

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|------------------|----------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
|------------------|----------------|

| | |
|-----------------------|-------------------|
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
|-----------------------|-------------------|

| | | | |
|----------------------|----------|----------------|-----------------------|
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Coinstar, Inc. | | 07/07/2004 | CORPORATION: DELAWARE |

| | |
|----------------------|----------------------------------------------|
| RECEIVING PARTY DATA | |
| Name: | JPMorgan Chase Bank, as Administrative Agent |
| Street Address: | P.O. Box 2558 |
| City: | Houston |
| State/Country: | TEXAS |
| Postal Code: | 77252 |
| Entity Type: | New York banking corporation: |

PROPERTY NUMBERS Total: 33

| Property Type | Number | Word Mark |
|----------------------|----------|--------------------|
| Serial Number: | 78250279 | CASH IN YOUR COINS |
| Registration Number: | 2176543 | COINS THAT COUNT |
| Registration Number: | 2095425 | COINSTAR |
| Registration Number: | 1904944 | COINSTAR |
| Serial Number: | 78085294 | COINSTAR |
| Serial Number: | 78085289 | COINSTAR |
| Serial Number: | 78085288 | COINSTAR |
| Serial Number: | 78085295 | COINSTAR |
| Serial Number: | 78108340 | COINSTAR CENTER |
| Serial Number: | 78108341 | COINSTAR CENTER |
| Serial Number: | 78108343 | COINSTAR CENTER |
| Serial Number: | 78108345 | COINSTAR CENTER |
| Serial Number: | 78108346 | COINSTAR CENTER |
| Serial Number: | 75903332 | COINSTAR SHOPPER |
| Serial Number: | 75928579 | COINSTAR SHOPPER |

OP \$840.00 78250279

| | | |
|----------------------|----------|--------------------------------------|
| Serial Number: | 75928578 | COINSTARSHOPPER.COM |
| Serial Number: | 75903315 | COINSTARSHOPPER.COM |
| Serial Number: | 78250276 | GET CASH FOR YOUR COINS |
| Serial Number: | 78250274 | GOT A JAR OF COINS AT HOME? |
| Registration Number: | 2610377 | HOW MUCH DO YOU HAVE? |
| Serial Number: | 76257371 | INTERNET RETRIEVER |
| Registration Number: | 2635593 | KIDS MAKING CHANGE |
| Serial Number: | 78420206 | SMART BAG |
| Serial Number: | 78085290 | |
| Serial Number: | 78085293 | |
| Serial Number: | 78085291 | |
| Registration Number: | 2114426 | |
| Serial Number: | 78085292 | |
| Registration Number: | 2161715 | |
| Registration Number: | 2474769 | |
| Serial Number: | 78357924 | THE FUTURE OF SELF SERVICE IS HERE |
| Serial Number: | 78250271 | TURN YOUR CHANGE INTO CASH |
| Serial Number: | 78250268 | YOU GIVE US COINS. WE GIVE YOU CASH. |

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-2254
Email: LLevy@stblaw.com
Correspondent Name: Robyn Rahbar, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

| | |
|-------------------------|-------------|
| ATTORNEY DOCKET NUMBER: | 509335/0652 |
|-------------------------|-------------|

| | |
|--------------------|-------------|
| NAME OF SUBMITTER: | Lea B. Levy |
|--------------------|-------------|

Total Attachments: 8
source=CI_TMs#page1.tif
source=CI_TMs#page2.tif
source=CI_TMs#page3.tif
source=CI_TMs#page4.tif
source=CI_TMs#page5.tif
source=CI_TMs#page6.tif
source=CI_TMs#page7.tif
source=CI_TMs#page8.tif

TRADEMARK

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of July 7, 2004 is made by Coinstar, Inc., a Delaware corporation (the "Borrower"), in favor of JPMorgan Chase Bank, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of July 7, 2004 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders, the Agent, the documentation agents and the syndication agent named therein. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a the Guarantee and Collateral Agreement, dated as of July 7, 2004, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, [Obligor/Borrower] pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower 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 the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 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 or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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.

COINSTAR, INC.

By: Donald R. Reuch
Name: *Donald R. Reuch*
Title: *Secretary*

JPMORGAN CHASE BANK
as Administrative Agent for the Lenders

By: _____
Name:
Title:

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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.

COINSTAR, INC.

By: _____
Name:
Title:

JPMORGAN CHASE BANK
as Administrative Agent for the Lenders

By: _____
Name: Gary L. Spevack
Title: Vice President
JPMorgan Chase Bank

SCHEDULE A

U.S. Trademarks Registrations and Applications

| Registrant/Applicant | Mark | Country | Class | App. No. | App. Date | Reg. |
|----------------------|-----------------------------|---------------|-------|------------|------------|-----------|
| Coinstar, Inc. | CASH IN YOUR COINS | United States | 036 | 78/250,279 | 05/15/2003 | Pending |
| | COINS THAT COUNT | United States | 036 | 75/288,648 | 05/08/1997 | 2,176,543 |
| | COINSTAR | United States | 009 | 74/423,693 | 08/12/1993 | 2,095,425 |
| | COINSTAR | United States | 009 | 74/802,295 | 08/12/1993 | 1,904,944 |
| | COINSTAR | United States | 036 | 78/085,294 | 09/24/2001 | Pending |
| | COINSTAR | United States | 041 | 78/085,289 | 09/24/2001 | Pending |
| | COINSTAR | United States | 035 | 78/085,288 | 09/24/2001 | Pending |
| | COINSTAR | United States | 035 | 78/085,295 | 09/24/2001 | Pending |
| | COINSTAR CENTER | United States | 009 | 78/108,340 | 02/12/2002 | Pending |
| | COINSTAR CENTER | United States | 035 | 78/108,341 | 02/12/2002 | Pending |
| | COINSTAR CENTER | United States | 035 | 78/108,343 | 02/12/2002 | Pending |
| | COINSTAR CENTER | United States | 041 | 78/108,345 | 02/12/2002 | Pending |
| | COINSTAR CENTER | United States | 036 | 78/108,346 | 02/12/2002 | Pending |
| | COINSTAR SHOPPER AND DESIGN | United States | 035 | 75/903,332 | 01/25/2000 | Pending |
| | COINSTAR SHOPPER AND DESIGN | United States | 035 | 75/928,579 | 02/28/2000 | Pending |
| | COINSTARSHOPPER.COM | United States | 042 | 75/928,578 | 02/28/2000 | Pending |
| | COINSTARSHOPPER.COM | United States | 035 | 75/903,315 | 01/25/2000 | Pending |
| | GET CASH FOR YOUR COINS | United States | 036 | 78/250,276 | 05/15/2003 | Pending |
| | GOT A JAR OF COINS AT HOME? | United States | 036 | 78/250,274 | 05/15/2003 | Pending |
| | HOW MUCH DO YOU HAVE? | United States | 036 | 76/031,282 | 04/21/2000 | 2,610,377 |
| | INTERNET RETRIEVER | United States | 035 | 76/257,371 | 05/14/2001 | Pending |
| | KIDS MAKING CHANGE | United States | 016 | 75/407,435 | 12/18/1997 | 2,635,593 |
| | SMART BAG | United States | 036 | 78/420,206 | 05/17/2004 | Pending |
| | STAR AND COIN DESIGN | United States | 035 | 78/085,290 | 09/24/2001 | Pending |
| | STAR AND COIN | United States | 035 | 78/085,293 | 09/24/2001 | Pending |

| | | | | | |
|--------------------|--------|-----|------------|------------|-----------|
| DESIGN | States | | | | |
| STAR AND COIN | United | 036 | 78/085,291 | 09/24/2001 | Pending |
| DESIGN | States | | | | |
| STAR AND COIN | United | 009 | 74/575,143 | 09/19/1994 | 2,114,426 |
| DESIGN | States | | | | |
| STAR AND COIN | United | 041 | 78/085,292 | 09/24/2001 | Pending |
| DESIGN | States | | | | |
| STAR, HEART AND | United | 036 | 75/262,499 | 03/24/1997 | 2,161,715 |
| COIN DESIGN | States | | | | |
| THE COLORS BLUE | United | 009 | 75/492,534 | 05/18/1998 | 2,474,769 |
| AND GREEN | States | | | | |
| THE FUTURE OF SELF | United | 036 | 78/357,924 | 01/27/2004 | Pending |
| SERVICE IS HERE | States | | | | |
| TURN YOUR CHANGE | United | 036 | 78/250,271 | 05/15/2003 | Pending |
| INTO CASH | States | | | | |
| YOU GIVE US COINS. | United | 036 | 78/250,268 | 05/15/2003 | Pending |
| WE GIVE YOU CASH. | States | | | | |