

03-14-2002

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102011343

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Rent-A-Center, Inc.

2-15-02

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 31, 1998

2. Name and address of receiving party(ies)

Name: Advantage Companies, Inc.

Internal

Address: _____

Street Address: 5700 Tennyson Parkway, 3rd Floor

City: Plano State: TX Zip: 75024

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

OFFICE OF PATENT & TRADEMARKS
2002 FEB 15 11:11 AM
FINANCE SECTION

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,302,055; 2,090,872

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: S. Roxanne Edwards

Internal Address: _____

Street Address: P.O. Box 50784

1201 Main Street

City: Dallas State: TX Zip: 75250

6. Total number of applications and registrations involved: _____

2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

Winstead: 23-2426

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

S. Roxanne Edwards

Name of Person Signing

S. Roxanne Edwards

Signature

2/14/02

Date

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

03/13/2002 TDI A Z I 00000130 1302055

01 FC:481 40.00 DP
02 FC:482 DALLAS, 13607507.1 25.00 DP
02/08/02

TRADEMARK
REEL: 002460 FRAME: 0644

TRADEMARK ASSIGNMENT

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

WHEREAS, ASSIGNOR owns all rights, title and interest to certain trademark and/or service marks identified in Exhibit A attached hereto (hereinafter, the "Trademarks"); and

WHEREAS, ASSIGNOR previously entered into that certain Trademark Assignment, effective as of December 31, 1998 (the "Original Trademark Assignment"), with Advantage Companies, Inc. (the "ASSIGNEE"), a Delaware corporation, having a principal place of business at 5700 Tennyson Parkway, 3rd Floor, Plano, Texas 75024, a copy of which is attached hereto as Exhibit B, pursuant to which ASSIGNEE acquired the worldwide right, title, and interest in and to the intangible property set forth in Schedule "A" attached to the Original Trademark Assignment; and

WHEREAS, pursuant to the Original Trademark Assignment, ASSIGNOR also transferred to ASSIGNEE, all other intangible property used in connection with the business; and

WHEREAS, it was the intention of ASSIGNOR and ASSIGNEE that the Trademarks be assigned pursuant to the Original Trademark Assignment; and

WHEREAS, the Trademarks were not included in Schedule "A" attached to the Original Trademark Assignment; and

WHEREAS, the parties desire that the records of Assignor and Assignee accurately reflect the intention of the parties with respect to the Trademarks.

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 December 31, 1998, 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 and the right to sue and recover damages for past, present, and future infringements.

2. ASSIGNOR further sells, assigns, conveys, and transfers to ASSIGNEE, and ASSIGNEE accepts as of December 31, 1998, 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 it has not assigned, conveyed, transferred, or granted to any third party any interest in, or otherwise encumbered in any manner, the Trademarks, and that, to the best of its knowledge, no third party owns, or is entitled to, any

right or interest in the Trademarks that would preclude, conflict with or encumber this Assignment, and that it 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 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 as of the 31st day of December, 1998.

Agreed:

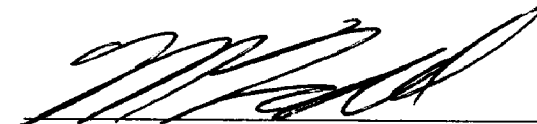
RENT-A-CENTER, INC.



Mitch Fadel
President

Accepted:

ADVANTAGE COMPANIES, INC.



Mitch Fadel
Vice President



EXHIBIT A

TRADEMARKS

United States Registrations

<u>MARK</u>	<u>REGISTRATION NUMBER</u>
GET IT NOW & Design	1,302,055
REMCO ADVANTAGE PLUS (stylized)	2,090,372
THE REMCO CIRCUIT & Design	1,220,872

International Trademark Registrations

<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
RENT-A-CENTRE & Design	403410	Canada
RENT-A-CENTRE	472998	Canada
RENT-A-CENTER	321272	Canada
RENT-A-CENTER & Design	320854	Canada
RAC	473000	Canada
RAC Design	473001	Canada
RAC & Design	486936	Canada
YOUR GET MORE STORE	471212	Canada
RENT-A-CENTER; RENT-A-CENTRE	167085	New Zealand
RENT-A-CENTER; RENT-A-CENTRE	179748	New Zealand
RENT-A-CENTER; RENT-A-CENTRE	171354	New Zealand
RENT-A-CENTER; RENT-A-CENTRE	171355	New Zealand
RENT-A-CENTER; RENT-A-CENTRE	180951	New Zealand
RENT-A-CENTER; RENT-A-CENTRE	180952	New Zealand
RENT-A-CENTER; RENT-A-CENTRE	180953	New Zealand
RENT-A-CENTER; RENT-A-CENTRE	180954	New Zealand
RENT-A-CENTER; RENT-A-CENTRE	180955	New Zealand

EXHIBIT B

ORIGINAL TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT

WHEREAS, Rent-A-Center, Inc. ("ASSIGNOR"), is 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.

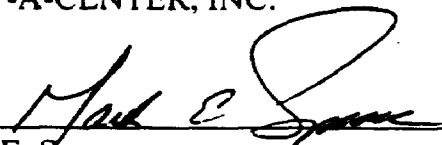
4. ASSIGNOR agrees, at the request of ASSIGNEE and at ASSIGNEE's expense, to execute and deliver such other and further documents and legal instruments, and do all other things reasonably necessary to perfect in ASSIGNEE, its assigns, successors, and legal representatives, all right, title and interest 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:

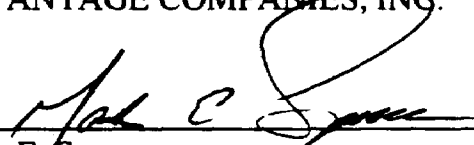
RENT-A-CENTER, INC.



Mark E. Speese
Vice President

Accepted:

ADVANTAGE COMPANIES, INC.



Mark E. Speese
Vice President

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**SCHEDULE A
TO TRADEMARK ASSIGNMENT BETWEEN
RENT-A-CENTER, INC. AND ADVANTAGE COMPANIES, INC.**

MARK	SERIAL NO. FILING DATE	REG. NO REG. DATE
ADVANTAGE	74/ 596,915 09-Nov-1994	
ROOM SERVICE U CAN RENT and Design	75/ 331,258 02-Dec-1996	
ROOM SERVICE U CAN RENT and Design	75/ 332,205 02-Dec-1996	
THORN LEASING CONCEPTS	75/ 388,011 10-Nov-1997	
MISCELLANEOUS CAR DESIGN	75/ 392,910 19-Nov-1997	
ADVANTAGE QUALITY CARS GUARANTEED and Design	75/ 399,444 03-Dec-1997	
ADVANTAGE THE HOME STORE and Design	75/ 399,445 03-Dec-1997	
TRY IT BEFORE YOU BUY IT (STYLIZED)	73/ 183,464 25-Aug-1978	1,147,345 17-Feb-1981
RENT-A-CENTER	73/ 254,255 17-Mar-1980	1,169,733 15-Sep-1981
RENT-A-CENTER and Design	73/ 304,341 06-Apr-1981	1,212,820 12-Oct-1982
RENT-A-CENTER and Design	73/ 382,773 30-Aug-1982	1,262,726 27-Dec-1983
RENT-A-CENTER	73/ 382,791 30-Aug-1982	1,264,550 17-Jan-1984
RENT A CENTER and Design	73/ 460,315 10-Jan-1984	1,530,143 14-Mar-1989

**SCHEDULE A
TO TRADEMARK ASSIGNMENT BETWEEN
RENT-A-CENTER, INC. AND ADVANTAGE COMPANIES, INC.**

MARK	SERIAL NO. FILING DATE	REG. NO REG. DATE
RENT-A-CENTER and Design	73/ 405,467 10-Dec-1982	1,531,357 21-Mar-1989
HOME FREE GUARANTEE and Design	73/ 820,079 17-Aug-1989	1,593,601 24-Apr-1990
RAC RENT-A-CENTER and Design	74/ 028,955 14-Feb-1990	1,645,617 21-May-1991
RAC and Design	74/ 038,721 15-Mar-1990	1,667,049 03-Dec-1991
RENTER DEFENDER	74/ 303,392 12-Aug-1992	1,766,413 20-Apr-1993
WE'RE YOURS FOR A SONG	74/ 298,806 28-Jul-1992	1,785,907 03-Aug-1993
THE TRY IT BEFORE YOU BUY IT STORE	74/ 570,812 07-Sep-1994	1,924,106 03-Oct-1995
U CAN RENT	74/ 580,078 29-Sep-1994	1,948,413 16-Jan-1996
ADVANTAGE and Design		2,036,557 11-Feb-1997
YOUR GET MORE STORE	74/ 683,353 02-Jun-1995	2,046,523 18-Mar-1997
TABLECREST and Design	75/ 020,074 12-Nov-1995	2,137,714 17-Feb-1998
TRY IT BEFORE YOU BUY IT	75/ 137,859 17-Jul-1996	2,170,721 07-Jul-1998
ADVANTEDGE	74/ 596,915 09-Nov-1994	2,184,320 25-Aug-1998

**SCHEDULE A
TO TRADEMARK ASSIGNMENT BETWEEN
RENT-A-CENTER, INC. AND ADVANTAGE COMPANIES, INC.**

MARK	SERIAL NO. FILING DATE	REG. NO REG. DATE
WHATEVER YOU NEED, WHENEVER YOUR NEED IT.	75/ 226,610 15-Jan-1997	2,202,513 10-Nov-1998
NEBRASKA STATE REGISTRATIONS		
RENT-A-CENTER	n/a	1,269,285 04-Oct-1985
THORN SERVICES INTERNATIONAL	n/a	1,275,841 10-Nov-1993

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**SCHEDULE A
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RENT-A-CENTER, INC. AND ADVANTAGE COMPANIES, INC.**

TRADEMARKS NOT REGISTERED:

COAST-TO-COAST KARAOKE HOSTS
MAGIC PENNY DAYS
COUNT ON US FOR A GREAT DEAL
RENT-A-CENTER GUARANTEED SATISFACTION and Design
STAR CENTER VIDEO and Design
RENT-A-STAR
RENT.A.CENTER and Design
RENT-A-CENTER

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