TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346397

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TouchTunes Media Corporation		06/30/2015	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	TouchTunes Music Corporation
Street Address:	850 Third Avenue
Internal Address:	Suite 15C
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3933995	BARFLYTV

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: vmann@paulweiss.com, dewilliams@paulweiss.com
Correspondent Name: Virginia F. Mann
Address Line 1: 1285 Avenue of the Americas
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	21188-001
NAME OF SUBMITTER:	Virginia F. Mann
SIGNATURE:	/Virginia F. Mann/
DATE SIGNED:	06/30/2015

Total Attachments: 3
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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Trademark Assignment Agreement"), effective as of June 30, 2015, is by and between TouchTunes Music Corporation, a Delaware corporation (the "Assignee"), and TouchTunes Media Corporation, a Texas corporation (the "Assignor").

WHEREAS, the Assignee and Assignor are Subsidiaries of TouchTunes Interactive Networks, Inc.; and

WHEREAS, the Assignor wishes to sell, assign, transfer and deliver to the Assignee, and the Assignee wishes to purchase and acquire from the Assignor, all of the Assignor's right, title and interest in, to and under the trademark listed in Schedule 1 hereto, together with all goodwill associated therewith, and all applications, registrations and renewals in connection therewith (the "Trademark");

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Trademark Assignment Agreement hereby agree as follows:

Section 1. Assignment and Assumption. The Assignor hereby sells, conveys, assigns, transfers and delivers to the Assignee all of the Assignor's right, title and interest in and to the Trademark, together with any and all goodwill associated therewith.

Section 2. Recordation. This Trademark Assignment Agreement has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the appropriate government entity.

Section 3. Governing Law. This Trademark Assignment Agreement and any claim or controversy hereunder shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflict of laws thereof.

Section 4. Counterparts. This Trademark Assignment Agreement may be signed in counterparts (including via facsimile or pdf) with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Trademark Assignment Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Trademark Assignment Agreement as of the date first above written.

TOUCHTUNES MUSIC CORPORATION

By: _____
Name: Patrick Carman
Title: CFO

TOUCHTUNES MEDIA CORPORATION

By: _____
Name: Patrick C Barry
Title: CFO

[Signature Page To Trademark Assignment Agreement]

Schedule 1

U.S. Trademark Registrations

Mark	App. No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes
BARFLY TV BARFLYTV	85024106 / April 27, 2010	3933995 / March 22, 2011	35