

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Coinstar, Inc.	07/07/2004

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252

PROPERTY NUMBERS Total: 52

Property Type	Number
Patent Number:	5564546
Patent Number:	5620079
Patent Number:	5746299
Patent Number:	5799767
Patent Number:	5842916
Patent Number:	5909793
Patent Number:	5909794
Patent Number:	5957262
Patent Number:	5988348
Patent Number:	6047807
Patent Number:	6047808
Patent Number:	6056104
Patent Number:	6082519
Patent Number:	6095313
Patent Number:	6116402

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Patent Number:	6168001
Patent Number:	6174230
Patent Number:	6196371
Patent Number:	6349972
Patent Number:	6438230
Patent Number:	6471030
Patent Number:	6484863
Patent Number:	6484884
Patent Number:	6494776
Patent Number:	6520308
Patent Number:	6602125
Patent Number:	6644696
Patent Number:	6666318
Patent Number:	6736251
Patent Number:	6758316
Application Number:	09960599
Application Number:	09972050
Application Number:	10020587
Application Number:	10119534
Application Number:	10313944
Patent Number:	6766892
Application Number:	10367110
Application Number:	10414826
Application Number:	10652953
Application Number:	10653699
Application Number:	10733522
Application Number:	10734615
Application Number:	10768387
Application Number:	10825951
PCT Number:	US0226245
PCT Number:	US0239212
PCT Number:	US0304600
PCT Number:	US0304601
PCT Number:	US0304603
PCT Number:	US0304799

PCT Number:	US0311648
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PCT Number:	US0417473
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CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-2254

Email: LLevy@stblaw.com

Correspondent Name: Robyn Rahbar, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Robyn Rahbar
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Total Attachments: 9

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GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

THIS GRANT OF SECURITY INTEREST IN PATENT RIGHTS (“Agreement”), dated as of July 7, 2004 is made by Coinstar, Inc, a Delaware company (the “Borrower”), in favor of JPMorgan Chase Bank, as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of July 7, 2004 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the 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 Borrower has executed and delivered a the Guarantee and Collateral Agreement, dated as of July 7, 2004, 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, pursuant to the Guarantee and Collateral Agreement, the Borrower 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 Patents; and

WHEREAS, the Borrower 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 Borrower 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 Borrower 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 Patents (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.

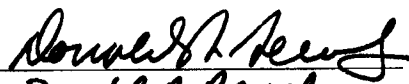
SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral 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 Borrower 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 the Credit Agreement and the Guarantee and Collateral 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.

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.

COINSTAR, INC.

By: 
Name: Donald R. Reuch
Title: Secretary

JPMORGAN CHASE BANK
as Administrative Agent for the Lenders

By: _____
Name: _____
Title: _____

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.

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.

COINSTAR, INC.

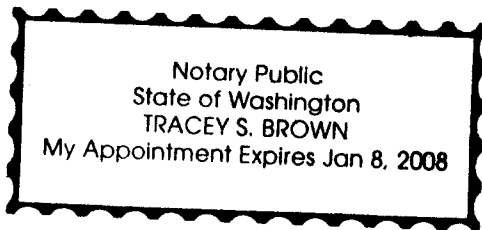
By: _____
Name:
Title:

JPMORGAN CHASE BANK
as Administrative Agent for the Lenders

By: _____
Name: Gary L. Spevack
Title: Vice President
JPMorgan Chase Bank

STATE OF Washington)
) ss
COUNTY OF King)

On the 9th day of September, 2004, before me personally came Donald R. Rencin, who is personally known to me to be the Secretary of Coinstar, Inc., a Delaware Corporation; who, being duly sworn, did depose and say that she/he is the Secretary in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Tracey S. Brown
Notary/Public

(PLACE STAMP AND SEAL ABOVE)

STATE OF New York)
) ss
COUNTY OF New York

On the 16th day of August, 2004, before me personally came Suz Sperack, who is personally known to me to be Vice President of JPMorgan Chase Bank, who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Paula A. Hansen
Notary Public

PAULA A. HANSEN
NOTARY PUBLIC, State of New York
NO. 24-4687606
Qualified in New York County
Certificate Filed in New York County
Commission Expires November 23, 2005

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Patents Registrations and Applications

Registrant/Applicant	Country	Title	Patent/Application No.
Coinstar, Inc.	United States	COIN COUNTER/SORTER AND COUPON/VOUCHER DISPENSING MACHINE AND METHOD	5564546
	United States	COIN COUNTER/SORTER AND COUPON/VOUCHER DISPENSING MACHINE AND METHOD	5620079
	United States	COIN COUNTER DEJAMMING METHOD AND APPARATUS	5746299
	United States	CLEANING APPARATUS AND METHOD FOR A COIN COUNTER AND VOUCHER DISPENSER	5799767
	United States	METHOD AND APPARATUS FOR CONDITIONING COINS PRIOR TO DISCRIMINATION	5842916
	United States	COIN COUNTER PRIZE-AWARDING METHOD AND APPARATUS USING PROMOTIONAL COINS	5909793
	United States	DONATION TRANSACTION METHOD AND APPARATUS	5909794
	United States	COIN COUNTER DEJAMMING METHOD AND APPARATUS	5957262
	United States	COIN DISCRIMINATION APPARATUS AND METHOD	5988348
	United States	RESTRICTED ACCESS COIN COUNTER	6047807
	United States	COIN SENSING APPARATUS AND METHOD	6047808
	United States	COIN SENSING APPARATUS AND METHOD	6056104
	United States	COIN BIN WITH LOCKING LID	6082519
	United States	COIN COUNTER DEJAMMING METHOD AND APPARATUS	6095313
	United States	VOUCHER CODING FOR SELF-SERVICE COIN DISCRIMINATOR	6116402
	United States	POSITIVE DRIVE COIN DISCRIMINATION APPARATUS AND METHOD	6168001
	United States	METHOD AND APPARATUS FOR CONDITIONING COINS PRIOR TO DISCRIMINATION	6174230
	United States	COIN DISCRIMINATION APPARATUS AND METHOD	6196371
	United States	COIN DISCRIMINATOR VOUCHER ANTI-COUNTERFEITING METHOD AND APPARATUS	6349972
	United States	DATA MAPPING METHOD AND APPARATUS WITH MULTI-PARTY CAPABILITY	6438230
	United States	COIN SENSING APPARATUS AND METHOD	6471030
	United States	COIN COUNTER/SORTER & COUPON/VOUCHER DISPENSING MACHINE AND METHOD	6484863
	United States	METHOD AND APPARATUS FOR	6484884

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	CONDITIONING COINS PRIOR TO DISCRIMINATION	
United States	COIN COUNTER/SORTER & COUPON/VOUCHER DISPENSING MACHINE AND METHOD	6494776
United States	COIN DISCRIMINATION APPARATUS AND METHOD	6520308
United States	AUTOMATIC COIN INPUT TRAY FOR A SELF-SERVICE COIN-COUNTING MACHINE	6602125
United States	COIN DISCRIMINATOR VOUCHER ANTI- COUNTERFEITING METHOD AND APPARATUS	6644696
United States	METHOD AND APPARATUS FOR CONDITIONING COINS PRIOR TO DISCRIMINATION	6666318
United States	COIN COUNTER/SORTER AND COUPON/VOUCHER DISPENSING MACHINE AND METHOD	6736251
United States	COIN COUNTER/SORTER AND COUPON/VOUCHER DISPENSING MACHINE AND METHOD	6758316
United States	COIN DISCRIMINATOR VOUCHER ANTI- COUNTERFEITING METHOD AND APPARATUS	09/960599
United States	METHOD AND APPARATUS FOR COIN OR OBJECT SENSING USING ADAPTIVE OPERATING POINT CONTROL	09/972050
United States	PAPERLESS COUPON REDEMPTION METHOD AND APPARATUS	10/020587
United States	COIN COUNTER/SORTER AND COUPON/VOUCHER DISPENSING MACHINE AND METHOD	10/119,534
United States	METHODS AND SYSTEMS FOR DETECTING COIN FRAUD IN COIN-COUNTING MACHINES AND OTHER DEVICES	10/313,944
United States	COIN DISCRIMINATION APPARATUS AND METHOD	6,766,892
United States	APPARATUSES AND METHODS FOR DISPENSING MAGNETIC CARDS, INTEGRATED CIRCUIT CARDS, AND OTHER SIMILAR ITEMS	10/367,110
United States	METHODS AND APPARATUSES FOR PURCHASING TELEPHONE CALLING CARD MINUTES USING AN ELECTRONIC COMMERCE KIOSK AND FOR CONDUCTING OTHER FORMS OF ELECTRONIC COMMERCE	10/414,826
United States	METHOD AND APPARATUS FOR CONDITIONING COINS PRIOR TO DISCRIMINATION	10/652,953
United States	COIN DISCRIMINATOR VOUCHER ANTI- COUNTERFEITING METHOD AND APPARATUS	10/653,699
United States	COIN COUNTER/SORTER AND COUPON/VOUCHER DISPENSING MACHINE AND METHOD	10/733,522
United States	METHODS AND SYSTEMS FOR PROVIDING CONSUMER SERVICES INCLUDING COIN-	10/734,615

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	COUNTING AND DIGITAL IMAGE PRINTING	
United States	COIN-DISCRIMINATOR VOUCHER ANTI- COUNTERFEITING METHOD AND APPARATUS	10/768,387
United States	COIN DISCRIMINATION APPARATUS AND METHOD	10/825,951
Pct	COIN-DISCRIMINATOR VOUCHER ANTI- COUNTERFEITING METHOD AND APPARATUS	PCT/US02/26245
Pct	METHODS AND SYSTEMS FOR DETECTING COIN FRAUD IN COIN-COUNTING MACHINES AND OTHER DEVICES	PCT/US02/39212
Pct	METHODS AND SYSTEMS FOR EXCHANGING AND/OR TRANSFERRING VARIOUS FORMS OF VALUE	PCT/US03/04600
Pct	METHODS AND SYSTEMS FOR EXCHANGING AND/OR TRANSFERRING VARIOUS FORMS OF VALUE	PCT/US03/04601
Pct	METHODS AND SYSTEMS FOR EXCHANGING AND/OR TRANSFERRING VARIOUS FORMS OF VALUE	PCT/US03/04603
Pct	APPARATUSES AND METHODS FOR DISPENSING MAGNETIC CARDS, INTEGRATED CIRCUIT CARDS, AND OTHER SIMILAR ITEMS	PCT/US03/04799
Pct	METHODS AND APPARATUSES FOR PURCHASING TELEPHONE CALLING CARD MINUTES USING AN ELECTRONIC COMMERCE KIOSK AND FOR CONDUCTING OTHER FORMS OF ELECTRONIC COMMERCE	PCT/US03/11648
Pct	METHODS AND SYSTEMS FOR PROVIDING PRODUCTS, SUCH AS DIGITAL CONTENT INCLUDING GAMES, RING TONES, AND/OR GRAPHICS, AND SERVICES, SUCH AS COMPUTER NETWORK SERVICE INCLUDING INTERNET SERVICE	PCT/US04/17473