

03-22-1999

FORM PTO-1594
(Rev 5-93)

MRD
3-15-99



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

100989102

To the Honorable Commissioner o

original documents or copy thereof.

1. Name of conveying party(ies):

COINSTAR, INC.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: Delaware

Other:

Additional name(s) of conveying party(ies) attached? [] Yes [X] No

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: February 19, 1999

2. Name and address of receiving party(ies):

Name: IMPERIAL BANK
Address: 226 Airport Parkway
City: San Jose State: CA Zip: 95110

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State:

Other: a California chartered bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? [] Yes [x] No

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)

- 75/262,499
- 75/288,648
- 74/575,143
- 75/407,435

B. Trademark Registration No.(s)

- 1,904,944
- 2,095,425

Additional numbers attached? [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Erin O'Brien
Internal Address: GRAY CARY WARE & FREIDENRICH
400 Hamilton Avenue
Palo Alto, California 94301

6 Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 07-1907

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Erin O'Brien
Name of Person Signing

Erin O'Brien
Signature

March 12, 1999
Date

Total number of pages comprising cover sheet: [18]

Mail Documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

PA\887950.1
1090371-912500

TRADEMARK
REEL: 1870 FRAME: 0467

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is made as of February 19, 1999 by and between Coinstar, Inc., a Delaware corporation ("Borrower"), and Imperial Bank, as agent for the Lenders as defined in the Credit Agreement described below ("Agent").

RECITALS

A. Borrower, certain financial institutions (each, a "Lender" and collectively, the "Lenders"), and Agent have entered into a Credit Agreement of even date herewith (said Credit Agreement, as it may hereafter be amended from time to time, being the "Credit Agreement," the terms defined therein and not otherwise defined herein being used herein as therein defined), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrower.

B. It is a condition precedent to the initial extensions of credit by Lenders under the Credit Agreement that Borrower shall have granted the security interests and undertaken the obligations contemplated by this Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Borrower's obligations and liabilities of every nature, now or hereafter existing, under or arising out of or in connection with the Credit Agreement or otherwise, and all extensions or renewals thereof, whether for principal, interest, fees, expenses, indemnities or otherwise, whether voluntary or involuntary, direct or indirect, absolute or contingent, liquidated or unliquidated, whether or not jointly owed with others, and whether or not from time to time decreased or extinguished and later increased, created or incurred, and all or any portion of such obligations or liabilities that are paid, to the extent all or any part of such payment is avoided or recovered directly or indirectly from Agent or a Lender as a preference, fraudulent transfer or otherwise (all such obligations and liabilities being the "Underlying Debt"), and all obligations of every nature of Borrower now or hereafter existing under this Agreement (all such obligations, together with the Underlying Debt, being the "Secured Obligations"), Borrower hereby assigns, transfers, conveys and grants to Agent, for the benefit of Agent and Lenders a first priority security interest, as security, in and to Borrower's entire right, title and interest in, to and under the following (in each case whether now or hereafter existing, created, acquired or held, and all of which shall collectively be called the "Intellectual Property Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof that is created by Borrower, whether published or unpublished and whether or not the same also

constitutes a trade secret, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products;

(c) Any and all design rights which may be available to Borrower;

(d) All patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Right to the proceeds (excluding attorneys' and other professional and expert fees and expenses) arising from any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue on behalf of and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Borrower authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement.

3. Covenants and Warranties. Borrower represents, warrants, covenants and agrees as follows:

(a) Borrower is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Borrower to its customers in the ordinary course of business;

(b) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Borrower is party or by which Borrower is bound.

(c) During the term of this Agreement, Borrower will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Borrower in the ordinary course of business or as set forth in this Agreement;

(d) Each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Borrower shall promptly advise Agent of any change in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of the Borrower in or to any Trademark, Patent or Copyright not specified in this Agreement;

(f) Borrower shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (ii) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Agent in writing of material infringements detected and (iii) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Agent, which shall not be unreasonably withheld.

(g) Borrower shall promptly register the most recent version of any of Borrower's Copyrights, if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further actions as Agent may reasonably request from time to time to perfect or continue the perfection of Agent's interest in the Intellectual Property Collateral;

(h) This Agreement creates in favor of Agent a valid security interest in the Intellectual Property Collateral in the United States listed on the Exhibits hereto securing the payment and performance of the obligations evidenced by the Credit Agreement and the Notes, and upon the filing of the UCC financing statements in the appropriate jurisdictions and making the filings referred to in clause (i) below, a perfected first priority security interest in such collateral;

(i) Except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests created hereunder, and except for the filing of the UCC financing statements, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Borrower of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Borrower in the U.S. or (ii) for the perfection in the United States or the exercise by Agent of its rights and remedies hereunder;

(j) All information heretofore, herein or hereafter supplied to Agent by or on behalf of Borrower with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

(k) Borrower shall not enter into any agreement that would impair or conflict with Borrower's obligations hereunder without Agent's prior written consent, which consent shall not be unreasonably withheld. Borrower shall not permit the inclusion in any contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Borrower's rights and interests in any property included within the definition of the Intellectual Property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts, and except that Borrower shall not be prohibited from granting non-exclusive licenses, or entering into marketing and distribution agreements in the normal course of its business.

(l) Upon any executive officer of Borrower obtaining actual knowledge thereof, Borrower will promptly notify Agent in writing of any event that materially adversely affects the value of the Intellectual Property Collateral, the ability of Borrower to dispose of any Intellectual Property Collateral or the rights and remedies of Agent in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Agent's Rights. Agent shall have the right, but not the obligation, to take, at Borrower's sole expense, any actions that Borrower is required under this Agreement to take but which Borrower fails to take, after fifteen (15) days' notice to Borrower. Borrower shall reimburse and indemnify Agent for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Borrower hereby grants to Agent and its employees, representatives and agents the right to visit, upon reasonable notice and during reasonable hours, any of Borrower's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto as often as may be reasonably requested, but not more than once in each calendar quarter if no Event of Default has occurred.

6. Further Assurances: Attorney in Fact.

(a) On a continuing basis, Borrower will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Agent, to perfect Agent's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Agent the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Borrower hereby irrevocably appoints Agent as Borrower's attorney-in-fact, with full authority in the place and stead of Borrower and in the name of

Borrower, from time to time in Agent's discretion, to take any action and to execute any instrument which Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including:

(i) To modify, in its sole discretion, this Agreement without first obtaining Borrower's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Borrower after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Borrower no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Borrower where permitted by law.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default occurs under the Credit Agreement; or

(b) Borrower breaches any warranty or agreement made by Borrower in this Agreement and, as to any breach that is capable of cure, Borrower fails to cure such breach within ten (10) days of the occurrence of such breach.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Agent shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Borrower to assemble the Intellectual Property Collateral and any tangible property in which Agent has a security interest and to make it available to Agent at a place designated by Agent. Agent shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Agent to exercise its rights and remedies upon the occurrence and during the continuation of an Event of Default. Borrower will pay any expenses (including reasonable attorneys' fees) incurred by Agent in connection with the exercise of any of Agent's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Agent's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Borrower agrees to defend, indemnify and hold harmless Agent, the Lenders and each of their officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Agent as a result of or in any way arising out of, following or consequential to transactions between Agent and Borrower, whether under this Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Agent's gross negligence or willful misconduct.

10. Reassignment. At such time as Borrower shall completely satisfy all of the Secured Obligations, Agent shall execute and deliver to Borrower all deeds, assignments and other instruments as may be necessary or proper to revest in Borrower full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Agent pursuant hereto.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. California Law and Jurisdiction. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Borrower and Agent consent to the exclusive jurisdiction of any state or federal court located in the County of Santa Clara, State of California.

15. Waiver of Jury Trial. EACH PARTY HERETO HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING WITHOUT LIMITATION CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT FOR EACH SUCH PARTY TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH SUCH PARTY HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT AND THAT EACH SUCH PARTY WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT EACH SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT EACH SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

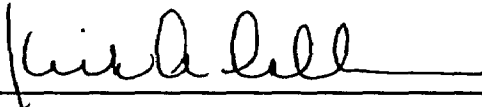
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address of Borrower:

P.O. Box 91258
Bellevue, WA 98009
Attention: Kirk Collamer

Borrower:

COINSTAR, INC.

By: 


Title: VP & CFO

Address of Agent:

226 Airport Parkway
San Jose, CA 95110-1024
Attention: Corporate Banking Center

Agent:

IMPERIAL BANK

By: 

Title: Vice President

Exhibit A Patents

See Attached Sheets

COINSTAR, INC.

STATUS REPORT

YOUR REF.	FILE NO.	COUNTRY	SERIAL NO.	FILING DATE	PAT. NO.	ISSUE DATE	TITLE	STATUS
Original	3730-901	U.S.A.	08/255,539	June 6, 1994	5,564,546	October 15, 1996	COIN COUNTER/SORTER AND COUPON/YOUCHER DISPENSING MACHINE AND METHOD	Issued First maintenance fee due 4/15/2000
	3730-901	PCT	PCT/US93/08228	September 1, 1993			COIN COUNTER/SORTER AND COUPON/YOUCHER DISPENSING MACHINE AND METHOD	National phase entered
	3730-901	EUROPE	93921282.5	September 1, 1993			COIN COUNTER/SORTER AND COUPON/YOUCHER DISPENSING MACHINE AND METHOD	Awaiting first Office Action Annuity due annually 9/1/98
	3730-901	CANADA	2143943	September 1, 1993			COIN COUNTER/SORTER AND COUPON/YOUCHER DISPENSING MACHINE AND METHOD	Annuity due annually 9/1/98 expedited examination requested Response to Office Action sent to CA associate on 8/26/98
Original Continuation	3730-901-2	U.S.A.	08/689,826	August 12, 1996			COIN COUNTER/SORTER AND COUPON/YOUCHER DISPENSING MACHINE AND METHOD	Appellants Reply Brief filed 10/27/98
Coinstar CIP	3730-901-1	U.S.A.	08/237,486	May 3, 1994	5,620,079	April 15, 1997	COIN COUNTER/SORTER AND COUPON/YOUCHER DISPENSING MACHINE AND METHOD	Issued. First maintenance fee due 10/15/2000
	3730-901-1	PCT	US95/05356	May 1, 1995			COIN COUNTER/SORTER AND COUPON/YOUCHER DISPENSING MACHINE AND METHOD	National phase entered
	3730-901-1	AUSTRALIA	24636/95	December 2, 1996			COUPON/YOUCHER DISPENSING MACHINE AND METHOD	Annuity due annually beginning 5/1/98 Notice of Acceptance issued (claims 1-16)
	3730-901-1-AU-DIV-1	Australia	71948/98	June 17, 1998			COUPON/YOUCHER DISPENSING MACHINE & METHOD	Regular Exam to be requested by 1/22/99 First Annual tax due 5/1/2000

YOUR REF.	FILE NO.	COUNTRY	SERIAL NO.	FILING DATE	PAT. NO.	ISSUE DATE	TITLE	STATUS
	3730-901-1-AU-DIV-2	Australia	71949/98	June 17, 1998			COUPON/VOUCHER DISPENSING MACHINE & METHOD	Regular Exam to be requested by 1/22/99 First Annual tax due 5/1/2000
	3730-901-1	CANADA	2,189,330	May 1, 1995			COUPON/VOUCHER DISPENSING MACHINE AND METHOD	Annuity due annually 5/1 Special Order to Expedite granted Response to Office Action to OA due 9/22/98 submitted to CA associate 8/26
	37340-901-1-CA-DIV1	CANADA	2,235,925	June 17, 1998			COUPON/VOUCHER DISPENSING MACHINE AND METHOD	Requested Special Order to Expedite granted in parent apply here Awaiting first Office Action
	37340-901-1-CA-DIV2	CANADA	2,235,926	June 17, 1998			COUPON/VOUCHER DISPENSING MACHINE AND METHOD	Requested Special Order to Expedite granted in parent apply here Awaiting first Office Action
	3730-901-1	EUROPE	95918879.8	May 1, 1995			COUPON/VOUCHER DISPENSING MACHINE AND METHOD	Received first Office Action Annuity due annually 5/1
	3730-901-1	JAPAN	528451/1995	November 5, 1996			COUPON/VOUCHER DISPENSING MACHINE AND METHOD	Request for Examination due 5/1/2002
	3730-901-1	MEXICO	9605331	November 1, 1996			COUPON/VOUCHER DISPENSING MACHINE AND METHOD	Awaiting first Office Action
CIP Continuation	3730-901-3	U.S.A.	08/834,952	April 7, 1997	5,799,767	September 1, 1998	COIN COUNTER/SORTER AND COUPON/VOUCHER DISPENSING MACHINE AND METHOD	Issued 9/1/98 First Maintenance due 2/1/02
	3730-901-3-1	U.S.A.	09/022,892	February 12, 1998			CLEANING APPARATUS AND METHOD FOR A COIN COUNTER AND VOUCHER DISPENSER	Awaiting First Office Action
Coins that Count	3730-901-4	U.S.A.	08/852,328	May 7, 1997			DONATION TRANSACTION METHOD AND APPARATUS	Allowed, Issue Fee due 3/28/99
Networked	3730-901-5	U.S.A.	08/924,101	September 5, 1997			NETWORKED COIN COUNTER & VOUCHER DISPENSER	Response to Office Action filed 9/28/98
Restricted Access	3730-901-6	U.S.A.	08/924,098	September 5, 1997			RESTRICTED ACCESS COIN COUNTER	Response to Office Action due 2/25/99
E.F.T.	3730-901-7	U.S.A.	08/923,951	September 5, 1997			ELECTRONIC TRANSFER FROM A COIN COUNTER	Response to Office filed 8/27/98
Internal Store Counting	3730-901-8	U.S.A.	08/923,925	September 5, 1997			INTERNAL STORE COUNTING USING A COIN COUNTER AND COUPON DISPENSER	Abandoned in favor of 901-8-CON

13730STATUS.RPT
January 4, 1999

YOUR REF.	FILE NO.	COUNTRY	SERIAL NO.	FILING DATE	PAT. NO.	ISSUE DATE	TITLE	STATUS
	3730-901-8-CON	USA		January 4, 1999				Awaiting Missing Parts
Functional	3730-901-9	U.S.A.						Not Yet Filed
CIP-CON	3730-901-10	U.S.A.	09/035,273	March 9, 1998			COIN COUNTER & VOUCHER DISPENSING MACHINE AND METHOD	Awaiting First Office Action
Dejammer	3730-902	U.S.A.	08/431,070	April 27, 1995	5,746,299	May 5, 1998	COIN COUNTER DEJAMMING METHOD AND APPARATUS	Issued 5/5/98 First Maintenance due 11/5/2001
CIP Dejammer	3730-902-1	U.S.A.	09/019,265	February 5, 1998			COIN COUNTER DEJAMMING METHOD AND APPARATUS	Response to First Office Action due 3/18/99
Ansel	3730-903	U.S.A.	08/672,639	June 28, 1996			COIN SENSING APPARATUS AND METHOD	Converted to provisional and automatically abandoned in favor of Div 1 (903-4) and Div 2 (903-5)
Ansel Div 1	3730-903-4	U.S.A.	08/882,703	June 25, 1997			COIN SENSING APPARATUS AND METHOD	Response to Office Action due 2/3/99
Ansel Div 1	3730-903-5	U.S.A.	08/882,701	June 25, 1997			COIN SENSING APPARATUS AND METHOD	Response to Office Action due 2/5/99
Ansel CIP	3730-903-2	U.S.A.	08/807,046	Feb. 24, 1997			COIN SENSING APPARATUS AND METHOD	Abandoned
Cascade	3730-903-3	U.S.A.	08/883,780	June 27, 1997			COIN DISCRIMINATION APPARATUS AND METHOD	Amendment filed 12/9/98
	3730-903-3-PCT	PCT	PCT/US97/11174	June 27, 1997			COIN DISCRIMINATION APPARATUS AND METHOD	CH II demand filed 1/28/98 National Phase Due 12/28/98
	3730-903-3-CIP	U.S.A.	09/105,403	June 26, 1998			COIN DISCRIMINATION APPARATUS AND METHOD	Missing Parts filed 10/22/98 Awaiting First Office Action
	3730-903-3-CIP-PCT	PCT		June 26, 1998			COIN DISCRIMINATION APPARATUS AND METHOD	International Search Report received
Genesis	3730-906	U.S.A.	08/883,655	June 27, 1997			POSITIVE DRIVE COIN DISCRIMINATION APPARATUS AND METHOD	Awaiting first Office Action (Status Letter filed 10/15/98)
	3730-906-PCT	PCT	PCT/US97/11166	June 27, 1997			POSITIVE DRIVE COIN DISCRIMINATION APPARATUS AND METHOD	Withdraw Priority Claim Chapter II Demand Due 1/27/99
Trommel	3730-904	U.S.A.	60/012,964	March 7, 1996			METHOD AND APPARATUS FOR CONDITIONING COINS PRIOR TO TRANSPORT, SORTING AND COUNTING	Automatically abandoned in favor of 904-1 (Trommel CIP)

YOUR REF.	FILE NO.	COUNTRY	SERIAL NO.	FILING DATE	PAT. NO.	ISSUE DATE	TITLE	STATUS
Trommel CIP	3730-904-1	U.S.A.	08/807,340	Feb. 28, 1997	5,842,916	12/1/98	METHOD AND APPARATUS FOR CONDITIONING COINS PRIOR TO TRANSPORT, SORTING AND COUNTING	1st Maintenance Fee due 6/1/2002
	3730-904-1 PCT	PCT	PCT/US97/03136	Feb. 28, 1997			METHOD AND APPARATUS FOR CONDITIONING COINS PRIOR TO TRANSPORT, SORTING AND COUNTING	Entered National Phase September 7, 1998
	3730-904-1- AU	Australia	19808/97					Awaiting Serial Number
	3730-904-1- CA	Canada						Awaiting Serial Number
	3730-904-1- CH	China						Awaiting Serial Number
	3730-904-1- EP	Europe	97907936.5					Awaiting Serial Number
	3730-904-1- JP	Japan						Awaiting Serial Number
Trommel CIP-CON	3730-904-2	U.S.A.	09/042,784	March 17, 1998			METHOD AND APPARATUS FOR CONDITIONING COINS PRIOR TO DISCRIMINATION	Awaiting First Office Action Third Preliminary Amendment filed 11/2/98
Locking Lid	3730-905	U.S.A.	08/883,776	June 27, 1997			COIN BIN WITH LOCKING LID	Awaiting response to Amendment
	3730-905- PCT	PCT	PCT/US98/13297	June 26, 1998			COIN BIN WITH LOCKING LID	Chapter II filed September 11, 1998 Written Opinion received
	3730-905- AU	Australia	73227/98	June 26, 1998				Awaiting first Office Action
	3730-905- CA	Canada	2,234,366	April 8, 1998				Awaiting first Office Action
	3730-905- GB	Great Britain	9812648.5	June 11, 1998				Awaiting first Office Action
Capacitor Sensing	3730-907	U.S.A.					CAPACITIVE COIN SENSING METHOD AND APPARATUS	Not filed
Bar Code Encryption	3730-908	U.S.A.	09/178,441	October 23, 1998			VOUCHER CODING FOR SELF-SERVICE COIN DISCRIMINATOR	Awaiting first Office Action
Magic Coin	3730-909	U.S.A.	09/128,440	August 4, 1998			COIN COUNTER PRIZE-AWARDING METHOD AND APPARATUS	Awaiting First Office Action

YOUR REF.	FILE NO.	COUNTRY	SERIAL NO.	FILING DATE	PAT. NO.	ISSUE DATE	TITLE	STATUS
Lemon Patent	3730-910						Study of U.S. Patent 4,674,041	no current projects
Third Party Encryption	3730-911							In preparation
	3730-912	U.S.A.					CO-BRANDED BANKING METHOD AND APPARATUS	Paperless coupon search results sent to Mr. Pesch
Paper Patent	3730-913-PROV	U.S.A.	60/105,508	October 23, 1998			COIN-DISCRIMINATOR VOUCHER ANTI-COUNTERFEITING METHOD AND APPARATUS	Regularized patent application due 10/23/99
Electronic Shopping List	3730-914-PROV							

Exhibit B Trademarks

See Attached Sheets

Country	Appl Date	Serial No.	Status	Description
Coins that Count Design Mark				
USA	04/18/97	75/262,499	Issued	
Coins that Count Word Mark				
USA	05/08/97	75/288,648	Issued	
Coinstar Colors-Blue & Green				
USA	05/18/98		Awaiting Office Action	
Coinstar Design Mark				
Canada	07/16/97	851,062	Received Notice of Publicatio	
USA	09/19/94	74/575143	Issued	
Mexico	08/27/97	305,885	Issued	
Coinstar Designmark				
Japan	11/21/97	179477/1997	Filed Statement of Use	
Coinstar Word Mark				
USA	08/12/93	1,904,944	Issued	"COINSTAR" word mark
Canada	07/16/97	851,063	Received Notice of Publicatio	
Mexico	08/27/97	305,884	Issued	
Coinstar Word Mark - Charitable Donations				
USA	08/12/93	2,095,425	Issued	
Coinstar Word Mark - Int'l				
European Community	04/01/96	178,285	Awaiting Office Action or Noti	
Coinstar WordMark				
Japan	11/21/97	179476/1997	Filed Statement of Use	
Kids Making Change-Word Mark				
US			Application being drawn up	
Kids Making Change Word Mark				
USA	12/18/97	75/407435	Filed Application	

Exhibit C Copyrightable Works

See Attached Sheets

Copyrights

Coinstar Application (software which manages the user interface and controls the processing on the Coinstar machine)

RSI (Remote Service Interface used by FE's to dial in to the Coinstar machine)

ARTS (used by AC's to record coins processed)

EPPS (used to pay partners and to generate GL entries)

AFAX (used to automatically email or fax partners their reports)

Machine Status (Notes database to track daily status of Coinstar machines)

RIC (Notes database to report summary management information)

Ansel Software