

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RAC RR, Inc.	Rent Rite, Inc.	06/08/2004	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	Lehman Commercial Paper Inc., as Administrative Agent
Street Address:	745 Seventh Avenue
Internal Address:	8th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: NEW YORK

## PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2548796	RENT RITE RENTAL PURCHASE
Registration Number:	2542142	RENT RITE
Serial Number:	76474325	RENT RITE
Registration Number:	2797143	RENT RITE

## CORRESPONDENCE DATA

Fax Number: (714)755-8290

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Email: ipdocket@lw.com

Correspondent Name: Rhonda DeLeon

Address Line 1: Latham &amp; Watkins LLP

Address Line 2: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 023299-0240

NAME OF SUBMITTER: Rhonda DeLeon

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TRADEMARK  
REEL: 002875 FRAME: 0268

Total Attachments: 5  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

### (FIRST SUPPLEMENTAL FILING)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING), dated as of June 8, 2004 (as amended, supplemented or otherwise modified from time to time, the 'First Supplemental 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.

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'). Capitalized terms used and not defined herein have the meanings given such terms in 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, including but not limited to After-Acquired 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 First Supplemental Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

WHEREAS, the Intellectual Property Security Agreement was recorded against certain Intellectual Property registered in the United States at 002821/0563.

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, (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 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 under any Patent, and (C) any right under any Copyright, (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.

SECTION 2. 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 First Supplemental Intellectual Property Security Agreement.

SECTION 3. 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.

SECTION 4. Governing Law. This First Supplemental Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This First Supplemental 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 First Supplemental 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.


[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

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

RENT-A-CENTER, INC.

By:   
Mitchell E. Fadel  
President and Chief Operating Officer

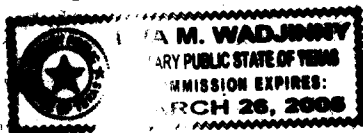
RENT-A-CENTER WEST, INC.  
RAC RR, INC.  
RAINBOW RENTALS, INC.


By:   
Mitchell E. Fadel  
Vice President of each of the above

STATE OF TEXAS       §  
COUNTY OF Collin   §  
                                  §

The foregoing instrument was ACKNOWLEDGED before me this 9<sup>th</sup> day of June, 2004, by Mitchell E. Fadel, an officer of each of Rent-A-Center, Inc., Rent-A-Center West, Inc., RAC RR, Inc. and Rainbow Rentals, Inc., on behalf of each said corporation.

[SEAL]



  
Notary Public, State of Texas  
My Commission Expires:

EVA WADJINNY  
Printed Name of Notary Public

## COPYRIGHTS

Title	Owner
Point of Sale System	Rainbow Rentals, Inc.

## PATENTS

None

## TRADEMARKS

Mark	Application No./ Registration No.	Application Date/ Registration Date	Owner
GET THE GOOD STUFF	76/000449 2785264	March 15, 2000 November 25, 2003	Rent-A-Center, Inc.
RAC NPS	76/583970	March 30, 2004	Rent-A-Center West, Inc.
RENT RITE RENTAL PURCHASE & Design	75/766288 2548796	August 2, 1999 March 19, 2002	RAC RR, Inc.
RENT RITE & Design	75/765899 2542142	August 2, 1999 February 26, 2002	RAC RR, Inc.
RENT RITE	76/474325	December 11, 2002	RAC RR, Inc.
RENT RITE	76/474330 2797143	December 11, 2002 December 23, 2003	RAC RR, Inc.
RAINBOW RENTALS	1686902	May 12, 1992	Rainbow Rentals, Inc.
MVP	2677190	January 21, 2003	Rainbow Rentals, Inc.
Certified MVP	2674514	January 14, 2003	Rainbow Rentals, Inc.

## INTELLECTUAL PROPERTY LICENSES

Title	Date	Licensors	Licensee
Trademark License Agreement	April 27, 2004	Rent-A-Center West, Inc.	RAC RR, Inc.
Trademark License Agreement	May 14, 2004	Rent-A-Center West, Inc.	Rainbow Rentals, Inc.