

04-22-1999



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TRADEMARK

4

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

MLO 4-14-99

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 #

Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger  
Effective Date  
Month  Day  Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month  Day  Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership  Association

Corporation

Other

Citizenship/State of Incorporation/Organization

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

04/21/1999 DNGUYEN 00000279 1763556

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

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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: 1886 FRAME: 0457

**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)

5400 Renaissance Tower

Address (line 3)

1201 Elm Street

Address (line 4)

Dallas, Texas 75270-2199

**Pages**

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

#

5

**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)


1763556	
1772127	
2125173	


**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

April 15, 1999

Name of Person Signing

Signature

Date Signed

## ASSIGNMENT

WHEREAS, Rent-A-Center, Inc. ("ASSIGNOR"), a Delaware corporation having a principal place of business at 5700 Tennyson Parkway, 3rd Floor, Plano, Texas 75024.

WHEREAS, ASSIGNOR owns all rights, title and interest to a certain trademarks and/or service marks (hereinafter "Trademarks"), certain applications for registration of the Trademarks (the "Trademark Applications") and certain Trademark Registrations (the "Registrations"), all of which are identified in Schedule "A" attached hereto; and

WHEREAS, Advantage Companies, Inc. ("ASSIGNEE"), a Delaware corporation, having a principal place of business at 5700 Tennyson Parkway, 3rd Floor, Plano, Texas 75024, is desirous of acquiring the worldwide right, title, and interest in and to the Trademarks and Trademark Applications and Registrations;

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR agrees and covenants as follows:

1. ASSIGNOR sells, assigns, conveys, and transfers to ASSIGNEE, and ASSIGNEE accepts as of the date of this Assignment,

(a) all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, including the right to apply for and receive registrations of the Trademarks throughout the United States and in all other countries of the world, the right to sue and recover damages for past, present, and future infringements;

(b) all rights, title and interest in and to the Trademark Applications and Registrations, together with that portion of ASSIGNOR's business with which the mark is intended to be used, including all priority rights to apply for and receive registrations throughout the world in the name of ASSIGNEE or its successor, assign, or representative; and

2. ASSIGNOR further sells, assigns, conveys, and transfers to ASSIGNEE, and ASSIGNEE accepts as of the date of this agreement, all right, title, and interest ASSIGNOR may have to any trade names, trademarks, service marks, trade dress, and applications for registrations and registrations thereof, throughout the world, used in connection with the business.

3. ASSIGNOR represents and warrants that he has not assigned, conveyed, transferred, or granted to any third party any interest in, or otherwise encumbered in any manner, the Trademarks, Trademark Applications or Registrations; that, to the best of his knowledge, no third party owns, or is entitled to, any right or interest in the Trademarks, Trademark Applications or Registrations that would preclude, conflict with or encumber this Assignment; and that he hereby consents to this Assignment.

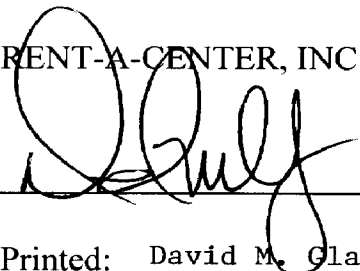
4. ASSIGNOR agrees, at the request of ASSIGNEE and at ASSIGNEE's expense, to execute and deliver such other and further documents and legal instruments, and do all other things reasonably necessary to perfect in ASSIGNEE, its assigns, successors, and legal representatives, all right, title and interest in and to the Trademarks, Trademark Applications and Registrations hereby conveyed and transferred, throughout the world, including without limitation executing and delivering any and all powers of attorney, applications, assignments, declarations and affidavits.

5. This Assignment and the covenants herein are made for the benefit of the ASSIGNEE and its successors and assigns and may be transferred without the consent of ASSIGNOR.

EFFECTIVE this 31st day of December, 1998.

Agreed:

RENT-A-CENTER, INC.



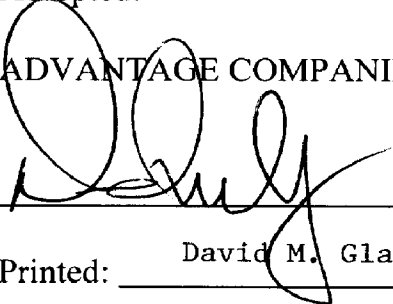
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Printed: David M. Glasgow

Title: Corporate Secretary

Accepted:

ADVANTAGE COMPANIES, INC.



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Printed: David M. Glasgow

Title: Corporate Secretary

SCHEDULE A  
To the Assignment by and between  
RENT-A-CENTER, INC. and ADVANTAGE COMPANIES, INC.

Dated: December 31, 1998

- |                                    |   |
|------------------------------------|---|
| (1) <u>Trademarks</u>              | RENTERS CHOICE<br>YOUR HOME FURNISHING OUTLETS<br>AMERICA'S HOME OF RENT TO OWN   |
| (2) <u>Trademark Applications</u>  | NONE  |
| (3) <u>Trademark Registrations</u> | 1,763,556, dated 04/06/93 for RENTERS CHOICE<br>1,772,127, dated 05/18/93 for<br>YOUR HOME FURNISHING OUTLETS<br>2,125,173, dated 12/30/97 for<br>AMERICA'S HOME OF RENT TO OWN<br>491,933, dated 06/19/91 for RENTERS CHOICE<br>(A Louisiana state trade name) |

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