

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
ecoATM, INC.		08/30/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A.
Street Address:	901 Main Street
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	3815679	ECOATM
Registration Number:	4233478	
Serial Number:	85968515	ECOATM

CORRESPONDENCE DATA	
Fax Number:	2142000696
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	214-651-5170
Email:	jennifer.pierce@haynesboone.com
Correspondent Name:	Haynes and Boone, LLP
Address Line 1:	2323 Victory Avenue, Suite 700
Address Line 4:	Dallas, TEXAS 75219

ATTORNEY DOCKET NUMBER:	17997.1374
NAME OF SUBMITTER:	Jennifer Pierce

OP \$90.00 3815679

Signature:	/Jennifer Pierce/
Date:	09/06/2013
Total Attachments: 5 source=ecoatm-trademarks#page1.tif source=ecoatm-trademarks#page2.tif source=ecoatm-trademarks#page3.tif source=ecoatm-trademarks#page4.tif source=ecoatm-trademarks#page5.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of August 30, 2013, is made by ecoATM, Inc., a Delaware corporation (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 Outerwall Inc., f/k/a 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 the Agent, the Grantor has become a party to and obligor under the Guarantee and Collateral Agreement and the 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.**

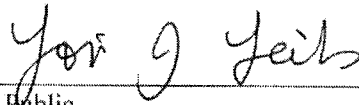
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

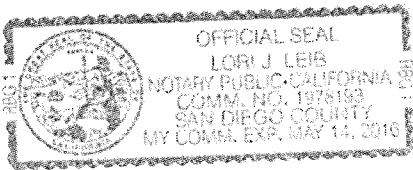
ECOATM, INC.

By: 
Tom Tullie, President

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

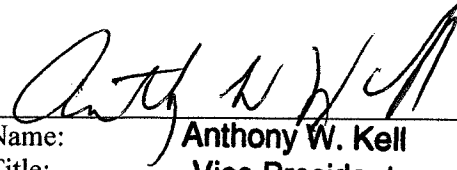
On the 30 day of AUGUST, 2013, before me personally came Tom Tullie, who is personally known to me to be the President of **ECOATM, INC.** who, being duly sworn, did depose and say that he is the President of such corporation, the corporation described in and which executed the foregoing instrument; 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



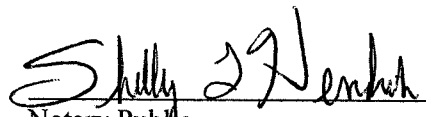
(PLACE STAMP AND SEAL ABOVE)

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

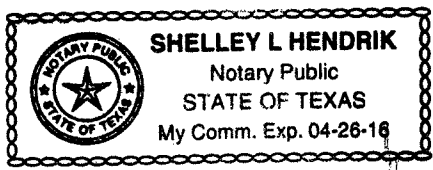
By: 
Name: **Anthony W. Kell**
Title: **Vice President**

STATE OF TEXAS)
)
COUNTY OF DALLAS) ss

On the 29th day of August, 2013, before me personally came Anthony W. Kell, who is personally known to me to be a Vice President of Bank of America, N.A., a national banking association; who, being duly sworn, did depose and say that he or she is a Vice President of such association, the association described in and which executed the foregoing instrument; that he or she executed and delivered said instrument pursuant to authority given by the Board of Directors of such association; and that he or she acknowledged said instrument to be the free act and deed of said association.


Notary Public

(PLACE STAMP AND SEAL ABOVE)



SCHEDULE A

U.S. Trademark Registrations and Applications

Docket COUNTRY	Serial # REG #	Filing date REG DATE	MARK Design Search Code	GOODS & CLASS	STATUS
ECO- TM001 US	7790550 381569	27JUL2006 06JUL2010	ecoATM	IC 009. US 021 023 026 036 038. G & S: Reverse vending machines that automate electronic device recycling by identifying, testing, valuing, and accepting used electronic devices and remunerating the value to the consumer. FIRST USE: 2009 I 001. FIRST USE IN COMMERCE: 2009100 I	REGISTERED
ECO- TM003 US	8566271 4233478	11MAR201 2 30OCT2012	[IMAGE]	IC 040. US 100 103 106. G & S: Recycling services, namely, the recycling of electronic devices such as mobile phones by means of a kiosk which identifies, tests, values, and accepts used electronic devices and remunerates the value to the consumer. FIRST USE: 20111231. FIRST USE IN COMMERCE: 20111231	REGISTERED

Trademark Application Information

Mark	App. No.	Filing Date	Class
ecoATM	85968515	24-Jun-13	37 (collection for the purpose of recycling, refurbishing and repair, refurbishing and repair of portable electronic devices for others; and 40(recycling of portable electronic devices for others)