

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600620

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REDBOX HOLDINGS, LLC		09/30/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	HPS INVESTMENT PARTNERS, LLC		
Street Address:	40 WEST 57TH STREET		
Internal Address:	33RD FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88472728	REDBOX ENTERTAINMENT	
Serial Number:	88472696	REDBOX ORIGINAL	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	rschwartz@paulweiss.com, cmannino@paulweiss.com, snygren@paulweiss.com		
Correspondent Name:	REBECCA B. SCHWARTZ		
Address Line 1:	PAUL WEISS RIFKIND WHARTON & GARRISON LLP		
Address Line 2:	1285 AVENUE OF THE AMERICAS		
Address Line 4:	NEW YORK, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	021764-0004		
NAME OF SUBMITTER:	Rebecca Schwartz		
SIGNATURE:	/s/ Rebecca Schwartz		
DATE SIGNED:	10/01/2020		
Total Attachments: 5			
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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of September 30, 2020 (this “Notice”), made by REDBOX HOLDINGS, LLC, a Delaware limited liability company (the “Pledgor”), in favor of HPS INVESTMENT PARTNERS, LLC, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement, dated as of October 20, 2017 (as supplemented by the Supplement No. 1 to the Collateral Agreement, dated as of the date hereof, and as further amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Redbox Automated Retail, LLC (the “Borrower”), Redwood Intermediate, LLC (“Holdings”), the Pledgor, each subsidiary of the Borrower identified therein and HPS Investment Partners, LLC, 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.

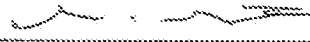
SECTION 4. *Counterparts.* This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall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

REDBOX HOLDINGS, LLC

By: 
Name: Galen C. Smith
Title: President

[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 007077 FRAME: 0101

HPS INVESTMENT PARTNERS, LLC,
as Collateral Agent,

By: _____
Name: Vikas Keswani
Title: Managing Director

[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 007077 FRAME: 0102

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by Redbox Automated Retail LLC

U.S. Trademark Registrations

None.

U.S. Trademark Applications

Mark	Application No.	Filing Date
Redbox Entertainment	88472728	6/13/19
Redbox Original	88472696	6/13/19