

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Partial Release and Reconveyance		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A. as Administrative Agent		05/25/2010	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Coinstar, Inc.		
<b>Street Address:</b>	1800 114th Avenue S.E.		
<b>City:</b>	Bellevue		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98004		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78089443	TOP-UP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(206)359-9160		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	206-359-8160		
<b>Email:</b>	crachina@perkinscoie.com		
<b>Correspondent Name:</b>	Corina Rachina		
<b>Address Line 1:</b>	1201 3rd Avenue		
<b>Address Line 2:</b>	Suite 4800		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98101		
<b>ATTORNEY DOCKET NUMBER:</b>	21382-0037		
<b>NAME OF SUBMITTER:</b>	Corina Rachina/Perkins Coie LLP		
<b>Signature:</b>	/s/ Corina Rachina		

OP \$40.00 78089443

**900163151**

**TRADEMARK  
 REEL: 004213 FRAME: 0672**

Date:

05/26/2010

**Total Attachments: 3**

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**PARTIAL RELEASE AND RECONVEYANCE**  
**(in Security Interests in Coinstar, Inc. Trademark)**

THIS PARTIAL RELEASE AND RECONVEYANCE (this "Agreement"), dated as of May 25, 2010, is granted by Bank of America, N.A., as Administrative Agent ("Agent") for certain Lenders (defined below), in favor of Coinstar, Inc., a Delaware corporation ("Grantor").

**RECITALS**

A. Reference is made to that certain Guarantee and Collateral Agreement dated as of November 20, 2007 among Grantor, Agent, certain banks and other financial institutions ("Lenders") and certain other parties thereto (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"). Capitalized terms used but not defined herein shall have the same meanings set forth in the Guarantee and Collateral Agreement.

B. Pursuant to the Guarantee and Collateral Agreement, Grantor granted to Agent, for the benefit of Lenders, a security interest in all of Grantor's Intellectual Property, including the trademark set forth on Schedule A attached hereto (the "Trademark").

C. Agent acted to perfect its security interest in the Trademark by filing the Grant of Security Interest in Trademark Rights in the United States Patent and Trademark Office ("USPTO"), recorded on December 6, 2007 at Reel/Frame 3672-0727 (the "Grant of Security Interest").

D. Agent has agreed to release its security interest in the Trademark.

NOW, THEREFORE, in consideration of mutual promises and covenants, Agent hereby agrees as follows:

1. Agent hereby releases its security interest granted by Grantor to Agent, on behalf of Lenders, in the Trademark and all goodwill and common law rights associated therewith, unconditionally and irrevocably terminates the Grant of Security Interest with respect to the Trademark only, including any right to assignment of the Trademark, and hereby assigns to Grantor all of Agent's rights to and interest in the Trademark. This Release is limited to the Trademark set forth on Schedule A only and does not constitute a release, discharge or reconveyance of any of the other Intellectual Property subject to the Grant of Security Interest.

2. Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interests contemplated hereby.

3. This Agreement has been executed and delivered by Agent for the purpose of recording the release and reconveyance of security interest herein with the USPTO.

EXECUTED as of this \_\_\_ day of \_\_\_\_\_, 2010.

Bank of America, N.A.  
as Administrative Agent for the Lenders

By: *Anthony W. Kell*  
Name: Anthony W. Kell  
Title: Assistant Vice President

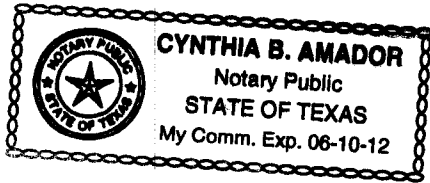
STATE OF TEXAS                    )  
  ) ss.  
COUNTY OF DALLAS            )

On this 13 day of April, 2010, before me, the undersigned, a Notary Public in and for the State of Texas, duly commissioned and sworn, personally appeared Anthony W. Kell, to me known to be the person who signed as A.V.P. of BANK OF AMERICA, N.A., the corporation that executed the within and foregoing instrument in the capacity therein stated, and acknowledged said instrument to be the free and voluntary act and deed of said corporation acting in such capacity for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ was duly elected, qualified and acting as said officer of the corporation, that \_\_\_\_\_ was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

*Cynthia B. Amador*  
(signature of notary)

Cynthia B Amador  
(print name or stamp name)



NOTARY PUBLIC in and for the  
State of Texas  
My Commission Expires: 6-10-12

**SCHEDULE A**

**Trademark**

Trademark	Application No. / Reg. No.	Country
TOP UP	78/089,443 / 3,159,660	U.S.