

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		12/11/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Collateral Agent
Street Address:	6011 Connection Drive
Internal Address:	Attn: TouchTunes Account Manager
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3479741	BARFLY INTERACTIVE NETWORKS
Registration Number:	3532184	
Serial Number:	77429320	ALLEGRO MX-1
Serial Number:	77481010	JCB
Serial Number:	77335563	BARFLY
Serial Number:	77593042	PLAYPORTT

CORRESPONDENCE DATA

Fax Number: (404)888-4190
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (404) 888-4000
 Email: rcherry@hunton.com
 Correspondent Name: Rose Cherry, Senior Paralegal
 Address Line 1: Hunton & Williams LLP
 Address Line 2: 600 Peachtree Street, NE, Suite 4100

CH \$165.00 3479741

Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER: GS/TOUCHTUNES-65740.21-RC

NAME OF SUBMITTER: Heath J. Vicente, Esq.

Signature: /s/ Heath J. Vicente, Esq.

Date: 12/16/2008

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made and entered into as of December 11, 2008, 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 December 10, 2007, 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 agreed to make certain Loans to Borrowers;

WHEREAS, as a condition to Lenders making the Loans as provided for in the Credit Agreement, Grantor executed and delivered to Collateral Agent, for itself and the ratable benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of December 10, 2007 (as amended, supplemented or otherwise modified from time to time, 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 Collateral 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 I 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.

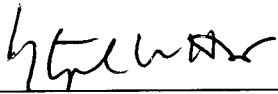
TOUCHTUNES MUSIC CORPORATION,
as Grantor

By: 
Name: Philip Livingston
Title: Secretary and Treasurer

[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**

Schedule I
to
Trademark Security Agreement

TRADEMARK REGISTRATIONS/APPLICATIONS/LICENSES

TouchTunes Music Corporation

Trademark Registrations

Name	Registration Number	Registration Date
BARFLY INTERACTIVE NETWORKS	3,479,741	08/05/08
	3,532,184	11/11/08

Trademark Applications

Name	Serial Number	Filing Date
ALLEGRO MX-1	77/429,320	03/24/08
JCB	77/481,010	05/22/08
BARFLY	77/335,563	11/21/07
PLAYPORTT	77/593,042	10/15/08

Trademark Licenses

None.