

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4412204

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
TOUCHTUNES MUSIC CORPORATION	05/12/2017

RECEIVING PARTY DATA

Name:	CITIZENS BANK, N.A., AS COLLATERAL AGENT (SECOND LIEN)
Street Address:	28 STATE STREET
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02109

PROPERTY NUMBERS Total: 23

Property Type	Number
Patent Number:	9608583
Patent Number:	9451203
Application Number:	15241307
Patent Number:	9536257
Application Number:	15394904
Patent Number:	9539515
Patent Number:	9591340
Patent Number:	9545578
Patent Number:	9521375
Application Number:	15365137
Patent Number:	9436356
Patent Number:	9430797
Patent Number:	9513774
Patent Number:	9330529
Patent Number:	9582825
Patent Number:	8447227
Patent Number:	D734735
Patent Number:	D733088
Patent Number:	D741284
Patent Number:	D765052

PATENT

Property Type	Number
Patent Number:	D762613
Patent Number:	D772838
Patent Number:	D775603

CORRESPONDENCE DATA

Fax Number: (617)449-6999

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.

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Email: elabarge@jonesday.com

Correspondent Name: LINDSEY HEBERT

Address Line 1: 100 HIGH STREET

Address Line 2: JONES DAY

Address Line 4: BOSTON, MASSACHUSETTS 02110-1781

ATTORNEY DOCKET NUMBER: 741887-600012

NAME OF SUBMITTER: LINDSEY HEBERT

SIGNATURE: /Lindsey Hebert/

DATE SIGNED: 05/12/2017

Total Attachments: 6

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SUPPLEMENTAL PATENT SECURITY AGREEMENT (SECOND LIEN)

This SUPPLEMENTAL PATENT SECURITY AGREEMENT (SECOND LIEN) (as amended, amended and restated, supplemented or otherwise modified from time to time, this “Supplemental Patent Security Agreement”) dated as of May 12, 2017, 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 29, 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 Patent Collateral (as defined below), and has entered into that certain Patent Security Agreement dated as of May 29, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Patent Security Agreement”) for recording with the United States Patent and Trademark Office; and

WHEREAS, pursuant to Section 4.02(f) of the Security Agreement, the Grantor is hereby providing this Supplement Patent 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 Supplemental Patent Security Agreement, the term “Patent Collateral” shall mean all of the following now owned or hereafter acquired by the Grantor: (a) the issued Patents and Patent applications set forth on Schedule A attached hereto, and (b) all: (i) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect to any of the foregoing including damages and payments for past, present or future infringements thereof, and (iii) rights to sue for past, present or future infringements 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 Patent Collateral.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Patents record this Supplemental Patent Security Agreement.

SECTION 4. Execution in Counterparts. This Supplemental Patent 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 Supplemental Patent Security Agreement by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Supplemental Patent Security Agreement.

SECTION 5. Security Agreement. This Supplemental Patent 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 Patent 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 Supplemental Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. THIS SUPPLEMENTAL PATENT 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 Supplemental Patent Security Agreement is made to secure the payment of the Secured Obligations. This Supplemental Patent 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 Patent Collateral acquired under this Supplemental Patent 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 Supplemental Patent Security Agreement and any security interest in, to or under the Patent Collateral.

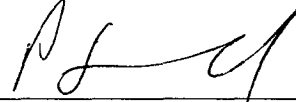
SECTION 8. Intercreditor Agreements. Notwithstanding anything herein to the contrary, the Liens granted to the Collateral Agent under this Supplemental Patent Security Agreement and the exercise of the rights and remedies of the Collateral Agent

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 Supplemental Patent 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 Supplemental Patent Security Agreement (Second Lien) as of the date first above written.

TOUCHTUNES MUSIC CORPORATION

By: 
Name: Pamela Schoenfeld
Title: Secretary

Acknowledge and Agreed:

CITIZENS BANK, N.A., as
Collateral Agent

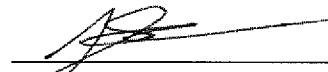
By: _____
Name:
Title:

[Signature Page to Supplemental Patent Security Agreement (Second Lien)]

PATENT
REEL: 042359 FRAME: 0249

Acknowledge and Agreed:

CITIZENS BANK, N.A., as Collateral
Agent

By: 
Name: Joe Sileo
Title: MD

[Signature Page to Supplemental Patent Security Agreement (Second Lien)]

PATENT
REEL: 042359 FRAME: 0250

SCHEDULE A

<u>Title</u>	<u>Filing Date/Registration Date</u>	<u>Application/Registration No.</u>
Process for adjusting the sound volume of a digital sound recording	10/10/14; 03/28/17	US 14/511,267; US 9,608,583
Downloading file reception process	04/29/13; 09/20/16	US 13/872,534; US 9,451,203
Downloading file reception process	08/19/16	US 15/241,307
Device and process for remote management of a network of audiovisual information reproduction systems	08/27/15; 01/03/17	US 14/837,138; US 9,536,257
Device and process for remote management of a network of audiovisual information reproduction systems	12/30/16	US 15/394,904
Communication device and method between an audiovisual information playback system and an electronic game machine	03/18/16; 01/10/17	US 15/074,390; US 9,539,515
Method for the distribution of audio-visual information and a system for the distribution of audio-visual information	10/22/15; 03/07/17	US 14/920,145; US 9,591,340
Jukebox entertainment system having multiple choice games relating to music	04/08/14; 01/17/17	US 14/247,547; US 9,545,578
Digital jukebox device with improved user interfaces, and associated methods	01/26/11; 12/13/16	US 12/929,466; US 9,521,375
Digital jukebox device with improved user interfaces, and associated methods	11/30/16	US 15,365,137
Digital downloading jukebox system with user-tailored music management, communications, and other tools	10/21/15; 09/06/16	US 14/918,819; US 9,436,356
Digital downloading jukebox system with user-tailored music management, communications, and other tools	09/15/15; 08/30/16	US 14/854,426; US 9,430,797
Digital downloading jukebox system with user-tailored music management, communications, and other tools	08/18/15; 12/06/16	US 14/857,864; US 9,513,774
Game terminal configured for interaction with jukebox device systems including same, and/or associated methods	01/17/07; 05/03/16	US 11/624,008; US 9,330,529
Systems, apparatuses, and methods for ordering items from an electronic menu, and servicing thereof	03/24/15; 02/28/17	US 14/666,847; US 9,582,825
Jukebox system	01/14/09; 05/21/13	US 12/735,413; US 8,447,227
Jukebox and portions thereof	12/24/13; 07/21/15	US 29/477,654 D734,735
Jukebox stand	03/24/14; 06/30/15	US 29/486,234 D733,088
Jukebox stand with optional jukebox	03/25/14; 10/20/15	US 29/485,933 D741,284
Jukebox portion	12/08/14; 08/30/16	US 29/511,153; D765,052
Jukebox and portions thereof	05/20/15; 08/02/16	US 29/527,622; D762,613
Jukebox stand	09/14/15; 11/29/16	US 29/539,373; D772,838
Portion of a jukebox	06/24/15; 01/03/17	US 29/531,252; D775,603