

06-13-2003



SHEET  
Y

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

6-1303

Tab settings    ▼

102472187

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 of Michigan, Inc.

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

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

3. Nature of conveyance:

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

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)

None

B. Trademark Registration No.(s)

See Schedule A-1 attached hereto

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 15<sup>th</sup> STREET NW**

Street Address: **SUITE 920**

**WASHINGTON DC 20005**

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

06/16/2003 6TON11 00000055 1268319

01 FC:0521  
02 FC:0522

40.00 OP  
325.00 OP

DO NOT USE THIS SPACE

6. Total number of applications and registrations involved: \_\_\_\_\_

14

7. Total fee (37 CFR 3.41)..... \$365<sup>00</sup>

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

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

*Elizabeth Szklarz*  
Signature

6/04/03

Date

5

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

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

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

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

	MARKS	REG. NO.	GRANTED
1.	RENT-WAY	1,268,319	02/21/1984
2.	ALRENCO INC. and Design	1,336,087	05/14/1985
3.	CHAMPION TV & APPLIANCE RENTALS and Design	1,493,649	06/21/1988
4.	RENT-WAY and Design (arrow)	2,011,934	10/29/1996
5.	THE RIGHT WAY	2,094,766	09/09/1997
6.	RENTWAY	2,094,767	09/09/1997
7.	RENTWAY and Design (arrow)	2,097,244	09/16/1997
8.	HOME CHOICE	2,104,886	10/14/1997
9.	WE DELIVER THE DIFFERENCE	2,147,736	03/31/1998
10.	HOME CHOICE and Design	2,284,526	10/12/1999
11.	WORKING TO BE YOUR FIRST CHOICE	2,329,360	03/14/2000
12.	HOMECHOICE LEASE OR OWN	2,370,829	07/25/2000
13.	HOMECHOICE RENTALS	2,403,753	11/14/2000
14.	PICK UP WHERE YOU LEFT OFF	2,551,709	03/26/2002

**PENDING FEDERAL TRADEMARK APPLICATIONS**

—None—

**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 OF MICHIGAN, INC., a Delaware 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*").

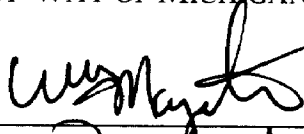
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Trustee of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without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

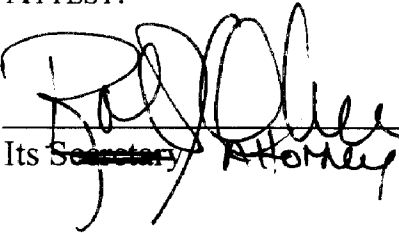
Notwithstanding anything herein to the contrary, the rights of the Trustee to enforce its security interest hereunder are subject to all of the terms and conditions of the Intercreditor Agreement dated as of the date hereof among Harris Trust and Savings Bank, an Illinois Banking Corporation, as the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

By   
Its President

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 OF MICHIGAN, 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**

LICENSOR	LICENSEE	TRADEMARK
Rent-Way of Michigan, Inc.	Rent-Way, Inc. Rent-Way of TTIG, L.P.	RENT-WAY
Rent-Way of Michigan, Inc.	Rent-Way, Inc. Rent-Way of TTIG, L.P.	RENT-WAY BECAUSE THERE'S REALLY ONLY ONE WAY (plus arrow design)
Rent-Way of Michigan, Inc.	Rent-Way, Inc. Rent-Way of TTIG, L.P.	RENT-WAY (plus arrow design)
Rent-Way of Michigan, Inc.	Rent-Way, Inc. Rent-Way of TTIG, L.P.	RENT-WAY
Rent-Way of Michigan, Inc.	Rent-Way, Inc. Rent-Way of TTIG, L.P.	RENTWAY (plus arrow design)
Rent-Way of Michigan, Inc.	Rent-Way, Inc. Rent-Way of TTIG, L.P.	THE RIGHT WAY (words only)
Rent-Way of Michigan, Inc.	Rent-Way, Inc. Rent-Way of TTIG, L.P.	HOME CHOICE (plus design)
Rent-Way of Michigan, Inc.	Rent-Way, Inc. Rent-Way of TTIG, L.P.	HOME CHOICE