

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399949

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Intellectual Property Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		09/27/2016	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Clover One, LLC		
Street Address:	1209 Orange Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4886226	OUTERWALL	
Registration Number:	4593578	OUTERWALL	
Serial Number:	85791052	OUTERWALL	
Registration Number:	4886227	OUTERWALL	
Registration Number:	4886228	OUTERWALL	
Serial Number:	85791061	OUTERWALL	
Registration Number:	4593579	OUTERWALL	
Registration Number:	4898884	OUTERWALL	
Serial Number:	85791080	OUTERWALL	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<i>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.</i>			
Phone:	2109787487		
Email:	venisa.dark@haynesboone.com		
Correspondent Name:	Venisa Dark, Haynes and Boone LLP		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	17997.1592_Legrand		

OP \$240.00 4886226

NAME OF SUBMITTER:	Venisa Dark
SIGNATURE:	/Venisa Dark/
DATE SIGNED:	09/27/2016
Total Attachments: 4 source=2016-09-27 Release of IP Security Interest from Bank of America to Clover One LLC#page1.tif source=2016-09-27 Release of IP Security Interest from Bank of America to Clover One LLC#page2.tif source=2016-09-27 Release of IP Security Interest from Bank of America to Clover One LLC#page3.tif source=2016-09-27 Release of IP Security Interest from Bank of America to Clover One LLC#page4.tif	

CLOVER ONE, LLC
RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

THIS RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (this “Release”) is made effective as of September 27, 2016, by and from Bank of America, N.A., as Administrative Agent (“Agent”) to Clover One, LLC, a Delaware limited liability company (“Grantor”) as follows:

WHEREAS, on November 20, 2007, Outerwall Inc. (f/k/a Coinstar, Inc.), a Delaware corporation and parent company of Grantor (“Borrower”), Agent, and certain other parties entered into that certain Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, including as of April 29, 2009, July 15, 2011, and June 24, 2014, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, on November 20, 2007, Borrower and certain of its subsidiaries entered into that certain Guarantee and Collateral Agreement (as amended, restated, supplemented or otherwise modified from time to time, including as of June 24, 2014, the “Guarantee and Collateral Agreement”);

WHEREAS, on March 4, 2013, Grantor entered into that certain Assumption Agreement, pursuant to which Grantor became a party to the Guarantee and Collateral Agreement and granted Agent a security interest in its Intellectual Property including Trademarks (each as defined therein);

WHEREAS, on March 4, 2013, pursuant to the Guarantee and Collateral Agreement, Grantor entered into that certain Grant of Security Interest in Trademark Rights, recorded in the United States Patent and Trademark Office (“USPTO”) at Reel 4976, Frame 0024 on March 6, 2013, at Reel 4976, Frame 0052 on March 6, 2013 and at Reel 4983, Frame 0203 on March 12, 2013 (together with all amendments thereto, if any, the “Trademark Security Agreement”);

WHEREAS, as of even date herewith, all amounts owing and due under the Credit Agreement were repaid, and upon such payment all security interests granted to Agent under the Guarantee and Collateral Agreement and the Trademark Security Agreement were automatically released and terminated; and

WHEREAS, Agent wishes to further evidence its release of its interest in the Intellectual Property, including but not limited to the Trademarks (and including, without limitation, those items listed on Appendix 1), and retransfer and reassign to Grantor without recourse all of Agent’s right, title and interest in and to such Intellectual Property.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

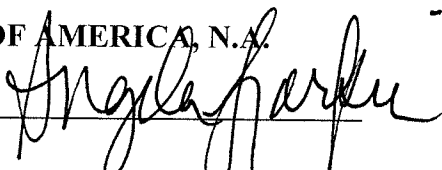
1. Definitions. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Collateral Agreement, Credit Agreement and Trademark Security Agreement, as applicable.

2. Release of Security Interest. Agent hereby releases, terminates, cancels, relinquishes and discharges any security interest it may have in, and any right of set off against, the Intellectual Property, including but not limited to the Trademarks (and including, without limitation, those items listed on Appendix 1), including any goodwill of the business symbolized by the foregoing, and all rights to sue for past, present, and future infringements thereof, and retransfers and reassigns any and all right, title and interest it may have in and to the foregoing without recourse to Grantor.

3. Delivery by Facsimile. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a signed counterpart of this Release.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Agent has caused this Release to be executed by its duly authorized officer.

BANK OF AMERICA, N.A.
By: 
Name: Angela Larkin
Title: Assistant Vice President

APPENDIX 1 – TRADEMARKS

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
OUTERWALL	85791045	11/29/2012	4886226	1/12/2016
OUTERWALL	85791049	11/29/2012	4593578	8/26/2014
OUTERWALL	85791052	11/29/2012	NONE	NONE
OUTERWALL	85791056	11/29/2012	4886227	1/12/2016
OUTERWALL	85791058	11/29/2012	4886228	1/12/2016
OUTERWALL	85791061	11/29/2012	NONE	NONE
OUTERWALL	85791064	11/29/2012	4593579	8/26/2014
OUTERWALL	85791068	11/29/2012	4898884	2/9/2016
OUTERWALL	85791080	11/29/2012	NONE	NONE