

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 Gauchetiere Street West, Ground Floor, Montreal, Canada H3B 4L2 (the "Bank") have entered into a Movable Hypothec dated as of June 16, 2005 and an Amended and Restated Security Agreement dated as of June 16, 2005 (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 June 16, 2005.

TOUCHTUNES MUSIC CORPORATION

By: _____

Name: Matthew Carson

Title: Vice-President Finance and
Chief Financial Officer

NATIONAL BANK OF CANADA

By: _____

Name: Éric St-Louis

Title: Commercial Banking Manager
Technology Group

STATE OF _____)

) ss.

COUNTY OF _____)

Then personally appeared before me the above-named Matthew Carson, the Vice-President Finance and Chief Financial Officer of TouchTunes Music Corporation, and stated that he/she executed the foregoing instrument under the authority of said corporation's Board of Directors and acknowledged the foregoing instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 16th day of June, 2005.

Suzanne A. K. Notary

Notary Public

My commission expires: _____

TRADEMARK

REEL: 003184 FRAME: 0815

Schedule A

MARKS WITH UNITED STATES FEDERAL REGISTRATION

Trademark	Trademark Application N°	Filing Date	Country	Registration N°	Date of Registration	Procedure Status	Expiration Date
Tune Central	76/450,572	12/09/02	U.S.A	2,903,715	04/11/03	Registered	04/11/13
Esast	78/016,497	7/12/02	U.S.A.	2,659,612	01/21/03		

