

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rainbow Rentals, Inc.		12/31/2007	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Rent-A-Center East, Inc.		
Street Address:	5501 Headquarters Drive		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75024		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1686902	RAINBOW RENTALS	
CORRESPONDENCE DATA			
Fax Number:	(214)855-8200		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	214-855-8000		
Email:	cholland@fulbright.com		
Correspondent Name:	Linda M. Merritt		
Address Line 1:	2200 Ross Avenue, Suite 2800		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	62690-K100US		
NAME OF SUBMITTER:	Linda M. Merritt		
Signature:	/Linda M. Merritt/		
Date:	03/10/2009		

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REEL: 003949 FRAME: 0179

Total Attachments: 5

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**WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF RAINBOW RENTALS, INC.**

The undersigned, being all of the duly elected, qualified and acting members of the Board of Directors (the “**Board**”) of Rainbow Rentals, Inc., an Ohio corporation (the “**Company**”), do hereby, pursuant to the provisions of Section 1701.54 of the Ohio Revised Code, consent to the adoption of the following resolutions without the holding of a meeting, such resolutions to have the same force and effect as if adopted by unanimous vote at a special meeting of the Board which was duly called and held and at which all directors were present and acting throughout:

1. Dividend to RAC East

WHEREAS, Rent-A-Center East, Inc., a Delaware corporation (“**RAC East**”), is the sole shareholder of the Company; and

WHEREAS, the Board deems it to be in the best interests of the Company and its sole shareholder that the Company declare and cause the Company to pay a dividend of all of the assets of the Company (the “**Dividend**”) to the Company’s sole shareholder, RAC East; and

WHEREAS, the Board deems it advisable and in the best interest of the Company and its sole shareholder to declare and cause the Company to pay the Dividend effective as of the close of business on December 31, 2007 to the shareholder of record of the Company as of the date hereof; and

WHEREAS, in connection with the Dividend, the Board deems it advisable and in the best interest of the Company that the Company enter into an Assumption Agreement, between the Company and RAC East, pursuant to which RAC East will assume all of the liabilities and obligations related to the assets distributed in the Dividend (the “**Assumption Agreement**”), a copy of which has been provided to the Board and is attached hereto as **Exhibit “A”**.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby declares, from the assets of the Company legally available therefor under the Ohio General Corporation Law, a dividend of all of the assets of the Company to be paid on December 31, 2007 to the shareholder of record as of the date hereof; and

RESOLVED FURTHER, that that the form and content of the Assumption Agreement, attached hereto as **Exhibit “A,”** with such changes and modifications as are hereinafter authorized, and the transactions contemplated thereby, be, and each of them hereby are ratified, adopted and approved; and

RESOLVED, that the President, Vice President, Treasurer, Secretary or Assistant Secretary (each, an “**Authorized Officer**” and together, the “**Authorized Officers**”) be, and each of them with full authority to act without the others hereby is, authorized and empowered, for and on behalf of the Company, to execute and deliver the Assumption Agreement with such changes and modifications as the Authorized Officer shall deem advisable and in the best interest of the Company, with the execution thereof by any such Authorized Officer being conclusive evidence that the same did meet such standard, and to do and perform all such acts and things and to enter into, execute, verify and deliver all such certificates, instruments, agreements, notices and other documents and to effect such filings with any and all appropriate regulatory authorities, provincial, territorial and federal, as may be required or as in the judgment of such Authorized Officer shall be necessary, advisable or appropriate and in the best interest of the Company to effectuate the purposes of the foregoing resolutions, with the taking of any such action by any such Authorized Officer being conclusive evidence that same did meet such standard; all such actions to be performed in such manner, and all such certificates, instruments, agreements, notices, applications, declarations, powers of attorney and other documents to be executed and delivered in such form, as the Authorized Officer performing or executing the same shall approve, the performance and execution thereof by any such Authorized Officer to be conclusive evidence of the approval thereof by such Authorized Officer and by the Board; and


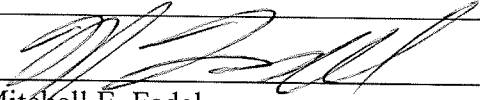
RESOLVED FURTHER, that the Secretary or any Assistant Secretary of the Company is hereby authorized, empowered, and directed, for and on behalf of the Company, to certify and attest to any documents which he or she may deem necessary or appropriate to effectuate the purposes of the foregoing resolutions, provided, that such attestation shall not be required for the due authorization, execution and delivery or validity of the particular document; and

RESOLVED FURTHER, that each Authorized Officer is authorized to pay any and all expenses and fees arising in connection with the matters described in the foregoing resolutions, including, without limitation, attorneys’ fees, and that each Authorized Officer is hereby authorized to negotiate, execute, deliver and direct payment under any guarantee or indemnity agreement which such Authorized Officer shall deem necessary or advisable to accomplish the matters which are the subject of these resolutions; and

RESOLVED FURTHER, that any and all actions previously taken by any of the Authorized Officers or representatives of the Company, for and on behalf and in the name of the Company, on or prior to the date of these resolutions, in connection with any of the foregoing resolutions be, and the same hereby are, in all respects ratified, confirmed, approved and adopted as acts of the Company for all purposes.

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Executed to be effective as of the last date set forth opposite the signature lines below.

Date: <u>December 21, 2007</u>	<u>DIRECTORS:</u> By: <u></u> Mark E. Speese
Date: <u>December 21, 2007</u>	By: <u></u> Mitchell E. Fadel

ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT (this "*Agreement*"), dated as of December 31, 2007, is made and entered into in connection with the dividend declared by the Board of Directors (the "*Board*") of Rainbow Rentals, Inc., an Ohio corporation, (the "*Company*") of all of the Company's assets (the "*Dividend*"), payable to its sole shareholder, Rent-A-Center East, Inc. ("*RAC East*"), pursuant to resolutions adopted by the Board, dated December 26, 2007 (the "*Resolutions*").

WHEREAS, the Resolutions provide for the distribution of all of the Company's assets (the "*Assets*") to RAC East as a dividend, as well as the assumption by RAC East of any and all direct and indirect obligations and liabilities of any nature associated with the Assets (the "*Assumed Liabilities*").

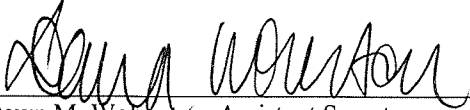
NOW, THEREFORE, in connection with the declaration of the Dividend:

1. RAC East hereby assumes and agrees to pay, perform, discharge, and satisfy all of the Assumed Liabilities. RAC East, for itself and its successors and assigns, hereby covenants and agrees that, without further consideration, at any time and from time to time after the date hereof, it will execute and deliver to the Company such further instruments of assumption, and take such other action, all upon the reasonable request of the Company, in order more effectively to assume or evidence the assumption of the Assumed Liabilities by RAC East, and to assure and confirm to any other person the assumption of the Assumed Liabilities by RAC East.
2. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Delaware without giving effect to conflict of laws principles thereof, except if it is necessary in any other jurisdiction to have the law of such other jurisdiction govern this Agreement with respect to such Asset.

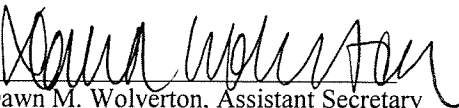
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IN WITNESS WHEREOF, RAC East and the Company have caused this Agreement to be executed this 31st day of December, 2007.

RAINBOW RENTALS, INC.

By: 
Dawn M. Wolverton, Assistant Secretary

RENT-A-CENTER EAST, INC.

By: 
Dawn M. Wolverton, Assistant Secretary