

03-14-2002

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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ET U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102011344

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

1. Name of conveying party(ies):

REMCO America, Inc.

2-15-02

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

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

2. Name and address of receiving party(ies)

Name: Rent-A-Center, Inc.

Internal Address: _____

Address: _____

Street Address: 5700 Tennyson Parkway, 3rd Floor

City: Plano State: TX

- 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

3. Nature of conveyance:

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

Execution Date: September 30, 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,302,055; 2,090,372

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: _____

TDIAZI 00000131 1302055

03/13/2002
01 FC:481
02 FC:482

40.00 DP
25.00 DP

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:

8

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

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02/08/02

TRADEMARK
REEL: 002460 FRAME: 0684

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale, Assignment and Assumption Agreement is made and entered into this 30th day of September 1998 by and between Remco America, Inc., a Delaware corporation ("Remco") and RENT-A-CENTER, INC., a Delaware corporation ("RAC").

WITNESSETH:

WHEREAS, Remco is wholly owned by RAC;

WHEREAS, RAC desires to acquire from, and Remco desires to transfer to RAC, all of Remco's assets, except for certain intangible and other assets; and

WHEREAS, in consideration of the transfer of such assets by Remco to RAC, RAC has concurrently herewith assigned, set over, transferred and conveyed to Remco certain shares of common stock of Remco currently held of record by RAC;

NOW, THEREFORE, FOR VALUE RECEIVED, Remco hereby grants, bargains, sells, conveys, transfers, assigns, sets over and delivers unto RAC, its successors and assigns, all of the assets, properties and rights of Remco, real, personal or mixed, wherever located, owned by Remco as of the close of business on the date hereof; provided, that, notwithstanding the foregoing, Remco does not hereby grant, bargain, sell, convey, transfer, assign, set over or deliver unto RAC, and hereby reserves to itself and excepts from the effect of this Bill of Sale, Assignment and Assumption Agreement, (i) any and all intangible assets, including but not limited to, any patents, trademarks, and trade names, and goodwill, owned by Remco as of the close of business on the date hereof and (ii) all of Remco's right, title and interest in and to those certain \$7,500,000 City of Wichita Taxable Industrial Revenue Bonds (Rent-A-Center, Inc.) Series I.

TO HAVE AND TO HOLD the assets hereby conveyed (collectively, the "Transferred Assets") to RAC, its successors and assigns, forever; Remco hereby binds itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Transferred Assets unto RAC, its successors and assigns, against any person whomsoever lawfully claiming or to claim the same, or any part thereof.


In addition to the foregoing, for value received, RAC hereby assumes (i) all liabilities of Remco existing as of the date hereof, except for any liability for punitive or consequential damages arising out of tort or contract in connection with circumstances occurring prior to the date hereof, and (ii) all obligations of Remco under any contracts and agreements entered into in the ordinary course of business to which Remco is a party on the date hereof (being all of those contracts and agreements which Remco hereby assigns to RAC).

Remco, at any time and from time to time, upon the request of RAC, shall do, execute, acknowledge, and deliver all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may be required to (i) convey and transfer the Transferred Assets to RAC, and (ii) assume the Assumed Liabilities and Obligations.

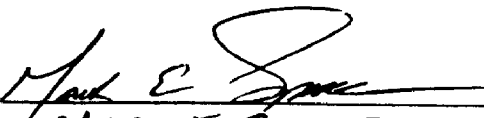
This Bill of Sale, Assignment and Assumption Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, Remco has caused this Bill of Sale, Assignment and Assumption Agreement to be executed on the day and year first above written.

REMCO AMERICA, INC.

By: 
Name: MARK E SPEESE
Title: VICE PRESIDENT

RENT-A-CENTER, INC.

By: 
Name: MARK E SPEESE
Title: VICE PRESIDENT

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**CONSENT IN LIEU OF
SPECIAL MEETING OF
THE BOARD OF DIRECTORS
OF
REMCO AMERICA, INC.**

September *21*, 1998

The undersigned, being all of the Directors of Remco America, Inc., a Delaware corporation (the "**Corporation**"), do hereby pursuant to Section 141 of the Delaware General Corporation Law, adopt the following resolutions by execution of this Consent, and such Consent shall have the same force and effect as a vote by the undersigned at a properly called special meeting of the Board of Directors (the "**Board**") of the Corporation.

RESOLVED, that, subject to the approval by the stockholders, the acquisition (the "**Acquisition**") of all of the assets of the Corporation, except for certain intangible assets, by Rent-A-Center, Inc., a Delaware corporation (the "**Rent-A-Center**"), in exchange for 580 shares of Corporation common stock, \$.01 par value per share, registered in the name of Rent-A-Center, be and hereby is authorized and approved in all respects;

FURTHER RESOLVED, that the Acquisition be submitted to the stockholders of the Corporation for their authorization;

FURTHER RESOLVED, that the Board hereby recommends that the stockholders of the Corporation authorize the Acquisition;

FURTHER RESOLVED, that each of the officers of the Corporation be, and hereby is authorized, empowered and directed to submit the Acquisition to the stockholders of the Corporation for authorization;

FURTHER RESOLVED, that, the form and content of that certain Bill of Sale, Assignment and Assumption Agreement ("**Bill of Sale**"), attached hereto as **Exhibit "A"**, be and hereby is, adopted and approved in all respects;

FURTHER RESOLVED, that, subject to the approval by the stockholders, 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 Bill of Sale; and

FURTHER 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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IN WITNESS WHEREOF, the undersigned have executed this Consent as of the day and

year first above written.



J. ERNEST TALLEY


MARK E. SPEESE

DANNY Z. WILBANKS

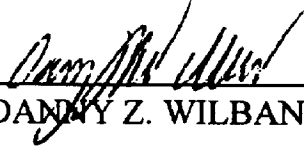
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IN WITNESS WHEREOF, the undersigned have executed this Consent as of the day and
year first above written.

J. ERNEST TALLEY



MARK E. SPEESE



DANNY Z. WILBANKS

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TRADEMARK
REEL: 002460 FRAME: 0690

Exhibit "A"

Bill of Sale, Assignment and Assumption Agreement

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale, Assignment and Assumption Agreement is made and entered into this 30th day of September 1998 by and between Remco America, Inc., a Delaware corporation ("Remco") and RENT-A-CENTER, INC., a Delaware corporation ("RAC").

WITNESSETH:

WHEREAS, Remco is wholly owned by RAC;

WHEREAS, RAC desires to acquire from, and Remco desires to transfer to RAC, all of Remco's assets, except for certain intangible and other assets; and

WHEREAS, in consideration of the transfer of such assets by Remco to RAC, RAC has concurrently herewith assigned, set over, transferred and conveyed to Remco certain shares of common stock of Remco currently held of record by RAC;

NOW, THEREFORE, FOR VALUE RECEIVED, Remco hereby grants, bargains, sells, conveys, transfers, assigns, sets over and delivers unto RAC, its successors and assigns, all of the assets, properties and rights of Remco, real, personal or mixed, wherever located, owned by Remco as of the close of business on the date hereof; provided, that, notwithstanding the foregoing, Remco does not hereby grant, bargain, sell, convey, transfer, assign, set over or deliver unto RAC, and hereby reserves to itself and excepts from the effect of this Bill of Sale, Assignment and Assumption Agreement, (i) any and all intangible assets, including but not limited to, any patents, trademarks, and trade names, and goodwill, owned by Remco as of the close of business on the date hereof and (ii) all of Remco's right, title and interest in and to those certain \$7,500,000 City of Wichita Taxable Industrial Revenue Bonds (Rent-A-Center, Inc.) Series I.

TO HAVE AND TO HOLD the assets hereby conveyed (collectively, the "Transferred Assets") to RAC, its successors and assigns, forever; Remco hereby binds itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Transferred Assets unto RAC, its successors and assigns, against any person whomsoever lawfully claiming or to claim the same, or any part thereof.

In addition to the foregoing, for value received, RAC hereby assumes (i) all liabilities of Remco existing as of the date hereof, except for any liability for punitive or consequential damages arising out of tort or contract in connection with circumstances occurring prior to the date hereof, and (ii) all obligations of Remco under any contracts and agreements entered into in the ordinary course of business to which Remco is a party on the date hereof (being all of those contracts and agreements which Remco hereby assigns to RAC).

Remco, at any time and from time to time, upon the request of RAC, shall do, execute, acknowledge, and deliver all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may be required to (i) convey and transfer the Transferred Assets to RAC, and (ii) assume the Assumed Liabilities and Obligations.

This Bill of Sale, Assignment and Assumption Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, Remco has caused this Bill of Sale, Assignment and Assumption Agreement to be executed on the day and year first above written.

REMCO AMERICA, INC.

By: _____
Name: _____
Title: _____

RENT-A-CENTER, INC.

By: _____
Name: _____
Title: _____

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**UNANIMOUS CONSENT IN LIEU OF
SPECIAL MEETING OF
THE SOLE STOCKHOLDER
OF
REMCO AMERICA, INC.**

September 29, 1998

The undersigned, being the sole stockholder of Remco America, Inc. (the "**Corporation**"), does hereby, pursuant to Section 228 of the Delaware General Corporation Law, adopt the following resolution by execution of this Consent, and such Consent shall have the same force and effect as a vote by the undersigned at a properly called special meeting of the stockholders of the Corporation.

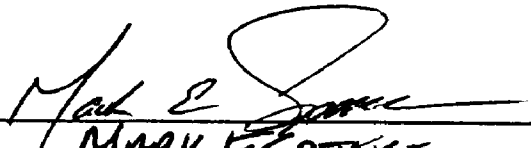
RESOLVED, that, the acquisition (the "**Acquisition**") of all of the assets of the Corporation, except for certain intangible assets, by Rent-A-Center, Inc., a Delaware corporation (the "**Rent-A-Center**"), in exchange for 580 shares of Corporation common stock, \$.01 par value per share, registered in the name of Rent-A-Center, be and hereby is authorized and approved in all respects.

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IN WITNESS WHEREOF, the undersigned has executed this Consent as of the day and year first above written.

SOLE STOCKHOLDER:

RENT-A-CENTER, INC.

By: 
Name: MARK ESPEESE
Its: VICE PRESIDENT

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