

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399903

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Redbox Automated Retail, LLC		09/27/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as Collateral agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	2919854	REDBOX	
Registration Number:	2988869	REDBOX	
Registration Number:	3082012	REDBOX	
Registration Number:	4418938	REDBOX	
Registration Number:	3229436	REDBOX	
Registration Number:	4418939	REDBOX	
Registration Number:	4075951	REDBOX IT TONIGHT!	
Registration Number:	4768960	CARD GUARD	
Registration Number:	3958469	GAMEBOX	
Registration Number:	4672047	REDBOX.COM	
Registration Number:	3438474		
Registration Number:	3604656	RENT AND RETURN ANYWHERE	
Registration Number:	4988910	REDBOX	
Serial Number:	85658433	R	
Serial Number:	87069033	REDBOX	
Serial Number:	85744344	R	
Registration Number:	3438623		
CORRESPONDENCE DATA			
TRADEMARK			

Fax Number: 2024083141

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	309626-10
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NAME OF SUBMITTER:	Jean Paterson
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SIGNATURE:	/jep/
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DATE SIGNED:	09/27/2016
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Total Attachments: 6

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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of September 27, 2016 (this "Notice"), made by REDBOX AUTOMATED RETAIL, LLC, a Delaware limited liability company (the "Pledgor"), in favor of JEFFERIES FINANCE LLC, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement, dated as of September 27, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Redbox Automated Retail, LLC (the "Borrower"), as successor by merger to Redwood Merger Sub, Inc., each subsidiary of the Borrower identified therein and Jefferies Finance LLC, as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "Trademark Collateral"):

all Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set

forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

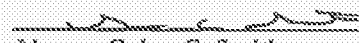
SECTION 4. *Counterparts*. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law*. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.


REDBOX AUTOMATED RETAIL, LLC

By: 
Name: Galen C. Smith
Title: President

[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 005885 FRAME: 0031


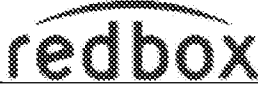
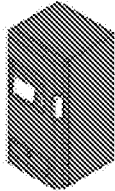
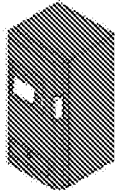
JEFFERIES FINANCE LLC,
as Collateral Agent,

By: 
Name: *Brian Buaye*
Title: *Managing Director*

Schedule I
to Notice of Grant of Security Interest in Trademarks



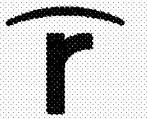
Trademarks Owned by Redbox Automated Retail, LLC

U.S. Trademark Registrations

Mark	Registration No.	Registration Date
REDBOX	2919854	01/18/2005
REDBOX	2988869	08/30/2005
REDBOX	3082012	04/18/2006
REDBOX	4418938	10/15/2013
REDBOX (& DESIGN) 	3229436	04/17/2007
REDBOX (& DESIGN) 	4418939	10/15/2013
REDBOX IT TONIGHT!	4075951	12/27/2011
CARD GUARD	4768960	07/07/2015
GAMEBOX	3958469	05/10/2011
REDBOX.COM	4672047	01/13/2015
MISC. DESIGN (THE COLOR "RED") 	3438474	05/27/2008
MISC. DESIGN (THE COLOR "RED") 	3438623	05/27/2008
RENT AND RETURN ANYWHERE	3604656	04/07/2009
REDBOX	4988910	06/28/2016

U.S. Trademark Applications

Mark	Application No.	Filing Date
"R" MOBILE ICON (COLOR RED)	85658433	06/21/2012

Mark	Application No.	Filing Date
		
	87069033	06/13/2016
	85744344	10/03/2012