

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
Clover One, LLC		03/04/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	901 Main Street
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	85792045	BRANDLIVE
Serial Number:	85791049	OUTERWALL
Serial Number:	85791052	OUTERWALL
Serial Number:	85791056	OUTERWALL
Serial Number:	85791058	OUTERWALL
Serial Number:	85791061	OUTERWALL
Serial Number:	85791064	OUTERWALL
Serial Number:	85791068	OUTERWALL
Serial Number:	85791080	OUTERWALL

CORRESPONDENCE DATA

Fax Number: 2142000853
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 2146515951

OP \$240.00 85792045

Email: venisa.dark@haynesboone.com
Correspondent Name: Kenneth A. Rogers
Address Line 1: 2323 Victory Avenue, Suite 700
Address Line 4: Dallas, TEXAS 75219

ATTORNEY DOCKET NUMBER:	17997.1374
NAME OF SUBMITTER:	Kenneth A. Rogers
Signature:	/Kenneth A. Rogers/
Date:	03/06/2013

Total Attachments: 5
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of March 4, 2013, is made by Clover One, LLC, a Delaware limited liability company (the "Grantor"), 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 Second Amended and Restated Credit Agreement, dated as of November 20, 2007, as amended and restated as of April 29, 2009 and as of July 15, 2011 (as so amended and restated and as hereafter amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Coinstar, Inc., a Delaware corporation (the "Borrower"), the Lenders, the Agent and certain additional Persons party thereto.

WITNESSETH:

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 "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Assumption Agreement to Guarantee and Collateral Agreement of even date herewith, executed by Grantor in favor of Agent, Grantor has become a party to and obligor under the Guarantee and Collateral Agreement and Grantor has pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all of its Intellectual Property;

WHEREAS, the Grantor 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 Grantor hereby agrees 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 Grantor 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 Grantor 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

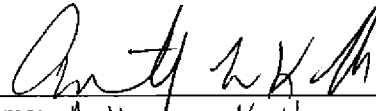
Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) remains in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor 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.

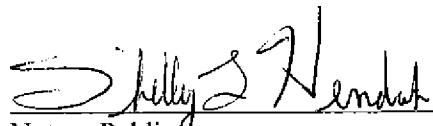
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signature pages follow.**

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

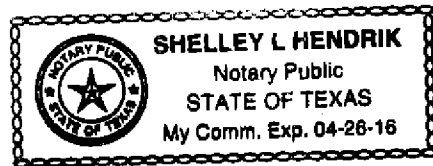
By: 
Name: Anthony W Kell
Title: Vice President

STATE OF TEXAS)
)
COUNTY OF DALLAS) ss

On the 4th day of March, 2013, before me personally came Anthony Kell, who is personally known to me to be Vice President of Bank of America, N.A.; who, being duly sworn, did depose and say that he is the Vice President 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.


Notary Public

(PLACE STAMP AND SEAL ABOVE)



SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	Country	App. No.	App. Date	Owner	Class	Status
OUTERWALL	United States	85/791,045	11/29/2012	Clover One, LLC	9	Pending
OUTERWALL	United States	85/791,049	11/29/2012	Clover One, LLC	7	Pending
OUTERWALL	United States	85/791,052	11/29/2012	Clover One, LLC	16	Pending
OUTERWALL	United States	85/791,056	11/29/2012	Clover One, LLC	35	Pending
OUTERWALL	United States	85/791,058	11/29/2012	Clover One, LLC	36	Pending
OUTERWALL	United States	85/791,061	11/29/2012	Clover One, LLC	38	Pending
OUTERWALL	United States	85/791,064	11/29/2012	Clover One, LLC	40	Pending
OUTERWALL	United States	85/791,068	11/29/2012	Clover One, LLC	41	Pending
OUTERWALL	United States	85/791,080	11/29/2012	Clover One, LLC	43	Pending