

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428858

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coinstar SPV Guarantor, LLC		05/12/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Coinstar Funding, LLC		
Street Address:	1800 114th Ave. SE		
City:	Bellevue		
State/Country:	WASHINGTON		
Postal Code:	98004		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 55			
Property Type	Number	Word Mark	
Serial Number:	86141239	BEYOND THE COIN	
Serial Number:	86141250	BEYOND THE COIN	
Serial Number:	77263177	COIN TO CARD	
Serial Number:	85284443	COINHEAD	
Serial Number:	75288648	COINS THAT COUNT	
Serial Number:	78250278	COINS TO CASH	
Serial Number:	86033795	COINSTAR	
Serial Number:	86033824	COINSTAR	
Serial Number:	74802295	COINSTAR	
Serial Number:	74423693	COINSTAR	
Serial Number:	86033836	COINSTAR	
Serial Number:	78085288	COINSTAR	
Serial Number:	78085295	COINSTAR	
Serial Number:	78085294	COINSTAR	
Serial Number:	86033838	COINSTAR	
Serial Number:	78980982	COINSTAR	
Serial Number:	78981366	COINSTAR	
Serial Number:	78862204	COINSTAR	
Serial Number:	86033890		
TRADEMARK			

CH \$1390.00 86141239

Property Type	Number	Word Mark
Serial Number:	85161835	
Serial Number:	86033901	
Serial Number:	85161855	
Serial Number:	86033906	
Serial Number:	85161844	
Serial Number:	85161846	
Serial Number:	86033911	
Serial Number:	85161852	
Serial Number:	78250276	GET CASH FOR YOUR COINS
Serial Number:	74575143	
Serial Number:	75262499	
Serial Number:	85157551	
Serial Number:	85658583	SAMPLEIT
Serial Number:	85658586	SAMPLEIT
Serial Number:	85658584	SAMPLEIT
Serial Number:	86053205	CREATING A BETTER EVERYDAY
Serial Number:	85888625	
Serial Number:	85888626	
Serial Number:	85888627	
Serial Number:	85888629	
Serial Number:	85888630	
Serial Number:	85888632	
Serial Number:	85888633	
Serial Number:	85888644	OUTERWALL
Serial Number:	85888643	OUTERWALL
Serial Number:	85888639	OUTERWALL
Serial Number:	85888648	OUTERWALL
Serial Number:	85888649	OUTERWALL
Serial Number:	85888642	OUTERWALL
Serial Number:	85888638	OUTERWALL
Serial Number:	85791049	OUTERWALL
Serial Number:	85791058	OUTERWALL
Serial Number:	85791045	OUTERWALL
Serial Number:	85791056	OUTERWALL
Serial Number:	85791068	OUTERWALL
Serial Number:	85791064	OUTERWALL

CORRESPONDENCE DATA

Fax Number:

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.

Email: kepark@paulweiss.com, dewilliams@paulweiss.com,
aspoto@paulweiss.com

Correspondent Name: Kevin E. Park

Address Line 1: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	21765-003
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NAME OF SUBMITTER:	05/24/2017
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SIGNATURE:	/Kevin Park/
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DATE SIGNED:	05/25/2017
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Total Attachments: 10

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NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS
(UNITED STATES)

This Notice of Grant of Back-up Security Interest in Trademarks (the "Notice"), is made and entered into as of May 12, 2017, by and between Coinstar SPV Guarantor, LLC, a Delaware limited liability company located at 1800 114th Ave. SE, Bellevue, WA 98004 ("Grantor"), and Coinstar Funding, LLC, a Delaware limited liability company located at 1800 114th Ave. SE, Bellevue, WA 98004 ("Secured Party") (collectively referred to as the "Parties").

WHEREAS, Grantor is the owner of the United States trademarks and service marks, including the associated registrations and applications for registration, set forth in Schedule 1 attached hereto (collectively, the "Trademarks") and the goodwill connected with the use of or symbolized by the Trademarks; and

WHEREAS, pursuant to the Second Tier Contribution Agreement between the Parties of even date herewith (the "Agreement"), solely in the event that a court of competent jurisdiction were to hold that the contribution of certain intellectual property defined in the Agreement as the Contributed IP thereunder does not constitute a valid contribution or absolute transfer of such Contributed IP in accordance therewith, but instead constitutes a loan, Grantor granted a security interest in such Contributed IP, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks and all products and proceeds of the foregoing, and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds relating thereto, and, to the extent not otherwise included, all proceeds of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character from time to time purporting to secure or otherwise relate to the foregoing (collectively, the "Trademark Collateral"); and

WHEREAS, pursuant to Sections 2.1(b) and 3.1(e) of the Agreement, Grantor agreed to execute and deliver to Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the "PTO") to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Agreement in the event a court of competent jurisdiction were to hold that the contribution of the Trademarks pursuant to the Agreement does not constitute a valid contribution or absolute transfer of the Trademarks as set forth in the Agreement, but instead constitutes a loan;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Agreement, which are incorporated by reference as if fully set forth herein, Grantor hereby grants a security interest in favor of the Secured Party in all of Grantor's right, title and interest in, to and under the Trademark Collateral now owned or hereafter acquired to secure such loan in the aggregate value of the Contribution Assets, *provided that* the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, including intent-to-use applications filed with the PTO pursuant to 15 USC Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 USC Section 1051(c) or (d), respectively, or, if filed, has not been

deemed in conformance with 15 USC Section 1051(a) or examined and accepted by the PTO, unless and until such time that the contribution, assignment and/or conveyance of the Trademarks hereunder will not cause such Trademarks to be invalidated, cancelled, voided or abandoned.

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

The Parties intend that this Notice is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Agreement, which govern the Secured Party's contingent interest in the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to provide notice of the contingent security interest in the Trademark Collateral for the Secured Party, and Grantor hereby requests the PTO to file and record the same together with the annexed Schedule 1.

Grantor and Secured Party hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Agreement and shall terminate automatically upon the termination of the Agreement.

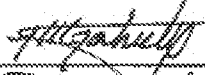
THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

This Notice may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

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IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered as of the date first written above.

COINSTAR SPV GUARANTOR, LLC




By: 
Name: James H. Gaherty
Title: CEO

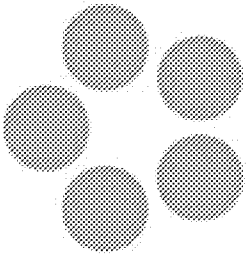
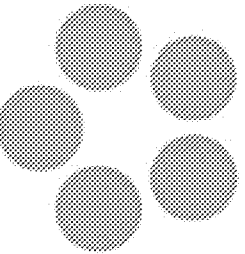
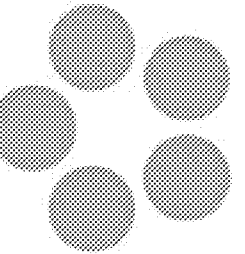
COINSTAR FUNDING, LLC

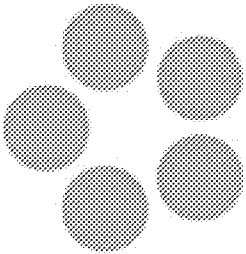
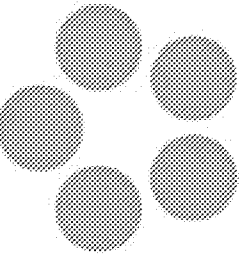
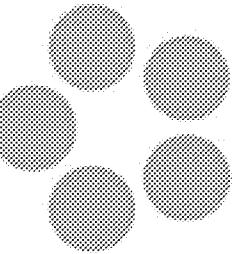
By: 
Name: James H. Gaherty
Title: CEO

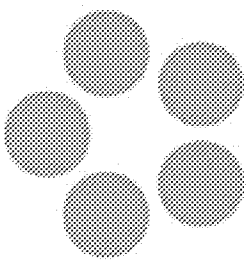
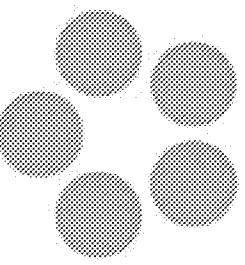
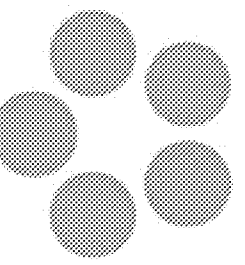
**Trademark Applications and Registrations
(as of April 28, 2017)**

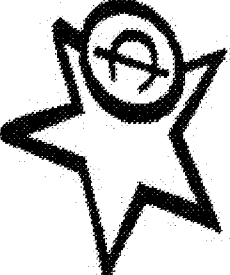


Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date
BEYOND THE COIN	USA	86141239	12/11/2013	4813585	09/15/2015
BEYOND THE COIN	USA	86141250	12/11/2013	4786634	08/04/2015
COIN TO CARD	USA	77263177	08/23/2007	4012750	08/16/2011
COINHEAD	USA	85284443	04/01/2011	4258384	12/11/2012
COINS THAT COUNT	USA	75288648	05/08/1997	2176543	07/28/1998
COINS TO CASH	USA	78250278	05/15/2003	3107510	06/20/2006
COINSTAR	USA	86033795	08/09/2013		
COINSTAR	USA	86033824	08/09/2013		
COINSTAR	USA	74802295	08/12/1993	1904944	07/11/1995
COINSTAR	USA	74423693	08/12/1993	2095425	09/09/1997
COINSTAR	USA	86033836	08/09/2013		
COINSTAR	USA	78085288	09/24/2001	2933898	03/15/2005
COINSTAR	USA	78085295	09/24/2001	3068865	03/14/2006
COINSTAR	USA	78085294	09/24/2001	3068864	03/14/2006
COINSTAR	USA	86033838	08/09/2013	4937123	04/12/2016
COINSTAR (Stylized)	USA	78980982	04/14/2006	3656034	07/14/2009

Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date
					
COINSTAR (Stylized)	USA	78981366	04/14/2006	3782900	04/27/2010
					
COINSTAR (Stylized)	USA	78862204	04/14/2006	3782855	04/27/2010
					
Five Coin Logo	USA	86033890	08/09/2013	4622253	10/14/2014

Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date
	USA	85161835	10/26/2010	4649418	12/02/2014
	USA	86033901	08/09/2013	4622254	10/14/2014
	USA	85161855	10/26/2010	4589019	08/19/2014

Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date
 <p>Five Coin Logo</p>	USA	86033906	08/09/2013		
 <p>Five Coin Logo</p>	USA	85161844	10/26/2010	4645397	11/25/2014
 <p>Five Coin Logo</p>	USA	85161846	10/26/2010	4645398	11/25/2014

Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date
	USA				
Five Coin Logo	USA	86033911	08/09/2013	4937124	04/12/2016
					
Five Coin Logo	USA	85161852	10/26/2010	4429128	11/05/2013
					
GET CASH FOR YOUR COINS	USA	78250276	05/15/2003	3788726	05/11/2010
STAR AND COIN Design	USA	74575143	09/19/1994	2114426	11/18/1997

Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date
 Star, Heart and Coin Design	USA	75262499	03/24/1997	2161715	06/02/1998
 The Color Green Trade Dress	USA	85157551	10/20/2010	4033911	10/04/2011
 COINSTAR	WISCONSIN	195714	11/13/2013	195714	11/13/2013
SAMPLEIT	USA	85658583	06/21/2012	4773235	07/14/2015
SAMPLEIT	USA	85658586	06/21/2012	4773236	07/14/2015

Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date
SAMPLEIT	USA	85658584	06/21/2012	4867354	12/08/2015
CREATING A BETTER EVERYDAY	USA	86053205	08/30/2013	4657270	12/16/2014
Design Only	USA	85888625	03/28/2013	4653595	12/09/2014
Design Only	USA	85888626	03/28/2013	4886253	01/12/2016
Design Only	USA	85888627	03/28/2013	5105254	12/20/2016
Design Only	USA	85888629	03/28/2013	4886254	01/12/2016
Design Only	USA	85888630	03/28/2013	4886255	01/12/2016
Design Only	USA	85888632	03/28/2013	4653596	12/09/2014
Design Only	USA	85888633	03/28/2013	4886256	01/12/2016
OUTERWALL	USA	85888644	03/28/2013	4886259	01/12/2016
OUTERWALL	USA	85888643	03/28/2013	4886258	01/12/2016
OUTERWALL	USA	85888639	03/28/2013	4886257	01/12/2016
OUTERWALL	USA	85888648	03/28/2013	4653598	12/09/2014
OUTERWALL	USA	85888649	03/28/2013	4886260	01/12/2016
OUTERWALL	USA	85888642	03/28/2013	5105255	12/20/2016
OUTERWALL	USA	85888638	03/28/2013	4653597	12/09/2016
OUTERWALL	USA	85791049	11/29/2012	4593578	08/26/2014
OUTERWALL	USA	85791058	11/29/2012	4886228	01/12/2016
OUTERWALL	USA	85791045	11/29/2012	4886226	01/12/2016
OUTERWALL	USA	85791056	11/29/2012	4886227	01/12/2016
OUTERWALL	USA	85791068	11/29/2012	4898884	02/09/2016
OUTERWALL	USA	85791064	11/29/2012	4593579	08/26/2014
COINSTAR	WISCONSIN				13-NOV-2013
COINSTAR	ARIZONA			580480	08/30/2013
COINSTAR	NORTH DAKOTA			35059300	08/29/2013
COINSTAR	WYOMING			2013-000649353	08/23/2013
COINSTAR	NEBRASKA			10180625	08/14/2013