

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
TOUCHTUNES GAME STUDIO, LLC	09/10/2008
RECEIVING PARTY DATA	
Name:	GOLDMAN SACHS SPECIALTY LENDING, L.P., as Collateral Agent
Street Address:	6011 Connection Drive
Internal Address:	Attn: TouchTunes Account Manager
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11902790
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 2:	600 Peachtree Street, NE, Suite 4100
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ATTORNEY DOCKET NUMBER:	GS/TOUCHTUNES-65740.21-RC
NAME OF SUBMITTER:	Heath J. Vicente, Esq.

CH \$40.00 11902790

Total Attachments: 5
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "**Agreement**") is made and entered into as of September 10, 2008, by **TOUCHTUNES GAME STUDIO, LLC**, an Illinois limited liability company ("**Grantor**"), in favor of **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.** ("**GSSLG**"), as Collateral Agent ("**Collateral Agent**").

W I T N E S S E T H:

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 have agreed to make the Loans to Borrowers; and

WHEREAS, pursuant to the Pledge and Security Agreement (the "**Security Agreement**"), Grantor is required to execute and deliver 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 Patent 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 "**Patent Collateral**"): (a) all of its Patents and Patent Licenses (each as defined in the Pledge and Security Agreement) to which it is a party, including, without limitation, those referred to on Schedule I hereto; (b) all reissues, continuations, divisions, modifications, substitutions or extensions of the foregoing; and (c) all products, revenues and other proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or breach of any Patent or Patent licensed under any Patent 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 Patent 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 patents or applications thereof of Grantor, which become Patents or Patent 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.

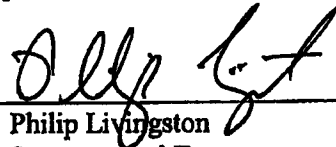
5. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

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]

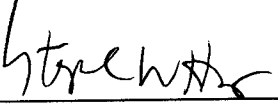
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

**TOUCHTUNES GAME STUDIO, LLC, as
Grantor**

By: 
Name: Philip Livingston
Title: Secretary and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

**GOLDMAN SACHS SPECIALTY
LENDING GROUP, L.P.**, as Collateral Agent

By:  _____

Name: **Stephen W. Hipp**
Title: **Senior Vice President**

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENT APPLICATIONS AND PATENTS

TouchTunes Game Studio, LLC

Patent Registrations

None.

Patent Applications

Inventions	Patent Application N°	Filing Date
Coin Operated Entertainment System	11/902,790	9/25/2007

Patent Licenses

None.