

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356149

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TouchTunes Music Corporation		05/31/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Citizens Bank, National Association, as Collateral Agent
Street Address:	28 State Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	3990226	ALLEGRO
Registration Number:	3658975	ALLEGRO MX-1
Registration Number:	3688020	BARFLY
Registration Number:	3933995	BARFLYTV
Registration Number:	3860768	MAESTRO
Registration Number:	3532184	
Registration Number:	3506600	
Registration Number:	3332546	MYTOUCHTUNES
Registration Number:	3674606	MYTUNES. MYWAY.
Registration Number:	3534436	OVATION
Registration Number:	4701370	PLAYDIUM
Registration Number:	4099607	PLAYPORTT
Registration Number:	4176098	PLAYPORTT
Serial Number:	86023829	TANJARINE
Registration Number:	2611127	TOUCHTUNES
Registration Number:	4708795	TOUCHTUNES
Registration Number:	3367040	TOUCHTUNES
Registration Number:	2239433	TOUCHTUNES DIGITAL JUKEBOX
Registration Number:	4091584	TOUCHTUNES GAMES STUDIO

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4007867	TOUCHTUNES INTERACTIVE NETWORKS
Registration Number:	2753360	TOUCHTUNES MUSIC CORPORATION
Registration Number:	4053490	TOUCHTUNES MUSIC CORPORATION
Registration Number:	4074682	TOUCHTUNES PLAYPORTT
Registration Number:	4012723	TOUCHTUNES TV
Registration Number:	2903715	TUNE CENTRAL
Registration Number:	4498276	VIRTUO
Registration Number:	3479741	BARFLY INTERACTIVE NETWORKS

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: michael.barys@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindal LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Michael Barys/
DATE SIGNED:	09/24/2015

Total Attachments: 8

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”) dated as of May 31, 2015, is made by the Person listed on the signature pages hereof (the “Grantor”) in favor of Citizens Bank, National Association, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Security Agreement referred to below).

Whereas, the Grantor has entered into that certain Security Agreement dated as of May 31, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

Whereas, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, the Trademark Collateral (as defined below), and has agreed to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Terms. Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement. For purposes of this Trademark Security Agreement, the term “Trademark Collateral” shall mean all of the following now owned or hereafter acquired by the Grantor: (a) the Trademark registrations and applications set forth on Schedule A attached hereto, together with the goodwill of the business connected with the use thereof and symbolized thereby or associated therewith, and (b) all: (i) extensions and renewals thereof, (ii) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims and payments for past, present or future infringements or dilutions thereof, and (iii) all rights to sue for past, present and future infringements or dilutions thereof.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all of the Grantor’s right, title and interest in, to and under the Trademark Collateral; provided that, in no event shall any security interest be granted in any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such application or any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein).

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST), BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

SECTION 7. Termination. This Trademark Security Agreement is made to secure the payment of the Secured Obligations. This Trademark Security Agreement and the security interest granted hereby shall terminate with respect to all of the Grantor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of the Grantor's Secured Obligations thereunder or as otherwise provided in the Security Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Grantor as the Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Trademark Security Agreement. Additionally, upon such payment (and when otherwise contemplated by the Security Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Trademark Security Agreement and any security interest in, to or under the Trademark Collateral.

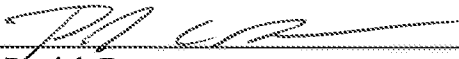
SECTION 8. Intercreditor Agreements. Notwithstanding anything herein to the contrary, the Liens granted to the Collateral Agent under this Trademark Security Agreement and the exercise of the rights and remedies of the Collateral Agent hereunder and under any other Collateral Document are subject to the provisions of the Intercreditor Agreement, any Permitted Senior Intercreditor Agreement in effect, any Permitted Pari Passu Intercreditor Agreement in

effect and any Permitted Junior Lien Intercreditor Agreement in effect. Notwithstanding anything to the contrary herein, the Collateral Agent acknowledges and agrees that no Grantor shall be required to take or refrain from taking any action at the request of the Collateral Agent with respect to the Collateral if such action or inaction would be inconsistent with the terms of the Intercreditor Agreement, any Permitted Senior Intercreditor Agreement then in effect, any Permitted Pari Passu Intercreditor Agreement then in effect and any Permitted Junior Lien Intercreditor Agreement then in effect. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has executed this Trademark Security Agreement as of the date first above written.

TOUCHTUNES MUSIC CORPORATION

By: 
Name: Patrick Barry
Title: Chief Financial Officer

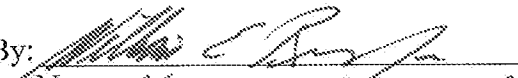
Acknowledged and Agreed:

CITIZENS BANK, NATIONAL ASSOCIATION, as Collateral Agent

By: _____
Name:
Title:

Acknowledged and Agreed:

CITIZENS BANK, NATIONAL ASSOCIATION, as Collateral Agent

By: 
Name: William E. Rutledge
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005629 FRAME: 0689

SCHEDULE A**Trademarks Owned by TouchTunes Music Corporation***U.S. Trademark Registrations and Applications*

<u>Title</u>	<u>Status</u>	<u>Filing Date</u>	<u>Registration No.</u>
ALLEGRO	Registered	10 Mar 2006	3,990,226
ALLEGRO MX-1	Registered	24 Mar 2008	3,658,975
BARFLY	Registered	21 Nov 2007	3,688,020
BARFLY TV & Design	Registered	27 Apr 2010	3,933,995
MAESTRO	Registered	3 May 2006	3,860,768
MISCELLANEOUS (Design of Fly)	Registered	21 Nov 2007	3,532,184
MISCELLANEOUS DESIGN (CLEFT SIGN)	Registered	5 May 2006	3,506,600
MYTOUCHTUNES	Registered	2 May 2006	3,332,546
MYTUNES. MYWAY.	Registered	5 May 2006	3,674,606
OVATION	Registered	4 Apr 2006	3,534,436
PLAYDIUM	Registered	17 Apr 2014	4,701,370
PLAYPORTT	Registered	15 Oct 2008	4,099,607
PLAYPORTT	Registered	15 Oct 2008	4,176,098
TANJARINE	Pending - ITU	30 Jul 2013	App. No. 86/023829
TOUCHTUNES	Registered	11 Feb 1999	2,611,127
TOUCHTUNES	Registered	22 Apr 2013	4,708,795
TOUCHTUNES (Stylized)	Registered	5 May 2006	3,367,040
TOUCHTUNES DIGITAL JUKEBOX	Registered	10 Feb 1997	2,239,433
TOUCHTUNES GAMES STUDIO	Registered	10 Oct 2007	4,091,584

<u>Title</u>	<u>Status</u>	<u>Filing Date</u>	<u>Registration No.</u>
TOUCHTUNES INTERACTIVE NETWORKS & Design	Registered	8 Jun 2010	4,007,867
TOUCHTUNES MUSIC CORPORATION	Registered	9 Feb 1999	2,753,360
TOUCHTUNES MUSIC CORPORATION	Registered	19 Aug 2009	4,053,490
TOUCHTUNES PLAYPORTT	Registered	23 Oct 2007	4,074,682
TOUCHTUNES TV & Design	Registered	1 Dec 2010	4,012,723
TUNE CENTRAL	Registered	12 Sep 2002	2,903,715
VIRTUO	Registered	14 Mar 2011	4,498,276
SOUNDJACK	Pending	09 Jan 2014	App. No. 79/150614
BARFLY INTERACTIVE NETWORKS	Registered	21 Nov 2007	3,479,741