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U.S. DEPARTMENT OF COMMERCE
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To the Honorable Commissioner of Patents

103147536

... attached original documents or copy thereof.

12-29-05

1. Name of conveying party(ies):

TouchTunes Music Corporation

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: National Bank of Canada

Internal Address:

Street Address: 600 de la Gauchetiere Street West

City: Montreal State: Canada ZIP: H3B 4L2

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: December 20, 2005

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

- 1. 11/185,974 (7/21/05)
- 2. 11/222,036 (9/9/05)
- 3. 08/817,689 (6/13/97)

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Judy Radoccia

Internal Address: Edwards Angell Palmer & Dodge LLP

Street Address: 101 Federal Street

City: Boston State: MA ZIP: 02110

6. Total number of applications and patents involved:

3

7. Total fee (37 CFR 3.41).....\$ 120.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Judy Radoccia

Name of Person Signing

Signature

December 28, 2005

Date

12/30/2005 DBYRNE 00000009 11183974

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20221

01 FC:8021

SECURITY AGREEMENT (PATENTS)

WHEREAS, TOUCHTUNES MUSIC CORPORATION, a Nevada corporation, with a principal place of business at 1800 East Sahara, Suite 107, Las Vegas, Nevada 89104 (the "Company") and NATIONAL BANK OF CANADA, with a place of business at 600 de la Gauchetiere Street West, Ground Floor, Montreal, Canada H3B 4L2 (the "Bank") have entered into a Movable Hypothec dated as of December 20, 2005 and a Second Amended and Restated Security Agreement dated as of December 20, 2005 (collectively, the "Security Agreements"); and

WHEREAS, the Company is the owner of the registered United States Patents ("U.S. Patents") and United States Patent Applications ("U.S. Applications") listed on Schedule A hereto; and

WHEREAS, among the security interests granted by the Company to the Bank pursuant to the Security Agreements is a security interest in the U.S. Patents and U.S. Applications listed on Schedule A hereto and in any registered patents which may hereafter issue in respect of such U.S. Applications; and

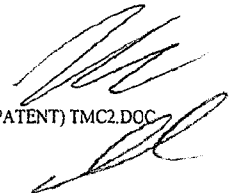
WHEREAS, the parties to the Security Agreements contemplate and intend that, if an Event of Default (as defined therein) shall occur and be continuing, the Bank shall have all rights of a foreclosing secured party in and to the U.S. Patents and U.S. Applications and any registered patents which may hereafter issue in respect of such U.S. Applications and any proceeds thereof, including, without limitation, the right, following such foreclosure, to transfer to a purchaser all of the Company's right, title and interest in and to the U.S. Patents and U.S. Applications and any registered patents which may hereafter issue in respect of such U.S. Applications;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties (i) reconfirm the terms of the Security Agreements, each as if set forth fully herein, (ii) reconfirm the terms of any Security Agreement (Patents) by and between the Company and the Bank recorded prior to the date hereof by the Commissioner of Patents and Trademarks with respect to the Company's registered United States Patents and United States Patent Applications, and (iii) acknowledge that the Bank has a security interest in the U.S. Patents and U.S. Applications listed on Schedule A hereto and in any registered patents which may hereafter issue in respect of such U.S. Applications; as security for the Obligations (as defined in the Security Agreements) the Company hereby collaterally assigns to the Bank, and grants a security interest to the Bank in and to, all of the Company's right, title and interest in and to said U.S. Patents and U.S. Applications and any registered patents which may hereafter issue in respect of such U.S. Applications; the Company agrees that it will not sell or assign any of the U.S. Patents, any of the U.S. Applications or any registered patents which may hereafter issue in respect of such U.S. Applications without the prior written consent of the Bank; and the Company and the Bank request that the Commissioner of Patents and Trademarks record this document with respect to the U.S. Patents and U.S. Applications.



The Company hereby appoints the Bank as the Company's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence of any Event of Default (as defined in the Security Agreements), to execute and deliver, in the name and on behalf of the Company, and to cause the recording of all such further assignments and other instruments as the Bank may reasonably deem necessary or desirable in order to carry out the intent of the Security Agreements and this Security Agreement (Patents). The Company agrees that all third parties may conclusively rely on any such further assignment or other instrument, so executed, delivered and recorded by the Bank (or the Bank's designee in accordance with the terms hereof) and on the statements made therein.

*****The next page is the signature page*****

A handwritten signature in black ink, appearing to be a stylized name, located in the bottom right corner of the page.

SCHEDULE A

TO

SECURITY AGREEMENT (PATENTS)

Inventions	Patent Application Serial N°	Filing Date	Country	Publication Date	Publication N°	Deliverance N°	Procedure Status
Digital downloading jukebox system with central and local music servers	11/185,974	7/21/05	U.S.A.				Filed
Digital downloading jukebox system with User-Tailored Music Management, Communications And Other Tools	11/222,036	09/09/05	U.S.A.				Filed
Intelligent Digital Audio-Visual Play-back System	08/817,689	06/13/97	U.S.A.				Examination

