

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399964

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Outerwall Inc.		09/27/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	901 Main St., 14th Floor		
Internal Address:	Mail Code: TX1-492-14-06		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 68			
Property Type	Number	Word Mark	
Registration Number:	2114426		
Registration Number:	4813585	BEYOND THE COIN	
Registration Number:	4786634	BEYOND THE COIN	
Registration Number:	4012750	COIN TO CARD	
Registration Number:	4258384	COINHEAD	
Registration Number:	2176543	COINS THAT COUNT	
Registration Number:	3107510	COINS TO CASH	
Registration Number:	1904944	COINSTAR	
Registration Number:	2095425	COINSTAR	
Registration Number:	2933898	COINSTAR	
Registration Number:	3068864	COINSTAR	
Registration Number:	3068865	COINSTAR	
Registration Number:	4937123	COINSTAR	
Registration Number:	3782855	COINSTAR	
Registration Number:	3656034	COINSTAR	
Registration Number:	3782900	COINSTAR	
Registration Number:	4657270	CREATING A BETTER EVERYDAY	
Registration Number:	4649418		

OP \$1715.00 2114426

Property Type	Number	Word Mark
Registration Number:	4645397	
Registration Number:	4645398	
Registration Number:	4429128	
Registration Number:	4589019	
Registration Number:	4622253	
Registration Number:	4622254	
Registration Number:	4937124	
Registration Number:	3788726	GET CASH FOR YOUR COINS
Registration Number:	4593578	OUTERWALL
Registration Number:	4886226	OUTERWALL
Registration Number:	4886227	OUTERWALL
Registration Number:	4886228	OUTERWALL
Registration Number:	4593579	OUTERWALL
Registration Number:	4898884	OUTERWALL
Registration Number:	4653597	OUTERWALL
Registration Number:	4886257	OUTERWALL
Registration Number:	4886258	OUTERWALL
Registration Number:	4886259	OUTERWALL
Registration Number:	4653598	OUTERWALL
Registration Number:	4886260	OUTERWALL
Registration Number:	4653595	
Registration Number:	4886253	
Registration Number:	4886254	
Registration Number:	4886255	
Registration Number:	4653596	
Registration Number:	4886256	
Registration Number:	4773235	SAMPLEIT
Registration Number:	4867354	SAMPLEIT
Registration Number:	4773236	SAMPLEIT
Registration Number:	2161715	
Registration Number:	4033911	
Registration Number:	3060811	COINSTAR CENTER
Registration Number:	3066484	¢
Serial Number:	86141245	BEYOND THE COIN
Serial Number:	86141248	BEYOND THE COIN
Serial Number:	86141252	BEYOND THE COIN
Serial Number:	86033795	COINSTAR
Serial Number:	86033824	COINSTAR

Property Type	Number	Word Mark
Serial Number:	86033833	COINSTAR
Serial Number:	86033836	COINSTAR
Serial Number:	86053196	CREATING A BETTER EVERYDAY
Serial Number:	86053199	CREATING A BETTER EVERYDAY
Serial Number:	86053201	CREATING A BETTER EVERYDAY
Serial Number:	86053206	CREATING A BETTER EVERYDAY
Serial Number:	86033906	
Serial Number:	85791052	OUTERWALL
Serial Number:	85791061	OUTERWALL
Serial Number:	85888642	OUTERWALL
Serial Number:	85888647	OUTERWALL
Serial Number:	85888627	

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: Michael Violet

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 09/28/2016

Total Attachments: 16

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THIS NOTICE OF GRANT OF SECURITY INTEREST (SECOND LIEN) IN TRADEMARKS IS SUBJECT TO THE PROVISIONS OF (I) THE CLOSING DATE FIRST LIEN/SECOND LIEN ICA (AS DEFINED IN THE COLLATERAL AGREEMENT (AS DEFINED BELOW)) AS SET FORTH MORE FULLY IN SECTION 5.18 OF THE COLLATERAL AGREEMENT AND (II) ANY OTHER INTERCREDITOR AGREEMENT (AS DEFINED IN THE COLLATERAL AGREEMENT)

Notice of Grant of Security Interest (Second Lien) in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST (SECOND LIEN) IN TRADEMARKS, dated as of September 27, 2016 (this “Notice”), made by OUTERWALL INC., a Delaware corporation (the “Pledgor”), in favor of BANK OF AMERICA, N.A., as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (Second Lien), dated as of September 27, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Outerwall Inc. (the “Borrower”), as successor by merger to Aspen Merger Sub, Inc., each subsidiary of the Borrower identified therein and Bank of America, N.A., as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

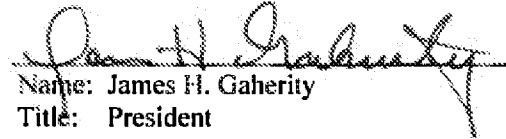
SECTION 4. *Counterparts.* This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

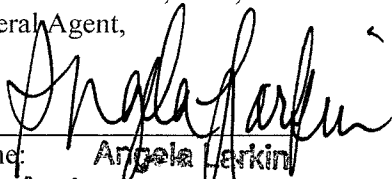
Outerwall Inc.

By: 
Name: James H. Gaherty
Title: President

[Signature Page to Notice of Grant of Security Interest in Trademarks (Second Lien)]

TRADEMARK
REEL: 005885 FRAME: 0662

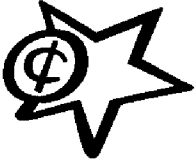
BANK OF AMERICA, N.A.,
as Collateral Agent,




By: 
Name: Angela Larkin
Title: Assistant Vice President

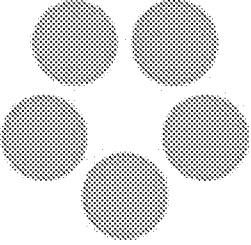
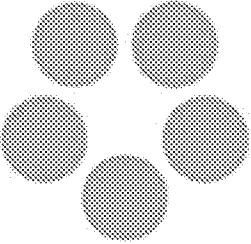
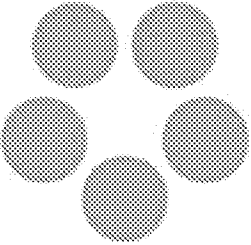
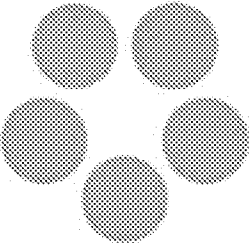
Schedule I
to Notice of Grant of Security Interest (Second Lien) in Trademarks

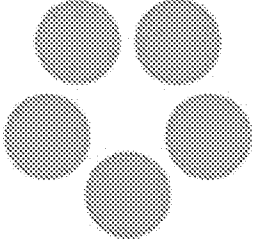
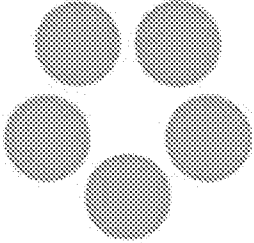
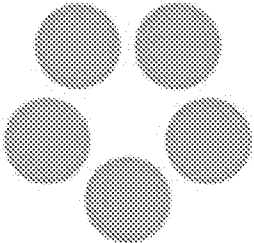
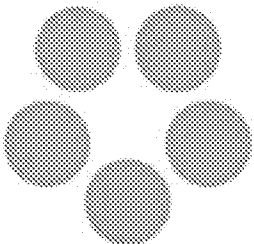
Trademarks Owned by Outerwall Inc.




U.S. Trademark Registrations

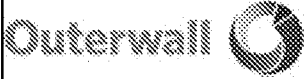
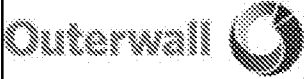
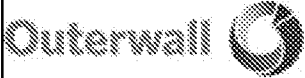

Mark	Reg. No.	Reg. Date
	2114426	11/18/1997
BEYOND THE COIN	4813585	09/15/2015
BEYOND THE COIN	4786634	08/04/2015
COIN TO CARD	4012750	08/16/2011
COINHEAD	4258384	12/11/2012
COINS THAT COUNT	2176543	07/28/1998
COINS TO CASH	3107510	06/20/2006
COINSTAR	1904944	07/11/1995
COINSTAR	2095425	09/09/1997
COINSTAR	2933898	03/15/2005
COINSTAR	3068864	03/14/2006
COINSTAR	3068865	03/14/2006





Mark	Reg. No.	Reg. Date
COINSTAR	4937123	04/12/2016
COINSTAR (Stylized) 	3782855	04/27/2010
COINSTAR (Stylized) 	3656034	07/14/2009
COINSTAR (Stylized) 	3782900	04/27/2010
CREATING A BETTER EVERYDAY	4657270	12/16/2014
Five Coin Logo	4649418	12/02/2014


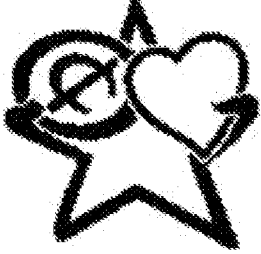
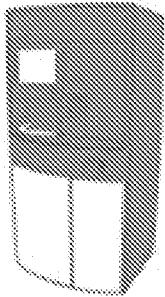
Mark	Reg. No.	Reg. Date
		
<p data-bbox="245 590 435 625">Five Coin Logo</p> 	4645397	11/25/2014
<p data-bbox="245 955 435 991">Five Coin Logo</p> 	4645398	11/25/2014
<p data-bbox="245 1320 435 1356">Five Coin Logo</p> 	4429128	11/05/2013
<p data-bbox="245 1686 435 1722">Five Coin Logo</p>	4589019	08/19/2014

Mark	Reg. No.	Reg. Date
		
<p data-bbox="245 590 435 625">Five Coin Logo</p> 	4622253	10/14/2014
<p data-bbox="245 953 435 989">Five Coin Logo</p> 	4622254	10/14/2014
<p data-bbox="245 1316 435 1352">Five Coin Logo</p> 	4937124	04/12/2016
<p data-bbox="245 1680 639 1715">GET CASH FOR YOUR COINS</p>	3788726	05/11/2010
<p data-bbox="245 1787 431 1822">OUTERWALL</p>	4593578	08/26/2014

Mark	Reg. No.	Reg. Date
OUTERWALL	4886226	01/12/2016
OUTERWALL	4886227	01/12/2016
OUTERWALL	4886228	01/12/2016
OUTERWALL	4593579	08/26/2014
OUTERWALL	4898884	02/09/2016
OUTERWALL and Design Outerwall 	4653597	12/09/2014
OUTERWALL and Design Outerwall 	4886257	01/12/2016
OUTERWALL and Design Outerwall 	4886258	01/12/2016


Mark	Reg. No.	Reg. Date
OUTERWALL and Design 	4886259	01/12/2016
OUTERWALL and Design 	4653598	12/09/2014
OUTERWALL and Design 	4886260	01/12/2016
OUTERWALL Logo 	4653595	12/09/2014
OUTERWALL Logo	4886253	01/12/2016

Mark	Reg. No.	Reg. Date
		
<p data-bbox="245 590 500 625">OUTERWALL Logo</p> 	4886254	01/12/2016
<p data-bbox="245 953 500 989">OUTERWALL Logo</p> 	4886255	01/12/2016
<p data-bbox="245 1316 500 1352">OUTERWALL Logo</p> 	4653596	12/09/2014
<p data-bbox="245 1686 500 1722">OUTERWALL Logo</p>	4886256	01/12/2016

Mark	Reg. No.	Reg. Date
		
SAMPLEIT	4773235	07/14/2015
SAMPLEIT	4867354	12/08/2015
SAMPLEIT	4773236	07/14/2015
Star, Heart and Coin Design 	2161715	06/02/1998
The Color Green Trade Dress 	4033911	10/04/2011
COINSTAR CENTER	3060811 ¹	02/21/2006
©	3066484 ²	03/07/2006

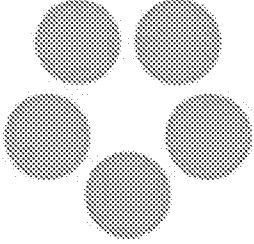
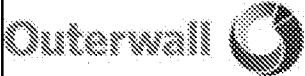
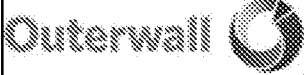

¹ This registration has not been renewed.

² This registration has not been renewed.

Mark	Reg. No.	Reg. Date
		

U.S. Trademark Applications

Mark	App. No.	App. Date
BEYOND THE COIN	86141245	12/11/2013
BEYOND THE COIN	86141248	12/11/2013
BEYOND THE COIN	86141252	12/11/2013
COINSTAR	86033795	08/09/2013
COINSTAR	86033824	08/09/2013
COINSTAR	86033833	08/09/2013
COINSTAR	86033836	08/09/2013
CREATING A BETTER EVERYDAY	86053196	08/30/2013
CREATING A BETTER EVERYDAY	86053199	08/30/2013
CREATING A BETTER EVERYDAY	86053201	08/30/2013
CREATING A BETTER EVERYDAY	86053206	08/30/2013
Five Coin Logo	86033906	08/09/2013

Mark	App. No.	App. Date
		
OUTERWALL	85791052	11/29/2012
OUTERWALL	85791061	11/29/2012
OUTERWALL and Design 	85888642	03/28/2013
OUTERWALL and Design 	85888647	03/28/2013
OUTERWALL Logo 	85888627	03/28/2013

