

02-10-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID # _____

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

2-8-99

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Effective Date
Month Day Year

Change of Name

Other _____

Conveying Party(ies)

Mark if additional names of receiving parties attached

Name RENTERS CHOICE, INC.

Execution Date
Month Day Year
12 31 1998

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization DELAWARE

Receiving Party

Mark if additional names of conveying parties attached

Name RENT-A-CENTER, INC.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 5700 TENNYSON PARKWAY, 3RD FLOOR

Address (line 2) _____

PLANO

City

TEXAS

State/Country

75024

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization DELAWARE

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

02/09/1999 JWBTKINS 00000064 232426 1763556

01 FC:481 40.00 CH
02 FC:482 50.00 CH

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231
TRADEMARK

REEL: 1852 FRAME: 0432

Domestic Representative Name and Address

Enter for the first Receiving Party only

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

214-745-5299

Name

KEVIN L. SMITH

Address (line 1)

WINSTEAD SECHREST & MINICK P.C.

Address (line 2)

1201 ELM STREET, SUITE 5400

Address (line 3)

Address (line 4)

DALLAS, TEXAS 75270

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

13

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

1763556	<input type="text"/>	<input type="text"/>
1772127	<input type="text"/>	<input type="text"/>
2125173	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

3

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 90.00

Method of Payment:

Deposit Account

Enclosed

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

23-2426

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

KEVIN L. SMITH

February 4, 1999

Name of Person Signing

Signature

Date Signed

State of Delaware

PAGE 1

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"RENT-A-CENTER, INC.", A DELAWARE CORPORATION, WITH AND INTO "RENTERS CHOICE, INC." UNDER THE NAME OF "RENT-A-CENTER, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTIETH DAY OF DECEMBER, A.D. 1998, AT 10 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 1998.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Edward J. Freel

Edward J. Freel, Secretary of State

2101702 8100M

981507809

AUTHENTICATION: 9495635

DATE: 12-30-98

TRADEMARK
REEL: 1852 FRAME: 0434

**CERTIFICATE OF OWNERSHIP AND MERGER
OF
RENT-A-CENTER, INC.
INTO
RENTERS CHOICE, INC.**

Pursuant to Section 253 of the General Corporation Law of the State of Delaware, the undersigned corporation, organized and existing under and by virtue of the Delaware General Corporation Law, does hereby certify:

FIRST: That Renters Choice, Inc., a Delaware corporation (the "Corporation"), owns all of the outstanding shares of Common Stock, \$1.00 par value per share, of Rent-A-Center, Inc., a Delaware corporation ("Rent-A-Center"), being the only class of stock of Rent-A-Center outstanding.

SECOND: By unanimous written consent dated December 28, 1998, the Board of Directors of the Corporation adopted the resolutions attached hereto as Exhibit "A", which resolutions have not been amended or rescinded and are now in full force and effect, approving the merger of Rent-A-Center with and into the Corporation.

THIRD: The Corporation shall be the surviving corporation, however, the name of the Corporation shall be changed to "Rent-A-Center, Inc." immediately following the consummation of the merger.

[Remainder of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Corporation caused this Certificate of Ownership and Merger to be signed by Mark E. Speese, its authorized officer, this 28th day of December, 1998.

RENTERS CHOICE, INC

By: 

Mark E. Speese
President

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EXHIBIT "A"

RESOLUTIONS

APPROVAL OF MERGER

RESOLVED, that, the Agreement and Plan of Merger attached as **Exhibit "A"** hereto (the "**Plan**"), as well as the merger of Rent-A-Center, Inc., a Delaware corporation, with and into the Corporation, be and hereby are adopted and approved in all respects; and

FURTHER RESOLVED, that, pursuant to the authority granted in Section 253(b) of the Delaware General Corporation Law and the terms of the Plan, the change of the name of the Corporation from "Renters Choice, Inc." to "Rent-A-Center, Inc." be, and hereby is, adopted and approved in all respects; and

FURTHER RESOLVED, that, the officers of the Corporation be and each of them hereby is, authorized, empowered, and directed, for and in the name and on behalf of the Corporation to execute the Plan; and

FURTHER RESOLVED, that each of the officers of the Corporation be, and hereby is authorized, empowered and directed to execute and file the appropriate Certificate of Ownership and Merger with the Secretary of State of the State of Delaware.

OMNIBUS

RESOLVED, that, in addition to, and without limiting in any manner whatsoever, the authority granted by the foregoing resolutions, the officers of the Corporation be, and each of them hereby is, authorized, empowered, and directed, for and in the name and on behalf of the Corporation, (i) to take, or cause to be taken, all such further action, (ii) to do and perform, or cause to be done and performed, all such acts and things, (iii) to execute and deliver, or cause to be executed and delivered, all such further papers, documents and instruments of any type and description, and (iv) to pay, or cause to be paid, all fees, costs and expenses of any type or description, all of which as may be, or may be deemed to be, necessary or advisable or desirable to effect the purposes and intent of the foregoing resolutions, the necessity, advisability, desirability, and propriety of which shall be conclusively evidenced by any of such officer's taking, or causing to be taken, any such action, doing and performing, or causing to be done or performed, any such act or thing, executing and delivering, or causing to be executed and delivered, any such papers, documents or instruments, or paying, or causing to be paid, any such fees, costs or expenses; and the execution by any such officers of any such papers, documents or instruments, the paying of any fees, costs or expenses, or the doing by any of them of any act or thing in connection with any of the matters or things contemplated by, arising out of or in connection with, or otherwise relating to in any manner whatsoever, the subject of the foregoing resolutions, shall conclusively establish their authority therefor from the Corporation and the approval and ratification by the Corporation of any and all papers, documents and instruments so executed and delivered, any and all fees, costs and expenses as paid, and any and all action so taken, done or performed; and all actions of any nature whatsoever heretofore taken by each of the directors, officers, agents, attorneys and other representatives of the Corporation incidental to, contemplated by, arising out of or in connection

with, or otherwise relating to in any manner whatsoever, the subject of the foregoing resolutions be,
and the same hereby are, approved, ratified and confirmed in all respects as the act and deed of the
Corporation.

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EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") is by and between RENT-A-CENTER, INC., a Delaware corporation ("Rent-A-Center"), and RENTERS CHOICE, INC., a Delaware corporation ("Renters Choice").

RECITALS:

WHEREAS, Rent-A-Center is wholly owned by Renters Choice.

WHEREAS, Renters Choice and Rent-A-Center desire to restructure by causing Rent-A-Center to merge into Renters Choice.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual obligations and covenants set forth in this Agreement, Renters Choice and Rent-A-Center agree as follows:

I.

Surviving Corporation, Name, Certificate of Incorporation, Bylaws, Directors and Officers

A. In accordance with the provisions of the Delaware General Corporation Law, Rent-A-Center will, at the Effective Time (as hereinafter defined), be merged with and into Renters Choice, and Renters Choice will be the surviving corporation (the "Surviving Corporation"). The merger of Rent-A-Center with and into Renters Choice is hereinafter referred to as the "Merger." After the Merger, Renters Choice will continue to exist under and to be governed by the laws of the State of Delaware. Except as herein specifically set forth, the identity, existence, purposes, powers, objectives, franchises, privileges, rights and immunities of Renters Choice will continue unaffected and unimpaired by the Merger, and the corporate franchises, existence, assets, liabilities and rights of Rent-A-Center will be merged into Renters Choice, which, as the Surviving Corporation, will be fully vested therewith. The separate existence and corporate organization of Rent-A-Center, except insofar as they may be continued by statute, will cease at the Effective Time.

B. At the Effective Time, the name of the Surviving Corporation will be changed to "Rent-A-Center, Inc."

C. The Certificate of Incorporation of Renters Choice as in effect immediately prior to the Effective Time will be the Certificate of Incorporation of the Surviving Corporation, except that the name of the Surviving Corporation will be changed to "Rent-A-Center, Inc."

D. The Bylaws of the Surviving Corporation in effect immediately prior to the Effective Time will be the Bylaws of the Surviving Corporation, except that all references in the Bylaws to "Renters Choice, Inc." will be changed to "Rent-A-Center, Inc."

E. The board of directors of Renters Choice in office immediately prior to the Effective Time will be the board of directors of the Surviving Corporation, and, unless they sooner die, resign or are removed, will hold office from the Effective Time until their respective successors are elected and qualified.

F. The officers of Renters Choice in office immediately prior to the Effective Time will be the officers of the Surviving Corporation. Unless the foregoing officers sooner die, resign or are removed, they will hold their respective offices from the Effective Time until their respective successors are elected or appointed.

II.

Capitalization

A. At the Effective Time, each outstanding share of Common Stock of Rent-A-Center held by Renters Choice prior to the Effective Time will be automatically canceled.

III.

Filings

Relating to the Effective Date

A. Renters Choice and Rent-A-Center will proceed expeditiously and cooperate fully in the procurement of any consents and approvals, the taking of any other action, and the satisfaction of all other requirements prescribed by law or otherwise necessary for the consummation of the Merger.

B. The appropriate officers of Renters Choice and Rent-A-Center will execute and verify, and cause to be filed a Certificate of Ownership and Merger in accordance with the Delaware General Corporation Law on or prior to December 31, 1998.

C. The Merger will become effective as of 11:59 p.m., December 31, 1998 (the "Effective Time").

IV.

Certain Effects of the Merger

A. When the Merger becomes effective, the separate existence of Rent-A-Center will cease. All rights, title, and interests to all real estate, employee benefit plans, accounts receivable, furniture, fixtures, equipment, leasehold rights and all other assets and property owned by Rent-A-Center and Renters Choice shall be allocated to, acquired by and vested in the Surviving Corporation without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred, but subject to any existing liens thereon. All liabilities and obligations of Rent-A-Center and Renters Choice, including obligations under employee benefit plans, leases, bank indebtedness and accounts payable shall be allocated to and assumed completely by the Surviving Corporation, and the Surviving Corporation shall be the primary obligor therefor. All contracts, leases, agreements, promissory notes, employee benefit plans and other documents or instruments which include Rent-A-Center within their text, shall be deemed as of the Effective Time to have substituted the name of the Surviving Corporation for Rent-A-Center, wherever it may appear. For vesting purposes, years of employment and other provisions contained in such documents for which association with Rent-A-Center is important, the period of association with the Surviving Corporation will relate back to the date of original association with Rent-A-Center.

B. At the time, or from time to time, after the Effective Time, the last acting officers and directors of Rent-A-Center will, as and when requested by the Surviving Corporation or its successors or assigns, execute and deliver all such deeds, assignments and other instruments and take or cause to be taken all such further or other reasonable action as the Surviving Corporation deems reasonably necessary or desirable in order to vest, perfect or confirm in the Surviving Corporation title to and possession of all of the properties, rights, privileges, powers, franchises, immunities and interests of Rent-A-Center and otherwise to carry out the purpose of this Agreement.

V.

**Closing Date, Termination, Amendments,
Supplements, Etc.**

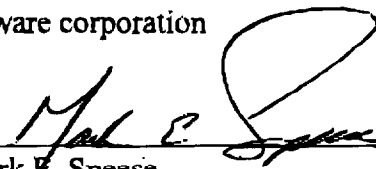
A. This Agreement shall be closed at the time and date as may be mutually agreed upon by Renters Choice and Rent-A-Center, but prior to December 31, 1998.

B. This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Time pursuant to resolutions adopted by the Board of Directors of each of Renters Choice and Rent-A-Center, without action by the stockholders of either Renters Choice or Rent-A-Center.

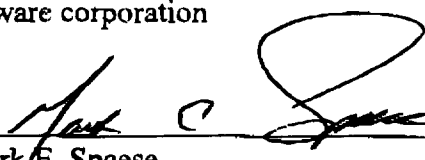
This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which together will constitute one agreement.

In order to evidence the foregoing, Renters Choice and Rent-A-Center have caused this Agreement to be signed by their duly authorized officers as of December 31, 1998.

RENTERS CHOICE, INC.
a Delaware corporation

By: 
Mark E. Speese
President

RENT-A-CENTER, INC.
a Delaware corporation

By: 
Mark E. Speese
Vice President

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