

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
American Coin Merchandising, Inc.		07/07/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	76586239	FOLZ
Serial Number:	76582784	MICROVEND
Registration Number:	2363104	SHOPPE OF STICKERS
Registration Number:	2287231	KID SHOPPE
Registration Number:	2233463	SHOPPE
Registration Number:	1827345	ANIMAL HOUSE
Registration Number:	1828169	TOY HOUSE
Registration Number:	1796313	FUN SHOPPE
Registration Number:	1957176	SUGAR LOAF
Registration Number:	1905902	SUGARLOAF
Registration Number:	2028133	SUGARLOAF
Registration Number:	1950388	SUGAR LOAF
Registration Number:	1930216	TREASURE SHOPPE
Registration Number:	1624588	SUGAR LOAF
Registration Number:	1616544	TOY SHOPPE

OP \$415.00 76586239

Registration Number:

1579191

SUGAR LOAF

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

ATTORNEY DOCKET NUMBER:

509335/0652

NAME OF SUBMITTER:

Lea B. Levy

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of July 7, 2004 is made by American Coin Merchandising, Inc., a Delaware corporation (the "Obligor"), 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 Coinstar, Inc., a Delaware corporation and the parent company of the Obligor ("Borrower"), the Lenders, the Agent, the documentation agents and syndication agents 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 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, [Obligor/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 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.

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.

AMERICAN COIN MERCHANDISING, INC.

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

JPMORGAN CHASE BANK
as Administrative Agent for the Lenders

By: _____
Name:
Title:

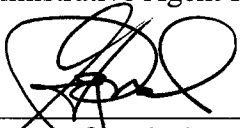
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AMERICAN COIN MERCHANDISING, 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 New York)
) ss
COUNTY OF New York)

On the 16th day of ~~July~~ August, 2004, before me personally came Say Sprack, 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. 24-4887806
Qualified in New York County
Certificate Filed in New York County
(PLACE STAMP AND SIGNATURE HERE) 05

SCHEDULE A

U.S. Trademarks Registrations and Applications

Registrant/Applicant	Mark	Country	Class	App. No.	App. Date	Reg.
American Coin Merchandising, Inc.	RAINBOW CRANE	U.S.	N/A	Application to be filed		
	FOLZ	U.S.	009	76-586239	04/12/2004	
	MICROVEND	U.S.	009	76-582784	03/22/2004	
	SHOPPE OF STICKERS	U.S.	009	75-515800	07/09/1998	2,363,104
	KID SHOPPE	U.S.	009	75-426799	02/02/1998	2,287,231
	SHOPPE	U.S.	009	75-319445	07/3/1997	2,233,463
	ANIMAL HOUSE	U.S.	009	74-406380	06/28/1993	1,827,345
	TOY HOUSE	U.S.	009	74-406379	06/28/1993	1,828,169
	FUN SHOPPE	U.S.	009	74-358293	02/12/1993	1,796,313
	SUGAR LOAF	U.S.	041	74-550424	07/18/1994	1,957,176
	SUGAR LOAF	U.S.	035	74-550421	07/18/1994	1,905,902
	SUGAR LOAF	U.S.	041	74-550417	07/18/1994	2,028,133
	SUGAR LOAF (Stylized)	U.S.	028	74-550221	07/18/1994	1,950,388
	TREASURE SHOPPE	U.S.	009	74-440944	09/27/1993	1,930,216
	SUGAR LOAF	U.S.	009	74-012435	12/20/1989	1,624,588
	TOY SHOPPE	U.S.	009	74-011920	12/18/1989	1,616,544
	SUGAR LOAF	U.S.	028	73-794709	04/21/1989	1,579,191