



To the Honorable Commissioner of Patent

102913674

ed original documents or copy thereof.  
ess of receiving party(ies):.

1. Name of conveying party(ies):

TouchTunes Music Corporation

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

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Execution Date: December 20, 2004

Name:

National Bank of Canada

Internal Address:

Street Address:

600 de la Gauchetiere Street W.  
Ground Floor

City: Montreal State Canada ZIP H3B 4L2

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

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

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

A. Trademark Application No(s)

1. 75/638,925 (2/11/99)

12/30/2004 6TOM11 00000024 75638925

OP FC:0521  
OP FC:0522

40.00 OP  
75.00 OP

Additional numbers attached?  Yes  No

B. Trademark Registration No.(s)

- 1. 2,239,433 (4/13/99)
- 2. 2,350,643 (5/16/00)
- 3. 2,753,360 (8/19/03)

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

Name: Judy Radoccia

Internal Address: Edwards & Angell, LLP

Street Address: 101 Federal Street

City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved

4

7. Total fee (37 CFR 3.41)..... \$115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature:

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

Judy Radoccia  
Name of Person Signing

*Judy Radoccia*  
Signature

December 29, 2004  
Date

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

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

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12-30-04

SECURITY AGREEMENT (TRADEMARKS)

WHEREAS, TOUCHTUNES MUSIC CORPORATION, a Nevada corporation, with a principal place of business at 1800 East Sahara, Suite 107, Las Vegas, Nevada 89104 (the "Company") and NATIONAL BANK OF CANADA, with a place of business at 600 de la Gauchetière Street West, Ground Floor, Montreal, Canada H3B 4L2 (the "Bank") have entered into a Movable Hypothec dated as of December 20, 2004 and a Security Agreement dated as of December 20, 2004 (collectively, the "Security Agreements"); and

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

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

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

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

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



further assignment or other instrument, so executed, delivered and recorded by the Bank (or the Bank's designee in accordance with the terms hereof) and on the statements made therein.

IN WITNESS WHEREOF, the Company has duly executed and delivered this Security Agreement (Trademarks) as of the date first set forth above.

TOUCHTUNES MUSIC CORPORATION

By: 

Name: MATTHEW CARSON  
Title: VP FINANCE + CFO

NATIONAL BANK OF CANADA

By: 

Name: ERIC SP-LOUIS  
Title: SENIOR ACCOUNT MANAGER

**SCHEDULE A**

**TRADEMARK APPLICATIONS AND REGISTRATIONS**

<b>Trademark</b>	<b>Trademark Application N°</b>	<b>Filing Date</b>	<b>Country</b>	<b>Registration N°</b>	<b>Date of Registration</b>	<b>Procedure Status</b>	<b>Expiration Date</b>
TouchTunes Digital Jukebox (Word)	75/239,466	02/10/97	U.S.A.	2,239,433	04/13/99	Registered	04/13/09
TouchTunes Digital Jukebox (Design)	75/428,481	02/04/98	U.S.A.	2,350,643	05/16/00	Registered	05/16/10
TouchTunes (Word)	75/638,925	02/11/99	U.S.A.			Examination	
TouchTunes Music Corporation (Word)	75/639,196	02/09/99	U.S.A.	2,753,360	08/19/03	Registered	08/12/13

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

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

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

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

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