

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coinstar, Inc.		12/31/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Redbox Automated Retail, LLC		
Street Address:	One Tower Lane		
Internal Address:	Suite 1200		
City:	Oakbrook Terrace		
State/Country:	ILLINOIS		
Postal Code:	60181		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2834371	DVDXPRESS	
Registration Number:	2858046	DVD EXPRESS	
Registration Number:	2788849	DVDXPRESS RENTALS	
CORRESPONDENCE DATA			
Fax Number:	(206)359-9000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(206) 359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Matthew Schneller c/o Perkins Coie LLP		
Address Line 1:	1201 Third Avenue		
Address Line 2:	Suite 4800		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	21382-4000		
NAME OF SUBMITTER:	Matthew D. Schneller		

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TRADEMARK
REEL: 004147 FRAME: 0365

Signature:	/Matthew D. Schneller/
Date:	02/10/2010
Total Attachments: 3 source=DVDXPRESS Assignment Document#page1.tif source=DVDXPRESS Assignment Document#page2.tif source=DVDXPRESS Assignment Document#page3.tif	

ASSIGNMENT OF TRADEMARKS

WHEREAS, Coinstar, Inc., a Delaware corporation ("*Assignor*"), has owned and used in its business each of the trademarks listed in Annex A attached hereto and incorporated herein by reference (all of such trademarks, registrations and applications for registration are herein referred to as the "*Trademarks*");

WHEREAS, Assignor, Redbox Automated Retail, LLC, a Delaware limited liability company ("*Assignee*") and Sesame Holdings, Inc. entered into a Contribution and Assumption Agreement (the "*Agreement*") effective as of 12:00 a.m. on January 1, 2010 (the "*Effective Time*");

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to each of the Trademarks; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Assignor, effective as of the Effective Time Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized thereby.

This Assignment of Trademarks shall inure to the benefit of and be binding upon Assignee and Assignor and their respective successors and assigns.


Nothing in this Assignment of Trademarks supersedes, expands, or extinguishes any of the obligations, agreements, covenants or warranties of Assignor or Assignee contained in the Agreement. If any conflict exists between this Assignment of Trademarks and the Agreement, then the terms of the Agreement shall govern and control.

[Signature page follows]

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Assignment of Trademarks as of this 31st day of December, 2009.

ASSIGNOR:

COINSTAR, INC.

By 
Name: DONALD R. KOCH
Title: GENERAL COUNSEL + CO. SECRETARY

Annex A

to Assignment of Trademarks

**U.S. Trademark Registrations
and Applications Therefor**

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
DVDXpress	78181407	11/4/02	2834371	4/20/04
DVDEpress	78266319	6/24/03	2858046	6/29/04
DVDXpress Rentals	78181733	11/5/02	2788849	12/2/03