

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
ColorTyme, Inc.		07/13/2006	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	76567927	GET WHAT YOU WANT
Registration Number:	2963740	GET WHAT YOU WANT
Serial Number:	78571456	COLORTYME
Serial Number:	78893263	RIMTYME
Serial Number:	78893269	RIMTYME
Serial Number:	78843976	YOUR HOMETOWN COLORTYME

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 455-7609
 Email: ksolomon@stblaw.com
 Correspondent Name: Kirstie Howard, Esq.
 Address Line 1: Simpson Thacher & Bartlett LLP
 Address Line 2: 425 Lexington Avenue
 Address Line 4: New York, NEW YORK 10017

OP \$165.00 76567927

ATTORNEY DOCKET NUMBER:	509265/0599
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	07/24/2006
Total Attachments: 7 source=ColTymT_#page1.tif source=ColTymT_#page2.tif source=ColTymT_#page3.tif source=ColTymT_#page4.tif source=ColTymT_#page5.tif source=ColTymT_#page6.tif source=ColTymT_#page7.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of July 13, 2006, is made by ColorTyme, Inc., a Texas corporation (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (the "Agent") for the Secured Parties (as defined in the Second Amended and Restated Credit Agreement described below).

W I T N E S S E T H

WHEREAS, Rent-A-Center, Inc., a Delaware corporation (the "Borrower") has entered into a Second Amended and Restated Credit Agreement, dated as of May 28, 2003, as amended and restated as of July 14, 2004, and as further amended and restated as of July 13, 2006 (as amended, supplemented or modified from time to time, the "Second Amended and Restated Credit Agreement"), among the Borrower, the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), Union Bank of California, N.A., as documentation agent, Lehman Commercial Paper Inc., as syndication agent, and the 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 Second Amended and Restated Credit Agreement that the Grantor shall have executed and delivered that certain Reaffirmation, dated July 13, 2006 (the "Reaffirmation"), to the Amended and Restated Guarantee and Collateral Agreement, dated as of May 28, 2003, as amended and restated as of July 14, 2004 and as further supplemented through the date hereof, in favor of the 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 Reaffirmation and the Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor to the Agent for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this 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 Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in the trademarks listed on Schedule A hereto, to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Grantor's Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States

Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Reaffirmation and the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Reaffirmation and the Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Second Amended and Restated 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 Second Amended and Restated Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement or the Second Amended and Restated Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Second Amended and Restated Credit Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Grant of Security Interest in Trademark Rights to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

COLORTYME, INC.

By: 
Name: Marc E. Speiser
Title: Vice President

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: _____
Name:
Title:


Signature Page - ColorTyme, Inc.

IN WITNESS WHEREOF, the parties hereto have caused this Grant of Security Interest in Trademark Rights to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

COLORTYME, INC.

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

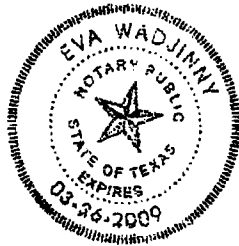
By:  _____
Name: Brian McDougal
Title: Vice President
JPMorgan Chase Bank, N.A.

Signature Page - ColorTyme, Inc.

TRADEMARK
REEL: 003353 FRAME: 0747

STATE OF TEXAS)
) ss
COUNTY OF COLLIN)

On the 12th day of July, 2006, before me personally came Mark E. Spaul,
who is personally known to me to be the President of COLORTYME, INC., a
Texas corporation; who, being duly sworn, did depose and say that she/he is the
via President in such corporation, the corporation described in and which
executed the foregoing instrument; that she/he executed and delivered said instrument pursuant
to authority given by the Board of Directors of such corporation; and that she/he acknowledged
said instrument to be the free act and deed of said corporation.

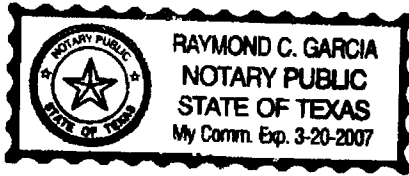


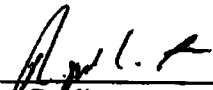
[Signature]
Notary Public

(PLACE STAMP AND SEAL ABOVE)

STATE OF *Texas*)
) ss
COUNTY OF *Dallas*)

On the 13 day of July, 2006, before me personally came Brian McDougal, who is personally known to me to be the Vice President of JPMORGAN CHASE BANK, N.A., a New York banking corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.





Notary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Application Number/ Registration Number	Application Date/ Registration Date
GET WHAT YOU WANT	76/567,927	December 22, 2003
GET WHAT YOU WANT	76/570,413 2,963,740	January 9, 2004 June 28, 2005
ColorTyme	78/571,456	February 21, 2005
RIMTYME	78/893,263	May 25, 2006
RIMTYME	78/893,269	May 25, 2006
YOUR HOMETOWN COLORTYME	78/843,976	March 23, 2006

509265-0599-02908-NY02.2535530.3