

09-11-2003

6-4103

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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

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 West, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Lehman Commercial Paper Inc., as Administrative Agent

Internal

Address:

Street Address: 745 Seventh Avenue, 8th Floor

City: New York State: NY Zip: 10019

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State New York 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: 3/28/2003

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

A. Trademark Application No.(s) See attached Schedule 1

B. Trademark Registration No.(s) See attached Schedule 1

Additional number(s) attached Yes No

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

Name: Rosalind Rodburg

Internal Address:

Street Address: Latham & Watkins

885 3rd Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 3.41): \$ 415.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Rosalind Rodburg

Name of Person Signing

Rosalind Rodburg

Signature

6/3/03

Date

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

09/10/2003 6TON11 00000130 74596915

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

01 FC:0521 02 FC:0522

40.00 OP 375.00 OP

TRADEMARK REEL: 002821 FRAME: 0563

## U.S. TRADEMARKS

Mark	Application No./ Registration No.	Application Date/ Registration Date
ADVANTEDGE	74/596915 2184320	November 9, 1994 August 25, 1998
AMERICA'S HOME OF RENT TO OWN	75/161025 2125173	August 28, 1996 December 30, 1997
GET THE GOOD STUFF	76/000,449	March 15, 2000
RAC & Design	74/038721 1667049	March 15, 1990 December 3, 1991
RAC RENT-A-CENTER & Design	76/477879	December 24, 2002
REMCO (Stylized)	76/343516	November 28, 2001
REMCO ADVANTAGE PLUS & Design	74/681,064 2090372	May 30, 1995 August 26, 1997
RENT-A-CENTER	73/382791 1264550	August 30, 1982 January 17, 1984
RENT-A-CENTER	76/477,880	December 24, 2002
RENT-A-CENTER & Design	73/382773 1262726	August 30, 1982 December 27, 1983
RENTERS CHOICE	74/165881 1763556	May 13, 1991 April 6, 1993
ROOM SERVICE U CAN RENT	75/331258 2227482	December 2, 1996 March 2, 1999
TABLECREST & Design	75/020074 2137714	November 13, 1995 February 17, 1998
THORN LEASING CONCEPTS	75/388011 2233753	November 10, 1997 March 23, 1999
TRY IT BEFORE YOU BUY IT	75/137859 2170721	July 17, 1996 July 7, 1998
WHATEVER YOU NEED, WHEREVER YOU NEED IT	75/226610 2202513	January 15, 1997 November 10, 1998

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 28, 2003 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of Lehman Commercial Paper Inc., as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Rent-A-Center, Inc., a Delaware corporation (the "Borrower") has entered into a Credit Agreement dated as of May 28, 2003 (as amended, supplemented or modified from time to time, the "Credit Agreement"), among the Borrower, the several banks and other financial institutions or entities from time to time parties to the Credit Agreement, Morgan Stanley Senior Funding Inc., as documentation agent, JPMorgan Chase Bank and Bear, Sterns & Co., Inc., each as syndication agent, Wachovia Bank, National Association, UBS Warburg LLC, United Overseas Bank and Credit Lyonnais, each as managing agent, and the Administrative Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of May 28, 2003 in favor of the Administrative Agent for the benefit of the Secured Parties (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

**SECTION 1. Grant of Security.** Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto ("Copyrights");

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Trade Secrets");

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

RENT-A-CENTER WEST, INC.

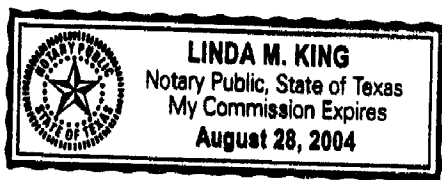
By:   
Name: MITCH FADEL  
Title: VP

State of TX )  
County of Collin )

Before me, Linda King of the state and county mentioned, personally appeared Mitch Fadel, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged such person to be president (or other officer authorized to execute the instrument) of \_\_\_\_\_, the within named bargainor, a \_\_\_\_\_ corporation, and that such president or officer as such \_\_\_\_\_, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as \_\_\_\_\_.

Witness my hand and seal, at office in \_\_\_\_\_, this 30 day of May, 2003.

Linda M King  
Notary Public



My commission expires: 8-28-04

## U.S. TRADEMARKS

Mark	Application No./ Registration No.	Application Date/ Registration Date
ADVANTEDGE	74/596915 2184320	November 9, 1994 August 25, 1998
AMERICA'S HOME OF RENT TO OWN	75/161025 2125173	August 28, 1996 December 30, 1997
GET THE GOOD STUFF	76/000,449	March 15, 2000
RAC & Design	74/038721 1667049	March 15, 1990 December 3, 1991
RAC RENT-A-CENTER & Design	76/477879	December 24, 2002
REMCO (Stylized)	76/343516	November 28, 2001
REMCO ADVANTAGE PLUS & Design	74/681,064 2090372	May 30, 1995 August 26, 1997
RENT-A-CENTER	73/382791 1264550	August 30, 1982 January 17, 1984
RENT-A-CENTER	76/477,880	December 24, 2002
RENT-A-CENTER & Design	73/382773 1262726	August 30, 1982 December 27, 1983
RENTERS CHOICE	74/165881 1763556	May 13, 1991 April 6, 1993
ROOM SERVICE U CAN RENT	75/331258 2227482	December 2, 1996 March 2, 1999
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WHATEVER YOU NEED, WHEREVER YOU NEED IT	75/226610 2202513	January 15, 1997 November 10, 1998



# U.S. COPYRIGHTS

Title	Registration No.	Registration Date
Renter Defender	VA518452	July 31, 1992
RACA PC Store Systems	TXU547160	November 2, 1992
PC to AS400 High Performance Data File Transfer System	TX3237702	January 15, 1992
RACA PC Store System	TXU500938	December 30, 1991
File Application Special Transfer	TX3189508	November 8, 1991
RAC Revision 3.53	TXU471002	August 28, 1990
RACA PC Store System, V353.BAS	TXU415494	May 5, 1990
Store Operations Training: Level 1	TXU448124	November 29, 1990
Standards of Operations	TXU445751	November 5, 1990
Standards of Operations: Evaluator Manual	TXU445750	November 5, 1990
Identity Standards and Usage Guidelines	TXU432800	August 15, 1990
RAC Systems Computer Operations Manual	TXU429014	July 26, 1990
Consumer Friendly Rental Agreement	TX2809479	May 4, 1990
RACS	TXU376529	March 28, 1989
Advanced Sales Techniques	TXU375775	May 26, 1989
Rent-A-Center Selection Interviewing Workshop	TXU374311	May 26, 1989
Rent-A-Center Selection and Training Manual	TXU374310	May 26, 1989
Zone Certification Manager's Manual	TXU374309	May 26, 1989
Rent-A-Center General Information Manual	TXU374308	May 26, 1989
Rent-A-Center Sales and Service Manual	TXU374307	May 26, 1989
Rent-A-Center Collections Manual	TXU374218	May 26, 1989
Account Manager I Certification Packet	TXU369577	May 26, 1989
Implementation Kit for Human Resources Planning at Rent-A-Center, Inc.	TXU 369447	May 26, 1989
Assistant Manager Certification Packet	TXU369446	May 26, 1989
Collections Skills Workbook: Store Operations Training	TXU301483	May 7, 1987
RACS	TXU290611	July 31, 1987
RACS	TXU290610	July 31, 1987
Store Operations Training: Sales and Service Workbook	TXU281464	May 7, 1987
Macntlin	TXU207428	August 16, 1985
Our 10 Commitments to You	TX1663355	October 11, 1985
Rent-A-Center - A Special Place	PAU1230331	May 26, 1989
Collection Practices - One to Six Day Accounts	PAU1230330	May 26, 1989
The Basics of Successful Renting and the Sales Track	PAU1230329	May 26, 1989
Collection Practices - Seven to Twenty-Nine Day Accounts	PAU1230328	May 26, 1989
THORN Services International - Field Management System V.015	TXU676521	February 27, 1995
THORN Services International - Warranty Claims V.012	TXU676519	February 27, 1995
THORN Services International - Central Parts Procurement System V 3.0	TXU676518	February 27, 1995
Credit Analysis Package	TXU830675	December 23, 1997

## FOREIGN TRADEMARKS

Country	Mark	Application No./ Registration No.	Application Date/ Registration Date
Canada	RAC	722371 473000	February 9, 1993 March 19, 1997
Canada	RAC & Bar Device	722373 473001	February 9, 1993 March 19, 1997
Canada	RAC, RENT-A-CENTER Bar & Maple Leaf Device	826101 486936	October 16, 1996 December 12, 1997
Canada	RENT-A-CENTER	524803 321272	July 5, 1984 December 5, 1986
Canada	RENT-A-CENTER & Lined Device	524804 320854	July 5, 1984 November 21, 1986
Canada	RENT-A-CENTRE	722372 472998	February 9, 1993 March 19, 1997
Canada	RENT-A-CENTRE	577137 403410	January 20, 1987 October 9, 1992
Canada	YOUR GET MORE STORE	790410 471212	August 17, 1995 February 18, 1997
New Zealand	RENT-A-CENTER	167085 167085	August 12, 1986 March 19, 1987
New Zealand	RENT-A-CENTER	169748 169748	January 6, 1987 March 19, 1987
New Zealand	RENT-A-CENTER and Device	180951 180951	May 2, 1988 May 2, 1988
New Zealand	RENT-A-CENTER	180952 180952	May 2, 1988 May 2, 1988
New Zealand	RENT-A-CENTER	180953 180953	May 2, 1988 May 2, 1988
New Zealand	RENT-A-CENTER	180954 180954	May 2, 1988 May 2, 1988
New Zealand	RENT-A-CENTER	171354 171354	April 3, 1987 April 3, 1987
New Zealand	RENT-A-CENTER	171355 171355	April 3, 1987 April 3, 1987
New Zealand	RENT-A-CENTER	180955 180955	May 2, 1988 May 2, 1988
Indonesia	RENT-A-CENTER	14111 345501	August 5, 1994 September 5, 1995
Indonesia	RENT-A-CENTER	14108 342591	August 5, 1994 August 31, 1994
Indonesia	RENT-A-CENTER	14109 348421	August 5, 1994 November 24, 1995
Taiwan	RENT-A-CENTER	82059518 74094	December 3, 1993 January 16, 1995
Taiwan	RENT-A-CENTER	82059519 74558	December 3, 1993 February 16, 1995
United Kingdom	RAC Device	1417695 1417695	March 15, 1990 March 15, 1990
United Kingdom	RENT-A-CENTRE	1428620 1428620	March 15, 1990 March 15, 1990
United Kingdom	RENT-A-CENTRE	1428621 1428621	March 15, 1990 March 15, 1990
United Kingdom	RENT-A-CENTRE	1428622 1428622	March 15, 1990 March 15, 1990
United Kingdom	RENT-A-CENTRE	1428623 1428623	March 15, 1990 March 15, 1990

**CANADIAN COPYRIGHTS**

<b>Title</b>	<b>Registration Date</b>	<b>Registration No.</b>
RACS Rev. 3.0 (Store Computer System)	September 12, 1990	399793
RACS Rev. 3.3 (Store Computer System)	September 12, 1990	399791
Collection Skills Workbook	September 12, 1990	399795
RAC's Software Version 2.30	September 12, 1990	399794
Sales and Service Skill Workbook	September 12, 1990	399792