

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
Coinstar Entertainment Services Inc.	FORMERLY American Coin Merchandising, Inc.	11/15/2007	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: 17

Property Type	Number	Word Mark
Registration Number:	2943520	FOLZ
Registration Number:	1796313	FUN SHOPPE
Registration Number:	2287231	KID SHOPPE
Registration Number:	2932630	MICROVEND
Registration Number:	2363104	SHOPPE OF STICKERS
Registration Number:	1624588	SUGAR LOAF
Registration Number:	1579191	SUGAR LOAF
Registration Number:	1950388	SUGAR LOAF
Registration Number:	1957176	SUGAR LOAF
Registration Number:	1905902	SUGARLOAF
Registration Number:	2028133	SUGARLOAF
Registration Number:	1616544	TOY SHOPPE
Registration Number:	1930216	TREASURE SHOPPE

CH \$440.00 2943520

Registration Number:	3326001	BIG SHOPPE
Registration Number:	2233463	SHOPPE
Registration Number:	2981049	RAINBOW CRANE
Registration Number:	2948024	RAINBOW CRANE

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:	12/06/2007

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 November 20, 2007 is made by Coinstar Entertainment Services Inc. (f/k/a American Coin Merchandising, Inc.), 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.

WITNESSETH:

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, pursuant to the Guarantee and Collateral 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 is expressly subject to the terms and conditions thereof. The

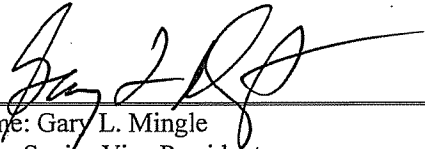
Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The 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 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.

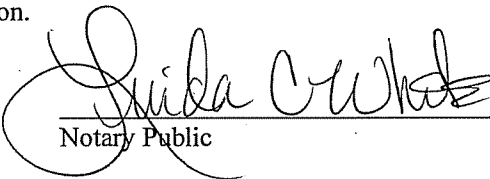
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signature pages follow.

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

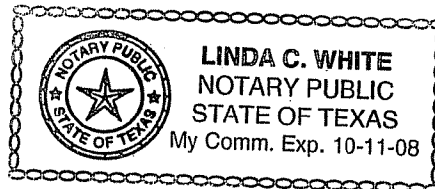
By: 
Name: Gary L. Mingle
Title: Senior Vice President

STATE OF TEXAS)
)
COUNTY OF HARRIS) ss

On the 19 day of November 2007, before me personally came Gary L. Mingle, who is personally known to me to be Senior Vice President of Bank of America, N.A.; who, being duly sworn, did depose and say that he is the Senior Vice President 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: 003672 FRAME: 0697

SCHEDULE A

U.S. Trademark Registrations and Applications

Registrant/Applicant	Mark	Country	Class	App. No./ Reg. No.	App. Date/ Reg. Date
American Coin Merchandising, Inc.	FOLZ	U.S.	009	2,943,520	4/26/2005
American Coin Merchandising, Inc.	FUN SHOPPE	U.S.	009	1,796,313	10/5/1993
American Coin Merchandising, Inc.	KID SHOPPE	U.S.	009	2,287,231	10/19/1999
American Coin Merchandising, Inc.	MICROVEND	U.S.	009	2,932,630	3/15/2005
American Coin Merchandising, Inc.	SHOPPE OF STICKERS	U.S.	009	2,363,104	6/27/2000
American Coin Merchandising, Inc.	SUGAR LOAF	U.S.	009	1,624,588	11/27/1990
American Coin Merchandising, Inc.	SUGAR LOAF	U.S.	028	1,579,191	1/23/1990
American Coin Merchandising, Inc.	SUGAR LOAF and Design	U.S.	028	1,950,388	1/23/1996
American Coin Merchandising, Inc.	SUGAR LOAF and Design	U.S.	041	1,957,176	2/20/1996
American Coin Merchandising, Inc.	SUGARLOAF	U.S.	035	1,905,902	7/18/1995
American Coin Merchandising, Inc.	SUGARLOAF	U.S.	041	2,028,133	1/7/1997
American Coin Merchandising, Inc.	TOY SHOPPE	U.S.	009	1,616,544	10/9/1990
American Coin Merchandising, Inc.	TREASURE SHOPPE	U.S.	009	1,930,216	10/24/1995
American Coin Merchandising, Inc.	BIG SHOPPE	U.S.	009, 028	3,326,001	10/30/2007
American Coin Merchandising, Inc.	SHOPPE	U.S.	009	2,233,463	3/23/1999
American Coin Merchandising, Inc.	RAINBOW CRANE	U.S.	028	2,981,049	8/2/2005
American Coin Merchandising, Inc.	RAINBOW CRANE	U.S.	040	2,948,024	5/10/2005