

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TouchTunes Music Corporation		12/10/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent
Street Address:	6011 Connection Drive
City:	IRVING
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2239433	TOUCHTUNES DIGITAL JUKEBOX
Registration Number:	2350643	TOUCHTUNES
Registration Number:	2611127	TOUCHTUNES
Registration Number:	2753360	TOUCHTUNES MUSIC CORPORATION
Registration Number:	2903715	TUNE CENTRAL
Registration Number:	3332546	MYTOUCHTUNES
Serial Number:	78826121	GET JUKED
Serial Number:	78826113	AMERICA'S JUKEBOX
Serial Number:	78877602	MYTUNES. MYWAY.
Serial Number:	78875726	MAESTRO
Serial Number:	76657856	OVATION
Serial Number:	76656516	ALLEGRO
Serial Number:	78877651	
Serial Number:	76682805	CONNEC-TT

OP \$515.00 2239433

Serial Number:	77300952	TOUCHTUNES GAMES STUDIO
Serial Number:	77325548	DIGITAL FOCUS GROUP
Serial Number:	77325527	DIGITAL CUSTOMER TOUCHPOINT
Serial Number:	77311400	TOUCHTUNES PLAYPORTT
Serial Number:	76683998	MYSPTS
Serial Number:	78877630	TOUCHTUNES

CORRESPONDENCE DATA

Fax Number: (404)888-4190
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-888-4284
Email: tramstrom@hunton.com
Correspondent Name: Todd Ramstrom
Address Line 1: 600 Peachtree Street, NE Ste. 4100
Address Line 2: Hunton & Williams
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Heath J. Vicente, Esq.
Signature:	/Heath J. Vicente, Esq./
Date:	12/11/2007

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made and entered into as of December 10, 2007, by TOUCHTUNES MUSIC CORPORATION, a Delaware corporation (“**Grantor**”), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P. (“**GSSLG**”), as Collateral Agent (“**Collateral Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof, by and among Grantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and GSSLG as Administrative Agent, Collateral Agent, Syndication Agent and Lead Arranger (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), Lenders have agreed to make the Loans to Borrowers;

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of the Secured Parties, the Pledge and Security Agreement (the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement.

2. **Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and other Credit Documents, Grantor hereby grants to Agent, on behalf of itself and the Secured Parties, a continuing Lien and First Priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”): (a) all of its Trademarks and Trademark Licenses to which it is a party including, without limitation, those referred to on Schedule 1 hereto; (b) all reissues, continuations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark and each such Trademark License; and (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future: (i) infringement or dilution of any such Trademark or Trademark licensed under any such Trademark License, and (ii) injury to the goodwill associated with any such Trademark or any Trademark licensed under any such Trademark License.

3. **Pledge and Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on

behalf of itself and the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **Authorization to Supplement.** Grantor hereby authorizes Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any future United States registered trademarks or applications thereof of Grantor, which become Trademarks or Trademark Licenses under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

6. **Governing Law.** This Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the state of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligations Law).

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

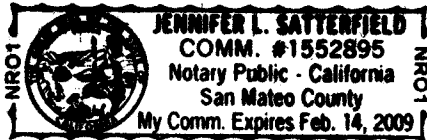
TOUCHTUNES MUSIC CORPORATION,
as Grantor

By: Art R. Martin
Name: Art Martin
Title: President and Chief Executive Officer

ACKNOWLEDGMENT OF GRANTOR

STATE OF California)
COUNTY OF San Mateo) ss.

On this 16 day of December, 2007, before me personally appeared Art R. Martin, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of TouchTunes Music Corporation, and who being duly sworn by me did depose and say that (i) he is an authorized officer of TouchTunes Music Corporation, (ii) such instrument was signed on behalf of TouchTunes Music Corporation as duly authorized by TouchTunes Music Corporation, and (iii) he ~~or she~~ acknowledged such instrument to be the free act and deed of TouchTunes Music Corporation.

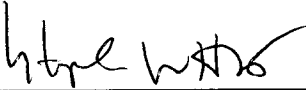


Jennifer L. Satterfield
Notary Public
[Notarial Seal]

[Signatures Continue on the Following Page]

ACCEPTED AND ACKNOWLEDGED BY:

**GOLDMAN SACHS SPECIALTY
LENDING GROUP, L.P.**, as Collateral Agent

By: 
Name: Stephen W. Hipp
Title: Authorized Signatory

Trademark Security Agreement (TTMC)

**TRADEMARK
REEL: 003676 FRAME: 0215**

Schedule 1
to
Trademark Security Agreement

TRADEMARK APPLICATIONS/REGISTRATIONS

TouchTunes Music Corporation

Trademark Registrations

Trademark	Registration No.	Date of Registration
TouchTunes Digital Jukebox (Word)	2,239,433	04/13/99
TouchTunes (Design)	2,350,643	05/16/00
TouchTunes (Word)	2,611,127	08/27/02
TouchTunes Music Corporation (Word)	2,753,360	08/19/03
Tune Central	2,903,715	11/16/04
MyTouchTunes (Word)	3,332,546	11/06/07

Trademark Applications

Trademark	Application No.	Filing Date
Get Juked (Word)	78/826,121	03/01/06
America's Jukebox (Word)	78/826,113	03/01/06
MyTunes. MyWay. (Word)	78/877,602	05/05/06
Maestro (Word)	78/875,726	05/03/06
Ovation (Word)	76/657,856	04/04/06
Allegro (Word)	76/656,516	03/10/06
Cleft Sign (Design)	78/877,651	05/05/06
Connec-tt	76/682,805	10/09/07
TouchTunes Game Studio	77/300,952	10/10/07
Digital Focus Group	77/325,548	11/09/07
Digital Customer TouchPoint	77/325,527	11/09/07
TouchTunes Playportt	77/311,400	10/23/07
MYSPTS	76/683,998	11/13/07
TouchTunes	78/877,630	05/05/06

Trademark Licenses

None.