

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment and Release by Secured Party of Assignment and Security Interest recorded at Reel 1532, Frame 0722		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NATIONAL CITY BANK	FORMERLY Successor to National City Bank of Pennsylvania	11/15/2006	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	RENT-WAY, INC.		
Street Address:	5501 Headquarters Drive		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75024		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2097244	RENTWAY	
Registration Number:	2094767	RENTWAY	
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:	10409631 NAT-RWINC		
NAME OF SUBMITTER:	Linda M. Merritt		
Signature:	/Linda M. Merritt/		

OP \$65.00 2097244

Date:

04/11/2011

Total Attachments: 4

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ASSIGNMENT AND RELEASE

This Assignment and Release is made as of the date of last signature below, although agreed by the Parties (as defined herein) to be effective as of December 10, 1998 (the "Effective Date"), by and between National City Bank of Pennsylvania, as Agent for the benefit of Banks, as those terms are defined in the Credit Agreement referenced below, ("Assignor") and Rent-Way, Inc., a Pennsylvania corporation ("Assignee") (collectively "the Parties").

WHEREAS, pursuant to that certain Credit Agreement dated November 22, 1996 by and among Assignee, Assignor and the Banks party thereto (the "Credit Agreement"), the Parties entered into that certain Patent, Trademark and Copyright Collateral Assignment dated November 22, 1996 (the "Collateral Assignment"), recorded in the United States Patent and Trademark Office ("USPTO") at Reel 1532, Frame 0722;

WHEREAS, under the Collateral Assignment, Assignee assigned to Assignor rights collectively defined in the Collateral Assignment as "Patents, Trademarks and Copyrights," including the trademarks shown on Schedule 1 attached hereto and incorporated herein by reference, to secure the payment and performance of the Secured Obligations (as defined in the Collateral Agreement) and Assignor granted to Assignee an exclusive license to such Patents, Trademarks and Copyrights;

WHEREAS, pursuant to Paragraph 9 of the Collateral Assignment, the Parties agreed that at such time as Assignee shall have indefeasibly paid in full all of the Secured Obligations and the Commitments (as defined in the Credit Agreement) terminated, the Collateral Assignment would terminate and Assignor would execute and deliver to Assignee all deeds, assignments, and other instruments as may be necessary or proper to re-vest in Assignee full title to the Patents, Trademarks and Copyrights; and

WHEREAS, on the Effective Date, all of the Secured Obligations were satisfied in full and all Commitments terminated and the Parties are executing this Assignment and Release to evidence that the Trademarks, Copyrights and Patents were owned by Assignee as of the Effective Date and to evidence the release of all rights granted by Assignee to Assignor and the Banks in such Patents, Trademarks and Copyrights.

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

The Parties hereby expressly acknowledge that, as of the Effective Date, following satisfaction of the Secured Obligations and termination of the Commitments, Assignee was the owner of all right, title and interest in and to the Patents, Trademarks and Copyrights.

To memorialize same, Assignor, for itself and on behalf of the Banks, as Agent, hereby: (1) transfers and assigns to Assignee the entire right, title and interest of Assignor and the Banks in and to the Patents, Trademarks and Copyrights; and (2) releases any and all security interests, claims or rights Assignor, or the Banks may have in and to the Patents, Trademarks and Copyrights, including but not limited to any such security interests, claims or rights Assignor or the Banks may have based upon the Credit Agreement, the Collateral Assignment or any other agreements.

Assignor represents and warrants that it has full power and authority from the Banks to execute this Assignment and Release.


Assignor does hereby expressly agree that Assignee, or any of its successors or assigns, may singly, and without assistance or consent from Assignor, undertake procedures to record this Assignment and Release in the USPTO or other applicable agency or governmental entity.

Assignor agrees to do all other acts and execute all other documents reasonably necessary to effect the transfer, assignment and release described in this Assignment and Release.

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IN WITNESS WHEREOF, this Assignment and Release is made this 15th day of
November, 2006.

NATIONAL CITY BANK, successor by merger to National
City Bank of Pennsylvania, as Agent

By: 
Name: **William A. Feldmann**
Title: **Vice President**

RENT-WAY, INC.

By: _____
Name:
Title:

Schedule 1

Trademarks:

<p>RENTWAY & Design</p> <p>United States</p> <p>Registration No: 2,097,244</p> <p>Application No. 75/139,176</p>
<p>RENTWAY</p> <p>United States</p> <p>Registration No: 2,094,767</p> <p>Application No. 75/139,190</p>