

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308828

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REDBOX AUTOMATED RETAIL, LLC		06/24/2014	LIMITED LIABILITY COMPANY: 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: 16			
Property Type	Number	Word Mark	
Serial Number:	77108739	MOVIECUBE	
Serial Number:	77144031	MOVIE CUBE	
Serial Number:	77144044	MOVIECUBE	
Serial Number:	77153182	WHAT'S IN IT FOR YOU?	
Serial Number:	77465304	RENT AND RETURN ANYWHERE	
Serial Number:	78136403	WHERE FUN LIVES	
Serial Number:	85526607	REDBOX INSTANT	
Serial Number:	85526611	REDBOX INSTANT	
Serial Number:	85526613	REDBOX INSTANT	
Serial Number:	85551440	CARD GUARD	
Serial Number:	85658433	R	
Serial Number:	85744341	REDBOX TICKETS	
Serial Number:	85744342	REDBOX TICKETS	
Serial Number:	85744344	R	
Serial Number:	85744345	REDBOX	
Serial Number:	85526615	REDBOX INSTANT	
CORRESPONDENCE DATA			
Fax Number:	2142000853		

OP \$415.00 77108739

TRADEMARK

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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 2: GAVIN GEORGE
Address Line 4: DALLAS, TEXAS 75219

ATTORNEY DOCKET NUMBER:	17997.1592
NAME OF SUBMITTER:	JENNIFER PIERCE
SIGNATURE:	/JENNIFER PIERCE/
DATE SIGNED:	06/26/2014

Total Attachments: 5

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**SECOND AMENDED AND RESTATED GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS SECOND AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), effective as of June 24, 2014, 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, as of July 15, 2011 and as of June 24, 2014 (as so amended and/or restated and as otherwise amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Outerwall Inc. (f/k/a Coinstar, Inc.), a Delaware corporation and the parent company of the Obligor (the "Borrower"), certain subsidiaries of 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 and certain subsidiaries of 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, including the Obligor, have executed and delivered or otherwise joined in the Guarantee and Collateral Agreement, dated as of November 20, 2007, as amended and/or restated, including as of June 24, 2014 (as so amended and/or restated and as otherwise amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Agent for the benefit of the Secured Parties 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, as amended and restated pursuant to the Amended and Restated Grant of Security Interest in Trademark Rights, dated as of July 15, 2011, recorded on July 26, 2011 under Reel 4590, Frame 0957 in the United States Patent and Trademark Office (collectively, 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 Secured Parties to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Obligor and the Agent agree, for the benefit of the Secured Parties, 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, and ratifies and confirms, 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 to the Existing Trademark Security Agreement (which are hereby incorporated herein by reference) or listed on Schedule A hereto), to the Agent for the benefit of the Secured Parties 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, ratification and confirmation of the security interest granted, ratified and confirmed herein with the United States Patent and Trademark Office. The security interest granted, ratified and confirmed hereby has been granted to the Agent for the benefit of the Secured Parties 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 Secured Parties 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 Secured Parties with respect to the security interest in the Trademarks granted, ratified and confirmed 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.**

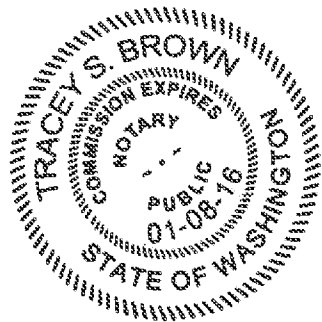
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

REDBOX AUTOMATED RETAIL, LLC

By: *Donald R. Rensch*
Name: Donald R. Rensch
Title: Vice President

STATE OF Washington)
) ss
COUNTY OF King)

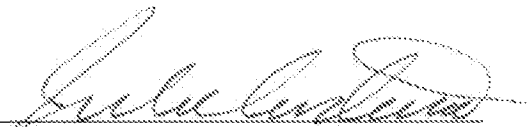
On the 18th day of June, 2014, before me personally came Donald R. Rensch, who is personally known to me to be the Vice President of Redbox Automated Retail, LLC; who, being duly sworn, did depose and say that he or she is the Vice President of such company, the company described in and which executed the foregoing instrument; that he or she executed and delivered said instrument pursuant to authority given by the Sole Manager of such company; and that he or she acknowledged said instrument to be the free act and deed of said company.



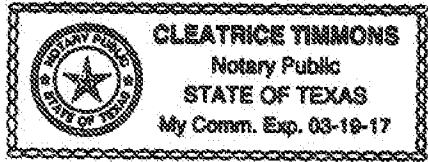
Tracey S. Brown
Notary Public

(PLACE STAMP AND SEAL ABOVE)


BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Julie Castano
Title: Senior Vice President

STATE OF TEXAS)
)
COUNTY OF DALLAS) SS



On the 18th day of June, 2014, before me personally came Julie Castano, who is personally known to me to be Senior Vice President of Bank of America, N.A.; who, being duly sworn, did depose and say that he or she is the Senior Vice President of such corporation, the corporation 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 corporation; and that he or she acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

(PLACE STAMP AND SEAL ABOVE)

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

TRADEMARK
REEL: 005310 FRAME: 0036

SCHEDULE A

U.S. Trademark Registrations and Applications

NGE File No.	Trademark	App. No.	Filing Date	Reg. No.	Reg. Date
	MOVIECUBE	77108739	15-Feb-2007	3432228	20-May-2008
	MOVIECUBE & Design	77144031	29-Mar-2007	3432306	20-May-2008
	MOVIECUBE & Design	77144044	29-Mar-2007	3432307	20-May-2008
	WHAT'S IN IT FOR YOU?	77153182	10-April-2007	3432333	20-May-2008
19638-06T1	RENT AND RETURN ANYWHERE	77465304	04-May-2008	3604656	07-Apr-2009
19638-7161	WHERE FUN LIVES	78136403	17-Jun-2002	2861302	06-Jul-2004
	REDBOX INSTANT	85526607	26-Jan-2012		
	REDBOX INSTANT	85526611	26-Jan-2012		
	REDBOX INSTANT	85526613	26-Jan-2012		
	REDBOX INSTANT	85526615	26-Jan-2012		
19638-07T2	CARD GUARD	85551440	23-Feb-2012		
19638-24T1	"R" MOBILE ICON (COLOR RED)	85658433	21-Jun-2012		
19638-7197	REDBOX TICKETS (DESIGN)	85744341	03-Oct-2012		
19638-7173	REDBOX TICKETS	85744342	03-Oct-2012		
19638-7178	R	85744344	03-Oct-2012		
19638-01T16	REDBOX	85744345	03-Oct-2012		