

6-11-03

06-11-2003

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

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HEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

102469326

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

1. Name of conveying party(ies): Rent-Way, Inc.

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

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Trademark Collateral Agreement

Execution Date: June 2, 2003

2. Name and address of receiving party(ies)

Name: Manufacturers and Traders Trust Company

Internal Address:

Street Address: One M&T Plaza

City: Buffalo State: NY ZIP: 14203

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other New York banking corporation

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

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

A. Trademark Application No.(s)

See Schedule A-1 attached hereto

B. Trademark Registration No.(s)

See Schedule A-1 attached hereto

2321379

Additional numbers attached? Yes No

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

Name:

RETURN TO: FEDERAL RESEARCH CORP

1030 15th STREET NW

Street Address: SUITE 920 WASHINGTON DC 20005

City: State: ZIP:

06/11/2003 6TOR11 00000127 2321379

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41): \$165.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

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

01 FC:8521 40.00 OP 02 FC:8522 125.00 OP

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.

Elizabeth Szklarz

Name of Person Signing

Signature

6/04/03

Date

Total number of pages including cover sheet, attachments, and document: 5

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

1337102

TRADEMARK REEL: 002750 FRAME: 0292

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
RENTWAY THE RIGHT WAY. RIGHT AWAY.	2,321,379	02/22/2000
WE'RE CHANGING THE WAY AMERICA RENTS	2,347,284	05/02/2000
BUDDY THE WONDER DOG*	1,442,520	06/09/1987
EASTERN RENTALS*	2,210,875	12/15/1998
RENTAVISION*	2,210,876	12/15/1998

** Record owner is Rentavision Inc. which merged into Rent-
Way, Inc. in 09/2000*

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
WE ARE FAMILY	76/509,933	4/29/2003

COMMON LAW MARKS AND TRADE NAMES

—None—

**REGISTERED STATE TRADEMARKS
AND TRADEMARK APPLICATIONS**

—None—

**REGISTERED FOREIGN TRADEMARKS
AND TRADEMARK APPLICATIONS**

—None—

TRADEMARK COLLATERAL AGREEMENT

This 2nd day of June, 2003, RENT-WAY, INC., a Pennsylvania corporation ("*Debtor*") with its principal place of business and mailing address at One Rent Way Place, Erie, Pennsylvania 16505, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to MANUFACTURERS AND TRADERS TRUST COMPANY, a New York banking corporation, with its mailing address at One M&T Plaza, Buffalo, NY 14203, and its successors and assigns ("*Trustee*"), and grants to Trustee, as trustee and collateral agent for the benefit of itself and the Holders (as defined in the Security Agreement (identified and defined below)) a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Trustee (the "*Security Agreement*").

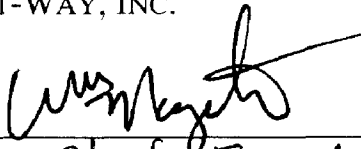
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Trustee of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Trustee on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Trustee with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

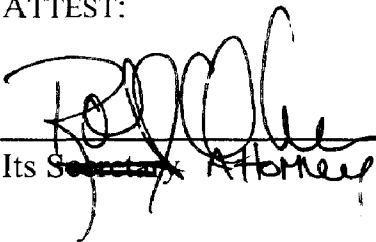
Notwithstanding anything herein to the contrary, the rights of the Trustee to enforce its security interest hereunder are subject to all of the terms and conditions of the Intercreditor Agreement dated as of the date hereof among Harris Trust and Savings Bank, an Illinois Banking Corporation, as the Senior Agent (as defined therein), the Trustee, as trustee and collateral agent under the Indenture (as defined therein), and Rent-Way, Inc., a Pennsylvania corporation.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

RENT-WAY, INC.

By 
Its Chief Executive Officer

ATTEST:


Its ~~Secretary~~ Attorney

William E. Morgenstern
(Type or Print Name)

MANUFACTURERS AND TRADERS TRUST
COMPANY,
as Trustee

Robert J. Oliveri
(Type or Print Name)

By _____
Its _____

(Type or Print Name)

Debtor does hereby further acknowledge and affirm that the rights and remedies of Trustee with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

Notwithstanding anything herein to the contrary, the rights of the Trustee to enforce its security interest hereunder are subject to all of the terms and conditions of the Intercreditor Agreement dated as of the date hereof among Harris Trust and Savings Bank, an Illinois Banking Corporation, as the Senior Agent (as defined therein), the Trustee, as trustee and collateral agent under the Indenture (as defined therein), and Rent-Way, Inc., a Pennsylvania corporation.

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RENT-WAY, INC.

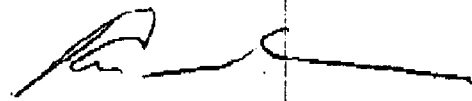
By _____
Its _____

ATTEST:

(Type or Print Name)

Its Secretary

MANUFACTURERS AND TRADERS TRUST
COMPANY,
as Trustee

By 
Its _____

RUSSELL T. WHITLEY
ASSISTANT VICE PRESIDENT

(Type or Print Name)

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

—None—