

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT												
NATURE OF CONVEYANCE:	Corrective Assignment to correct the typo error made in transposing serial numbers from Schedule A of "Grant of Security Interest in Trademark Rights" previously recorded on Reel 004976 Frame 0024. Assignor(s) hereby confirms the reference made to 85792045 should be corrected to read 85791045.												
CONVEYING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Name</th> <th style="width: 20%;">Formerly</th> <th style="width: 15%;">Execution Date</th> <th style="width: 35%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Clover One, LLC</td> <td></td> <td>03/04/2013</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Clover One, LLC		03/04/2013	LIMITED LIABILITY COMPANY: DELAWARE				
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RECEIVING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Bank of America, N.A., as Administrative Agent</td> </tr> <tr> <td>Street Address:</td> <td>901 Main Street</td> </tr> <tr> <td>City:</td> <td>Dallas</td> </tr> <tr> <td>State/Country:</td> <td>TEXAS</td> </tr> <tr> <td>Postal Code:</td> <td>75202</td> </tr> <tr> <td>Entity Type:</td> <td>National Banking Association: UNITED STATES</td> </tr> </table>		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
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Street Address:	901 Main Street												
City:	Dallas												
State/Country:	TEXAS												
Postal Code:	75202												
Entity Type:	National Banking Association: UNITED STATES												
PROPERTY NUMBERS Total: 1													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 15%;">Number</th> <th style="width: 65%;">Word Mark</th> </tr> </thead> <tbody> <tr> <td>Serial Number:</td> <td>85791045</td> <td>OUTERWALL</td> </tr> </tbody> </table>		Property Type	Number	Word Mark	Serial Number:	85791045	OUTERWALL						
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Serial Number:	85791045	OUTERWALL											
CORRESPONDENCE DATA													
<p>Fax Number: 2142000853</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: 2146515951</p> <p>Email: venisa.dark@haynesboone.com</p> <p>Correspondent Name: Kenneth A. Rogers</p> <p>Address Line 1: 2323 Victory Avenue, Suite 700</p> <p>Address Line 4: Dallas, TEXAS 75219</p>													
NAME OF SUBMITTER:	Kenneth A. Rogers												
Signature:	/Kenneth Rogers/												

OP \$40.00 85791045

Date:

03/12/2013

Total Attachments: 3

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TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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

GROUP - Should be 85791045

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.

**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.

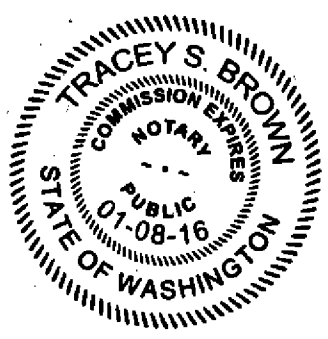
CLOVER ONE, LLC

By: Coinstar, Inc., its sole manager

By: 
Name: Donald R. Rench
Title: Secretary

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On the 1st day of March, 2013, before me personally came Donald R. Rench, who is personally known to me to be the Secretary of Coinstar, Inc., a Delaware corporation and the Sole Manager of Clover One, 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 Coinstar, Inc.; 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

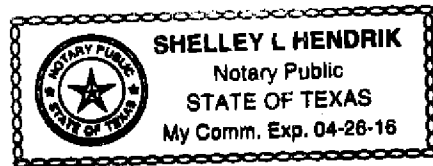
By: *Anthony W Kell*
Name: *Anthony W Kell*
Title: *Vice President*

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.

Shelley L Hendrik
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