

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565675

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TouchTunes Music Corporation		02/28/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A., as Collateral Agent		
Street Address:	28 Cabot Road		
City:	Medford		
State/Country:	MASSACHUSETTS		
Postal Code:	02155		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5581392	ANGELINA	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<i>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.</i>			
Phone:	216-586-7129		
Email:	clkiedrowski@jonesday.com		
Correspondent Name:	Carrie L. Kiedrowski, Jones Day		
Address Line 1:	901 Lakeside Avenue		
Address Line 4:	Cleveland, OHIO 44114-1190		
NAME OF SUBMITTER:	Carrie L. Kiedrowski		
SIGNATURE:	/Carrie L. Kiedrowski/		
DATE SIGNED:	03/06/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement") dated as of February 28, 2020, is made by the Person listed on the signature pages hereof (the "Grantor") in favor of Citizens Bank, N.A., 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.

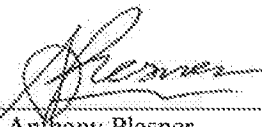
SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND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

[Remainder of this page intentionally left blank]

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

TOUCHTUNES MUSIC CORPORATION

By: 
Name: Anthony Plesner
Title: Chief Financial Officer, Assistant
Secretary and Treasurer

[Signature Page to Supplemental Trademark Security Agreement]

Acknowledged and Agreed:

CITIZENS BANK, N.A.,
as Collateral Agent

By:  _____

Name: Charles T. Bender

Title: Vice President

SCHEDULE A

Trademarks Owned by TouchTunes Music Corporation

U.S. Trademark Registrations and Applications

Mark	Jurisdiction	Owner	Serial No.	Filing Date	Registration No.	Registration Date
ANGELINA	United States	TouchTunes Music Corporation	87231412	11/9/2016	5581392	10/9/2018