

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
REDBOX AUTOMATED RETAIL, LLC		07/15/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2919854	REDBOX
Registration Number:	2988869	REDBOX
Registration Number:	3082012	REDBOX
Serial Number:	85229209	REDBOX
Registration Number:	3229436	REDBOX
Serial Number:	85229213	REDBOX
Registration Number:	3300349	
Registration Number:	3438474	
Registration Number:	3438623	
Serial Number:	77464184	RENT HERE, RETURN ANYWHERE
Registration Number:	3604656	RENT AND RETURN ANYWHERE
Serial Number:	77610283	CARD GUARD
Serial Number:	77753465	GAMEBOX

OP \$540.00 2919854

Serial Number:	77958723	GRAB A MOVIE TONIGHT
Serial Number:	77964733	FAMILY NIGHT IN
Serial Number:	77964742	WEEKEND EVE
Serial Number:	85017758	REDBOX IT.
Serial Number:	85017757	DON'T JUST RENT IT. REDBOX IT.
Serial Number:	85066912	REDBOX IT TONIGHT!
Serial Number:	85229208	INSIDE REDBOX
Serial Number:	85325085	REDBOX.COM

CORRESPONDENCE DATA

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
source=Redbox Trademark#page1.tif
source=Redbox Trademark#page2.tif
source=Redbox Trademark#page3.tif
source=Redbox Trademark#page4.tif
source=Redbox Trademark#page5.tif
source=Redbox Trademark#page6.tif

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 Redbox Automated Retail, LLC, a Delaware limited liability company (the "Obligor"), 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 Coinstar, Inc., a Delaware corporation and the parent company of the Obligor (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, the Obligor has executed and delivered the Assumption Agreement, dated as of March 9, 2009, in favor of the Agent, pursuant to which the Obligor has become a party to the Existing Guarantee and Collateral Agreement (the "Assumption Agreement"; the Existing Guarantee and Collateral Agreement, as supplemented by the Assumption Agreement, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor 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 March 9, 2009, recorded on March 16, 2009 under Reel 003952, Frame 0006 in the United States Patent and Trademark Office (the "Existing Trademark Security Agreement");

WHEREAS, the Obligor 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 Obligor 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 Obligor 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 Obligor 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 Obligor 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 Obligor 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.

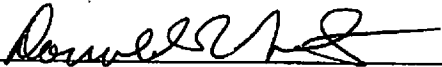
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

**Remainder of page intentionally left blank
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.

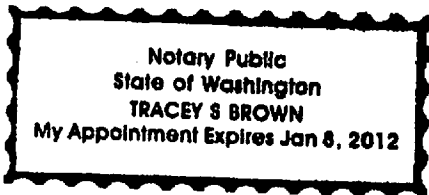
REDBOX AUTOMATED RETAIL, LLC,


By: Coinstar, Inc., as Sole Manager

By: 
Donald R. Rensch
Corporate Secretary

STATE OF WASHINGTON)
) ss
COUNTY OF King)

On the ____ day of July, 2011, before me personally came Donald R. Rensch, who is personally known to me to be the Corporate Secretary of Coinstar, Inc., a Delaware corporation and the Sole Manager of Redbox Automated Retail, LLC; who, being duly sworn, did depose and say that he is the Secretary 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

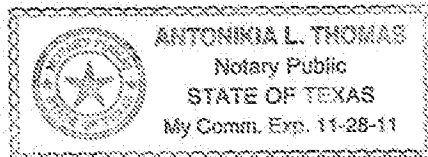
By: *Anthony W. Kell*
Name: **Anthony W. Kell**
Title: **Assistant Vice President**

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.

[Signature]
Notary Public



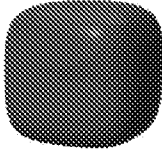

(PLACE STAMP AND SEAL ABOVE)



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

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	Serial No. (Reg. No.) NGE File No.	Filed Date (Reg. Date)
REDBOX U.S.	78/201219 (2,919,854) 19638-01T1	01/08/03 (01/18/05)
REDBOX U.S.	78/201199 (2,988,869) 19638-01T2	01/08/03 (08/30/05)
REDBOX U.S.	78/514282 (3,082,012) 19638-01T3	11/10/04 (4/18/06)
REDBOX U.S.	85/229209 19638-01T11	01/28/2011
REDBOX (& DESIGN) U.S. 	78/866011 (3229436) 19638-02T1	04/20/06
REDBOX (& DESIGN) U.S. 	85229213 19638-02T6	01/28/2011
MISCELLANEOUS DESIGN (CUBE) U.S. 	78/865999 (3300349) 19638-03T1	04/20/06 (9/25/2007)
MISCELLANEOUS (THE COLOR "RED") U.S. 	77/074924 (3438474) 19638-04T1	01/03/07 (5/27/08)
MISCELLANEOUS (THE COLOR "RED") (Child Application to 77/074924) U.S.	77/975075 (3438623) 19638-04T2	01/03/07 (5/27/2008)

Mark	Serial No. (Reg. No.) NGE File No.	Filed Date (Reg. Date)
		
RENT HERE, RETURN ANYWHERE U.S.	77/464184 19638-05T1	5/1/2008
RENT AND RETURN ANYWHERE U.S.	77/465304 (3604656) 19638-06T1	5/4/2008 (4/7/2009)
CARD GUARD U.S.	77/610283 19638-07T1	11/7/2008
GAMEBOX U.S.	77/753465 19638.09T1	06/05/2009
GRAB A MOVIE TONIGHT U.S.	77/958723 19638.10T1	3/15/2010
FAMILY NIGHT IN U.S.	77/964733 19638.11T1	3/22/2010
WEEKEND EVE U.S.	77/964742 19638.12T1	3/22/2010
REDBOX IT. U.S.	85/017758 19638.13T1	4/26/2010
DON'T JUST RENT IT. REDBOX IT. U.S.	85/017757 19638.14T1	4/19/2010
REDBOX IT TONIGHT! U.S.	85/066912 19638.15T1	6/18/2010
INSIDE REDBOX U.S.	85/229208 (19638.16T1)	01/28/2011
REDBOX.COM U.S.	85/325085 (19638.17T1)	19-May-2011