

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM429006

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
COINSTAR ASSET HOLDINGS, LLC		05/12/2017	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	CITIBANK, N.A., as trustee
<b>Street Address:</b>	388 Greenwich Street
<b>Internal Address:</b>	14th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10013
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## 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

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86033890	
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

<b>ATTORNEY DOCKET NUMBER:</b>	21765-003
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<b>NAME OF SUBMITTER:</b>	05/25/2017
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<b>SIGNATURE:</b>	/Kevin Park/
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<b>DATE SIGNED:</b>	05/26/2017
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**Total Attachments: 11**

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**NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS**

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Notice") is made and entered into as of May 12, 2017, by COINSTAR ASSET HOLDINGS, LLC, a Delaware limited liability company located at 1800 114<sup>th</sup> Ave. SE, Bellevue, WA 98004 ("Grantor"), in favor of CITIBANK, N.A., a national banking association ("Citibank"), as trustee, located at 388 Greenwich Street, 14th Floor, New York, NY 10013 ("Trustee").

WHEREAS, Grantor is the owner of the United States trademarks and service marks set forth in Schedule 1 attached hereto, 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 such Trademarks; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of May 12, 2017, by and among Coinstar SPV Guarantor, LLC, a Delaware limited liability company, and Coinstar Asset Holdings, LLC, a Delaware limited liability company, each as a Guarantor, in favor of the Trustee (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), to secure the Obligations, Grantor has granted to the Trustee for the benefit of the Secured Parties, a security interest in Grantor's right, title and interest in, to and under certain intellectual property of Grantor, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks, and the right to bring an action at law or in equity for any past, present or future 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 payments, proceeds, supporting obligations and accrued and future rights to payment with respect to the foregoing (collectively, the "Trademark Collateral"); and

WHEREAS, pursuant to Section 5.2 of the Guarantee and Collateral Agreement, Grantor agreed to execute and deliver to the Trustee this Notice for purposes of filing the same with the PTO to confirm, evidence and, as applicable, perfect the security interest in the Trademark Collateral granted under the Guarantee and Collateral Agreement;

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 Indenture and the Guarantee and Collateral Agreement, which are incorporated by reference as if fully set forth herein, to secure the Obligations, Grantor hereby grants to the Trustee, for the benefit of the Secured Parties, a security interest in Grantor's right, title and interest in, to and under the Trademark Collateral, to the extent now owned or at any time hereafter acquired by Grantor; *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 grant and/or enforcement of such security interest, 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), *provided that* at such time that the grant and/or enforcement of the security interest will not cause such Trademark to be invalidated, cancelled, voided or abandoned such Trademark application will not be excluded from the Notice of the grant of security interest hereunder.

Capitalized terms used in this Notice (including the preamble and the recitals hereto), and not defined in this Notice, shall have the meanings assigned to such terms in Annex A attached to the Base Indenture, dated as of May 12, 2017, by and among Coinstar Funding, LLC, a Delaware limited liability company, as Issuer, and Citibank, as Trustee and Securities Intermediary (as amended, supplemented or otherwise modified from time to time, the “Indenture”).

The parties intend that this Notice is for recordation and, as applicable, perfection purposes. The terms of this Notice shall not modify the applicable terms and conditions of the Indenture or the Guarantee and Collateral Agreement, which govern the Trustee’s 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 create and, as applicable, perfect a security interest in the Trademark Collateral in favor of the Trustee for the benefit of the Secured Parties, and Grantor hereby requests the PTO to file and record this Notice together with the annexed Schedule 1.

Grantor and Trustee 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 Indenture and the Guarantee and Collateral Agreement and shall terminate automatically upon the termination of the Indenture and the Guarantee and Collateral Agreement.

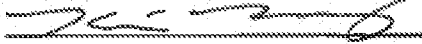
THIS NOTICE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

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 one and the same agreement.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed by its duly authorized officer as of the date first written above.

COINSTAR ASSET HOLDINGS,  
LLC, as Grantor

By:   
Name: *Kevin McCally*  
Title: *CEO*



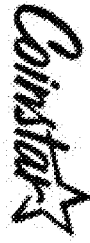
**Schedule 1  
Trademarks**

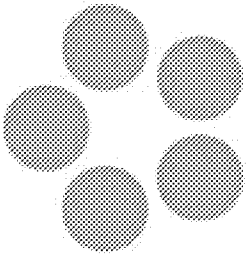
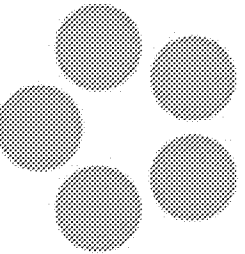
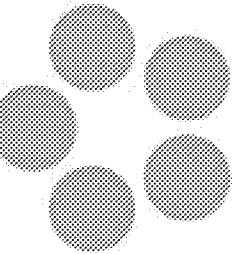
**See Attached.**

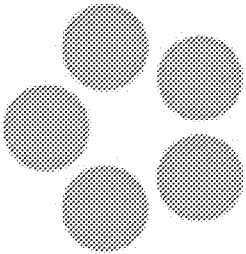
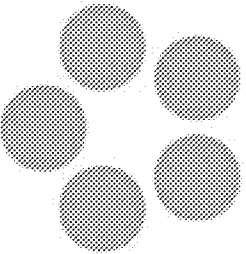
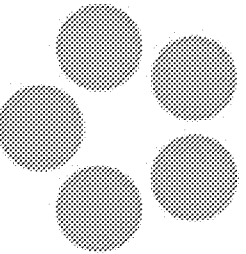
**Trademark Applications and Registrations  
(as of April 28, 2017)**

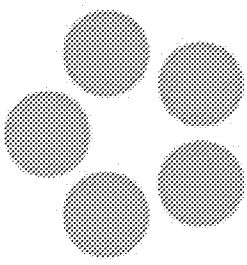
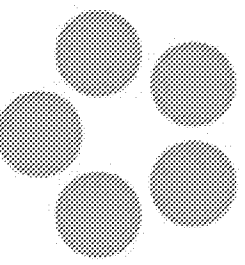
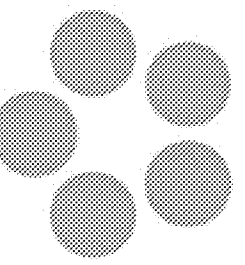
Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date
BEYOND THE COIN	USA	86141239	12/11/2013	4813585	09/15/2015
BEYOND THE COIN	USA	86141250	12/11/2013	4786634	08/04/2015
COIN TO CARD	USA	77263177	08/23/2007	4012750	08/16/2011
COINHEAD	USA	85284443	04/01/2011	4258384	12/11/2012
COINS THAT COUNT	USA	75288648	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

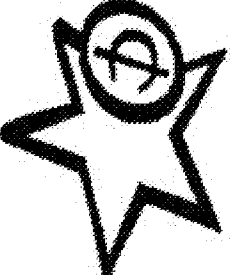




Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date
					
COINSTAR (Stylized)	USA	78981366	04/14/2006	3782900	04/27/2010
					
COINSTAR (Stylized)	USA	78862204	04/14/2006	3782855	04/27/2010
					
Five Coin Logo	USA	86033890	08/09/2013	4622253	10/14/2014

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
	USA	75262499	03/24/1997	2161715	06/02/1998
Star, Heart and Coin Design 	USA	85157551	10/20/2010	4033911	10/04/2011
The Color Green Trade Dress 	USA	195714	11/13/2013	195714	11/13/2013
COINSTAR	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