

04-30-2002



To the Honorable Commissioner of Patents and Trademarks

102075776

prints or copy thereof.

1. Name of conveying party(ies):

Coinstar, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State DE
- Other \_\_\_\_\_

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

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

Name: Bank of America, N.A., in its capacity as Administrative Agent for itself, the Lenders and the L/C Issuer, as each is defined in the attached Security Agreement.

Street Address: 700 Louisiana Street, Seventh Floor

City: Houston State: TX Zip Code: 77002

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other National Association/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  No

3. Nature of conveyance:

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

Execution Date: April 17, 2001

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

A. Trademark Application No.(s)  
(See attached Exhibit)

B. Trademark Registration No.(s)  
(See attached Exhibit)

Additional numbers attached?  Yes  No

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

Name: Stan Jensen, Esq.  
 Internal Address: Bracewell & Patterson, L.L.P.  
Suite 2900  
 Street Address: 711 Louisiana Street  
 City: Houston State: TX ZIP: 77002-2781

6. Total number of applications and registrations involved: 26

7. Total fee (37 CFR 3.41): .....\$ 665.00

- Enclosed
- Authorized to be charged to deposit account

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.

Don Rench  
 Don Rench, Corporate Secretary, Coinstar, Inc.

4/18/02  
 Date

Total number of pages including cover sheet, attachments and document: 3

04/29/2002 LABELLER 00000171 2176543

01 FC:481  
02 FC:482

40.00 OP  
625.00 OP

DO NOT DETACH THIS PORTION

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks**

**Box Assignments**

**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.

4/18/02

[/-5121579]

**TRADEMARK**  
**REEL: 002494 FRAME: 0545**

# SCHEDULE A

## U.S. Trademark Registrations

2,176,543

1,904,944

2,095,425

2,114,426

2,161,715

2,474,769

## Pending U.S. Trademark Applications

78/085,295

78/085,294

78/085,289

78/085,288

75/928,579

75/903,332

75/903,315

75/928,578

76/031,282

76/257,371

75/407,435

78/085,290

78/085,291

78/085,292

78/085,293

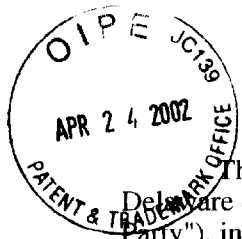
78/108346

78/108345

78/108343

78/108341

78/108340



**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Agreement dated effective as of April 18, 2002, by and between Coinstar, Inc., (the "Debtor") a Delaware corporation with principal offices in Bellevue, Washington, and Bank of America, N.A. (the "Secured Party"), in its capacity as Administrative Agent for the benefit of itself, the Lenders, and the L/C Issuer, as defined in the Security Agreement between Debtor and Secured Party, dated as of April 18, 2002.

WHEREAS, the Debtor is the owner of certain rights, title and interest in and to the associated trademark registrations and applications described on Schedule A attached to and made a part of this Agreement (the "Trademarks");

WHEREAS, the Secured Party is interested in acquiring a security interest in the Trademarks from the Debtor, and the Debtor is interested in granting such a security interest in the Patents and Trademarks to the Secured Party.

NOW, THEREFORE, the Debtor, for the sum of one United States dollar and other good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged by the Debtor:

Hereby grants to the Secured Party, its successors and assigns, a security interest in the Assignor's entire right, title, interest, and goodwill associated therewith in and to the Trademarks;

Will, upon written request of the Secured Party, its successors and assigns, execute reasonable documents to perfect the Secured Party's security interest in the Trademarks; and

Hereby represents and warrants that it is the owner of the rights granted herein and has full power and authority to grant a security interest in the Trademarks.

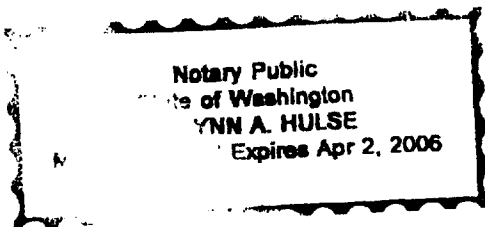
IN WITNESS WHEREOF, the Debtor has given legal effect to this Agreement by its duly authorized representative.

COINSTAR, INC.,

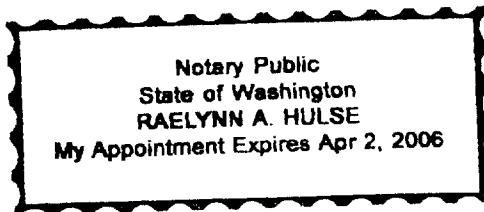
By: Donald R. Hulse  
Name: Donald R. Hulse  
Title: Secretary

STATE OF WASHINGTON §  
§  
KING COUNTY §

Personally appeared before me this 18 day of April, 2002, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.



Notary Public in and for  
The State of Washington  
Name: Raelynn Hulse  
My Commission Expires: 4/2/06



INTELLECTUAL PROPERTY SECURITY AGREEMENT



This Agreement dated effective as of April 18, 2002, by and between Coinstar, Inc., (the "Debtor") a Delaware corporation with principal offices in Bellevue, Washington, and Bank of America, N.A. (the "Secured Party"), in its capacity as Administrative Agent for the benefit of itself, the Lenders, and the L/C Issuer, as defined in the Security Agreement between Debtor and Secured Party, dated as of April 18, 2002.

WHEREAS, the Debtor is the owner of certain rights, title and interest in and to the associated trademark registrations and applications described on Schedule A attached to and made a part of this Agreement (the "Trademarks");

WHEREAS, the Secured Party is interested in acquiring a security interest in the Trademarks from the Debtor, and the Debtor is interested in granting such a security interest in the Patents and Trademarks to the Secured Party.

NOW, THEREFORE, the Debtor, for the sum of one United States dollar and other good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged by the Debtor:

Hereby grants to the Secured Party, its successors and assigns, a security interest in the Assignor's entire right, title, interest, and goodwill associated therewith in and to the Trademarks;

Will, upon written request of the Secured Party, its successors and assigns, execute reasonable documents to perfect the Secured Party's security interest in the Trademarks; and

Hereby represents and warrants that it is the owner of the rights granted herein and has full power and authority to grant a security interest in the Trademarks.

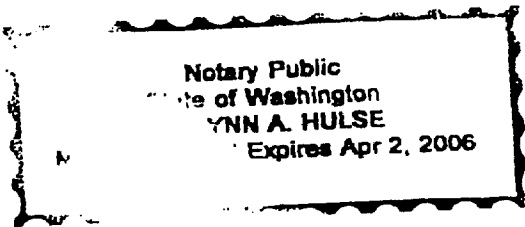
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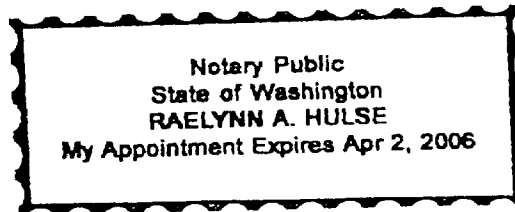
By: Donald B. Reed  
Name: Donald B. Reed  
Title: Secretary

STATE OF WASHINGTON §  
§  
KING COUNTY §

Personally appeared before me this 18 day of April, 2002, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.



Notary Public in and for  
The State of Washington  
Name: Raeleyn Hulse  
My Commission Expires: 4/2/06



# SCHEDULE A

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78/085,292

78/085,293

78/108346

78/108345

78/108343

78/108341

78/108340



70 P

711 Louisiana Street, Suite 2900  
Houston, Texas 77002-2781  
Phone: 713.223.2900  
Fax: 713.221.1212

April 23, 2002

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Re: U.S. Trademark Application: Coinstar, Inc.

Trademark Registration No(s).	2,176,543	1,904,944	2,095,425
	2,114,426	2,161,715	2,474,769
Pending Trademark Apps.:	78/085,295	78/085,294	78/085,289
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	78/085,291	78/085,292	78/085,293
	78/108346	78/108345	78/108343
	78/108341	78/108340	

Dear Sir or Madam:

Enclosed for filing are the following documents:

- 1) Intellectual Property Security Agreement,
- 2) Two checks in the amount of \$332.50 to cover the filing fee; and
- 3) Transmittal letter in duplicate.

Do not hesitate to contact me at 713-221-1436 with any questions.

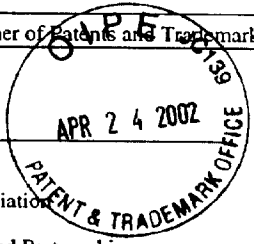
Very truly yours,

Bracewell & Patterson, L.L.P.

Theresa A. Breslin  
Legal Assistant

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.



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

Individual(s)                       Association  
 General Partnership             Limited Partnership  
 Corporation-State DE  
 Other \_\_\_\_\_

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

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Assignment                           Merger  
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Don Rench  
Don Rench, Corporate Secretary, Coinstar, Inc.

4/18/02  
Date

Total number of pages including cover sheet, attachments and document: 3



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4/18/02

[/-5121579]

**RECORDED: 04/24/2002**

**TRADEMARK  
REEL: 002494 FRAME: 0552**