



102073347

To the Honorable Commissioner of Patents and Trademarks, Patent and Trademark Office, Washington, DC 20503 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

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

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

Street Address: 700 LOUISIANA STREET  
SEVENTH FLOOR  
 City HOUSTON State TX  
 Zip: 77002

Additional names & addresses attached?  Yes  No

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).  
09/549,661

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  
 Don Rench, Corporate Secretary, Coinstar, Inc.

4/18/02  
Date

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.

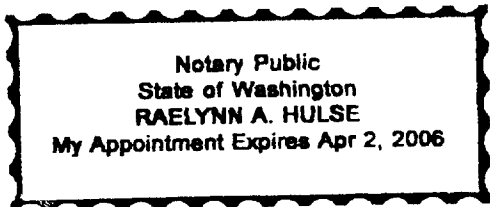
IN WITNESS WHEREOF, the Debtor has given legal effect to this Agreement by its duly authorized representative.

COINSTAR, INC.,

By: [Signature]
Name: Donald R. Penick
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.



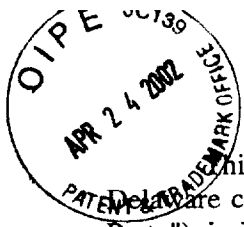
Notary Public in and for
The State of Washington
Name: [Signature]
My Commission Expires: 4/2/06

**SCHEDULE A**

**Patent Applications**

09/549,661

INTELLECTUAL PROPERTY SECURITY AGREEMENT



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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:

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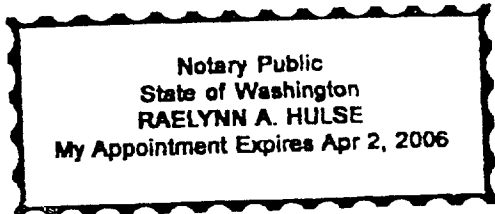
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COINSTAR, INC.,

By: Donald R. Rouch  
Name: Donald R. Rouch  
Title: Secretary

STATE OF WASHINGTON §  
§  
KING COUNTY §

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Notary Public in and for  
The State of Washington  
Name: Raelynn Hulse  
My Commission Expires: 4/2/06

**SCHEDULE A**

**Patent Applications**

09/549,661



5) \$

711 Louisiana Street, Suite 2900  
Houston, Texas 77002-2781  
Phone: 713.223.2900  
Fax: 713.221.1212

April 23, 2002

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Re: U.S. Patent: Coinstar, Inc.  
Patent Application No(s). 09/549,661

Dear Sir or Madam:

Enclosed for filing are the following documents:

- 1) Intellectual Property Security Agreement,
- 2) Check in the amount of \$40.00 to cover the filing fee; and
- 3) Transmittal letter in duplicate.

Do not hesitate to contact me at 713-221-1436 with any questions.

Very truly yours,

Bracewell & Patterson, L.L.P.

A handwritten signature in cursive script that reads 'Theresa A. Breslin'.

Theresa A. Breslin  
Legal Assistant

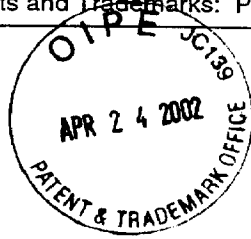
Houston\1414954.1

**PATENTS ONLY**

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Additional names of conveying parties attached?  Yes  No



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

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