

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
Outerwall Inc.	FORMERLY Coinstar, 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: 76			
Property Type	Number	Word Mark	
Registration Number:	4012750	COIN TO CARD	
Registration Number:	4033911		
Serial Number:	85476884	ALULA	
Serial Number:	85476895	ALULA	
Serial Number:	85582813	ORANGO	
Serial Number:	85582816	ORANGO	
Serial Number:	85582821	ORANGO	
Serial Number:	85627640	RUBI	
Serial Number:	85658583	SAMPLEIT	
Serial Number:	85658584	SAMPLEIT	

Serial Number:	8568586	SAMPLEIT
Serial Number:	85685909	CRISPMARKET
Serial Number:	85685911	CRISPMARKET
Serial Number:	85686360	CRISPMARKET
Serial Number:	85686363	CRISPMARKET
Serial Number:	85791045	OUTERWALL
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
Serial Number:	85836971	ORANGO
Serial Number:	85959401	STARSTUDIO
Serial Number:	85888625	
Serial Number:	85888626	
Serial Number:	85888627	
Serial Number:	85888629	
Serial Number:	85888630	
Serial Number:	85888631	
Serial Number:	85888632	
Serial Number:	85888633	
Serial Number:	85888634	
Serial Number:	85888638	OUTERWALL
Serial Number:	85888639	OUTERWALL
Serial Number:	85888642	OUTERWALL
Serial Number:	85888643	OUTERWALL
Serial Number:	85888644	OUTERWALL
Serial Number:	85888647	OUTERWALL

	85888648	OUTERWALL
Serial Number:	85888649	OUTERWALL
Serial Number:	85888652	OUTERWALL
Serial Number:	85959424	STARSTUDIO
Serial Number:	85959431	STARSTUDIO
Serial Number:	85959466	STARSTUDIO
Serial Number:	85959471	STARSTUDIO
Serial Number:	85964709	MONEYMORPHOSIS
Serial Number:	85964714	MORPH YOUR MONEY
Serial Number:	85964718	MONEYMORPHOSIS
Serial Number:	85964720	MORPH YOUR MONEY
Serial Number:	85964722	MONEYMORPHOSIS
Serial Number:	85964726	MORPH YOUR MONEY
Serial Number:	85964730	MONEYMORPHOSIS
Serial Number:	85964735	MORPH YOUR MONEY
Serial Number:	85964737	MONEYMORPHOSIS
Serial Number:	85964740	MORPH YOUR MONEY
Serial Number:	85964742	MONEYMORPHOSIS
Serial Number:	85964745	MORPH YOUR MONEY
Serial Number:	85973513	MORPHIMALS
Serial Number:	85973515	MORPHIMALS
Serial Number:	85973516	MORPHIMALS
Serial Number:	85973518	MORPHIMALS
Serial Number:	85973519	MORPHIMALS
Serial Number:	85973521	MORPHIMALS
Serial Number:	86033795	COINSTAR
Serial Number:	86033824	COINSTAR
Serial Number:	86033833	COINSTAR
Serial Number:	86033836	COINSTAR
Serial Number:	86033838	COINSTAR
Serial Number:	86033843	COINSTAR

	86033890	
Serial Number:	86033901	
Serial Number:	86033906	
Serial Number:	86033911	
CORRESPONDENCE DATA		
Fax Number:	2142000696	
Phone:	214-651-5170	
Email:	jennifer.pierce@haynesboone.com	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
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	
Signature:	/Jennifer Pierce/	
Date:	09/06/2013	
Total Attachments: 6 source=outerwall-trademarks#page1.tif source=outerwall-trademarks#page2.tif source=outerwall-trademarks#page3.tif source=outerwall-trademarks#page4.tif source=outerwall-trademarks#page5.tif source=outerwall-trademarks#page6.tif		
RECEIPT INFORMATION		
ETAS ID:	TM279941	
Receipt Date:	09/06/2013	
Fee Amount:	\$1915	

SUPPLEMENTAL GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of August 30, 2013, is made by Outerwall Inc. (f/n/a 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 otherwise heretofore or 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.

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 "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, as amended and restated by the Amended and Restated Grant of Security Interest in Trademark Rights, dated as of July 15, 2011, recorded July 26, 2011 under Reel 4590, Frame 0612 in the United States Patent and Trademark Office (the "Existing Trademark Security Agreement");

WHEREAS, the Borrower and the Agent have agreed to supplement the Existing Trademark Security Agreement to add thereto certain Trademarks that the Borrower has obtained or acquired since the recordation of the Existing Trademark Security Agreement;

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 supplemented 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.**

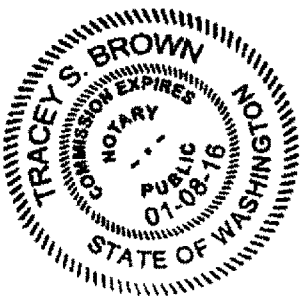
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

OUTERWALL INC.

By: *Donald R. Rench*
Name: Donald R. Rench
Title: Chief Legal Officer, General Counsel and
Corporate Secretary

STATE OF WASHINGTON)
) ss
COUNTY OF King)

On the 4th day of September, 2013, before me personally came Donald R. Rench, who is personally known to me to be the CLU, GC & Corp. Sec. of Outerwall Inc., a Delaware corporation; who, being duly sworn, did depose and say that he is the CLU, GC & Corp. Sec. 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.



Tracy S. Brown
Notary Public

(PLACE STAMP AND SEAL ABOVE)

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

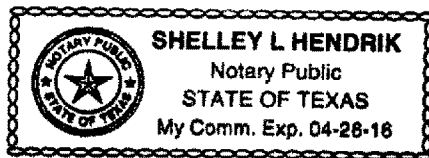
By: *Anthony W. Kell*
Name: **Anthony W. Kell**
Title: **Vice President**

STATE OF TEXAS)
)
COUNTY OF DALLAS) ss

On the 3rd day of September, 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 executed and delivered said instrument pursuant to authority given by the Board of Directors of such association; and that he acknowledged said instrument to be the free act and deed of said association.

Shelley L Hendrik
Notary Public

(PLACE STAMP AND SEAL ABOVE)



SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	App. No.	Reg. No.
COIN TO CARD	77263177	4012750
Color Green Trade Dress	85157551	4033911
ALULA	85476884	
ALULA	85476895	
ORANGO	85582813	
ORANGO	85582816	
ORANGO	85582821	
RUBI	85627640	
SAMPLEIT	85658583	
SAMPLEIT	85658584	
SAMPLEIT	85658586	
CRISPMARKET	85685909	
CRISPMARKET	85685911	
CRISPMARKET & Design	85686360	
CRISPMARKET & Design	85686363	
OUTERWALL	85791045	
OUTERWALL	85791049	
OUTERWALL	85791052	
OUTERWALL	85791056	
OUTERWALL	85791058	
OUTERWALL	85791061	
OUTERWALL	85791064	
OUTERWALL	85791068	
OUTERWALL	85791080	
ORANGO & Design	85836971	
STARSTUDIO	85959401	
OUTERWALL Logo	85888625	
OUTERWALL Logo	85888626	
OUTERWALL Logo	85888627	
OUTERWALL Logo	85888629	
OUTERWALL Logo	85888630	
OUTERWALL Logo	85888631	
OUTERWALL Logo	85888632	
OUTERWALL Logo	85888633	
OUTERWALL Logo	85888634	
OUTERWALL & Design	85888638	
OUTERWALL & Design	85888639	
OUTERWALL & Design	85888642	
OUTERWALL & Design	85888643	
OUTERWALL & Design	85888644	
OUTERWALL & Design	85888647	
OUTERWALL & Design	85888648	
OUTERWALL & Design	85888649	
OUTERWALL & Design	85888652	

Mark	App. No.	Reg. No.
STARSTUDIO	85959424	
STARSTUDIO	85959431	
STARSTUDIO	85959466	
STARSTUDIO	85959471	
MONEYMORPHOSIS	85964709	
MORPH YOUR MONEY	85964714	
MONEYMORPHOSIS	85964718	
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MONEYMORPHOSIS	85964722	
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MORPH YOUR MONEY	85964735	
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MONEYMORPHOSIS	85964742	
MORPH YOUR MONEY	85964745	
MORPHIMALS	85973513	
MORPHIMALS	85973515	
MORPHIMALS	85973516	
MORPHIMALS	85973518	
MORPHIMALS	85973519	
MORPHIMALS	85973521	
COINSTAR	86033795	
COINSTAR	86033824	
COINSTAR	86033833	
COINSTAR	86033836	
COINSTAR	86033838	
COINSTAR	86033843	
Five Coin Logo	86033890	
Five Coin Logo	86033901	
Five Coin Logo	86033906	
Five Coin Logo	86033911	

Schedule A

RECORDED: 09/06/2013

TRADEMARK
REEL: 005116 FRAME: 0336