

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Touchtunes Music Corporation		10/24/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	National Bank of Canada		
Street Address:	600 de la Gauchetiere Street West		
Internal Address:	Ground Floor		
City:	Montreal		
State/Country:	CANADA		
Postal Code:	H3B 4L2		
Entity Type:	National Bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	76682805	CONNEC-TT	
Serial Number:	77300952	TOUCHTUNES GAMES STUDIO	
Serial Number:	77311400	TOUCHTUNES PLAYPORTT	
CORRESPONDENCE DATA			
Fax Number:	(617)227-4420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-239-0310		
Email:	jdavis@eapdlaw.com		
Correspondent Name:	Jessica Davis		
Address Line 1:	111 Huntington Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02199		
ATTORNEY DOCKET NUMBER:	33549.0008		
DOMESTIC REPRESENTATIVE			

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Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Jessica Davis

Signature:

/Jessica Davis/

Date:

11/01/2007

Total Attachments: 3

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SECURITY AGREEMENT (TRADEMARKS)

WHEREAS, TOUCHTUNES MUSIC CORPORATION, a Delaware corporation, with a registered office at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware, 19801 in the County of New Castle, State of Delaware, United States of America, and a principal place of business at 3 Place du Commerce, 4th Floor, Ile-des-Soeurs, in the City of Montreal, Province of Quebec, Canada (H3E 1H7) (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 October 24, 2007 and a Fourth Amended and Restated Security Agreement dated as of October 24, 2007 (collectively, the "Security Agreements"); and

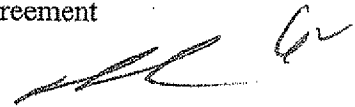
WHEREAS, the Company is the owner and user of the trademarks listed on Schedule A hereto and identified in said Security Agreements (the "Trademarks"); and

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 October 24, 2007.

TOUCHTUNES MUSIC CORPORATION

By: 

Name: Germain Lecours

Title: Secretary and Treasurer

NATIONAL BANK OF CANADA

By: 

Name: Eric St-Louis

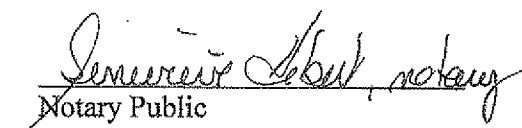
Title: Manager, Commercial Banking Technology Group

PROVINCE OF QUEBEC, CANADA
CITY OF MONTREAL

Then personally appeared before me the above-named Germain Lecours, the Secretary and Treasurer of TouchTunes Music Corporation, and stated that he 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 _____ (24th) day of October, 2007.




Notary Public

My commission expires:

Schedule A

MARKS WITH UNITED STATES FEDERAL REGISTRATION/PENDING APPLICATIONS

<u>Trademark</u>	<u>Trademark Application N^o</u>	<u>Filing Date</u>	<u>Country</u>	<u>Registration N^o</u>	<u>Date of Registration</u>	<u>Procedure Status</u>	<u>Expiration Date</u>
CONNEC-TT	76/682,805	10/9/07	U.S.A.			Pending	
TOUCHTUNES GAME STUDIO	77/300,952	10/10/07	U.S.A.			Pending	
PlayporTT	77/311400	10/23/07	U.S.A.			Pending	

