

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GroupEx Financial Corporation		01/28/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	231 S. LaSalle Street
Internal Address:	Mail Code: IL1-231-10-41
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60697
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2591230	GROUPEX
Registration Number:	2483388	
Registration Number:	2911828	REYME\$A
Registration Number:	2154872	MEJICO EXPRESS
Registration Number:	3013342	UNIENDO FAMILIAS
Registration Number:	3038101	MEXICO EXPRESS
Registration Number:	2925028	MEXICO EXPRESS
Registration Number:	2925029	MEXICO EXPRESS
Registration Number:	3038102	MEXICO EXPRESS
Registration Number:	3177629	REYME\$A
Serial Number:	77022663	A GROUPEX FINANCIAL CORPORATION SERVICE
Serial Number:	77005894	MEXICO REYME\$A
Serial Number:	77005895	REYME\$A MEXICO

CH \$340.00 2591230

CORRESPONDENCE DATA

Fax Number: (214)200-0458
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (214) 651-5242
Email: april.reasoner@haynesboone.com
Correspondent Name: Randall C. Brown
Address Line 1: Haynes and Boone, LLP
Address Line 2: 901 Main Street, Suite 3100
Address Line 4: Dallas, TEXAS 75202

ATTORNEY DOCKET NUMBER:	17997.1076
NAME OF SUBMITTER:	Randall C. Brown
Signature:	/Randall C. Brown/
Date:	02/14/2008

Total Attachments: 5
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of January 31, 2008 is made by GroupEx Financial Corporation, a Delaware corporation (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, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Coinstar, Inc., a Delaware corporation and the parent company of the Obligor ("Borrower"), the Lenders, the Agent, the documentation agents and the syndication agent named therein. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Borrower have executed and delivered the Guarantee and Collateral Agreement, dated as of November 20, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, in connection with the Credit Agreement, the Obligor of the Borrower have executed and delivered the Assumption Agreement, dated as of January 31, 2008, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Assumption Agreement");

WHEREAS, pursuant to the Assumption Agreement, Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

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 Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, 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 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 hereto), to the Agent for the benefit of the Agent and the Lenders 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 of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and the Assumption Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement and the Assumption Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in (i) the Credit Agreement, (ii) the Guarantee and Collateral Agreement, and (iii) the Assumption 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.**

SCHEDULE A

U.S. Trademark Registrations and Applications

Registrant/Applicant	Mark	Country	Class	(App. No.)/ Reg. No.	(App. Date)/ Reg. Date
Grouplex Financial Corporation	GROUPEX	U.S.	036, 039	2,591,230	7/9/2002
Grouplex Financial Corporation	Design Only	U.S.	036, 039	2,483,388	8/28/2001
Grouplex Financial Corporation	REYME\$A	U.S.	036	2,911,828	12/14/2004
Grouplex Financial Corporation	MEJICO EXPRESS and Design	U.S.	039	2,154,872	5/5/1998
Grouplex Financial Corporation	UNIENDO FAMILIAS	U.S.	036, 039	3,013,342	11/8/2005
Grouplex Financial Corporation	MEXICO EXPRESS	U.S.	039	3,038,101	1/3/2006
Grouplex Financial Corporation	MEXICO EXPRESS	U.S.	036	2,925,028	2/8/2005
Grouplex Financial Corporation	MEXICO EXPRESS and Design	U.S.	036	2,925,029	2/8/2005
Grouplex Financial Corporation	MEXICO EXPRESS and Design	U.S.	036	3,038,102	1/3/2006
Grouplex Financial Corporation	REYME\$A	U.S.	039	3,177,629	11/28/2006
Grouplex Financial Corporation	A GROUPEX FINANCIAL CORPORATION SERVICE and Design	U.S.	036	(77022663)	(10/17/2006)
Grouplex Financial Corporation	MEXICO REYME\$A	U.S.	036, 039	(77005894)	(9/22/2006)
Grouplex Financial Corporation	REYME\$A MEXICO	U.S.	036, 039	(77005895)	(9/22/2006)

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.

GROUPEX FINANCIAL CORPORATION,
a Delaware corporation

By: 

Name: Ronald B. Axelrod

Title: Secretary

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

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On the 28th day of January, 2008, before me personally came Ronald B. Axelrod, who is personally known to me to be the Secretary of GroupEx Financial Corporation, a Delaware corporation; who, being duly sworn, did depose and say that he is the Secretary in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.





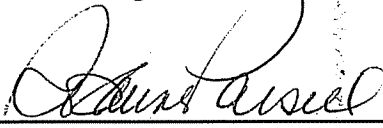
Notary Public

(PLACE STAMP AND SEAL ABOVE)

Signature Page to
Trademark Security Agreement

TRADEMARK
REEL: 003719 FRAME: 0548

BANK OF AMERICA, N.A.,
as Administrative Agent for the Lenders

By: _____

Name: Rosanne Parsill
Title: Assistant Vice President

Signature Page to
Trademark Security Agreement