

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Southwest Entertainment Vending Inc.		11/15/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	231 S. LaSalle Street		
<b>Internal Address:</b>	Mail Code: IL1-231-10-41		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60697		
<b>Entity Type:</b>	National Banking Association:		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3017419	MI OSITO	
Registration Number:	3019854	COINPLAY	
Registration Number:	3111564	COINPLAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)200-0458		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(214) 651-5242		
<b>Email:</b>	april.reasoner@haynesboone.com		
<b>Correspondent Name:</b>	Randall C. Brown		
<b>Address Line 1:</b>	Haynes and Boone, LLP		
<b>Address Line 2:</b>	901 Main Street, Suite 3100		
<b>Address Line 4:</b>	Dallas, TEXAS 75202		
<b>ATTORNEY DOCKET NUMBER:</b>	17997.1076		

**CH \$90.00 3017419**

NAME OF SUBMITTER:	Randall C. Brown
Signature:	/Randall C. Brown/
Date:	12/06/2007
Total Attachments: 5 source=Southwest SA#page1.tif source=Southwest SA#page2.tif source=Southwest SA#page3.tif source=Southwest SA#page4.tif source=Southwest SA#page5.tif	

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 Southwest Entertainment Vending 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.

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 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.


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.

**SOUTHWEST ENTERTAINMENT VENDING INC.**

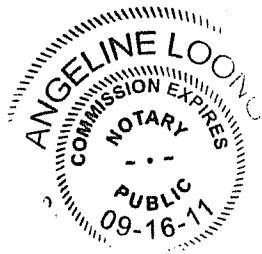
By:   
Name: Donald R. Rench  
Title: Corporate Secretary

STATE OF WASHINGTON    )  
                                  )            ss  
COUNTY OF KING        )

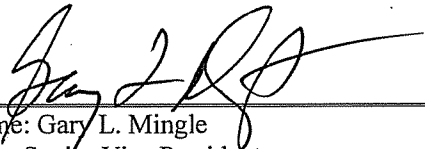
On the 15<sup>th</sup> day of November, 2007, before me personally came Donald R. Rench, who is personally known to me to be the Corporate Secretary of Southwest Entertainment Vending Inc., a Delaware corporation; who, being duly sworn, did depose and say that he is the Corporate Secretary in such corporation, 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)




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

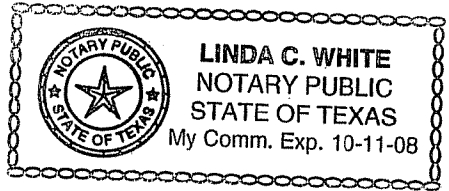
By:   
Name: Gary L. Mingle  
Title: Senior Vice President

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

SCHEDULE A

U.S. Trademark Registrations and Applications

Registrant/Applicant	Mark	Country	Class	App. No./ Reg. No.	App. Date/ Reg. Date
Southwest Entertainment Vending, Inc.	MI OSITO	U.S.	028	3,017,419	11/22/2005
Southwest Entertainment Vending, Inc.	COINPLAY	U.S.	028	3,019,854	11/29/2005
Southwest Entertainment Vending, Inc.	COINPLAY	U.S.	028	3,111,564	7/4/2006