order, rule or regulation applicable to Debtor, (vii) no consent of any other person (including without limitation any shareholder, officer, director, or creditor of Debtor) is required in connection with the execution, delivery, performance, validity or enforceability of this Agreement and (viii) Debtor shall not enter into any agreement that would conflict with Debtor's obligations hereunder.

4. Covenants Relating to Collateral. Debtor hereby agrees until such time as the Obligations are paid in full at Debtor's sole cost and expense (a) to perform all acts that may be necessary to maintain, preserve, protect and perfect the Collateral, the Lien granted to the Secured Party in the Collateral in the state of incorporation of Debtor and the priority of such Lien, except for Permitted Liens; (b) to pay promptly when due all taxes and other governmental charges (including patent fees), all Liens, and all other charges now or hereafter imposed upon or affecting any Collateral; (c) without at least thirty (30) calendar days prior written notice to the Secured Party, not to change Debtor's name or principal place of business or the location of its assets, except in the ordinary course of business; (d) to procure, execute and deliver from time to time any financing statements in Debtor's state of incorporation, notices of lien on deposit accounts, and other writings reasonably deemed necessary or appropriate by the Secured Party to perfect, maintain and protect its Lien hereunder in Debtor's state of incorporation and the priority thereof; (e) to provide assistance to the Secured Party in perfecting, maintaining and enforcing the Lien in Debtor's state of incorporation; and (f) not to sell, transfer or otherwise dispose of or transfer any Collateral, provided, that licensing of the Collateral shall be acceptable, and to keep the Collateral free of all Liens except Permitted Liens. If Debtor fails to comply with the above covenants, Secured Party may seek specific performance of the covenants and the prevailing party shall be entitled to reasonable attorneys' fees.

5. Further Assurances. On a continuing basis, and at Debtor's sole cost and expense, Debtor will cooperate with the Secured Party to maintain a UCC-1 financing statement filing in the Debtor's state of incorporation, as well as notice filings with the United States Patent and Trademark Office, in order to perfect, maintain and enforce the Secured Party's security interest in the Collateral. If the law applicable to perfecting the Secured Party's security interest shall change after

the date hereof to require additional filings not covered by this Section 5, then Debtor will cooperate with the Secured Party to maintain such filings as are required by the changed law.

6. Default and Remedies. Debtor shall be deemed in default under this Security Agreement upon the occurrence and during the continuance of any breach of this Security Agreement or the payment terms of the Settlement Agreement (an "Event of Default"). Upon the occurrence and during the continuance of any such Event of Default, the Secured Party shall have the rights of a secured creditor under the UCC and all rights granted by this Security Agreement and by law.

7. Miscellaneous.

(a) Notices. All notices, demands or communication under this Agreement must be in writing, and shall be deemed to have been effectively given when: (i) personally delivered; (ii) two (2) business days after posting in the United States mails via prepaid, certified mail, return receipt requested; (iii) delivered via email to the email address most recently provided to Debtor; or, (iv) one (1) business day after dispatch via overnight or international courier service, as the case may be, addressed as follows:

If to Debtor: Ecast, Inc.  
Attention: \_\_\_\_\_  
500 3<sup>rd</sup> Street, Suite 510  
San Francisco, CA 94107

If to the Secured Party: TouchTunes Music Corporation  
Attention: \_\_\_\_\_  
3 Commerce Place, 4<sup>th</sup> Floor  
Nun's Island (Montreal)  
Quebec H3E 1H7, Canada

With a courtesy copy to: Coblentz, Patch, Duffy & Bass, LLP  
One Ferry Building, Suite 200  
San Francisco, California 94111  
Attn: Paul J. Tauber

(b) Nonwaiver. No failure or delay on the Secured Party's part in exercising any right hereunder shall operate as a waiver thereof or of any other right nor shall any single or partial exercise of any such right preclude any other further exercise thereof or of any other right.

(c) Amendments and Waivers. This Security Agreement may not be amended or modified, nor may any of its terms be waived, except by written instruments signed by Debtor and the Secured Party. Each waiver or consent under any provision hereof shall be effective only in the specific instances for the purpose for which given.

(d) Assignments. This Security Agreement shall be binding upon and inure to the benefit of the Secured Party and Debtor and their respective successors and assigns; provided, however, that Debtor may not sell, assign or delegate rights and obligations hereunder without the prior written consent of the Secured Party.

(e) Termination of Security Interest. Upon the indefeasible cash payment in full of all Obligations, Debtor may terminate this Security Agreement at any time and the security interest granted herein shall terminate and all rights to the Collateral shall revert to Debtor. Upon termination of this Security Agreement the Secured Party hereby authorizes Debtor to file any UCC termination statements necessary to effect such termination and the Secured Party will execute and deliver to Debtor any additional documents or instruments as Debtor shall reasonably request to evidence such termination.

(d) Cumulative Rights, etc. The rights, powers and remedies of the Secured Party under this Security Agreement shall be in addition to all rights, powers and remedies given to the Secured Party by virtue of any applicable law, rule or regulation of any governmental authority or any other agreement, all of which rights, powers, and remedies shall be cumulative and may be exercised successively or concurrently without impairing the Secured Party's rights hereunder. Debtor waives any right to require the Secured Party to proceed against any Person or to exhaust any Collateral or to pursue any remedy in the Secured Party's power.

(e) Partial Invalidity. If at any time any provision of this Security Agreement is or becomes illegal, invalid or unenforceable in any respect under the law or any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Security Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.


(f) Expenses. Debtor shall pay on demand all reasonable fees and expenses, including reasonable attorneys' fees and expenses, incurred by the Secured Party in connection with custody, preservation or sale of, or other realization on, any of the Collateral or the enforcement or attempt to enforce any of the Obligations which is not performed as and when required by this Security Agreement.

(g) Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflicts of law rules (except to the extent governed by the UCC).

(h) Counterparts. This Security Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Security Agreement by signing any such counterpart.

IN WITNESS WHEREOF, Debtor has caused this Security Agreement to be executed and delivered as of the day and year first above written.

ECAST, INC.

By:  \_\_\_\_\_

Name:           A JANN-ANLOE          

Title:           PRESIDENT & CEO

AGREED:

**TOUCHTUNES MUSIC CORPORATION**  
as the Secured Party

By:  \_\_\_\_\_

Name: John B. Perracha

Title: President & CEO

**ATTACHMENT 1**  
**TO SECURITY AGREEMENT**

All right, title and interest of Debtor now owned or hereafter acquired in or to any and all assets, which shall be considered the Collateral, including, but not limited to:

- (a) All goods, tangible property, whether real or personal, and general intangibles, excluding, however, non-jukebox-related devices;
- (b) All intellectual property including patents and patent applications and the inventions reflected therein;
- (c) All trademarks, trade names and service marks and any registrations thereof, as well as the goodwill created thereby;
- (d) All copyrights;
- (e) Any and all trade secrets, moral rights and other intangible property;
- (f) All industrial property rights relating to the intellectual property listed in (b) through (e);
- (g) Any and all claims and actions for damages by way of past, present and future use or infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (h) All licenses or other rights to use any of the foregoing and all license fees and royalties arising from such use, all to the extent permitted by such licenses or rights;
- (i) All amendments, renewals, extensions, continuations or divisions of any of the foregoing;
- (j) All cash, money, accounts, accounts receivable, contracts, chattel paper, payment intangibles, securities (including shares or any equity interest in any subsidiaries of Debtor), promissory notes, mortgages, documents, instruments, investment property, letter-of-credit rights, and letters of credit; and
- (k) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The foregoing notwithstanding, the term "Collateral" shall not include any property, rights or licenses to the extent the granting of a security interest therein would be contrary to applicable law.