

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	First Amendment to Intellectual Property Security Agreements and Appointment of Successor Administrative Agent

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lehman Commercial Paper Inc., as Existing Administrative Agent		07/14/2004	CORPORATION: NEW YORK
Rent-A-Center, Inc.		07/14/2004	CORPORATION: DELAWARE
Rent-A-Center West, Inc.		07/14/2004	CORPORATION: DELAWARE
Rainbow Rentals, Inc.		07/14/2004	CORPORATION: OHIO
Get It Now, LLC		07/14/2004	Limited Liability Company: DELAWARE
Colortyme, Inc.		07/14/2004	CORPORATION: TEXAS
RAC RR, Inc.	Rent Rite, Inc.	07/14/2004	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, as Successor Administrative Agent
<b>Street Address:</b>	P.O. Box 2558
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77252
<b>Entity Type:</b>	New York banking corporation:

**PROPERTY NUMBERS Total: 38**

Property Type	Number	Word Mark
Serial Number:	76343516	REMCO
Serial Number:	76477879	RAC RENT-A-CENTER
Serial Number:	76477880	RENT-A-CENTER
Serial Number:	76583970	RAC NPS
Registration Number:	1262726	RENT.A.CENTER
Registration Number:	1264550	RENT-A-CENTER
Registration Number:	1667049	RAC
Registration Number:	1763556	RENTERS CHOICE

OP \$965.00 76343516

Registration Number:	2184320	ADVANTEDGE
Registration Number:	2137714	TABLECREST
Registration Number:	2170721	TRY IT BEFORE YOU BUY IT
Registration Number:	2125173	AMERICA'S HOME OF RENT TO OWN
Registration Number:	2202513	WHATEVER YOU NEED. WHEREVER YOU NEED IT.
Registration Number:	2227482	ROOM SERVICE U CAN RENT
Registration Number:	2233753	THORN LEASING CONCEPTS
Registration Number:	2785264	GET THE GOOD STUFF
Registration Number:	1302055	GET IT NOW
Registration Number:	2850252	GET IT NOW
Serial Number:	76256868	COLORTYME DON'T GO WITHOUT
Registration Number:	1273906	COLORTYME
Registration Number:	1191104	COLORTYME
Registration Number:	1216129	COLORTYME
Registration Number:	1282803	COLORTYME
Registration Number:	1405254	5 COLORTYME
Registration Number:	1872515	COLORTYME
Registration Number:	1918334	FLEXTYME
Registration Number:	2048813	COLORTYME
Registration Number:	2054385	COLORTYME
Registration Number:	2124376	RENT WHAT'S RIGHT FOR YOU
Registration Number:	2124377	RENT WHAT'S RIGHT FOR YOU
Registration Number:	2122377	RENT WHAT'S RIGHT FOR YOU
Registration Number:	1686902	RAINBOW RENTALS
Registration Number:	2674514	CERTIFIED MVP
Registration Number:	2677190	MVP
Serial Number:	76474325	RENT RITE
Registration Number:	2542142	RENT RITE
Registration Number:	2548796	RENT RITE RENTAL PURCHASE
Registration Number:	2797143	RENT RITE

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502

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

Phone: (212) 455-2254

Email: LLevy@stblaw.com

**TRADEMARK**  
**REEL: 002956 FRAME: 0650**

Correspondent Name: Robyn Rahbar, Esq.  
Address Line 1: Simpson Thacher & Bartlett LLP  
Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

509265/0599

NAME OF SUBMITTER:

Lea B. Levy

Total Attachments: 9

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**FIRST AMENDMENT TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENTS  
AND APPOINTMENT OF SUCCESSOR ADMINISTRATIVE AGENT**

This FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENTS AND APPOINTMENT OF SUCCESSOR ADMINISTRATIVE AGENT, dated as of July 14, 2004 (the "Amendment"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of JPMorgan Chase Bank, 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 previously entered into a Credit Agreement dated as of May 28, 2003 (as amended, supplemented or modified from time to time, the "Existing 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 Lehman Commercial Paper Inc., as the administrative agent (in such capacity, the "Existing Administrative Agent").

WHEREAS, in connection with the Existing Credit Agreement, the Grantors have executed and delivered that certain Guarantee and Collateral Agreement, dated as of May 28, 2003, in favor of the Existing Administrative Agent for the benefit of the Secured Parties (as amended, supplemented, replaced or otherwise modified from time to time, the "Existing Guarantee and Collateral Agreement").

WHEREAS, the Borrower has entered into an Amended and Restated Credit Agreement dated as of the date hereof with the Administrative Agent and the other Lenders party thereto (the "Credit Agreement"; capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement).

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered that certain Amended and Restated Guarantee and Collateral Agreement dated as of the date hereof, in favor of the Administrative Agent for the ratable benefit of the Secured Parties (the "Guarantee and Collateral Agreement").

WHEREAS, the Existing Administrative Agent under the Existing Guarantee and Collateral Agreement has been replaced by the Administrative Agent pursuant to the Credit Agreement as agent for the Lenders under the Guarantee and Collateral Agreement and the other Loan Documents, and all rights held by the Existing Administrative Agent are hereby assigned, conveyed and transferred to the Administrative Agent.

WHEREAS, under the terms of the Existing 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 Existing Administrative Agent for the ratable benefit of the Secured Parties,

and have agreed to execute this Amendment 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(s) were recorded against certain Intellectual Property registered in the United States Copyright Office at Volume 3499 Page D117, and in the United States Patent and Trademark Office at Reel 2821 Frame 0563, Reel 2821 Frame 0101, Reel 2820 Frame 0907, Reel 2875 Frame 0261, Reel 2875 Frame 0234, Reel 2875 Frame 0268 and Reel 2875 Frame 0241, and as set forth on Schedule A, attached hereto.

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

SECTION 1. Appointment of Successor Administrative Agent. Each Grantor and the Administrative Agent hereby agree that all references in the Intellectual Property Security Agreements to the Existing Administrative Agent shall be deemed to be references to the Administrative Agent.

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 Amendment.

SECTION 3. Execution in Counterparts. This Amendment 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.

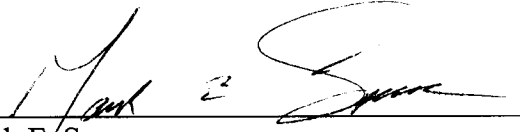
SECTION 4. Governing Law. This Amendment shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Amendment 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 Amendment 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.

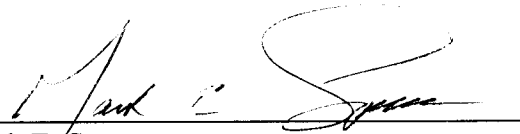
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IN WITNESS WHEREOF, the undersigned has caused this Amendment to be duly executed and delivered as of the date first above written.

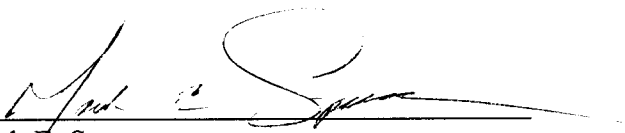
RENT-A-CENTER, INC.

By:   
Mark E. Speese  
Chief Executive Officer

RENT-A-CENTER WEST, INC.  
RAC RR, INC.  
RAINBOW RENTALS, INC.  
GET IT NOW, LLC

By:   
Mark E. Speese  
President

COLORTYME, INC.

By:   
Mark E. Speese  
Vice President

LEHMAN COMMERCIAL PAPER INC.


By: \_\_\_\_\_  
[NAME]  
[TITLE]

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be duly executed and delivered as of the date first above written.


RENT-A-CENTER, INC.

By:   
Mark E. Speese  
Chief Executive Officer

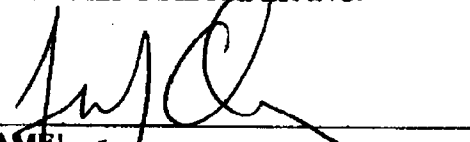
RENT-A-CENTER WEST, INC.  
RAC RR, INC.  
RAINBOW RENTALS, INC.  
GET IT NOW, LLC

By:   
Mark E. Speese  
President

COLORTYME, INC.

By:   
Mark E. Speese  
Vice President

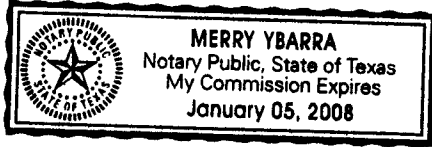
LEHMAN COMMERCIAL PAPER INC.

By:   
[NAME] FRANCIS J CHANG  
[TITLE] AUTHORIZED SIGNATORY

STATE OF TEXAS           §  
  §  
COUNTY OF Collin       §

The foregoing instrument was ACKNOWLEDGED before me this 17 day of August, 2004, by Mark E. Speese, an officer of each of Rent-A-Center, Inc., Rent-A-Center West, Inc., RAC RR, Inc., Rainbow Rentals, Inc., Get It Now, LLC and ColorTyme, Inc., on behalf of each said entity.

[SEAL]



Merry Ybarra  
Notary Public, State of Texas  
My Commission Expires: January 5, 2008

Merry Ybarra  
Printed Name of Notary Public



**SCHEDULE A**

**U.S. Copyright Registrations**

Rent-A-Center, Inc. (recorded at Volume 3499 Page 117)

Title	Reg. No.
Renter defender.	VA 518-452
RACA PC store systems.	TXu 547-160
PC to AS400 high performance data file transfer system.	TX 3-237-702
RACA PC store system.	TXu 500-938
File application special transfer.	TX 3-189-508
RAC revision 3.53.	TXu 471-002
RACA PC store system, V353.BAS.	TXu 415-494
Store operations training: level 1.	TXu 448-124
Standards of operations.	TXu 445-751
Standards of operations: evaluator manual.	TXu 445-750
Identity standards and usage guidelines.	TXu 432-800
RAC systems computer operations manual.	TXu 429-014
Consumer friendly rental agreement.	TX 2-809-479
RACS.	TXu 376-529
Advanced sales techniques.	TXu 375-775
Rent-a-center selection interviewing workshop.	TXu 374-311
Rent-a-center selection and training manual.	TXu 374-310
Zone certification manager's manual.	TXu 374-309
Rent-a-center general information manual.	TXu 374-308
Rent-a-center sales and service manual.	TXu 374-307
Rent-a-center collections manual.	TXu 374-218
Account manager I certification packet.	TXu 369-577
Implementation kit for human resources planning at Rent-A-Center, Inc.	TXu 369-447
Assistant manager certification packet.	TXu 369-446
Collection skills workbook: store operations training.	TXu 301-483
RACS.	TXu 290-611

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**TRADEMARK**  
**REEL: 002956 FRAME: 0657**

Title	Reg. No.
RACS.	TXu 290-610
Store operations training: sales and service workbook.	TXu 281-464
Macntlin.	TXu 207-428
Our 10 commitments to you.	TX 1-663-355
Rent-A-Center, a special place.	PAu 1-230-331
Collection practices, one to six day accounts.	PAu 1-230-330
The basics of successful renting and the sales track.	PAu 1-230-329
Collection practices, seven to twenty-nine day accounts.	PAu 1-230-328
THORN Services International, field management system V.015.	TXu 676-521
THORN Services International, warranty claims V.012.	TXu 676-519
THORN Services International, central parts procurement system V 3.0.	TXu 676-518
Credit analysis package.	TXu 830-675

**SCHEDULE A**

**U.S. Trademark Applications and Registrations**

**Rent-A-Center West, Inc.** (recorded at Reel 2821 Frame 0563 and Reel 2875 Frame 0234)

<b>Application No./Registration No.</b>
76/343,516
76/477,879
76/477,880
76/583,970
1,262,726
1,264,550
1,667,049
1,763,556
2,184,320
2,137,714
2,170,721
2,125,173
2,202,513
2,227,482
2,233,753
2,785,264

**Get It Now, LLC** (recorded at Reel 2820 Frame 0907)

<b>Registration No.</b>
1,302,055
2,850,252

Colortyme, Inc. (recorded at Reel 2821 Frame 0101)

<b>Application No./Registration No.</b>
76/256,868
1,273,906
1,191,104
1,216,129
1,282,803
1,405,254
1,872,515
1,918,334
2,048,813
2,054,385
2,124,376
2,124,377
2,122,377

Rent-A-Center, Inc. (recorded at Reel 2875 Frame 0261)

<b>Registration No.</b>
2,785,264

Rainbow Rentals, Inc. (recorded at Reel 2875 Frame 0241)

<b>Registration No.</b>
1,686,902
2,674,514
2,677,190

RAC RR, Inc. f/k/a Rent Rite, Inc. (recorded at Reel 2875 Frame 0268)

<b>Application No./Registration No.</b>
76/474,325
2,542,142
2,548,796
2,797,143