

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*").

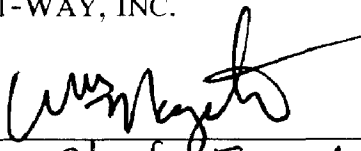
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Trustee of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without 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.

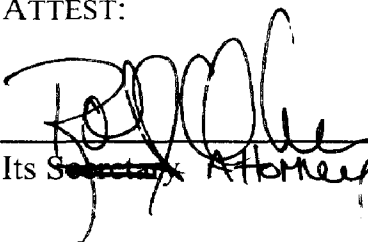
Notwithstanding anything herein to the contrary, the rights of the Trustee to enforce its security interest hereunder are subject to all of the terms and conditions of the Intercreditor Agreement dated as of the date hereof among Harris Trust and Savings Bank, an Illinois Banking Corporation, as the 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.

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 _____

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—