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Form PTO-1594 (Rev. 6-93) RECO

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Honorable Commissioner of P

ginal documents or copy thereof.

1. Name of conveying party(ies):
 Meals.com, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: Delaware Corporation
 Other _____

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

4. Name of assignee party(ies):
 Name: Coinstar, Inc.
 Internal Address: _____
 Street Address: 1800 114th Avenue S.E.
 City: Bellevue State: WA ZIP: 98004

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware Corporation
 Other _____

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 No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: February 10, 2000

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
75/618,225

Additional numbers attached? Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Heidi L. Sachs
 Internal Address: Perkins Coie LLP

Street Address: 1201 Third Avenue, Suite 4800

City: Seattle State: WA ZIP: 98101

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00
 Enclosed

Authorized to be charged to deposit account
 Charge any additional fees/credit any overpayment to
 Deposit Account No. 50-0665

8. Deposit account number:

 (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.

Heidi L. Sachs Heidi Sachs February 17, 2000
 Name of Person Signing Signature Date

02/24/2000 DNGUYEN 00000278 75618225 Total number of pages comprising cover sheet, attachments and document: 5

01 FC:481 40.00 DP Do NOT DETACH THIS PORTION

Mail documents to be recorded with required cover sheet information to:
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Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011). Washington, D.C. 20503.

**EXHIBIT B
to Security Agreement**

**AGREEMENT
(Trademark)**

THIS AGREEMENT (TRADEMARK) ("Agreement"), dated as of February 10, 2000, is between MEALS.COM, INC., a Delaware corporation ("Grantor"), and COINSTAR, INC., a Delaware corporation ("Lender").

WITNESSETH

WHEREAS, pursuant to a Senior Secured Note dated as of February 10, 2000 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Note"), executed by Grantor for the benefit of Lender, Lender has committed to make certain loans to Grantor;

WHEREAS, in connection with the Note, Grantor has executed and delivered a Security Agreement, dated as of the date hereof (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, as a condition precedent to the making of additional advances under the Note, Grantor is required to execute and deliver this Agreement and to grant to Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lender to make advances to Grantor pursuant to the Note, Grantor agrees with Lender as follows:

1. Definitions

Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

2. Grant of Security Interest

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, Grantor does hereby mortgage, pledge and hypothecate to Lender, and does hereby grant to Lender a security interest in, for

its benefit and the benefit of Lender, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not; and all common law rights thereto, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country;

(b) all Trademark licenses, including each Trademark license referred to in Attachment I hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in clauses (a), (b), and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by Grantor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

3. Security Agreement

This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Lender under the Security Agreement. The Security Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

4. Release of Security Interest

Upon payment in full of all Secured Obligations, Lender shall, at Grantor's expense, execute and deliver to Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

5. Acknowledgment

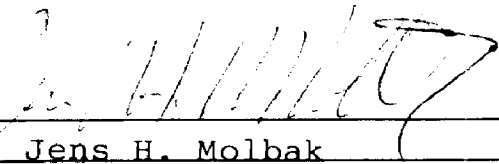
Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

6. Counterparts

This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

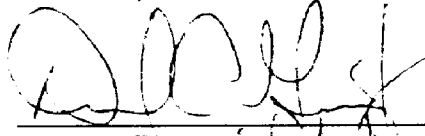
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MEALS.COM, INC.

By 
Name: Jens H. Molbak
Title: President

Notice Address:
1800-114th Avenue 8E
P.O. Box 91258
Bellevue, Washington 98004
Attention: Chief Executive Officer
Facsimile No.: (425) 637-0045

COINSTAR, INC.

By 
Name: Daniel A. Gendron
Title: President & CEO