

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
TOUCHTUNES MUSIC CORPORATION	12/11/2008

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS SPECIALTY LENDING GROUP, 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: 10

Property Type	Number
Application Number:	11907880
Application Number:	11979179
Application Number:	61006382
Application Number:	12071003
Application Number:	29300065
Application Number:	12076761
Application Number:	12078989
Application Number:	61129637
Application Number:	60971055
Application Number:	12222785

CORRESPONDENCE DATA

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PATENT

500732168

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ATTORNEY DOCKET NUMBER:

GS/TOUCHTUNES-65740.21-RC

NAME OF SUBMITTER:

Heath J. Vicente, Esq.

**Total Attachments: 6**

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## **PATENT SECURITY AGREEMENT**

This PATENT SECURITY AGREEMENT (this "**Agreement**") is made and entered into as of December 11, 2008, by **TOUCHTUNES MUSIC CORPORATION**, a Delaware corporation ("**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 agreed to make certain Loans to Borrowers;

WHEREAS, as a condition to Lenders making the Loans as provided for in the Credit Agreement, Grantor executed and delivered to Collateral Agent, for itself and the ratable benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of December 10, 2007 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent 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 MUSIC CORPORATION,  
as Grantor

By: 

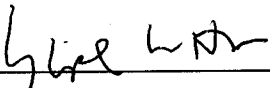
Name: Philip Livingston

Title: Secretary and Treasurer

[Signatures Continue on the Following Page]

ACCEPTED AND ACKNOWLEDGED BY:

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

By:   
Name: \_\_\_\_\_  
Title: Stephen W. Hipp  
Senior Vice President

SCHEDULE I  
to  
PATENT SECURITY AGREEMENT

**TouchTunes Music Corporation**

Registered Patents

None.

Patent Applications

<b>Inventions</b>	<b>Patent Application Serial N°</b>	<b>Filing Date</b>
Remote Control Unit for Intelligent Digital Audiovisual Reproduction Systems	11/907,880	10/18/07
Home Digital Audiovisual Information Recording and Playback System	11/979,179	10/31/07
Systems and/or Methods for Distributing Advertisements from a Central Advertisement Network to a Peripheral Device via a Local Advertisement Server	61/006,382	01/10/08
Method for the Distribution of Audio-Visual Information and a System for the Distribution of Audio-Visual Information	12/071,003	02/14/08
Jukebox and Portions Thereof	29/300,065	02/15/08
Jukebox with Associated Video Server	12/076,761	03/21/08
Digital Downloading Jukebox System with Central and Local Music Servers	12/078,989	04/09/08
Digital Downloading Jukebox with Revenue Enhancing Features	61/129,637	07/09/08

<b>Inventions</b>	<b>Patent Application Serial N°</b>	<b>Filing Date</b>
Premium Interactive Short Message Service (Sms) Revenue Sharing as a Means To Legally Allow Beer and Liquor Manufacturers and There Agents To Advertise On Digital Signage Systems Installed at Locations that are Licensed To Serve Beer, Wine and Alcohol	60/971,055	09/10/07
Digital Signage and Gaming Services To Comply with Federal and State Alcohol and Beverage Laws and Regulations	12/222,785	08/15/08

Patent Licenses

None.