

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
COINSTAR, INC.		07/15/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	BANK OF AMERICA, N.A.
<b>Street Address:</b>	901 Main Street
<b>Internal Address:</b>	Mail Code: TX1-492-14-14
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75202
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 47**

Property Type	Number	Word Mark
Serial Number:	85284443	COINHEAD
Registration Number:	3503201	4TH WALL
Registration Number:	3502995	4TH WALL
Registration Number:	3313378	CASH IN YOUR COINS!
Registration Number:	3622168	CH-CHING!
Registration Number:	3622169	CH-CHING! COINSTAR COINSTAR
Serial Number:	77263177	COIN TO CARD
Serial Number:	85122390	COINS IN. MORE OUT.
Serial Number:	85122388	COINS IN. MORE OUT.
Serial Number:	85122387	COINS IN. MORE OUT.
Registration Number:	2176543	COINS THAT COUNT
Registration Number:	3107510	COINS TO CASH
Serial Number:	85161403	COINS TO THE POWER OF MORE

OP \$1190.00 85284443

Serial Number:	85161401	COINS TO THE POWER OF MORE
Serial Number:	85161395	COINS TO THE POWER OF MORE
Registration Number:	1904944	COINSTAR
Registration Number:	2095425	COINSTAR
Registration Number:	3068865	COINSTAR
Registration Number:	3068864	COINSTAR
Registration Number:	2933898	COINSTAR
Registration Number:	3782900	COINSTAR
Registration Number:	3656034	COINSTAR
Registration Number:	3782855	COINSTAR
Registration Number:	3720180	COINSTAR
Serial Number:	85116820	COINSTAR
Serial Number:	85116812	COINSTAR
Registration Number:	3060811	COINSTAR CENTER
Registration Number:	3275979	COINSTAR CENTER
Registration Number:	2952921	COINSTAR CENTER
Serial Number:	85161855	
Serial Number:	85161852	
Serial Number:	85161846	
Serial Number:	85161844	
Serial Number:	85161835	
Registration Number:	3788726	GET CASH FOR YOUR COINS
Registration Number:	3149389	GOT A JAR OF COINS AT HOME?
Registration Number:	3101417	GOT A MINUTE?
Registration Number:	2610377	HOW MUCH DO YOU HAVE?
Registration Number:	2114426	
Registration Number:	2944727	¢
Registration Number:	3066484	¢
Registration Number:	3032740	¢
Registration Number:	2161715	
Serial Number:	85157551	
Registration Number:	2474769	
Registration Number:	3151509	TURN YOUR CHANGE INTO CASH
Registration Number:	3304958	YOU GIVE US COINS, WE GIVE YOU CASH.

Fax Number: (214)200-0458  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (214) 651-5148  
Email: april.reasoner@haynesboone.com  
Correspondent Name: Gavin George  
Address Line 1: Haynes and Boone, LLP  
Address Line 2: 2323 Victory Avenue, Suite 700  
Address Line 4: Dallas, TEXAS 75219

ATTORNEY DOCKET NUMBER:	17997.1374
NAME OF SUBMITTER:	Gavin George
Signature:	/Gavin George/
Date:	07/26/2011

Total Attachments: 6  
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AMENDED AND RESTATED GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of July 15, 2011 is made by Coinstar, Inc., a Delaware corporation (the "Borrower"), in favor of Bank of America, N.A., as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of November 20, 2007, as amended and/or restated, including as of April 29, 2009 and as of July 15, 2011 (as so amended and/or restated and as hereafter amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders, the Agent and certain additional Persons party thereto.

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;

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its subsidiaries have executed and delivered the Guarantee and Collateral Agreement, dated as of November 20, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Existing Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the 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, pursuant to the Grant of Security Interest in Trademark Rights, dated as of November 20, 2007, recorded December 6, 2007 under Reel 003672, Frame 0739 in the United States Patent and Trademark Office (the "Existing Trademark Security Agreement");

WHEREAS, the Borrower and the Agent have agreed to amend the Existing Trademark Security Agreement in certain respects and, in order to do so, have agreed to amend and restate the Existing Trademark Security Agreement in its entirety;

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 and the Agent agree, for the benefit of the Agent and the Lenders, that the Existing Trademark Security Agreement is amended and restated to read in its entirety 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 the 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. The security interest granted by the Existing Trademark Security Agreement shall remain in full force and effect, without discharge or interruption, and is hereby ratified and confirmed.

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.

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signature pages follow.**

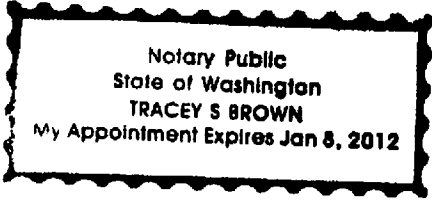
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

COINSTAR, INC.,

By:   
Paul D. Davis  
Chief Executive Officer

STATE OF WASHINGTON    )  
                                  )  
COUNTY OF King        )        ss

On the \_\_\_\_\_ day of July, 2011, before me personally came Paul D. Davis, who is personally known to me to be the Chief Executive Officer of Coinstar, Inc., a Delaware corporation; who, being duly sworn, did depose and say that he is the Chief Executive Officer in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.



  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

BANK OF AMERICA, N.A.,  
as Administrative Agent for the Lenders

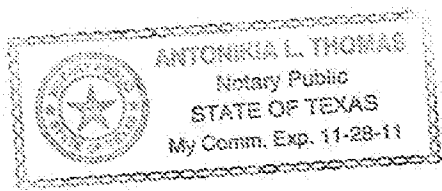
By: *Anthony W. Kell*  
Name: Anthony W. Kell  
Title: Assistant Vice President

STATE OF TEXAS            )  
                                      )  
COUNTY OF DALLAS        )        ss

On the 15 day of July, 2011, before me personally came *Anthony W. Kell* who is personally known to me to be *AVP* of Bank of America, N.A.; who, being duly sworn, did depose and say that he is the *AVP* of such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

*Antonria L. Thomas*  
Notary Public

(PLACE STAMP AND SEAL ABOVE)



Signature Page to  
Amended and Restated  
Grant of Security Interest in Trademark Rights

**SCHEDULE A**

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

<b>Mark</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
COINHEAD	85/284,443			
4TH WALL	78/978,630	6/15/2005	3,503,201	9/16/2008
4TH WALL	78/651,570	6/15/2005	3,502,995	9/16/2008
CASH IN YOUR COINS!	78/250,279	5/15/2003	3,313,378	10/16/2007
CH-CHING!	77/550,882	8/19/2008	3,622,168	5/19/2009
CH-CHING! and Logo	77/550,907	8/19/2008	3,622,169	5/19/2009
COIN TO CARD	77/263,177	8/23/2007		
COINS IN. MORE OUT.	85/122,390	9/2/2010		
COINS IN. MORE OUT.	85/122,388	9/2/2010		
COINS IN. MORE OUT.	85/122,387	9/2/2010		
COINS THAT COUNT	75/288,648	5/8/1997	2,176,543	7/28/1998
COINS TO CASH	78/250,278	5/15/2003	3,107,510	6/20/2006
COINS TO THE POWER OF MORE	85/161,403	10/26/2010		
COINS TO THE POWER OF MORE	85/161,401	10/26/2010		
COINS TO THE POWER OF MORE	85/161,395	10/26/2010		
COINSTAR	74/802,295	8/12/1993	1,904,944	7/11/1995
COINSTAR	74/423,693	8/12/1993	2,095,425	9/9/1997
COINSTAR	78/085,295	9/24/2001	3,068,865	3/14/2006
COINSTAR	78/085,294	9/24/2001	3,068,864	3/14/2006
COINSTAR	78/085,288	9/24/2001	2,933,898	3/15/2005
COINSTAR (Stylized)	78/981,366	4/14/2006	3,782,900	4/27/2010
COINSTAR (Stylized)	78/980,982	4/14/2006	3,656,034	7/14/2009
COINSTAR (Stylized)	78/862,204	4/14/2006	3,782,855	4/27/2010
COINSTAR (Stylized)	78/862,200	4/14/2006	3,720,180	12/1/2009
COINSTAR (Stylized)	85/116,820	8/26/2010		
COINSTAR (Stylized)	85/116,812	8/26/2010		
COINSTAR CENTER	78/108,346	2/12/2002	3,060,811	2/21/2006
COINSTAR CENTER	78/108,343	2/12/2002	3,275,979	8/7/2007
COINSTAR CENTER	78/108,340	2/12/2002	2,952,921	5/17/2005
Five Coin Logo	85/161,855	10/26/2010		
Five Coin Logo	85/161,852	10/26/2010		
Five Coin Logo	85/161,846	10/26/2010		
Five Coin Logo	85/161,844	10/26/2010		
Five Coin Logo	85/161,835	10/26/2010		
GET CASH FOR YOUR COINS	78/250,276	5/15/2003	3,788,726	5/11/2010
GOT A JAR OF COINS AT HOME?	78/250,274	5/15/2003	3,149,389	9/26/2006
GOT A MINUTE?	78/114,347	3/12/2002	3,101,417	6/6/2006
HOW MUCH DO YOU HAVE?	76/031,282	4/21/2000	2,610,377	8/20/2002
STAR AND COIN Design	74/575,143	9/19/1994	2,114,426	11/18/1997
STAR AND COIN Design	78/085,293	9/24/2001	2,944,727	4/26/2005
STAR AND COIN Design	78/085,291	9/24/2001	3,066,484	3/7/2006
STAR AND COIN Design	78/085,290	9/24/2001	3,032,740	12/20/2005



Mark	App. No.	App. Date	Reg. No.	Reg. Date
Star, Heart and Coin Design	75/262,499	3/24/1997	2,161,715	6/2/1998
The Color Green Trade Dress	85/157,551	10/20/2010		
THE COLORS BLUE AND GREEN	75/492,534	5/18/1998	2,474,769	8/7/2001
TURN YOUR CHANGE INTO CASH	78/250,271	5/15/2003	3,151,509	10/3/2006
YOU GIVE US COINS, WE GIVE YOU CASH.	78/250,268	5/15/2003	3,304,958	10/2/2007

Schedule A

RECORDED: 07/26/2011

TRADEMARK  
REEL: 004590 FRAME: 0620