

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565665

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citizens Bank, N.A., as Collateral Agent		02/28/2020	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	TouchTunes Music Corporation
Street Address:	850 Third Avenue
Internal Address:	15th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	3990226	ALLEGRO
Registration Number:	3658975	ALLEGRO MX-1
Registration Number:	3688020	BARFLY
Registration Number:	3933995	BARFLYTV
Registration Number:	3860768	MAESTRO
Registration Number:	3532184	
Registration Number:	3506600	
Registration Number:	3332546	MYTOUCHTUNES
Registration Number:	3674606	MYTUNES. MYWAY.
Registration Number:	3534436	OVATION
Registration Number:	4701370	PLAYDIUM
Registration Number:	4099607	PLAYPORTT
Registration Number:	4176098	PLAYPORTT
Serial Number:	86023829	TANJARINE
Registration Number:	2611127	TOUCHTUNES
Registration Number:	4708795	TOUCHTUNES
Registration Number:	3367040	TOUCHTUNES
Registration Number:	2239433	TOUCHTUNES DIGITAL JUKEBOX

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4091584	TOUCHTUNES GAMES STUDIO
Registration Number:	4007867	TOUCHTUNES INTERACTIVE NETWORKS
Registration Number:	2753360	TOUCHTUNES MUSIC CORPORATION
Registration Number:	4053490	TOUCHTUNES MUSIC CORPORATION
Registration Number:	4074682	TOUCHTUNES PLAYPORTT
Registration Number:	4012723	TOUCHTUNES TV
Registration Number:	2903715	TUNE CENTRAL
Registration Number:	4498276	VIRTUO
Registration Number:	3479741	BARFLY INTERACTIVE NETWORKS

CORRESPONDENCE DATA

Fax Number: 2165790212

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: 216-586-7129

Email: clkiedrowski@jonesday.com

Correspondent Name: Carrie L. Kiedrowski, Jones Day

Address Line 1: 901 Lakeside Avenue

Address Line 4: Cleveland, OHIO 44114-1190

NAME OF SUBMITTER:	Carrie L. Kiedrowski
SIGNATURE:	/Carrie L. Kiedrowski/
DATE SIGNED:	03/06/2020

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of February 28, 2020 (this "Release") is made by CITIZENS BANK, N.A., as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties (as defined in the Security Agreement referred to below) in favor of TOUCHTUNES MUSIC CORPORATION, a Delaware corporation (the "Grantor").

1.

Pursuant to the Security Agreement, dated as of May 31, 2015 entered into by the Grantor, each other grantor party thereto, and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor and Collateral Agent entered into that certain Second Lien Trademark Security Agreement, dated as of May 31, 2015 and recorded in the United States Patent and Trademark Office on September 24, 2015, at Reel 5629, Frame 0683 (the "Trademark Security Agreement"), and pursuant to the Security Agreement and Trademark Security Agreement, the Grantor granted to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including the foregoing identified on Schedule A hereto and incorporated herein by reference.

2.

The Collateral Agent, without representation, warranty or recourse of any sort, hereby terminates, releases and discharges the grant of and all of its lien on and security interest in, all right, title and interest in, to and under the Trademark Collateral granted under the Trademark Security Agreement, including the foregoing identified on Schedule A hereto and incorporated herein by reference. Any right, title or interest of the Collateral Agent in such Trademark Collateral shall hereby cease and become void. This Release does not terminate, release or discharge the Collateral Agent's security interest in any intellectual property or any other asset of the Grantor other than the Trademark Collateral.

3.

The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary and requested by the Grantor to effect the release of the security interest contemplated hereby, at the Grantor's expense. The Collateral Agent hereby authorizes the Grantor or the Grantor's authorized representative to record this Release with the United States Patent and Trademark Office.

4.

This Release 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 by telecopier or by electronic .pdf copy of an executed

counterpart of a signature page to this Release shall be effective as delivery of an original executed counterpart of this Release.

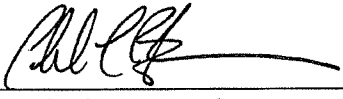
5.

This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

(Signature page follows)

IN WITNESS WHEREOF, Collateral Agent has caused this document to be executed on its behalf as of the date first written above.

CITIZENS BANK, N.A.
as Collateral Agent

By:  _____

Name: Charles T. Bender
Title: Vice President

Address: 20 Cabot Road
Medford, Massachusetts 02155

[Signature Page to Trademark Release]

TRADEMARK
REEL: 006884 FRAME: 0378

Schedule A

Released Trademarks

<u>Title</u>	<u>Status</u>	<u>Filing Date</u>	<u>Registration No.</u>
ALLEGRO	Registered	10 Mar 2006	3,990,226
ALLEGRO MX-1	Registered	24 Mar 2008	3,658,975
BARFLY	Registered	21 Nov 2007	3,688,020
BARFLY TV & Design	Registered	27 Apr 2010	3,933,995
MAESTRO	Registered	3 May 2006	3,860,768
MISCELLANEOUS (Design of Fly)	Registered	21 Nov 2007	3,532,184
MISCELLANEOUS DESIGN (CLEFT SIGN)	Registered	5 May 2006	3,506,600
MYTOUCHTUNES	Registered	2 May 2006	3,332,546
MYTUNES. MYWAY.	Registered	5 May 2006	3,674,606
OVATION	Registered	4 Apr 2006	3,534,436
PLAYDIUM	Registered	17 Apr 2014	4,701,370
PLAYPORTT	Registered	15 Oct 2008	4,099,607
PLAYPORTT	Registered	15 Oct 2008	4,176,098
TANJARINE	Pending - ITU	30 Jul 2013	App. No. 86/023829
TOUCHTUNES	Registered	11 Feb 1999	2,611,127
TOUCHTUNES	Registered	22 Apr 2013	4,708,795
TOUCHTUNES (Stylized)	Registered	5 May 2006	3,367,040
TOUCHTUNES DIGITAL JUKEBOX	Registered	10 Feb 1997	2,239,433
TOUCHTUNES GAMES STUDIO	Registered	10 Oct 2007	4,091,584
TOUCHTUNES INTERACTIVE NETWORKS & Design	Registered	8 Jun 2010	4,007,867
TOUCHTUNES MUSIC CORPORATION	Registered	9 Feb 1999	2,753,360

TOUCHTUNES MUSIC CORPORATION	Registered	19 Aug 2009	4,053,490
TOUCHTUNES PLAYPORTT	Registered	23 Oct 2007	4,074,682
TOUCHTUNES TV & Design	Registered	1 Dec 2010	4,012,723
TUNE CENTRAL	Registered	12 Sep 2002	2,903,715
VIRTUO	Registered	14 Mar 2011	4,498,276
SOUNDJACK	Pending	09 Jan 2014	App. No. 79/150614
BARFLY INTERACTIVE NETWORKS	Registered	21 Nov 2007	3,479,741

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