

04-30-2002



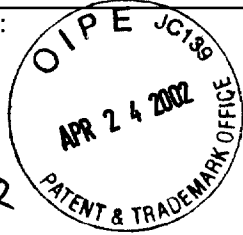
102073335

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.

1. Name(s) of conveying party(ies):
 1) COINSTAR, INC.

4-24-02

Additional names of conveying parties attached? Yes No



2. Name and address of receiving party:
 Name: BANK OF AMERICA, N.A., IN ITS CAPACITY AS ADMINISTRATIVE AGENT FOR ITSELF, THE LENDERS AND THE L/C ISSUER, AS EACH IS DEFINED IN THE ATTACHED SECURITY AGREEMENT

Street Address: 700 LOUISIANA STREET
SEVENTH FLOOR

City HOUSTON State TX
 Zip: 77002

Additional names & addresses attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Dates:
 1) APRIL 18, 2002 4) _____
 2) _____ 5) _____
 3) _____ 6) _____

4. Application number(s) or registration number(s):

If this document is being filed together with a new application, the execution date of the application is _____.

A. Patent Application No(s).
09/972,050

Additional numbers attached? Yes No

B. Patent No(s).

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Stan Jensen, Esq.
 Internal Address: Bracewell & Patterson L.L.P.
 Street Address: 711 Louisiana, Suite 2900
 City: Houston State: TX ZIP: 77002-2781

6. Total number of applications and patents involved 1

7. Total Fee (37 CFR 3.41): \$40.00
 Enclosed
 Authorized to be charged to deposit account

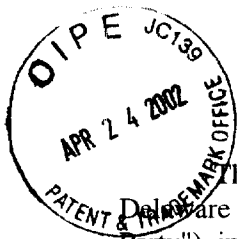
8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Don Rench _____ Date 4/18/02
 Don Rench, Corporate Secretary, Coinstar, Inc.

Total number of pages including cover sheet, attachments, and document: _____ 3



INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Agreement dated effective as of April 18, 2002, by and between Coinstar, Inc., (the "Debtor") a Delaware corporation with principal offices in Bellevue, Washington, and Bank of America, N.A. (the "Secured Party"), in its capacity as Administrative Agent for the benefit of itself, the Lenders, and the L/C Issuer, as defined in the Security Agreement between Debtor and Secured Party, dated as of April 18, 2002.

WHEREAS, the Debtor is the owner of certain rights, title and interest in and to the inventions and their associated patent applications described on Schedule A attached to and made a part of this Agreement (the "Patents");

WHEREAS, the Secured Party is interested in acquiring a security interest in the Patents from the Debtor, and the Debtor is interested in granting such a security interest in the Patents to the Secured Party.

NOW, THEREFORE, the Debtor, for the sum of one United States dollar and other good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged by the Debtor:

Hereby grants to the Secured Party, its successors and assigns, a security interest in the Assignor's entire right, title, interest, and goodwill associated therewith in and to the Patents;

Will, upon written request of the Secured Party, its successors and assigns, execute reasonable documents to perfect the Secured Party's security interest in the Patents; and

Hereby represents and warrants that it is the owner of the rights granted herein and has full power and authority to grant a security interest in the Patents.

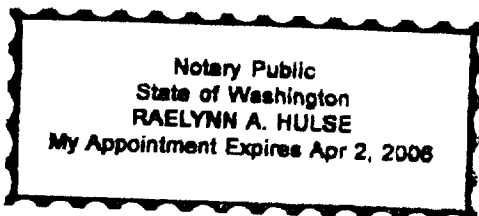
IN WITNESS WHEREOF, the Debtor has given legal effect to this Agreement by its duly authorized representative.

COINSTAR, INC.,

By: [Signature]
Name: Donald R. Rensch
Title: Secretary

STATE OF WASHINGTON §
§
KING COUNTY §

Personally appeared before me this 18 day of April, 2002, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.



Notary Public in and for
The State of Washington
Name: [Signature]
My Commission Expires: 4/2/08

INTELLECTUAL PROPERTY SECURITY AGREEMENT



This Agreement dated effective as of April 16, 2002, by and between Coinstar, Inc., (the "Debtor") a Delaware corporation with principal offices in Bellevue, Washington, and Bank of America, N.A. (the "Secured Party"), in its capacity as Administrative Agent for the benefit of itself, the Lenders, and the L/C Issuer, as defined in the Security Agreement between Debtor and Secured Party, dated as of April 16, 2002.

WHEREAS, the Debtor is the owner of certain rights, title and interest in and to the inventions and their associated patent applications described on Schedule A attached to and made a part of this Agreement (the "Patents");

WHEREAS, the Secured Party is interested in acquiring a security interest in the Patents from the Debtor, and the Debtor is interested in granting such a security interest in the Patents to the Secured Party.

NOW, THEREFORE, the Debtor, for the sum of one United States dollar and other good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged by the Debtor:

Hereby grants to the Secured Party, its successors and assigns, a security interest in the Assignor's entire right, title, interest, and goodwill associated therewith in and to the Patents;

Will, upon written request of the Secured Party, its successors and assigns, execute reasonable documents to perfect the Secured Party's security interest in the Patents; and

Hereby represents and warrants that it is the owner of the rights granted herein and has full power and authority to grant a security interest in the Patents.

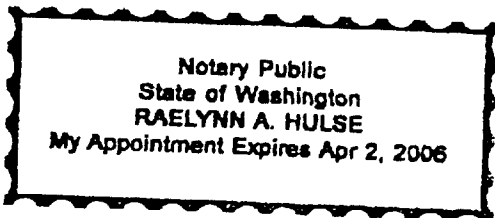
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COINSTAR, INC.,

By: [Signature]
Name: Donald R. Hensch
Title: Secretary

STATE OF WASHINGTON §
KING COUNTY §

Personally appeared before me this 18 day of April, 2002, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.



Notary Public in and for
The State of Washington
Name: [Signature]
My Commission Expires: 4/2/06

SCHEDULE A

Patent Applications

09/972,050

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SCHEDULE A

Patent Applications

09/972,050