

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7863309

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	EMPLOYMENT AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
YU FANG	06/01/2013
ROBERT R. DYKES	04/10/2013
HEIDI GIBSON	11/21/2013
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	TOUCHTUNES MUSIC COMPANY, LLC
<b>Street Address:</b>	850 THIRD AVENUE, SUITE 15C
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	18186590
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(703)816-4100
<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>	
<b>Phone:</b>	7038164062
<b>Email:</b>	ptomail@nixonvan.com
<b>Correspondent Name:</b>	ISHAN P. WEERAKOON
<b>Address Line 1:</b>	901 N. GLEBE ROAD, 11TH FLOOR
<b>Address Line 4:</b>	ARLINGTON, VIRGINIA 22203
<b>ATTORNEY DOCKET NUMBER:</b>	2302-1088
<b>NAME OF SUBMITTER:</b>	ISHAN P. WEERAKOON
<b>SIGNATURE:</b>	/Ishan P. Weerakoon/
<b>DATE SIGNED:</b>	03/23/2023
<b>Total Attachments: 41</b>	
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## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7526762

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	CHANGE OF NAME AND CORPORATION CONVERSION & ORGANIZATION	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
TOUCHTUNES MUSIC CORPORATION		07/31/2022
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	TOUCHTUNES MUSIC COMPANY, LLC	
<b>Street Address:</b>	850 THIRD AVENUE, 15TH FLOOR	
<b>City:</b>	NEW YORK	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	10022	
<b>PROPERTY NUMBERS Total: 31</b>		
<b>Property Type</b>	<b>Number</b>	
Application Number:	14311511	
Application Number:	16444816	
Application Number:	16452088	
Application Number:	16737608	
Application Number:	29760161	
Application Number:	17029619	
Application Number:	17011719	
Application Number:	17023688	
Application Number:	17154752	
Application Number:	17202550	
Application Number:	17225240	
Application Number:	17181071	
Application Number:	17321580	
Application Number:	17359997	
Application Number:	29801756	
Application Number:	17407907	
Application Number:	17398032	
Application Number:	17353851	
Application Number:	17381489	
Application Number:	17506859	

PATENT

Property Type	Number
Application Number:	17402669
Application Number:	17481460
Application Number:	17564323
Application Number:	17574111
Application Number:	17673924
Application Number:	17739269
Application Number:	17729144
Application Number:	17843301
Application Number:	17854601
Application Number:	17866635
Application Number:	17839518

#### CORRESPONDENCE DATA

Fax Number: (703)816-4100

*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.*

Phone: 7038164062

Email: ptomail@nixonvan.com

Correspondent Name: ISHAN P. WEERAKOON

Address Line 1: 901 N. GLEBE ROAD, 11TH FLOOR

Address Line 4: ARLINGTON, VIRGINIA 22203

ATTORNEY DOCKET NUMBER:	2302 PENDING
NAME OF SUBMITTER:	ISHAN P. WEERAKOON
SIGNATURE:	/Ishan P. Weerakoon/
DATE SIGNED:	09/08/2022

#### Total Attachments: 6

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FLORIDA DEPARTMENT OF STATE  
Division of Corporations

July 26, 2022

CORPORATION SERVICE COMPANY

Re: Document Number L22000326832

The Articles of Conversion and Articles of Organization were filed July 25, 2022, effective July 31, 2022, with an organizational date deemed effective October 21, 2006, for TOUCHTUNES MUSIC COMPANY, LLC, the resulting Florida Limited Liability Company.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. If the annual report is not filed by May 1st, a \$400 late fee will be added. **It is your responsibility to remember to file your annual report in a timely manner.**

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Contact the IRS at 1-800-829-4933 for an SS-4 form or go to [www.irs.gov](http://www.irs.gov).

Should you have any further questions concerning this matter, please feel free to call (850) 245-6051, the Registration Filing Section.

Summer Chatham  
Regulatory Specialist II  
Division of Corporations

Letter Number: 622A00016618

Account number: I20000000195

Amount charged: 150.00

[www.sunbiz.org](http://www.sunbiz.org)

Division of Corporations - P.O. BOX 6327 -Tallahassee

**PATENT**  
**REEL: 063153 FRAME: 0696**

## COVER LETTER

**TO:** New Filing Section  
Division of Corporations

**SUBJECT:** TouchTunes Music Company, LLC

(Name of Resulting Florida Limited Company)

The enclosed Articles of Conversion, Articles of Organization, and fees are submitted to convert an "Other Business Entity" into a "Florida Limited Liability Company" in accordance with s. 605.1045, F.S.

Please return all correspondence concerning this matter to:

Jan R. Ezell, Corporate Paralegal

(Contact Person)

Alston & Bird LLP

(Firm/Company)

1201 West Peachtree Street

(Address)

Atlanta, GA 30309-3424

(City, State and Zip Code)

pschoenfeld@touchtunes.com

E-mail Address: (to be used for future annual report notifications)

For further information concerning this matter, please call:

Jan R. Ezell

at (404)

881-7442

(Name of Contact Person)

(Area Code)

(Daytime Telephone Number)

Enclosed is a check for the following amount: (All checks processed by this office must be payable in US dollars and drawn on a bank located in the United States)

☒ \$150.00 Filing Fees  
(\$25 for Conversion  
& \$125 for Articles  
of Organization)

☐ \$155.00 Filing Fees  
and Certificate of  
Status

☐ \$180.00 Filing Fees  
and Certified Copy

☐ \$185.00 Filing Fees,  
Certified Copy, and  
Certificate of Status

**Mailing Address:**

New Filing Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address:**

New Filing Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

INHS11 (7/17)

**PATENT**  
**REEL: 063153 FRAME: 0697**

22 JUL 25 PM 6:26

Articles of Conversion  
For  
"Other Business Entity"  
Into  
Florida Limited Liability Company

The Articles of Conversion and attached Articles of Organization are submitted to convert the following **"Other Business Entity"** into a **Florida Limited Liability Company** in accordance with s.605.1045, Florida Statutes.

1. The name of the "Other Business Entity" immediately prior to the filing of the Articles of Conversion is:  
TouchTunes Music Corporation

(Enter Name of Other Business Entity)

2. The "Other Business Entity" is a corporation  
(Enter entity type. Example: corporation, limited partnership, general partnership, common law or business trust, etc.)

First organized, formed or incorporated under the laws of Delaware  
(Enter state, or if a non-U.S. entity, the name of the country)

on October 31, 2006  
(date of organization, formation or incorporation)

3. The name of the Florida Limited Liability Company as set forth in the **attached Articles of Organization**:

TouchTunes Music Company, LLC

(Enter Name of Florida Limited Liability Company)

4. If not effective on the date of filing, enter the effective date: 7/31/2022

**(The effective date: Cannot be prior to date of receipt or filed date nor more than 90 calendar days after the date this document is filed by the Florida Department of State.)**

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

5. The plan of conversion has been approved in accordance with all applicable statutes.

6. The "Converted or Other Business Entity" has agreed to pay any members having appraisal rights the amount to which such members are entitled under ss. 605.1006 and 605.1061-605.1072, F.S.

22 JUL 25 PM 6:26  
RECEIVED  
FIDELITY & MAGNETIC CORPORATION  
FIDELITY & MAGNETIC CORPORATION

Signed this 25th day of July 2022.

**Signature of Authorized Representative of Limited Liability Company:**

Signature of Authorized Representative:

*Advait Kotecha*

Printed Name: Advait Kotecha

Title: Chief Financial Officer

**Signature(s) on behalf of Other Business Entity: [See below for required signature(s)]**

Signature:

*Advait Kotecha*

Printed Name: Advait Kotecha

Title: Chief Financial Officer

Signature:

Printed Name:

Title:

Signature:

Printed Name:

Title:

Signature:

Printed Name:

Title:

Signature:

Printed Name:

Title:

Signature:

Printed Name:

Title:

**If Florida Corporation:**

Signature of Chairman, Vice Chairman, Director, or Officer.

If Directors or Officers have not been selected, an Incorporator must sign.

**If Florida General Partnership or Limited Liability Partnership:**

Signature of one General Partner.

**If Florida Limited Partnership or Limited Liability Limited Partnership:**

Signatures of ALL General Partners.

**All others:**

Signature of an authorized person.

**Fees:**

Articles of Conversion:	\$25.00
Fees for Florida Articles of Organization:	\$125.00
Certified Copy:	\$30.00 (Optional)
Certificate of Status:	\$5.00 (Optional)

22 JUL 25 PM 6:26  
NOTARY PUBLIC  
STATE OF FLORIDA  
JENNIFER L. HARRIS  
12051104611A04E3



# ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

## ARTICLE I - Name:

The name of the Limited Liability Company is:

TouchTunes Music Company, LLC

(Must contain the words "Limited Liability Company," "L.L.C.," or "LLC.")

## ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

### Principal Office Address:

850 Third Avenue, 15th Floor  
New York, NY 10022

### Mailing Address:

850 Third Avenue, 15th Floor  
New York, NY 10022

## ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:

(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

The name and the Florida street address of the registered agent are:

Corporation Service Company

Name

1201 Hays Street

Florida street address (P.O. Box **NOT** acceptable)

Tallahassee

FL 32301

City

Zip

*Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S..*

  
Assistant Vice President

Registered Agent's Signature (REQUIRED)

(CONTINUED)

22 JUL 25 PM 6:26  
NOTARIAL PUBLIC  
JULY 25 2022

**ARTICLE IV-**

The name and address of each person authorized to manage and control the Limited Liability Company:

**Title:**

"AMBR" = Authorized Member

"MGR" = Manager

AMBR

**Name and Address:**

TouchTunes Music Group, LLC

850 Third Avenue, 15th Floor

New York, NY 10022

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Use attachment if necessary)

**ARTICLE V: Other provisions, if any.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**REQUIRED SIGNATURE:**

DocuSigned by:

*Advait Kotecha*

1851104811A64E3...

**Signature of a member or an authorized representative of a member**

This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

Advait Kotecha

Typed or printed name of signee

**Filing Fees**

**\$125.00 Filing Fee for Articles of Organization and Designation of Registered Agent**

**\$ 30.00 Certified Copy (Optional)      \$ 5.00 Certificate of Status (Optional)**

2022/09/08 2:25 PM 6:26



**TouchTunes**  
INTERACTIVE NETWORKS

May 16, 2013

Yu Fang  
[Address]  
[Address]

Dear Yu,

It is with great pleasure that we offer you the position of Senior Vice President, Engineering – Commercial Solutions Venture with TouchTunes Music Corporation ("TouchTunes" or the "Company"). Your start date will be Monday, June 3, 2013 (the "Start Date"). You will be reporting to Bob Dykes, President, Commercial Services Venture, and remains subject to change. Your primary work location will be San Francisco/Silicon Valley, California.

Your employment with TouchTunes will be subject to the following terms:

- \* Base Salary. Your starting annual salary will [REDACTED]
- \* Vacation. You will be entitled to [REDACTED] addition to the standard company U.S. holidays, pro-rated the first year from your Start Date, subject to the terms and conditions of TouchTunes' policies.

\* [REDACTED]

\* [REDACTED]

\* [REDACTED]

- [REDACTED]
- \* Health Benefits. You will be eligible to participate in TouchTunes' U.S. employee medical plans the first of the month following thirty (30) days of employment which currently includes health, dental and vision (subject to the terms of the plans). You will be eligible to receive reimbursement for any COBRA payments you make for continuance of your current health insurance for the month of June 2013, subject to the provision of supporting documentation and evidence of these payments.
  - \* Other Benefits. You will be eligible to participate in other TouchTunes' US benefit plans, including 401k, life insurance, short-term and long-term disability, the first day of the month following three (3) months of employment (subject to the terms of the plans).

Nothing in this letter requires TouchTunes to offer any particular employee benefit plan and TouchTunes may amend, suspend or terminate any or all of its employee benefit plans at any time in our sole discretion, to the extent permitted under the applicable plan documents and applicable law.

#### Employment at Will

This offer letter should not be construed as a guarantee of employment for a specific period of time. Should you accept our offer, your employment with TouchTunes will be "at will," meaning that either you or TouchTunes may terminate your employment for any reason, at any time, with or without cause and with or without notice. The Company will certainly strive to give notice, and we ask that if you choose to resign at any time, to give us at least three weeks' notice. Please further understand that no employee or representative of the Company has the authority to make any promises, commitment or statement of any kind that changes this status unless it is contained in a written document signed by the Chief Executive Officer of TouchTunes.

#### Terms of Offer

TouchTunes extends this offer contingent upon a satisfactory background investigation, including but not limited to verification of prior employment, educational information and acceptable results from our reference checks. This offer is also contingent on your presenting papers when hired evidencing your right to work in the United States.

You hereby represent and warrant to the Company that you (i) are not subject to any written non-solicitation, non-competition or any other agreement which might affect or limit your employment with the Company (other than any prior agreement with the Company), (ii) are not subject to any written confidentiality or non-use/non-disclosure agreement affecting your employment with the Company (other than any prior agreement with the Company), and (iii) have not brought and will not bring to the Company any trade secrets, confidential business information, documents, or other personal property of a prior employer.

#### Company Policies

If you accept this offer of employment, you acknowledge that you will have read and understand TouchTunes' policies already made available to you, and any other rules as may be set forth in writing and provided to you. You agree to abide by those policies, rules or codes, and any subsequent changes as set forth in writing from time to time by the Company, and to abide by any confidentiality restrictions that the Company may require of you. You further agree not to obligate the Company to

any contractual agreement or undertaking without the express approval of the Chief Executive Officer. You further agree to respect the code of ethics generally recognized by the business community.

You also agree that you will not take part in any other major business activity, or sit on any Board, whether for profit, or non-profit, without prior approval of TouchTunes' Chief Executive Officer.

Entire Agreement

This letter sets forth the entire agreement between you and TouchTunes and supersedes any and all prior or contemporaneous agreements or understandings, written or oral, pertaining to your employment with TouchTunes. You acknowledge that you have not relied upon any representations (oral or otherwise) other than those explicitly stated in this offer letter. Additionally, this letter cannot be changed or modified except by a separate writing signed by you and a duly authorized officer of the TouchTunes.

This offer of employment is also contingent on you signing and abiding by the attached Non-Disclosure, Assignment of Inventions and Non-Solicitation Agreement and the Company's Code of Conduct, each which must be returned with a signed copy of this letter as acceptance of this offer. By doing so, you acknowledge that all research and development results and the products marketed by TouchTunes are the sole property of TouchTunes.

This letter shall be governed in accordance with laws to the State of New York without regard to its conflicts of law provisions.


Please sign below in acceptance of this offer of employment and of the conditions stipulated above. This offer remains open until May 17, 2013 at 5pm PST.

Please be assured that we are very pleased to have you join the TouchTunes team and look forward to working with you.

Sincerely yours,

Tonya Hallett  
Vice President, Human Resources

I confirm my acceptance of employment with TouchTunes Music Corporation, subject to the terms described above.

  
\_\_\_\_\_  
Yu Fang

5/16/2013  
\_\_\_\_\_  
Date

EMPLOYEE  
PROPRIETARY INFORMATION, ASSIGNMENT OF INVENTIONS AND  
NON-SOLICITATION AGREEMENT

Yu Fang

(Name of Employee)

4257 Los Palos Ave, Palo Alto, CA 94306

(Address)

In consideration of my employment by TouchTunes Music Corporation or one or more of its subsidiaries (collectively, the "Company") and the compensation received by me from the Company from time to time, the receipt and sufficiency of which is hereby acknowledged, the Company and I agree as follows:

1. I understand that the Company possesses and will possess Proprietary Information which is or may be important to its business. For purposes of this Agreement, "Proprietary Information" is all proprietary information, whether or not made verbally or in writing or other tangible or intangible form (including, in each case, forms that are now known or hereinafter developed), that was or will be developed, created, or discovered by or on behalf of the Company, TouchTunes Interactive Networks, Inc. (the "Parent"), or any subsidiary of the Company or the Parent (collectively, the "Company Group"), or which became or will become known by, or was or is conveyed to the Company Group, which has value in the Company Group's business, or is considered, deemed or treated as confidential by the Company Group (including information provided to the Company Group by third parties on a confidential basis) or is otherwise not generally known.

2. "Proprietary Information" includes, but is not limited to, information concerning the Company's business, products, and affairs which may be or has been developed or belongs to or is otherwise possessed by the Company; product and engineering specifications; proprietary tooling information; performance analyses of the Company's products; inventions and ideas; research and development; current and planned manufacturing or distribution methods and processes; customer lists; current and anticipated customer requirements; market studies; business plans; financial information; and other business and strategic information; trade secrets, ideas, methodologies, skills, knowledge, all access codes to computer programs together with computer programs, computer codes, databases, database criteria, user profiles, algorithms, modules, scripts, features and modes of operation, designs, technology, ideas, know-how, processes, data, techniques, internal documentation, improvements, inventions (whether patentable or not), works of authorship, technical, business, financial, client, marketing, and product development plans, contracts, bids, price lists, forecasts, the salaries and terms of compensation of other employees, client and supplier lists, contacts at or knowledge of clients of the Company, and other information concerning the Company's actual or anticipated products or services, business, research or development, or any information which is received in confidence by or for the Company from any other person.

3. Proprietary Information shall not include publicly available information (in substantially the same form in which it is publicly available) which enters the public domain through no fault of my own.

4. I understand that my employment creates a relationship of confidence and trust between me and the Company with respect to Proprietary Information. I agree to take all measures necessary to safeguard and protect the Proprietary Information. I agree to keep in strict confidence, and not to directly or indirectly disclose, furnish, disseminate, make available, or, except solely in the course of performing my duties of employment with the Company, during my employment, use any Proprietary Information except for any disclosure required by law, court order, or administrative process, *provided that* I shall provide the Company with prompt notice so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this agreement with respect to such disclosure. I understand and agree that the Proprietary Information could be used or disseminated anywhere, and if so used or disseminated without Company permission could seriously harm the Company (and its affiliates, partners and clients).

5. During my employment at the Company, I may be exposed to trade secrets of the Company, its affiliates or clients. Nothing in this Agreement diminishes or limits any protection granted by law to trade secrets or relieves me of any duty not to disclose, use, or misappropriate any information that is a trade secret for as long as such information remains a trade secret.

6. I understand that the Company possesses or will possess "Company Materials" which are important to its business. For purposes of this Agreement, "Company Materials" are non-public documents, apparatus, equipment and any other property of the Company, or any reproduction of such property or other media or tangible items that contain or embody Proprietary Information or any other information or material concerning the business, operations or plans of the Company, whether such documents have been prepared by me or by others. "Company Materials" include, but are not limited to, computers, access codes to computer programs, computer software, computer disks, tapes, printouts, source, HTML and other code, flowcharts, schematics, designs, graphics, trademarks, service marks, logos, trade dress, domain names, drawings, sketches, photographs, charts, graphs, notebooks, customer lists, sound recordings, other tangible or intangible manifestation of content, and all other documents and materials whether printed, typewritten, handwritten, electronic, or stored on computer disks, tapes, hard drives, or any other tangible medium (now known or hereinafter developed), as well as samples, prototypes, models, products and the like.

a. All Proprietary Information, Company Materials, and all title, rights, interests, patents, patent rights, copyrights, trademark and service mark rights and all goodwill associated therewith, trade secret rights, and all other intellectual property and rights anywhere in the world of any kind (collectively "Rights") in connection with such Proprietary Information and Company Materials shall be the sole and exclusive property of the Company. I hereby assign to the Company any Rights I may have or acquire in such Proprietary Information or Company Materials.

b. I agree that during my employment by the Company, I will not deliver any Company Materials to any person or entity except as I am required to do in connection with

performing the duties of my employment. I further agree that, immediately upon the termination of my employment by me or by the Company for any reason, or during my employment if so requested by the Company, I will return all Company Materials, excepting only (i) my personal copies of records relating to my compensation; and (ii) my copy of this Agreement, my employment agreement or offer letter, agreements relating to my bonuses with the Company, and any other material related solely to my personnel file with the Company. I shall also provide any information, such as passwords or codes, necessary to allow the Company to fully utilize its property.

c. I will promptly disclose in writing to my immediate supervisor, with a copy to any persons designated by the Company, all Company Developments. "Company Developments" shall include, without limitation, all Developments made, conceived, reduced to practice, suggested or developed by me, either alone or jointly with others, during the term of my employment with the Company and during the one-year period thereafter, whether or not during usual business hours and whether or not on the premises of the Company that (i) result in any way from the performance of my duties or obligations for the Company, (ii) relate in any way to the past, present or anticipated products, services or business of the Company, or (iii) were made, conceived, reduced to practice, suggested or developed in any way using or otherwise relying on any Company Materials, Proprietary Information or Rights of the Company. "Developments" shall include, without limitation, any graphical or artistic work and any work of authorship, discovery, improvement, invention, design, trademark, service mark, trade dress, logo, domain name, source, HTML and other code, trade secret, technology, algorithms, computer program, audio, video or other files or content, idea, design, process, technique, know-how, data, and all other Company Materials, information, work product and written disclosures thereof, whether or not patentable or copyrightable.

d. I agree that all Company Developments shall be the sole and exclusive property of the Company. The Company shall be the sole and exclusive owner of all Rights in connection therewith. All copyright-protected Company Developments are and at all times shall remain "work made for hire". I hereby assign to the Company any and all of my Rights to any Company Developments, absolutely and forever, throughout the world and for the full term of each and every such Right, including renewal or extension of any such term.

e. I agree to perform, during and after my employment, all acts deemed necessary or desirable by the Company to permit and assist it, at the Company's expense, in evidencing, perfecting, obtaining, maintaining, defending and enforcing Rights and/or any assignments required hereunder in any and all countries and otherwise effectuating the purposes of this Agreement. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings or efforts to register, apply for, or otherwise obtain, prosecute or maintain Rights relating to Proprietary Information, Company Materials or Company Developments. I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents, as my agents and attorneys-in-fact to act for and in my behalf and instead of me, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by me.

f. In addition, to the extent that any applicable law or treaty prohibits the transfer or assignment of any rights that may be considered personal to me (i.e., "Moral Rights")



or rights of restraint that I may have in the Company Developments, I hereby waive such rights as to the Company, its successors, licensees or assigns, and consent to any action of the Company that would violate such Moral Rights in the absence of such consent. I will confirm any such waivers and consents from time to time as requested by the Company. Furthermore, to the extent that such Moral Rights cannot be waived, I hereby grant to the Company, its successors, licensees and assigns a perpetual, irrevocable, exclusive, worldwide, royalty-free, unrestricted right and license to use, execute, reproduce, distribute, sell copies of, modify and create derivative works of, publicly perform and publicly display, with the right to sublicense and assign such Moral Rights, in and to the Company Developments, including the right to use the Company Developments in whatever way, in whatever medium, now known or hereafter developed.

g. I have attached hereto a complete list of all existing Developments to which I claim ownership as of the date of this Agreement and that I desire to specifically clarify are not subject to this Agreement, and I acknowledge and agree that such list is complete. If no such list is attached to this Agreement, I represent that I have no such Developments at the time of signing this Agreement.

h. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith or in conflict with my employment with the Company. I also understand that I am prohibited from using or disclosing, in the course of my employment with the Company, any proprietary information, trade secrets, or tangible property of any other person or company including prior employers, without the express authority to do so.

i. I represent that any and all Developments that I may create under this Agreement will, to the best of my knowledge, be original and shall not defame the Company, its other employees, officers, directors, consultants or agents or any third party or constitute a violation of the rights of privacy of the Company's other employees or any rights of any third party.

7. I agree that I will not, during my employment and for a period of twelve (12) months following the termination of my employment, on my own behalf or on behalf of any person or entity, in any capacity whatsoever, whether directly or indirectly, (i) employ, offer employment to or solicit the employment or the engagement of or otherwise entice away from the employment of the Company Group, any individual who is employed by the Company Group at the time of the termination of my employment or who was employed by the Company Group in the six (6) month period preceding the termination of my employment, or (ii) in any way, cause, influence, induce, encourage or attempt to persuade any customer of the Company Group (or who was a customer of the Company Group in the six (6) month period preceding the termination of my employment) to terminate or diminish its relationship or violate any agreement with any entity in the Company Group.

8. I agree that I will not, during my employment and for a period of six (6) months following the termination of my employment, directly or indirectly, for my own account or as an

employee, officer, director, partner, joint venture, stockholder, investor, consultant or otherwise (except in respect of the Company Group or as an investor in a corporation whose stock is publicly traded and in which I hold less than 3% of the outstanding shares), engage in any business that develops, manufactures, markets or sells to or for installation in any restaurant or bar establishment, or any establishment within a specific sub-sector of the retail or entertainment industries if the Company Group installs one or more of its products in such sub-sector, (i) computer, video, personal digital assistant or cell phone interactive applications, short message services (SMS) or point-to-point messaging services, or digital signage or advertising and promotion, (ii) digital jukeboxes, (iii) interactive video multi-game amusement-only entertainment devices (other than devices marketed for personal use at home and in other non-public places) operated with a touchscreen that operate wired or wirelessly, and directly or indirectly, accept payment via coins, paper money, tokens, credit cards or other payment systems and may or may not be connected to a jukebox, or (iv) any other business or enterprise that competes with the business of the Company Group or that competes with any proposed business of the Company Group for which the Company Group has developed specific plans and is actively pursuing such plans during my employment with the Company. The foregoing restriction shall apply only to businesses or enterprises in North America or any other country in the world in which the Company Group does business, or in which the Company Group proposes to do business pursuant to specific plans that have been developed by the Company Group and are actively pursued during my employment with the Company.

9. In addition to any other remedies provided by law, if I breach this Agreement, the Company shall be entitled to injunctive relief against me.

10. I agree that this Agreement is not an employment contract and that I have the right to resign and the Company has the right to terminate my employment at any time, for any reason, with or without cause, subject to the provisions of any employment offer letter from the Company to me or any written employment agreement between the Company and me.

11. I agree that this Agreement does not purport to set forth all of the terms and conditions of my employment, and that as an employee of the Company I have obligations to the Company which are not set forth in this Agreement.

12. I agree that my obligations under paragraphs 1, 2, 3, 4, 5, 6, 7, 8 and 9 of this Agreement shall continue in effect after termination of my employment, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary on my part, and that the Company is entitled to communicate my obligations under this Agreement to any future employer or potential employer of mine.

13. I agree that if one or more provisions of this Agreement are held to be illegal under the laws of the State of New York, such illegal portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect in accordance with its terms.

14. If any provision of this Agreement is so broad, in scope or duration or otherwise, so as to be unenforceable under the laws of the State of New York, such provision shall be interpreted to be only so broad as is enforceable.

15. The exclusion of any provision from this Agreement shall not affect any other provision of this Agreement.

16. This Agreement shall be effective as of the date I commenced employment with the Company and this Agreement shall be binding upon me, my heirs, executors, assigns, and administrators and shall inure to the benefit of the Company, including its subsidiaries, and its successors and assigns.

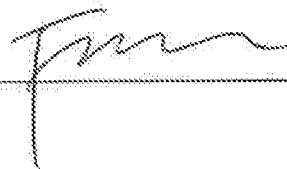
17. This Agreement can only be modified by a subsequent written agreement executed by an executive officer of the Company and Executive.

[Remainder of page intentionally left blank—signature page follows]

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY, IN DUPLICATE, WITH THE UNDERSTANDING THAT ONE COUNTERPART WILL BE RETAINED BY THE COMPANY AND THE OTHER COUNTERPART WILL BE RETAINED BY ME.

Dated: 6/1, 2013

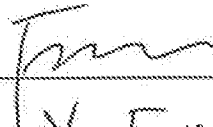
Signature: \_\_\_\_\_



Accepted and Agreed to:

TOUCHTUNES MUSIC CORPORATION

Signature: \_\_\_\_\_



Name: \_\_\_\_\_

Yu Fang

Title: \_\_\_\_\_

SVP, Engineering

[Signature Page to Employee Proprietary Information,  
Assignment of Inventions and Non-Solicitation Agreement]

ATTACHMENT A

TouchTunes Music Corporation  
850 Third Avenue, 11th Floor  
New York, New York 10022

Ladies and Gentlemen:

1. The following is a complete list of Developments relevant to the subject matter of my employment by TouchTunes Music Corporation and its subsidiaries (the "Company") that have been made, conceived, first reduced to practice or suggested by me alone or jointly with others prior to my employment by the Company, and prior to my employment by \_\_\_\_\_, that I desire to clarify are not subject to the Company's Proprietary Information, Non-disclosure and Intellectual Property Assignment Agreement.

☒ No Developments

☐ See below:

☐ Additional sheets attached

2. I propose to bring to my employment the following materials and documents of a former employer:

☒ No materials or documents

☐ See below:

Signature: \_\_\_\_\_

Name of  
Employee: \_\_\_\_\_

(please print name)

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**TouchTunes**  
INTERACTIVE NETWORKS

September 24, 2013

Heidi Gibson  
228 Holladay Avenue  
San Francisco, CA 94110

Dear Heidi,

It is with great pleasure that we offer you the position of Vice President, Product Management--Commercial Solutions Venture with TouchTunes Music Corporation ("TouchTunes" or the "Company"). Your start date will be Wednesday, September 25, 2013 (the "Start Date"). You will be reporting to Robert Dykes, President, Commercial Services Venture and remains subject to change. Your primary work location will be in Mountain View, California.

Your employment with TouchTunes will be subject to the following terms:

- \* Base Salary. Your starting annual salary will be [REDACTED]
- \* Vacation. You will be entitled to [REDACTED]
- \* [REDACTED]
- \* [REDACTED]

**PATENT**

**REEL: 063153 FRAME: 0714**

- \* Health Benefits. You will be eligible to participate in TouchTunes' U.S. employee medical plans the first of the month following thirty (30) days of full time employment which currently includes health, dental and vision (subject to the terms of the plans).
- \* Other Benefits. You will be eligible to participate in other TouchTunes' US benefit plans, including 401k, life insurance, short-term and long-term disability, the first day of the month following three (3) months of full time employment (subject to the terms of the plans).

Nothing in this letter requires TouchTunes to offer any particular employee benefit plan and TouchTunes may amend, suspend or terminate any or all of its employee benefit plans at any time in our sole discretion, to the extent permitted under the applicable plan documents and applicable law.

#### Employment at Will

This offer letter should not be construed as a guarantee of employment for a specific period of time. Should you accept our offer, your employment with TouchTunes will be "at will," meaning that either you or TouchTunes may terminate your employment for any reason, at any time, with or without cause and with or without notice. The Company will certainly strive to give notice, and we ask that if you choose to resign at any time, to give us at least three weeks' notice. Please further understand that no employee or representative of the Company has the authority to make any promises, commitment or statement of any kind that changes this status unless it is contained in a written document signed by the Chief Executive Officer of TouchTunes.

#### Terms of Offer

TouchTunes extends this offer contingent upon a satisfactory background investigation, including but not limited to verification of prior employment, educational information and acceptable results from our reference checks. This offer is also contingent on your presenting papers when hired evidencing your right to work in the United States.

You hereby represent and warrant to the Company that you (i) are not subject to any written non-solicitation, non-competition or any other agreement which might affect or limit your employment with the Company (other than any prior agreement with the Company), (ii) are not subject to any written confidentiality or non-use/non-disclosure agreement affecting your employment with the Company (other than any prior agreement with the Company), and (iii) have not brought and will not bring to the Company any trade secrets, confidential business information, documents, or other personal property of a prior employer.

#### Company Policies

If you accept this offer of employment, you acknowledge that you will have read and understand TouchTunes' policies already made available to you, and any other rules as may be set forth in writing and provided to you. You agree to abide by those policies, rules or codes, and any subsequent changes as set forth in writing from time to time by the Company, and to abide by any confidentiality restrictions that the Company may require of you. You further agree not to obligate the Company to any contractual agreement or undertaking without the express approval of the Chief Executive Officer. You further agree to respect the code of ethics generally recognized by the business community.

You also agree that you will not take part in any other major business activity, or sit on any Board, whether for profit, or non-profit, without prior approval of TouchTunes' Chief Executive Officer.



Entire Agreement

This letter sets forth the entire agreement between you and TouchTunes and supersedes any and all prior or contemporaneous agreements or understandings, written or oral, pertaining to your employment with TouchTunes. You acknowledge that you have not relied upon any representations (oral or otherwise) other than those explicitly stated in this offer letter. Additionally, this letter cannot be changed or modified except by a separate writing signed by you and a duly authorized officer of the TouchTunes.

This offer of employment is also contingent on you signing and abiding by the attached Non-Disclosure, Assignment of Inventions and Non-Solicitation Agreement and the Company's Code of Conduct, each which must be returned with a signed copy of this letter as acceptance of this offer. By doing so, you acknowledge that all research and development results and the products marketed by TouchTunes are the sole property of TouchTunes.

This letter shall be governed in accordance with laws to the State of New York without regard to its conflicts of law provisions.

Please sign below in acceptance of this offer of employment and of the conditions stipulated above. This offer remains open until September 25, 2013 at 5pm PST.

Please be assured that we are very pleased to have you join the TouchTunes team and look forward to working with you.

Sincerely yours,

  
Tonya Hallett  
Vice President, Human Resources

I confirm my acceptance of employment with TouchTunes Music Corporation, subject to the terms described above.

  
Heidi Gibson

11/21/13  
Date

EMPLOYEE  
PROPRIETARY INFORMATION, ASSIGNMENT OF INVENTIONS AND  
NON-SOLICITATION AGREEMENT

Heidi Gibson  
(Name of Employee)

228 Holaday Ave, SF CA 94110  
(Address)

In consideration of my employment by TouchTunes Music Corporation or one or more of its subsidiaries (collectively, the "Company") and the compensation received by me from the Company from time to time, the receipt and sufficiency of which is hereby acknowledged, the Company and I agree as follows:

1. I understand that the Company possesses and will possess Proprietary Information which is or may be important to its business. For purposes of this Agreement, "Proprietary Information" is all proprietary information, whether or not made verbally or in writing or other tangible or intangible form (including, in each case, forms that are now known or hereinafter developed), that was or will be developed, created, or discovered by or on behalf of the Company, TouchTunes Interactive Networks, Inc. (the "Parent"), or any subsidiary of the Company or the Parent (collectively, the "Company Group"), or which became or will become known by, or was or is conveyed to the Company Group, which has value in the Company Group's business, or is considered, deemed or treated as confidential by the Company Group (including information provided to the Company Group by third parties on a confidential basis) or is otherwise not generally known.
2. "Proprietary Information" includes, but is not limited to, information concerning the Company's business, products, and affairs which may be or has been developed or belongs to or is otherwise possessed by the Company; product and engineering specifications; proprietary tooling information; performance analyses of the Company's products; inventions and ideas; research and development; current and planned manufacturing or distribution methods and processes; customer lists; current and anticipated customer requirements; market studies; business plans; financial information; and other business and strategic information; trade secrets, ideas, methodologies, skills, knowledge, all access codes to computer programs together with computer programs, computer codes, databases, database criteria, user profiles, algorithms, modules, scripts, features and modes of operation, designs, technology, ideas, know-how, processes, data, techniques, internal documentation, improvements, inventions (whether patentable or not); works of authorship, technical, business, financial, client, marketing, and product development plans, contracts, bids, price lists, forecasts, the salaries and terms of compensation of other employees, client and supplier lists, contacts at or knowledge of clients of the Company, and other information concerning the Company's actual or anticipated products or services, business, research or development, or any information which is received in confidence by or for the Company from any other person.

3. Proprietary Information shall not include publicly available information (in substantially the same form in which it is publicly available) which enters the public domain through no fault of my own.

4. I understand that my employment creates a relationship of confidence and trust between me and the Company with respect to Proprietary Information. I agree to take all measures necessary to safeguard and protect the Proprietary Information. I agree to keep in strict confidence, and not to directly or indirectly disclose, furnish, disseminate, make available, or, except solely in the course of performing my duties of employment with the Company, during my employment, use any Proprietary Information except for any disclosure required by law, court order, or administrative process, *provided that* I shall provide the Company with prompt notice so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this agreement with respect to such disclosure. I understand and agree that the Proprietary Information could be used or disseminated anywhere, and if so used or disseminated without Company permission could seriously harm the Company (and its affiliates, partners and clients).

5. During my employment at the Company, I may be exposed to trade secrets of the Company, its affiliates or clients. Nothing in this Agreement diminishes or limits any protection granted by law to trade secrets or relieves me of any duty not to disclose, use, or misappropriate any information that is a trade secret for as long as such information remains a trade secret.

6. I understand that the Company possesses or will possess "Company Materials" which are important to its business. For purposes of this Agreement, "Company Materials" are non-public documents, apparatus, equipment and any other property of the Company, or any reproduction of such property or other media or tangible items that contain or embody Proprietary Information or any other information or material concerning the business, operations or plans of the Company, whether such documents have been prepared by me or by others. "Company Materials" include, but are not limited to, computers, access codes to computer programs, computer software, computer disks, tapes, printouts, source, HTML and other code, flowcharts, schematics, designs, graphics, trademarks, service marks, logos, trade dress, domain names, drawings, sketches, photographs, charts, graphs, notebooks, customer lists, sound recordings, other tangible or intangible manifestation of content, and all other documents and materials whether printed, typewritten, handwritten, electronic, or stored on computer disks, tapes, hard drives, or any other tangible medium (now known or hereinafter developed), as well as samples, prototypes, models, products and the like.

a. All Proprietary Information, Company Materials, and all title, rights, interests, patents, patent rights, copyrights, trademark and service mark rights and all goodwill associated therewith, trade secret rights, and all other intellectual property and rights anywhere in the world of any kind (collectively "Rights") in connection with such Proprietary Information and Company Materials shall be the sole and exclusive property of the Company. I hereby assign to the Company any Rights I may have or acquire in such Proprietary Information or Company Materials.

b. I agree that during my employment by the Company, I will not deliver any Company Materials to any person or entity except as I am required to do in connection with

performing the duties of my employment. I further agree that, immediately upon the termination of my employment by me or by the Company for any reason, or during my employment if so requested by the Company, I will return all Company Materials, excepting only (i) my personal copies of records relating to my compensation; and (ii) my copy of this Agreement, my employment agreement or offer letter, agreements relating to my bonuses with the Company, and any other material related solely to my personnel file with the Company. I shall also provide any information, such as passwords or codes, necessary to allow the Company to fully utilize its property.

c. I will promptly disclose in writing to my immediate supervisor, with a copy to any persons designated by the Company, all Company Developments. "Company Developments" shall include, without limitation, all Developments made, conceived, reduced to practice, suggested or developed by me, either alone or jointly with others, during the term of my employment with the Company and during the one-year period thereafter, whether or not during usual business hours and whether or not on the premises of the Company that (i) result in any way from the performance of my duties or obligations for the Company, (ii) relate in any way to the past, present or anticipated products, services or business of the Company, or (iii) were made, conceived, reduced to practice, suggested or developed in any way using or otherwise relying on any Company Materials, Proprietary Information or Rights of the Company. "Developments" shall include, without limitation, any graphical or artistic work and any work of authorship, discovery, improvement, invention, design, trademark, service mark, trade dress, logo, domain name, source, HTML and other code, trade secret, technology, algorithms, computer program, audio, video or other files or content, idea, design, process, technique, know-how, data, and all other Company Materials, information, work product and written disclosures thereof, whether or not patentable or copyrightable.

d. I agree that all Company Developments shall be the sole and exclusive property of the Company. The Company shall be the sole and exclusive owner of all Rights in connection therewith. All copyright-protected Company Developments are and at all times shall remain "work made for hire". I hereby assign to the Company any and all of my Rights to any Company Developments, absolutely and forever, throughout the world and for the full term of each and every such Right, including renewal or extension of any such term.

e. I agree to perform, during and after my employment, all acts deemed necessary or desirable by the Company to permit and assist it, at the Company's expense, in evidencing, perfecting, obtaining, maintaining, defending and enforcing Rights and/or any assignments required hereunder in any and all countries and otherwise effectuating the purposes of this Agreement. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings or efforts to register, apply for, or otherwise obtain, prosecute or maintain Rights relating to Proprietary Information, Company Materials or Company Developments. I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents, as my agents and attorneys-in-fact to act for and in my behalf and instead of me, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by me.

f. In addition, to the extent that any applicable law or treaty prohibits the transfer or assignment of any rights that may be considered personal to me (i.e., "Moral Rights")

or rights of restraint that I may have in the Company Developments, I hereby waive such rights as to the Company, its successors, licensees or assigns, and consent to any action of the Company that would violate such Moral Rights in the absence of such consent. I will confirm any such waivers and consents from time to time as requested by the Company. Furthermore, to the extent that such Moral Rights cannot be waived, I hereby grant to the Company, its successors, licensees and assigns a perpetual, irrevocable, exclusive, worldwide, royalty-free, unrestricted right and license to use, execute, reproduce, distribute, sell copies of, modify and create derivative works of, publicly perform and publicly display, with the right to sublicense and assign such Moral Rights, in and to the Company Developments, including the right to use the Company Developments in whatever way, in whatever medium, now known or hereafter developed.

g. I have attached hereto a complete list of all existing Developments to which I claim ownership as of the date of this Agreement and that I desire to specifically clarify are not subject to this Agreement, and I acknowledge and agree that such list is complete. If no such list is attached to this Agreement, I represent that I have no such Developments at the time of signing this Agreement.

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i. I represent that any and all Developments that I may create under this Agreement will, to the best of my knowledge, be original and shall not defame the Company, its other employees, officers, directors, consultants or agents or any third party or constitute a violation of the rights of privacy of the Company's other employees or any rights of any third party.

7. I agree that I will not, during my employment and for a period of twelve (12) months following the termination of my employment, on my own behalf or on behalf of any person or entity, in any capacity whatsoever, whether directly or indirectly, (i) employ, offer employment to or solicit the employment or the engagement of or otherwise entice away from the employment of the Company Group, any individual who is employed by the Company Group at the time of the termination of my employment or who was employed by the Company Group in the six (6) month period preceding the termination of my employment, or (ii) in any way, cause, influence, induce, encourage or attempt to persuade any customer of the Company Group (or who was a customer of the Company Group in the six (6) month period preceding the termination of my employment) to terminate or diminish its relationship or violate any agreement with any entity in the Company Group.

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employee, officer, director, partner, joint venture, stockholder, investor, consultant or otherwise (except in respect of the Company Group or as an investor in a corporation whose stock is publicly traded and in which I hold less than 3% of the outstanding shares), engage in any business that develops, manufactures, markets or sells to or for installation in any restaurant or bar establishment, or any establishment within a specific sub-sector of the retail or entertainment industries if the Company Group installs one or more of its products in such sub-sector, (i) computer, video, personal digital assistant or cell phone interactive applications, short message services (SMS) or point-to-point messaging services, or digital signage or advertising and promotion, (ii) digital jukeboxes, (iii) interactive video multi-game amusement-only entertainment devices (other than devices marketed for personal use at home and in other non-public places) operated with a touchscreen that operate wired or wirelessly, and directly or indirectly, accept payment via coins, paper money, tokens, credit cards or other payment systems and may or may not be connected to a jukebox, or (iv) any other business or enterprise that competes with the business of the Company Group or that competes with any proposed business of the Company Group for which the Company Group has developed specific plans and is actively pursuing such plans during my employment with the Company. The foregoing restriction shall apply only to businesses or enterprises in North America or any other country in the world in which the Company Group does business, or in which the Company Group proposes to do business pursuant to specific plans that have been developed by the Company Group and are actively pursued during my employment with the Company.

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17. This Agreement can only be modified by a subsequent written agreement executed by an executive officer of the Company and Executive.

[Remainder of page intentionally left blank-----signature page follows]

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY, IN DUPLICATE, WITH THE UNDERSTANDING THAT ONE COUNTERPART WILL BE RETAINED BY THE COMPANY AND THE OTHER COUNTERPART WILL BE RETAINED BY ME.

Dated: \_\_\_\_\_, 20\_\_\_\_

Signature: \_\_\_\_\_

Accepted and Agreed to:

TOUCHTUNES MUSIC CORPORATION

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page to Employee Proprietary Information,  
Assignment of Inventions and Non-Solicitation Agreement]



ATTACHMENT A

TouchTunes Music Corporation  
850 Third Avenue, 11th Floor  
New York, New York 10022

Ladies and Gentlemen:

1. The following is a complete list of Developments relevant to the subject matter of my employment by TouchTunes Music Corporation and its subsidiaries (the "Company") that have been made, conceived, first reduced to practice or suggested by me alone or jointly with others prior to my employment by the Company, and prior to my employment by \_\_\_\_\_, that I desire to clarify are not subject to the Company's Proprietary Information, Non-disclosure and Intellectual Property Assignment Agreement.

☒ No Developments

☐ See below:

☐ Additional sheets attached

2. I propose to bring to my employment the following materials and documents of a former employer:

☒ No materials or documents

☐ See below:

Signature: \_\_\_\_\_

Name of

Employee: Heidi Gibson

(please print name)

### ACKNOWLEDGEMENT FORM

Please sign and date this Acknowledgment Form for the Employee Handbook of TouchTunes Interactive Networks, Inc. and its subsidiaries (collectively, "TouchTunes") within three (3) days of receipt and return it to Human Resources.

I acknowledge that I am aware that the TouchTunes Interactive Networks, Inc. Employee Handbook has been provided to me. I have read the Employee Handbook thoroughly, including the statements in the introduction describing the purpose and effect of the Employee Handbook. I agree that if there is any policy or provision in the Employee Handbook that I do not understand, I will seek clarification from Human Resources. In addition, I understand that the policies contained in the Employee Handbook are those in effect on the date of publication. I understand that nothing contained in the Employee Handbook may be construed as creating a promise of future benefits or a binding contract with TouchTunes for any specific benefits or employment or for any other purpose. I also understand that the policies, procedures and benefits explained herein are continually evaluated and may be amended, modified or terminated at any time.

I further understand that nothing in this Employee Handbook creates a contract of employment for any specified period of time. Thus, I understand that my employment is "at will" and as such, employment with TouchTunes is not for a fixed term or definite period and may be terminated by either TouchTunes or me, with or without reason, and without prior notice, unless I have entered into a written employment agreement with TouchTunes executed by the Chief Executive Officer or his or her designated representative that states specifically to the contrary. No manager or other representative of TouchTunes (except the Chief Executive Officer or his or her authorized designees) has the authority to make any oral or written agreement contrary to the above.

I acknowledge that I will abide by the policies and practices in the Employee Handbook and understand that if I violate any of the policies, I may be subject to discipline, up to and including termination. I also agree that if I observe any employee violating any policy addressed herein I will notify Company management promptly.

Signature: 

Print Name: Heidi Gibson

Date: 9/27/13

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EMPLOYEE  
PROPRIETARY INFORMATION, ASSIGNMENT OF INVENTIONS AND  
NON-SOLICITATION AGREEMENT

Robert R. Dykes

(Name of Employee)

12200 KATE DRIVE, LOS ALTOS HILLS, CA 94022  
(Address)

In consideration of my employment by TouchTunes Music Corporation or one or more of its subsidiaries (collectively, the "Company") and the compensation received by me from the Company from time to time, the receipt and sufficiency of which is hereby acknowledged, the Company and I agree as follows:

1. I understand that the Company possesses and will possess Proprietary Information which is or may be important to its business. For purposes of this Agreement, "Proprietary Information" is all proprietary information, whether or not made verbally or in writing or other tangible or intangible form (including, in each case, forms that are now known or hereinafter developed), that was or will be developed, created, or discovered by or on behalf of the Company, TouchTunes Interactive Networks, Inc. (the "Parent"), or any subsidiary of the Company or the Parent (collectively, the "Company Group"), or which became or will become known by, or was or is conveyed to the Company Group, which has value in the Company Group's business, or is considered, deemed or treated as confidential by the Company Group (including information provided to the Company Group by third parties on a confidential basis) or is otherwise not generally known.

2. "Proprietary Information" includes, but is not limited to, information concerning the Company's business, products, and affairs which may be or has been developed or belongs to or is otherwise possessed by the Company; product and engineering specifications; proprietary tooling information; performance analyses of the Company's products; inventions and ideas; research and development; current and planned manufacturing or distribution methods and processes; customer lists; current and anticipated customer requirements; market studies; business plans; financial information; and other business and strategic information; trade secrets, ideas, methodologies, skills, knowledge, all access codes to computer programs together with computer programs, computer codes, databases, database criteria, user profiles, algorithms, modules, scripts, features and modes of operation, designs, technology, ideas, know-how, processes, data, techniques, internal documentation, improvements, inventions (whether patentable or not), works of authorship, technical, business, financial, client, marketing, and product development plans, contracts, bids, price lists, forecasts, the salaries and terms of compensation of other employees, client and supplier lists, contacts at or knowledge of clients of the Company, and other information concerning the Company's actual or anticipated products or services, business, research or development, or any information which is received in confidence by or for the Company from any other person.

3. Proprietary Information shall not include publicly available information (in substantially the same form in which it is publicly available) which enters the public domain through no fault of my own.

4. I understand that my employment creates a relationship of confidence and trust between me and the Company with respect to Proprietary Information. I agree to take all measures necessary to safeguard and protect the Proprietary Information. I agree to keep in strict confidence, and not to directly or indirectly disclose, furnish, disseminate, make available, or, except solely in the course of performing my duties of employment with the Company, during my employment, use any Proprietary Information except for any disclosure required by law, court order, or administrative process, *provided that* I shall provide the Company with prompt notice so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this agreement with respect to such disclosure. I understand and agree that the Proprietary Information could be used or disseminated anywhere, and if so used or disseminated without Company permission could seriously harm the Company (and its affiliates, partners and clients).

5. During my employment at the Company, I may be exposed to trade secrets of the Company, its affiliates or clients. Nothing in this Agreement diminishes or limits any protection granted by law to trade secrets or relieves me of any duty not to disclose, use, or misappropriate any information that is a trade secret for as long as such information remains a trade secret.

6. I understand that the Company possesses or will possess "Company Materials" which are important to its business. For purposes of this Agreement, "Company Materials" are non-public documents, apparatus, equipment and any other property of the Company, or any reproduction of such property or other media or tangible items that contain or embody Proprietary Information or any other information or material concerning the business, operations or plans of the Company, whether such documents have been prepared by me or by others. "Company Materials" include, but are not limited to, computers, access codes to computer programs, computer software, computer disks, tapes, printouts, source, HTML and other code, flowcharts, schematics, designs, graphics, trademarks, service marks, logos, trade dress, domain names, drawings, sketches, photographs, charts, graphs, notebooks, customer lists, sound recordings, other tangible or intangible manifestation of content, and all other documents and materials whether printed, typewritten, handwritten, electronic, or stored on computer disks, tapes, hard drives, or any other tangible medium (now known or hereinafter developed), as well as samples, prototypes, models, products and the like.

a. All Proprietary Information, Company Materials, and all title, rights, interests, patents, patent rights, copyrights, trademark and service mark rights and all goodwill associated therewith, trade secret rights, and all other intellectual property and rights anywhere in the world of any kind (collectively "Rights") in connection with such Proprietary Information and Company Materials shall be the sole and exclusive property of the Company. I hereby assign to the Company any Rights I may have or acquire in such Proprietary Information or Company Materials.

b. I agree that during my employment by the Company, I will not deliver any Company Materials to any person or entity except as I am required to do in connection with

performing the duties of my employment. I further agree that, immediately upon the termination of my employment by me or by the Company for any reason, or during my employment if so requested by the Company, I will return all Company Materials, excepting only (i) my personal copies of records relating to my compensation; and (ii) my copy of this Agreement, my employment agreement or offer letter, agreements relating to my bonuses with the Company, and any other material related solely to my personnel file with the Company. I shall also provide any information, such as passwords or codes, necessary to allow the Company to fully utilize its property.

c. I will promptly disclose in writing to my immediate supervisor, with a copy to any persons designated by the Company, all Company Developments. "Company Developments" shall include, without limitation, all Developments made, conceived, reduced to practice, suggested or developed by me, either alone or jointly with others, during the term of my employment with the Company and during the one-year period thereafter, whether or not during usual business hours and whether or not on the premises of the Company that (i) result in any way from the performance of my duties or obligations for the Company, (ii) relate in any way to the past, present or anticipated products, services or business of the Company, or (iii) were made, conceived, reduced to practice, suggested or developed in any way using or otherwise relying on any Company Materials, Proprietary Information or Rights of the Company. "Developments" shall include, without limitation, any graphical or artistic work and any work of authorship, discovery, improvement, invention, design, trademark, service mark, trade dress, logo, domain name, source, HTML and other code, trade secret, technology, algorithms, computer program, audio, video or other files or content, idea, design, process, technique, know-how, data, and all other Company Materials, information, work product and written disclosures thereof, whether or not patentable or copyrightable.

d. I agree that all Company Developments shall be the sole and exclusive property of the Company. The Company shall be the sole and exclusive owner of all Rights in connection therewith. All copyright-protected Company Developments are and at all times shall remain "work made for hire". I hereby assign to the Company any and all of my Rights to any Company Developments, absolutely and forever, throughout the world and for the full term of each and every such Right, including renewal or extension of any such term.

e. I agree to perform, during and after my employment, all acts deemed necessary or desirable by the Company to permit and assist it, at the Company's expense, in evidencing, perfecting, obtaining, maintaining, defending and enforcing Rights and/or any assignments required hereunder in any and all countries and otherwise effectuating the purposes of this Agreement. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings or efforts to register, apply for, or otherwise obtain, prosecute or maintain Rights relating to Proprietary Information, Company Materials or Company Developments. I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents, as my agents and attorneys-in-fact to act for and in my behalf and instead of me, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by me.

f. In addition, to the extent that any applicable law or treaty prohibits the transfer or assignment of any rights that may be considered personal to me (i.e., "Moral Rights")

or rights of restraint that I may have in the Company Developments, I hereby waive such rights as to the Company, its successors, licensees or assigns, and consent to any action of the Company that would violate such Moral Rights in the absence of such consent. I will confirm any such waivers and consents from time to time as requested by the Company. Furthermore, to the extent that such Moral Rights cannot be waived, I hereby grant to the Company, its successors, licensees and assigns a perpetual, irrevocable, exclusive, worldwide, royalty-free, unrestricted right and license to use, execute, reproduce, distribute, sell copies of, modify and create derivative works of, publicly perform and publicly display, with the right to sublicense and assign such Moral Rights, in and to the Company Developments, including the right to use the Company Developments in whatever way, in whatever medium, now known or hereafter developed.

g. I have attached hereto a complete list of all existing Developments to which I claim ownership as of the date of this Agreement and that I desire to specifically clarify are not subject to this Agreement, and I acknowledge and agree that such list is complete. If no such list is attached to this Agreement, I represent that I have no such Developments at the time of signing this Agreement.

h. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith or in conflict with my employment with the Company. I also understand that I am prohibited from using or disclosing, in the course of my employment with the Company, any proprietary information, trade secrets, or tangible property of any other person or company including prior employers, without the express authority to do so.

i. I represent that any and all Developments that I may create under this Agreement will, to the best of my knowledge, be original and shall not defame the Company, its other employees, officers, directors, consultants or agents or any third party or constitute a violation of the rights of privacy of the Company's other employees or any rights of any third party.

7. I agree that I will not, during my employment and for a period of twelve (12) months following the termination of my employment, on my own behalf or on behalf of any person or entity, in any capacity whatsoever, whether directly or indirectly, (i) employ, offer employment to or solicit the employment or the engagement of or otherwise entice away from the employment of the Company Group, any individual who is employed by the Company Group at the time of the termination of my employment or who was employed by the Company Group in the six (6) month period preceding the termination of my employment, or (ii) in any way, cause, influence, induce, encourage or attempt to persuade any customer of the Company Group (or who was a customer of the Company Group in the six (6) month period preceding the termination of my employment) to terminate or diminish its relationship or violate any agreement with any entity in the Company Group.

8. I agree that I will not, during my employment and for a period of six (6) months following the termination of my employment, directly or indirectly, for my own account or as an

employee, officer, director, partner, joint venture, stockholder, investor, consultant or otherwise (except in respect of the Company Group or as an investor in a corporation whose stock is publicly traded and in which I hold less than 3% of the outstanding shares), engage in any business that develops, manufactures, markets or sells to or for installation in any restaurant or bar establishment, or any establishment within a specific sub-sector of the retail or entertainment industries if the Company Group installs one or more of its products in such sub-sector, (i) computer, video, personal digital assistant or cell phone interactive applications, short message services (SMS) or point-to-point messaging services, or digital signage or advertising and promotion, (ii) digital jukeboxes, (iii) interactive video multi-game amusement-only entertainment devices (other than devices marketed for personal use at home and in other non-public places) operated with a touchscreen that operate wired or wirelessly, and directly or indirectly, accept payment via coins, paper money, tokens, credit cards or other payment systems and may or may not be connected to a jukebox, or (iv) any other business or enterprise that competes with the business of the Company Group or that competes with any proposed business of the Company Group for which the Company Group has developed specific plans and is actively pursuing such plans during my employment with the Company. The foregoing restriction shall apply only to businesses or enterprises in North America or any other country in the world in which the Company Group does business, or in which the Company Group proposes to do business pursuant to specific plans that have been developed by the Company Group and are actively pursued during my employment with the Company.

9. In addition to any other remedies provided by law, if I breach this Agreement, the Company shall be entitled to injunctive relief against me.

10. I agree that this Agreement is not an employment contract and that I have the right to resign and the Company has the right to terminate my employment at any time, for any reason, with or without cause, subject to the provisions of any employment offer letter from the Company to me or any written employment agreement between the Company and me.

11. I agree that this Agreement does not purport to set forth all of the terms and conditions of my employment, and that as an employee of the Company I have obligations to the Company which are not set forth in this Agreement.

12. I agree that my obligations under paragraphs 1, 2, 3, 4, 5, 6, 7, 8 and 9 of this Agreement shall continue in effect after termination of my employment, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary on my part, and that the Company is entitled to communicate my obligations under this Agreement to any future employer or potential employer of mine.

13. I agree that if one or more provisions of this Agreement are held to be illegal under the laws of the State of New York, such illegal portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect in accordance with its terms.

14. If any provision of this Agreement is so broad, in scope or duration or otherwise, so as to be unenforceable under the laws of the State of New York, such provision shall be interpreted to be only so broad as is enforceable.



15. The exclusion of any provision from this Agreement shall not affect any other provision of this Agreement.

16. This Agreement shall be effective as of the date I commenced employment with the Company and this Agreement shall be binding upon me, my heirs, executors, assigns, and administrators and shall inure to the benefit of the Company, including its subsidiaries, and its successors and assigns.

17. This Agreement can only be modified by a subsequent written agreement executed by an executive officer of the Company and Executive.

[Remainder of page intentionally left blank—signature page follows]

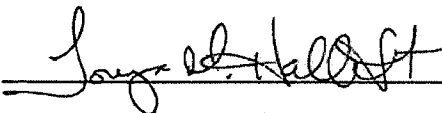
I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY, IN DUPLICATE, WITH THE UNDERSTANDING THAT ONE COUNTERPART WILL BE RETAINED BY THE COMPANY AND THE OTHER COUNTERPART WILL BE RETAINED BY ME.

Dated: April 10, 2013

Signature: 

Accepted and Agreed to:

TOUCHTUNES MUSIC CORPORATION

Signature: 

Name: Tonya M. Hallett

Title: V.P. Human Resources

[Signature Page to Employee Proprietary Information,  
Assignment of Inventions and Non-Solicitation Agreement]

PATENT  
REEL: 063153 FRAME: 0733

ATTACHMENT A

TouchTunes Music Corporation  
850 Third Avenue, 11th Floor  
New York, New York 10022

Ladies and Gentlemen:

1. The following is a complete list of Developments relevant to the subject matter of my employment by TouchTunes Music Corporation and its subsidiaries (the "Company") that have been made, conceived, first reduced to practice or suggested by me alone or jointly with others prior to my employment by the Company, and prior to my employment by \_\_\_\_\_, that I desire to clarify are not subject to the Company's Proprietary Information, Non-disclosure and Intellectual Property Assignment Agreement.

\_\_\_ No Developments

X See below:

*Technology relating to mobile wallets for credit & debit payments from a mobile phone.*

\_\_\_ Additional sheets attached

2. I propose to bring to my employment the following materials and documents of a former employer:

X No materials or documents

\_\_\_ See below:

Signature: \_\_\_\_\_

Name of  
Employee: \_\_\_\_\_

*Robert R. Dykes*  
(please print name)