

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448077

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Redbox Automated Retail LLC		10/20/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HPS Investment Partners, LLC, as Collateral Agent		
Street Address:	40 West 57th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
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:	3438623		
Registration Number:	3604656	RENT AND RETURN ANYWHERE	
Registration Number:	4988910	REDBOX	
Serial Number:	87069033	REDBOX	
Serial Number:	87546664	REDBOX.	
Serial Number:	87546661	SO SMARTER	
Serial Number:	87546657	THE SMARTER WAY TO WATCH AND PLAY	

CH \$465.00 2919854

CORRESPONDENCE DATA**Fax Number:** 2028357586*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:** 2028357500**Email:** dcip@milbank.com**Correspondent Name:** Kristin Yohannan, Esq.**Address Line 1:** 1850 K Street, NW, Suite 1100**Address Line 2:** Milbank, Tweed, Hadley & McCloy, LLP**Address Line 4:** Washington, D.C. 20006**ATTORNEY DOCKET NUMBER:** 34408.03400**NAME OF SUBMITTER:** Kristin L. Yohannan**SIGNATURE:** /s/ Kristin L. Yohannan**DATE SIGNED:** 10/20/2017**Total Attachments: 5**

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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of October 20, 2017 (this "Notice"), made by REDBOX AUTOMATED RETAIL LLC, a Delaware limited liability company (the "Pledgor"), in favor of HPS INVESTMENT PARTNERS, LLC, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement, dated as of October 20, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Redbox Automated Retail, LLC (the "Borrower"), Redwood Intermediate, LLC ("Holdings"), each subsidiary of the Borrower identified therein and HPS Investment Partners, 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.

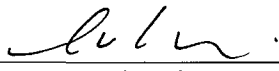
SECTION 4. **Counterparts.** This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall 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: Sonia Jain
Title: Chief Financial Officer, Treasurer
and Secretary

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

HPS INVESTMENT PARTNERS, LLC,
as Collateral Agent,

By:


Name: VIKAS KESWANI
Title: MANAGING DIRECTOR





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

TRADEMARK
REEL: 006187 FRAME: 0051



Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by Redbox Automated Retail LLC

U.S. Trademark Registrations

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

U.S. Trademark Applications

<u>No.</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>
1.		87069033	06/13/2016
2.		87546664	07/28/2017
3.	SO SMARTER	87546661	07/28/2017
4.	THE SMARTER WAY TO WATCH AND PLAY	87546657	07/28/2017