

**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
REDBOX AUTOMATED RETAIL, LLC		03/09/2009	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Bank of America, N.A.
Street Address:	231 S. LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60697
Entity Type:	National Banking Association:

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	2919854	REDBOX
Registration Number:	2988869	REDBOX
Registration Number:	3082012	REDBOX
Registration Number:	3229436	REDBOX
Registration Number:	3300349	
Registration Number:	3438474	
Registration Number:	3438623	
Serial Number:	77464184	RENT HERE, RETURN ANYWHERE
Serial Number:	77465304	RENT AND RETURN ANYWHERE
Serial Number:	77610283	CARD GUARD

**CORRESPONDENCE DATA**

Fax Number: (214)200-0853  
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$265.00 2919854

Phone: 214-651-5474  
Email: april.reasoner@haynesboone.com  
Correspondent Name: Ryan G. Moshell  
Address Line 1: Haynes and Boone, LLP  
Address Line 2: 2323 Victory Avenue, Suite 700  
Address Line 4: Dallas, TEXAS 75219

ATTORNEY DOCKET NUMBER:	17997.1076
NAME OF SUBMITTER:	Ryan G. Moshell
Signature:	/Ryan G. Moshell/
Date:	03/13/2009

**Total Attachments: 6**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of March 9, 2009 is made by Redbox Automated Retail, LLC, a Delaware limited liability company (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, certain 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 "Existing Guarantee and Collateral Agreement");

WHEREAS, the Obligor has executed and delivered the Assumption Agreement, dated as of March 9, 2009, in favor of the Agent, pursuant to which the Obligor has become a party to the Existing Guarantee and Collateral Agreement (the "Assumption Agreement"; the Existing Guarantee and Collateral Agreement, as supplemented by the Assumption Agreement, is 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.

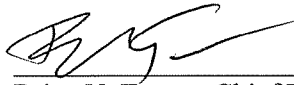
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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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.

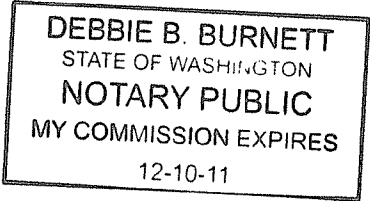
**REDBOX AUTOMATED RETAIL, LLC,**  
a Delaware limited liability company

**By: Coinstar, Inc., as Sole Manager**

By:   
Brian V. Turner, Chief Financial Officer

STATE OF WASHINGTON    )  
  )        ss  
COUNTY OF KING        )

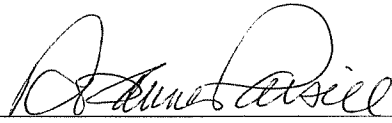
On the 9<sup>th</sup> day of March, 2009, before me personally came Brian V. Turner, who is personally known to me to be the Chief Financial Officer of Coinstar, Inc., a Delaware corporation and the Sole Manager of Redbox Automated Retail, LLC; who, being duly sworn, did depose and say that he is the Chief Financial Officer 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 Coinstar, Inc.; and that he acknowledged said instrument to be the free act and deed of said corporation.



Debbie B. Burnett  
Notary Public

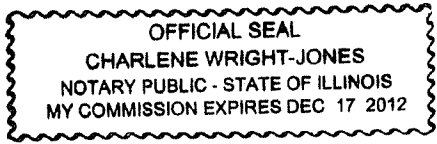
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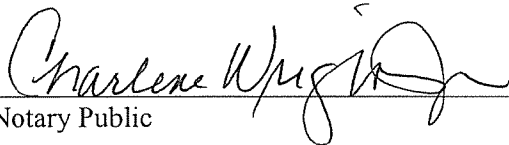
**BANK OF AMERICA, N.A.,**  
as Administrative Agent for the Lenders

By:   
Name: Rosanne Parsill  
Title: Assistant Vice President

STATE OF ILLINOIS            )  
  )        ss  
COUNTY OF COOK            )

On the 10<sup>th</sup> day of March, 2009, before me personally came Rosanne Parsill, who is personally known to me to be Assistant Vice President of Bank of America, N.A.; who, being duly sworn, did depose and say that she is the Assistant Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she acknowledged said instrument to be the free act and deed of said corporation.

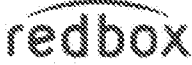
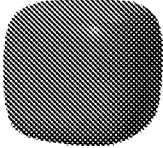
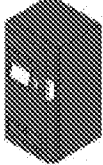
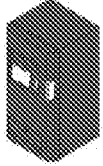


  
Notary Public

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**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>Mark</b>	<b>Serial No. (Reg. No.)</b>	<b>Filed Date (Issue Date)</b>	<b>Goods/Services</b>
REDBOX U.S.	78/201219 (2,919,854)	01/08/03 (01/18/05)	Vending machines.
REDBOX U.S.	78/201199 (2,988,869)	01/08/03 (08/30/05)	Automated DVD rental services
REDBOX U.S.	78/514282 (3,082,012)	11/10/04 (4/18/06)	Vending Services, Namely, Providing Retail Facilities Featuring Automated DVD Rental
REDBOX (& DESIGN) U.S. 	78/866011 (3229436)	04/20/06	Vending machines. Rental of pre-recorded DVDs on a variety of subjects through automated vending machines
MISCELLANEOUS DESIGN (CUBE) U.S. 	78/865999 (3300349)	04/20/06 (9/25/2007)	Rental of DVDs featuring entertainment content through automated vending machines
MISCELLANEOUS (THE COLOR "RED") U.S. 	77/074924 (3438474)	01/03/07 (5/27/08)	Vending machines.
MISCELLANEOUS (THE COLOR "RED") (Child Application to 77/074924) U.S. 	77/975075 (3438623)	01/03/07 (5/27/2008)	Vending services in the field of DVDs. Automated DVD rental services.

Mark	Serial No. (Reg. No.)	Filed Date (Issue Date)	Goods/Services
RENT HERE, RETURN ANYWHERE U.S.	77/464184	5/1/2008	Rental of entertainment media through automated vending machines.
RENT AND RETURN ANYWHERE U.S.	77/465304	5/4/2008	Rental of entertainment media through automated vending machines.
CARD GUARD U.S.	77/610283	11/7/2008	Providing rental and purchase services through automated vending machines

Signature Page to  
Trademark Security Agreement