

NAME OF SUBMITTER:	Sandra M. Wintner
Signature:	/Sandra M. Wintner/
Date:	04/27/2011
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SECURITY AGREEMENT

This SECURITY AGREEMENT is made and entered into as of April 26, 2011, by and between AMERICAN FURNITURE RENTALS, INC. (the "Borrower"), and PNC BANK, NATIONAL ASSOCIATION ("PNC"), a national banking association, as agent (in such capacity, the "Agent") for the banks and other financial institutions (the "Banks") from time to time parties to the Credit Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Borrower, the Banks, the Agent and the other holders of the Obligations (as defined herein).

WITNESSETH

WHEREAS, the Borrower, the Banks and the Agent are parties to the Credit Agreement;

WHEREAS, pursuant to the provisions of the Credit Agreement and upon the terms and subject to the conditions set forth therein, the Banks have severally agreed to make certain loans (the "Loans") to the Borrower to be evidenced by the notes issued by the Borrower thereunder (the "Notes"), and or issue or participate in Letters of Credit for the account of the Borrower;

WHEREAS, it is a condition precedent to the obligation of the Banks to make their respective Loans to the Borrower and to issue or participate in Letters of Credit under the Credit Agreement, that the Borrower shall have executed and delivered this Security Agreement to the Agent for the ratable benefit of the Banks; and

NOW, THEREFORE, in consideration of the premises and to induce the Agent and the Banks to enter into the Credit Agreement and to induce the Banks to make their respective Loans to the Borrower and issue or participate in Letters of Credit under the Credit Agreement, the Borrower hereby agrees with the Agent, for the ratable benefit of the Banks, as follows:

1. Defined Terms. Unless otherwise defined herein, terms which are defined in the Credit Agreement and used herein are so used as so defined; the following terms which are defined in the Code are used herein as so defined: Accounts (including Health-Care-Insurance Receivables), Chattel Paper (including Electronic Chattel Paper and Tangible Chattel Paper), Commercial Tort Claims, Deposit Accounts, Documents, Equipment, Farm Products, Financial Assets, General Intangibles, Instruments, Inventory, Investment Property (including Financial Assets, Securities Entitlements, Securities Accounts, Commodity Accounts, and Commodity Contracts), Letter-of-Credit Rights, Payment Intangibles, Software, Supporting Obligations and Proceeds; and the following terms shall have the following meanings:

"Code" shall mean the Uniform Commercial Code as from time to time in effect in the Commonwealth of Pennsylvania.

"Collateral" shall have the meaning assigned to it in Section 2 of this Security Agreement.

"Contracts" shall mean all contracts and other agreements between the Borrower and any other Person, as the same may from time to time be amended, supplemented or otherwise modified, including, without limitation, (a) all rights of the Borrower to receive moneys due and to become due to it thereunder or in connection therewith, (b) all rights of the Borrower to damages arising out of, or for, breach or default in respect thereof and (c) all rights of the Borrower to perform and to exercise all remedies thereunder.

"Copyrights" shall mean (a) all copyrights, registrations and applications for registration, issued or filed, including any reissues, extensions or renewals thereof, by or with the United States Copyright Office or any similar office or agency of the United States, any State thereof, or any other country or political subdivision thereof, or otherwise, including, all rights in and to the material constituting the subject matter thereof, including, without limitation, any referred to in Schedule I hereto, and (b) any rights in any material which is copyrightable or which is protected by common law, United States copyright laws or similar laws or any law of any State, including, without limitation, any thereof referred to in Schedule I hereof.

"Copyright License" shall mean any agreement, written or oral, providing for a grant by the Borrower of any right in any Copyright, including, without limitation, any thereof referred to in Schedule I hereof.

"Obligations" shall mean , collectively, (a) all Reimbursement Obligations and all unpaid principal of and accrued and unpaid interest on (including, without limitation, any interest accruing subsequent to the commencement of a bankruptcy, insolvency or similar proceeding with respect to the Borrower, whether or not such interest constitutes an allowed claim in such proceeding) the Loans, (b) all accrued and unpaid fees arising or incurred under the Credit Agreement or any other Loan Documents, (c) any other amounts due under the Credit Agreement or under any of the other Loan Documents, including all reimbursements, indemnities, fees, costs, expenses, prepayment premiums, break-funding costs and other obligations of the Borrower or any Guarantor to the Agent, any Bank or any indemnified party under the Credit Agreement and thereunder, (d) any obligations owed by the Borrower under any PNC Provided Financial Service Product, and (e) all out-of-pocket costs and expenses incurred by the Agent and the Banks in connection with the Credit Agreement and the other Loan Documents, including but not limited to the reasonable fees and expenses of the Agent's counsel, which the Borrower is responsible to pay pursuant to the terms of the Credit Agreement and the other Loan Documents.

"Patents" shall mean (a) all letters patent of the United States or any other country or any political subdivision thereof, and all reissues and extensions thereof, including, without limitation, any thereof referred to in Schedule I hereto, and (b) all applications for letters patent of the United States and all divisions, continuations and continuations-in-part thereof or any other country or any political subdivision, including, without limitation, any thereof referred to in Schedule I hereto.

"Patent License" shall mean all agreements, whether written or oral, providing for the grant by the Borrower of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, any thereof referred to in Schedule I hereto.

“Security Agreement” shall mean this Security Agreement, as amended, supplemented or otherwise modified from time to time.

“Trademarks” shall mean (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, including, without limitation, any thereof referred to in Schedule II hereto, and (b) all reissues, extensions or renewals thereof.

“Trademark License” shall mean any agreement, written or oral, providing for the grant by the Borrower of any right to use any Trademark, including, without limitation, any thereof referred to in Schedule II hereto.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, the Borrower hereby grants to the Agent for the ratable benefit of the holders of the Obligations a security interest in all of the following property now owned or at any time hereafter acquired by the Borrower or in which the Borrower now has or at any time in the future may acquire any right, title or interest (collectively, the “Collateral”):

- (i) all Accounts (including Health-Care-Insurance Receivables);
- (ii) all Chattel Paper (including Electronic Chattel Paper and Tangible Chattel Paper);
- (iii) all Contracts;
- (iv) all Copyrights and Copyright Licenses;
- (v) all Deposit Accounts;
- (vi) all Documents;
- (vii) all Equipment;
- (viii) all General Intangibles and Commercial Tort Claims;
- (ix) all Instruments;
- (x) all Inventory;
- (xi) all Investment Property (including, Securities Entitlements, Financial Assets, Securities Accounts, Commodity Accounts and Commodity Contracts);

- (xii) all Letter-of-Credit Rights;
- (xiii) all Patents and Patent Licenses;
- (xiv) all Payment Intangibles;
- (xv) all Software (in whatever form);
- (xvi) all Supporting Obligations;
- (xvii) all Trademarks and Trademark Licenses; and
- (xviii) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing.

3. Rights of Agent and Holders of the Obligations; Limitations on Agent's and Holders' Obligations.

(a) Borrower Remains Liable under Accounts and Contracts. Anything herein to the contrary notwithstanding, the Borrower shall remain liable under each of the Accounts and Contracts to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise to each such Account and in accordance with and pursuant to the terms and provisions of each such Contract. No holder of any Obligation shall have any obligation or liability under any Account (or any agreement giving rise thereto) or under any Contract by reason of or arising out of this Security Agreement or the receipt by such holder of any payment relating to such Account or Contract pursuant hereto, nor shall any holder of any Obligation be obligated in any manner to perform any of the obligations of the Borrower under or pursuant to any Account (or any agreement giving rise thereto) or under or pursuant to any Contract, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Account (or any agreement giving rise thereto) or under any Contract, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(b) Notice to Account Debtors and Contracting Parties. Upon the request of the Agent at any time after the occurrence and during the continuance of an Event of Default, the Borrower shall notify account debtors on the Accounts and parties to the Contracts that the Accounts and the Contracts have been assigned to the Agent for the ratable benefit of the holders of the Obligations and shall indicate on all billings that payments in respect thereof shall be made directly to the Agent. Upon the occurrence and during the continuance of an Event of Default, the Agent may in its own name or in the name of others communicate with account debtors on the Accounts and parties to the Contracts to verify with them to its satisfaction the existence, amount and terms of any Accounts or Contracts.

(c) Analysis of Accounts. The Agent shall have the right to make test verifications of the Accounts in any manner and through any medium that it reasonably considers advisable, and the Borrower shall furnish all such assistance and information as the Agent may

require in connection therewith. At any time and from time to time pursuant to the terms of the Credit Agreement, upon the Agent's request and at the expense of the Borrower, the Borrower shall cause independent public accountants or others satisfactory to the Agent to furnish to the Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the Accounts.

(d) Collections on Accounts. The Agent hereby authorizes the Borrower to collect the Accounts, subject to the Agent's direction and control, from the account debtors. Prior to the occurrence of an Event of Default, the Proceeds of Accounts so collected by the Borrower shall be received and held by the Borrower in trust for the Agent and the holders of the Obligations but may be applied by the Borrower in its discretion towards payment of the Obligations or other corporate purposes. Upon the occurrence and during the continuation of an Event of Default, the authority hereby given to the Borrower to collect the Proceeds of Accounts in trust for the Agent and the holders of the Obligations may be terminated by the Agent at any time and the Borrower shall deliver to the Agent on the date of receipt thereof by the Borrower all Proceeds in the form of cash, checks, drafts, notes and other remittances received in payment of or on account of the Borrower's Accounts. Following receipt by the Agent such Proceeds shall be deposited in a special bank account (the "Cash Collateral Account") maintained with the Agent over which the Agent alone shall have power of withdrawal. All Proceeds other than cash shall be deposited in precisely the form in which received, except for the addition thereto of the endorsement of the Borrower when necessary to permit collection of the items, which endorsement the Borrower agrees to make. The Borrower will not commingle any such Proceeds with any of the Borrower's other funds or property but will hold them separate and apart from any other funds or property and upon an express trust for the Agent until deposit thereof is made in the Cash Collateral Account.

4. Representations and Warranties. The Borrower hereby represents and warrants that:

(a) Title; No Other Liens. Except for the Lien granted to the Agent for the ratable benefit of the holders of the Obligations pursuant to this Security Agreement and the other Permitted Liens, the Borrower owns each item of the Collateral free and clear of any and all Liens or claims of others. No security agreement, effective financing statement or other effective public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as may have been filed in favor of the Agent, for the ratable benefit of the holders of the Obligations, pursuant to this Security Agreement or as may be permitted pursuant to the Credit Agreement.

(b) Perfected First Priority Liens. The Liens granted pursuant to this Security Agreement constitute perfected Liens on the Collateral in favor of the Agent, for the ratable benefit of the holders of the Obligations, which are prior to all other Liens on the Collateral in existence on the date hereof (other than Permitted Liens) and are enforceable as such against all creditors of and purchasers from the Borrower and against any owner or purchaser of the real property where any of the Equipment is located and any present or future creditor obtaining a Lien on such real property.

(c) Accounts. The amount represented by the Borrower to the Agent or the other holders of the Obligations in any accounts receivable aging and in other reports requested by or furnished to the Agent or the other holders of the Obligations as owing by each account debtor or by all account debtors in respect of the Accounts will at such time be the correct amount actually owing by such account debtor or debtors thereunder. No amount payable to the Borrower under or in connection with any Account is evidenced by any Instrument or Chattel Paper which has not been delivered to the Agent. The Borrower keeps its records concerning the Accounts at the location or locations set forth in Schedule III.

(d) Contracts. No consent of any party (other than the Borrower) to any Contract is required, or purports to be required, in connection with the execution, delivery and performance of this Security Agreement that has not been obtained. Each Contract is in full force and effect and constitutes a valid and legally enforceable obligation of the Borrower and, to the best of Borrower's knowledge, the other parties thereto, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor's rights generally. No consent or authorization of, filing with or other act by or in respect of any Governmental Authority is required in connection with the execution, delivery, performance, validity or enforceability of any of the Contracts by the Borrower and, to the best of Borrower's knowledge, any other party thereto other than those which have been duly obtained, made or performed, are in full force and effect and do not subject the scope of any such Contract to any material adverse limitation, either specific or general in nature. Neither the Borrower nor (to the Borrower's knowledge) any other party to any Contract is in default or is likely to become in default in the performance or observance of any of the terms thereof. The Borrower has fully performed all its obligations under each Contract. The right, title and interest of the Borrower in, to and under each Contract are not subject to any defense, offset, counterclaim or claim which would materially adversely affect the value of such Contract as Collateral, nor have any of the foregoing been asserted or alleged against the Borrower as to any Contract. The Borrower has delivered to the Agent a complete and correct copy of each Contract, including all amendments, supplements and other modifications thereto. No amount payable to the Borrower under or in connection with any Contract is evidenced by any Instrument or Chattel Paper which had not been delivered to the Agent.

(e) Inventory. The types, amounts and valuations of the Inventory or any other information regarding the same represented by the Borrower in any reports requested by or furnished to the Agent, the Banks or the other holders of the Obligations will at such time be accurate to the best of the Borrower's knowledge. The Borrower keeps records concerning the Inventory at the location or locations listed on Schedule IV. The Inventory is kept at the locations listed on Schedule V hereto.

(f) Equipment. The Equipment is kept at the locations listed on Schedule VI hereto.

(g) Chief Executive Office; Place of Organization. The locations of each of the Borrower's chief executive office, chief place of business, form of and place of organization are set forth on Schedule VII.

(h) Commercial Tort Claims. The Borrower's Commercial Tort Claims are set forth on Schedule VIII.

(i) Farm Products. None of the Collateral constitutes, or is the Proceeds of, Farm Products.

(j) Patents, Trademarks and Copyrights. Schedule I hereto includes all Patents and Patent Licenses and Copyrights and Copyright Licenses owned by the Borrower in its own name as of the date hereof. Schedule II hereto includes all Trademarks and Trademark Licenses owned by the Borrower in its own name as of the date hereof. To the best of the Borrower's knowledge, each Patent, Trademark and Copyright is valid, subsisting, unexpired, enforceable and has not been abandoned. Except as set forth in either such Schedule, none of such Patents, Trademarks or Copyrights is the subject of any licensing or franchise agreement. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of any Patent, Trademark or Copyright. No action or proceeding is pending (i) seeking to limit, cancel or question the validity of any Patent, Trademark or Copyright, or (ii) which, if adversely determined, would have a material adverse effect on the value of any Patent, Trademark or Copyright.

(k) Power and Authority; Authorization. The Borrower has the corporate or other power and authority and the legal right to execute and deliver, to perform its obligations under, and to grant the Lien on the Collateral pursuant to, this Security Agreement and has taken all necessary corporate or other action to authorize its execution, delivery and performance of, and grant of the Lien on the Collateral pursuant to, this Security Agreement.

(l) Enforceability. This Security Agreement constitutes a legal, valid and binding obligation of the Borrower enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally.

(m) No Conflict. The execution, delivery and performance of this Security Agreement will not violate any provision of any Requirement of Law or Contractual Obligation of the Borrower and will not result in the creation or imposition of any Lien on any of the properties or revenues of the Borrower pursuant to any Requirement of Law or Contractual Obligation of the Borrower, except as contemplated hereby.

(n) No Consents, etc. No consent or authorization of, filing with, or other act by or in respect of, any arbitrator or Governmental Authority and no consent of any other Person (including, without limitation, any stockholder or creditor of the Borrower), is required in connection with the execution, delivery, performance, validity or enforceability of this Security Agreement.

(o) No Litigation. No litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the knowledge of the Borrower, threatened by or against the Borrower or against any of its properties or revenues with respect to this Security Agreement or any of the transactions contemplated hereby.

5. Covenants. The Borrower covenants and agrees with the Agent, the Banks and the other holders of the Obligations that, from and after the date of this Security Agreement until the Obligations are paid in full and each Revolving Credit Commitment is terminated and there are no Letters of Credit outstanding it will:

(a) Notices; Further Documentation; Pledge of Instruments and Chattel Paper. Notify the Agent in writing at any time that it opens, acquires, obtains, or becomes the beneficiary of any type of Collateral (or rights therein) to the extent the Agent and the Secured Parties will not at that time have, and continuously thereafter (subject to the filing of continuation statements, if necessary) maintain, a perfected first priority security interest in (subject to Permitted Liens) such Collateral, including in any event but not limited to: all Deposit Accounts, Securities Accounts and Commodity Accounts and other Investment Property; all Commercial Tort Claims; all Instruments, Documents, Tangible Chattel Paper and Electronic Chattel Paper; all other Collateral in the possession of a third party; and all Letter-of-Credit Rights and other Supporting Obligations. The Borrower shall also promptly (i) deliver to the Agent all letters of credit and other Supporting Obligations, Instruments, Chattel Paper, Documents and Investment Property (including any necessary endorsements) that at any time is part of the Collateral or becomes Proceeds of any Collateral, and (ii) execute and deliver such further instruments, agreements and documents and take such further action as the Agent may reasonably request for the purpose of obtaining, preserving, and enforcing the full benefits of this Security Agreement and of the rights and powers herein granted, including, without limitation, executing and delivering and using commercially reasonable efforts to cause third parties to execute and deliver to the Agent security agreements, pledge agreements, control agreements, bailee acknowledgments, assignments and waivers, all in form and substance satisfactory to the Agent. The Borrower will mark all Chattel Paper with a legend indicating that the Agent has a security interest in the Chattel Paper.

The Borrower also hereby authorizes the Agent to file any such Uniform Commercial Code financing or continuation statement without the signature of the Borrower to the extent permitted by applicable law. The Borrower hereby ratifies any filing by the Agent of financing statements prior to the date hereof with respect to the Collateral. A carbon, photographic, facsimile or other reproduction of this Security Agreement shall be sufficient as a financing statement for filing in any jurisdiction.

(b) Indemnification. Pay, and save the Agent, the Banks, the other holders of the Obligations and their directors, officers, employee, advisors and agents (collectively, the "Indemnified Parties") harmless from, any and all liabilities, costs and expenses (including, without limitation, reasonable legal fees and expenses) (i) with respect to, or resulting from, any delay in paying any and all excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral, (ii) with respect to, or resulting from, any delay in complying with any Requirement of Law applicable to any of the Collateral or (iii) in connection with any of the transactions contemplated by this Security Agreement. In any suit, proceeding or action brought by the Agent, any Bank or any of the other holders of the Obligations under any Account or Contract for any sum owing thereunder, or to enforce any provisions of any Account or Contract, the Borrower will save, indemnify and keep the Agent, each Bank, each other holder of the Obligations and each other Indemnified Party harmless from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim, recoupment or reduction of

liability whatsoever of the account debtor or obligor thereunder, arising out of a breach by the Borrower of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such account debtor or obligor or its successors from the Borrower.

(c) Maintenance of Records. Keep and maintain at its own cost and expense satisfactory and complete records of the Collateral, including, without limitation, a record of all payments received and all credits granted with respect to the Accounts. The Borrower will mark its books and records pertaining to the Collateral to evidence this Security Agreement and the security interests granted hereby. For the Agent's, the Banks' and the other holders' of the Obligations further security, the Agent, for the ratable benefit of the Banks and the other holders of the Obligations, shall have a security interest in the Borrower's books and records pertaining to the Collateral, and the Borrower shall provide access to any such books and records to the Agent or to its representatives during normal business hours at the request of the Agent.

(d) Right of Inspection and Audit. Give to the Agent and the Banks at all times upon reasonable prior notice full and free access during normal business hours to all of its books, correspondence and records and the Agent and the Banks and their respective representatives may examine, inspect or audit the same, take extracts therefrom and make photocopies thereof, and the Borrower agrees to render to the Agent and the Banks, at the Borrower's cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto. The Agent and the Banks and their respective representatives shall at all times during normal business hours also have the right to enter into and upon any premises where any of the Inventory or Equipment is located for the purpose of examining, inspecting or auditing the same, observing its use or otherwise protecting their interests therein.

(e) Compliance with Laws, etc. Comply in all material respects with all Requirements of Law applicable to the Collateral or any part thereof or to the operation of its business; provided, however, that the Borrower may contest any Requirement of Law in any reasonable manner which shall not, in the sole opinion of the Agent, adversely affect the Agent's or the Banks' rights or the priority of their Liens on the Collateral.

(f) Compliance with Terms of Contracts, etc. Perform and comply in all material respects with all its obligations under the Contracts and all its other Contractual Obligations relating to the Collateral.

(g) Payment of Obligations. Pay promptly when due all taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of its income or profits therefrom, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral, except that no such charge need be paid if (i) the validity thereof is being contested in good faith by appropriate proceedings, (ii) such proceedings do not involve any material danger of the sale, forfeiture or loss of any of the Collateral or any interest therein and (iii) such charge is adequately reserved against on the Borrower's books in accordance with GAAP.

(h) Limitation on Liens on Collateral. Not create, incur or permit to exist, will defend the Collateral against, and take such other action as is necessary to remove, any Lien or

claim on or to the Collateral, other than the Permitted Liens, and will defend the right, title and interest of the Agent, the Banks and the other holders of the Obligations in and to any of the Collateral against the claims and demands of all Persons whomsoever.

(i) Limitations on Dispositions of Collateral. Not sell, transfer, lease or otherwise dispose of any of the Collateral, or attempt, offer or contract to do so except as expressly permitted pursuant to the Credit Agreement.

(j) Limitations on Modifications, Waivers, Extensions of Contracts and Agreements Giving Rise to Accounts. Not (i) amend, modify, terminate or waive any provision of any Contract or any agreement giving rise to an Account in any manner which could reasonably be expected to materially adversely affect the value of such Contract or Account as Collateral, (ii) fail to exercise promptly and diligently each and every material right which it may have under each Contract and each agreement giving rise to an Account (other than any right of termination) or (iii) fail to deliver to the Agent a copy of each material demand, notice or document received by it relating in any way to any Contract or any agreement giving rise to an Account which could reasonably be expected to materially adversely affect the value of such Contract or Account as Collateral.

(k) Limitations on Discounts, Compromises, Extensions of Accounts. Not grant any extension of the time of payment of any of the Accounts, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partially, any Person liable for the payment thereof, or allow any credit or discount whatsoever thereon, other than in the ordinary course of business as generally conducted by the Borrower over a period of time.

(l) Further Identification of Collateral. Furnish to the Agent and the Banks from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Agent may reasonably request, all in reasonable detail.

(m) Notices. Advise the Agent promptly, in reasonable detail, at its address set forth in the Credit Agreement, (i) of any Lien (other than Permitted Liens) on, or claim asserted against, any of the Collateral and (ii) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the Liens created hereunder.

(n) Changes in Locations, Name, Place of Organization, etc. Unless it shall have given the Agent at least 30 days prior written notice thereof, the Borrower will not (i) change the location of its chief executive office or chief place of business from that specified in Schedule VII attached hereto or remove its books and records from the location specified in Section 4(g), (ii) permit any of the Inventory or Equipment to be kept at a location other than those listed on Schedules V and VI hereto, (iii) change its name, identity or corporate structure to such an extent that any financing statement filed by the Agent in connection with this Security Agreement would become seriously misleading or (iv) change the state of its organization.

(o) Patents, Trademarks and Copyrights.

(i) Except with respect to any Trademark or Copyright that it shall reasonably determine is of negligible economic value to it, (either itself or through licensees), (i) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under such Trademark, (iii) employ such Trademark or Copyright with the appropriate notice of registration, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Agent, for the ratable benefit of the holders of the Obligations, shall obtain a perfected security interest in such mark pursuant to this Security Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark or Copyright may become invalidated.

(ii) Not, except with respect to any Patent that it shall reasonably determine is of negligible economic value to it, do any act, or omit to do any act, whereby any Patent may become abandoned or dedicated.

(iii) Notify the Agent and the Banks immediately if it knows, or has reason to know, that any application or registration relating to any Patent, Trademark or Copyright may become abandoned or dedicated, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court or tribunal in any country) regarding its ownership of any Patent, Trademark or Copyright or its right to register the same or to keep and maintain the same.

(iv) Whenever the Borrower, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, report such filing to the Agent and the Banks within five Business Days after the last day of the fiscal quarter in which such filing occurs. Upon request of the Agent, the Borrower shall execute and deliver any and all agreements, instruments, documents, and papers as the Agent may reasonably request to evidence the Agent's and the Banks' security interest in any Patent, Trademark or Copyright and the goodwill and general intangibles of the Borrower relating thereto or represented thereby, and the Borrower hereby constitutes the Agent, its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full and the Revolving Credit Commitments are terminated and there are no Letters of Credit outstanding.

(v) Take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the Patents, Trademarks and Copyrights,

including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(vi) In the event that any Patent, Trademark or Copyright included in the Collateral is infringed, misappropriated or diluted by a third party, promptly notify the Agent and the Banks after it learns thereof and shall, unless it shall reasonably determine that such Patent, Trademark or Copyright is of negligible economic value to it, which determination it shall promptly report to the Agent and the Banks, promptly sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution, or take such other actions as it shall reasonably deem appropriate under the circumstances to protect such Patent, Trademark or Copyright.

6. Agent's Appointment as Attorney-in-Fact.

(a) Powers. The Borrower hereby irrevocably constitutes and appoints the Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Borrower and in the name of the Borrower or in its own name, from time to time in the Agent's discretion, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement, and, without limiting the generality of the foregoing, the Borrower hereby gives the Agent the power and right, on behalf of the Borrower, without notice to or assent by the Borrower, to do the following:

(i) in the case of any Account, at any time when the authority of the Borrower to collect the Accounts has been curtailed or terminated pursuant to Section 3(d) hereof, or in the case of any other Collateral, at any time when any Event of Default shall have occurred and is continuing, in the name of the Borrower or its own name, or otherwise, to take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Account, Instrument, General Intangible or Contract or with respect to any other Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Agent for the purpose of collecting any and all such moneys due under any Account, Instrument, General Intangible or Contract or with respect to any other Collateral whenever payable;

(ii) to pay or discharge taxes and Liens levied or placed on or threatened against the Collateral (other than Permitted Liens), to effect any repairs or any insurance called for by the terms of this Security Agreement and to pay all or any part of the premiums therefor and the costs thereof;

(iii) upon the occurrence and during the continuance of any Event of Default, (A) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Agent or as the Agent shall direct; (B) to ask or demand for, collect, receive payment of

and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (C) to sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (D) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any proceeds thereof and to enforce any other right in respect of any Collateral; (E) to defend any suit, action or proceeding brought against the Borrower with respect to any Collateral; (F) to settle, compromise or adjust any suit, action or proceeding described in clause (E) above and, in connection therewith, to give such discharges or releases as the Agent may deem appropriate; (G) to assign any Patent or Trademark (along with the goodwill of the business to which any such Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Agent shall in its sole discretion determine; and (H) subject to the terms of Section 19, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Agent were the absolute owner thereof for all purposes, and to do, at the Agent's option and the Borrower's expense, at any time, or from time to time, all acts and things which the Agent deems necessary to protect, preserve or realize upon the Collateral and the Agent's and the Banks' Liens thereon and to effect the intent of this Security Agreement, all as fully and effectively as the Borrower might do; and

(iv) execute in its own name or on behalf of the Borrower such UCC financing statements forms and similar instruments as the Agent may from time to time deem reasonably necessary or desirable to protect the security interests of the Banks and the other holders of the Obligations.

The Borrower hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

(b) Other Powers. The Borrower also authorizes the Agent, the Banks and the other holders of the Obligations, at any time and from time to time following the occurrence and during the continuation of an Event of Default, to execute, in connection with the sale provided for in Section 8 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c) No Duty on Agent or Holders' Part. The powers conferred on the Agent, the Banks and the other holders of the Obligations hereunder are solely to protect the Agent's, the Banks' and such other holders' interests in the Collateral and shall not impose any duty upon the Agent or any Bank to exercise any such powers. The Agent, the Banks and the other holders of the Obligations shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to the Borrower for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

7. Performance by Agent of Borrower's Obligations. If the Borrower fails to perform or comply with any of its agreements contained herein and the Agent, as provided for by

the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of the Agent incurred in connection with such performance or compliance, together with interest thereon at a rate per annum equal to the Default Rate, shall be payable by the Borrower to the Agent on demand and shall constitute Obligations secured hereby.

8. Remedies.

(a) If an Event of Default shall occur and be continuing and all applicable notice and cure periods shall have expired, the Agent, on behalf of the holders of the Obligations may exercise, in addition to all other rights and remedies granted to them in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code. Without limiting the generality of the foregoing, the Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon the Borrower or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Agent, any Bank or any of the other holders of the Obligations or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. Any holder of the Obligations shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in the Borrower, which right or equity is hereby waived or released. The Borrower further agrees, at the Agent's request, to assemble the Collateral and make it available to the Agent at places which the Agent shall reasonably select, whether at the Borrower's premises or elsewhere. The Agent shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses of every kind incurred therein or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the holders of the Obligations hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as the Agent may elect, and only after such application and after the payment by the Agent of any other amount required by any provision of law, including, without limitation, Section 9615 of the Code, need the Agent account for the surplus, if any, to the Borrower. To the extent permitted by applicable law, the Borrower waives all claims, damages and demands it may acquire against any holders of the Obligations arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition. The Borrower shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Obligations and the fees and disbursements of any attorneys employed by the Agent, any Bank or any of the other holders of the Obligations to collect such deficiency.

(b) The Borrower agrees, upon the occurrence and during the continuation of an Event of Default, to take any actions that the Agent may request in order to enable the Agent to obtain and enjoy the full rights and benefits granted to the Agent (for itself and for the ratable benefit of the holders of the Obligations) under this Agreement and the other Loan Documents. Without limiting the generality of the foregoing, the Borrower shall upon the occurrence and during the continuation of an Event of Default, at the Borrower's sole cost and expense, assist in obtaining all approvals which are then required by law for or in connection with any action or transaction contemplated by this Agreement or Article 9 of the Uniform Commercial Code as in effect in any applicable jurisdiction.

(c) For the purpose of enabling the Agent to exercise rights and remedies under this Agreement at such time as the Agent shall be lawfully entitled to exercise such rights and remedies, the Borrower hereby grants to the Agent an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Borrower), to use, license or sublicense any of the Collateral consisting of Intellectual Property then owned or thereafter acquired by the Borrower, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, subject, in the case of Trademarks, to the observance of standards of quality and inspection in connection with the use of such Trademarks as are sufficient to maintain the validity and enforceability of such Trademarks. The use of such license by the Agent shall be exercised, at the option of the Agent, only upon the occurrence and during the continuation of an Event of Default; provided, however, that any license, sublicense or other transaction entered into by the Agent in accordance therewith shall be binding upon the Borrower notwithstanding any subsequent cure of any Event of Default.

9. Limitation on Duties Regarding Preservation of Collateral. The Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9207 of the Code or otherwise, shall be to deal with it in the same manner as the Agent deals with similar property for its own account. No holder of any Obligation, nor any of their respective directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Borrower or otherwise.

10. Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

11. Severability. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. Paragraph Headings. The paragraph headings used in this Security Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

13. No Waiver; Cumulative Remedies. No holder of any Obligation shall by any act (except by a written instrument pursuant to Section 14 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the any holder of the Obligations, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by any holder of any Obligations of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which such holder would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

14. Waivers and Amendments; Parties Bound; Governing Law. None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Borrower and the Agent, provided that any provision of this Security Agreement may be waived by the Agent in a written letter or agreement executed by the Agent or by telex or facsimile transmission from the Agent. This Security Agreement shall be binding upon the successors and permitted assigns of the Borrower and shall inure to the benefit of the Agent and the Banks and their respective successors and assigns. **THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE SUBSTANTIVE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA.**

15. Notices. All notices hereunder to the Borrower, the Agent or any of the Banks to be effective shall be in writing (including by telecopy), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered or sent in the manner and to the respective addresses as provided in subsection 9.2 of the Credit Agreement.

16. Authority of Agent. The Borrower acknowledges that the rights and responsibilities of the Agent under this Security Agreement with respect to any action taken by the Agent or the exercise or non-exercise by the Agent of any option, right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Security Agreement shall, as between the Agent and the holders of the Obligations, be governed by the Credit Agreement and by such other agreement with respect thereto as may exist from time to time among them, but, as between the Agent and the Borrower, the Agent shall be conclusively presumed to be acting as agent for the holders of the Obligations with full and valid authority so to act or refrain from acting, and the Borrower shall not be under any obligation, or entitlement, to make any inquiry respecting such authority.

17. Submission to Jurisdiction; Waivers.

(a) The Borrower hereby irrevocably and unconditionally:

(i) submits for itself and its property in any legal action or proceeding relating to this Security Agreement, or for recognition and enforcement of any judgment in respect thereof to the non-exclusive general jurisdiction of the courts of the

Commonwealth of Pennsylvania, the courts of the United States of America for the Eastern District of Pennsylvania, and appellate courts from any thereof;

(ii) consents that any such action or proceeding may be brought in such courts, and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(iii) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the address set forth in the Credit Agreement or at such other address of which the Agent shall have been notified;

(iv) waives and hereby acknowledges that it is estopped from raising any objections based on forum non conveniens, any claim that any of the above-referenced courts lack proper venue or any objection that any of such courts lack personal jurisdiction over it so as to prohibit such courts from adjudicating any issues raised in a complaint filed with such courts against the Borrower concerning this Security Agreement;

(v) acknowledges and agrees that the choice of forum contained in this paragraph shall not be deemed to preclude the enforcement of any judgement contained in any forum or the taking of any action under this Security Agreement to enforce the same in any appropriate jurisdiction;

(vi) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this subsection any special, exemplary or punitive or consequential damages; and

(vii) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction.

(b) The Borrower hereby unconditionally waives trial by jury in any legal action or proceeding referred to in paragraph (a) above.

18. Counterparts. This Security Agreement may be executed by one or more of the parties to this Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Security Agreement signed by all the parties shall be lodged with the Borrower and each of the Banks.

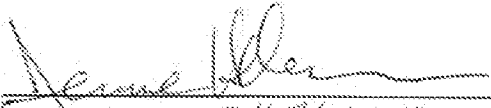
19. Further Assurances. The parties acknowledge their intent that, upon the occurrence and during the continuation of an Event of Default, the Agent shall receive, to the fullest extent permitted by all Requirements of Law and governmental policy, all rights necessary or desirable to obtain, use or sell the Collateral, and to exercise all remedies available to it under this Agreement, the Uniform Commercial Code as in effect in any applicable jurisdiction, or other applicable law. The parties further acknowledge and agree that, in the event

of any change in law or governmental policy occurring subsequent to the date hereof that affects in any manner the Agent's rights of access to, or use or sale of, the Collateral, or the procedures necessary to enable the Agent to obtain such rights of access, use or sale, the Agent and the Borrower shall amend this Agreement in such manner as the Agent shall request, in order to provide to the Agent such rights to the greatest extent possible consistent with all Requirements of Law and governmental policy.

20. Release. This Security Agreement and related instruments delivered to the Agent hereunder shall be released by the Agent upon the date on which the Obligations are paid in full and each Revolving Credit Commitment is terminated and no Letters of Credit remain outstanding. This Security Agreement shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Obligations is rescinded or must otherwise be restored or returned by the Agent or any holder of the Obligations upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for the Borrower or any substantial part of its property, or otherwise, all as though such payments had not been made.

IN WITNESS WHEREOF, the Borrower and the Agent have caused this Security Agreement to be duly executed and delivered as of the date first above written.

**AMERICAN FURNITURE RENTALS,
INC.**

By: 
Name: Jerome Hellerman
Title: PRESIDENT

**PNC BANK, NATIONAL ASSOCIATION,
as Agent**

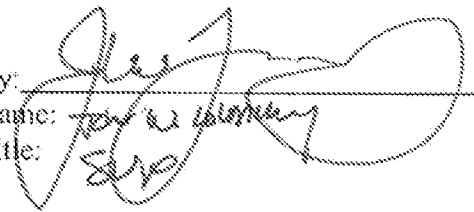
By: _____
Name:
Title:

IN WITNESS WHEREOF, the Borrower and the Agent have caused this Security Agreement to be duly executed and delivered as of the date first above written.

**AMERICAN FURNITURE RENTALS,
INC.**

By: _____
Name:
Title:

**PNC BANK, NATIONAL ASSOCIATION,
as Agent**

By: 
Name: _____
Title: _____

SCHEDULE I TO
SECURITY AGREEMENT

PATENTS AND PATENT LICENSES
COPYRIGHTS AND COPYRIGHT LICENSES

NONE to disclose

SCHEDULE II TO
Security Agreement

TRADEMARKS AND TRADEMARK LICENSES

Please see attached Federal certificates of registration.

FMT_A #1536523 v1

The United States of America



CERTIFICATE OF REGISTRATION
PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Director of the United States Patent and Trademark Office; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are part of this certificate.

This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.



Nicholas P. Lodi

Acting Director of the United States Patent and Trademark Office

**Requirements for Maintaining a
Federal Trademark Registration**

SECTION 8: AFFIDAVIT OF CONTINUED USE

The registration shall remain in force for 10 years, except that the registration shall be canceled for failure to file an Affidavit of Continued Use under Section 8 of the Trademark Act, 15 U.S.C. §1058, upon the expiration of the following time periods:

- i) At the end of 6 years following the date of registration.
- ii) At the end of each successive 10-year period following the date of registration.

Failure to file a proper Section 8 Affidavit at the appropriate time will result in the cancellation of the registration.

SECTION 9: APPLICATION FOR RENEWAL

The registration shall remain in force for 10 years, subject to the provisions of Section 8, except that the registration shall expire for failure to file an Application for Renewal under Section 9 of the Trademark Act, 15 U.S.C. §1059, at the end of each successive 10-year period following the date of registration.

Failure to file a proper Application for Renewal at the appropriate time will result in the expiration of the registration.

No further notice or reminder of these requirements will be sent to the Registrant by the Patent and Trademark Office. It is recommended that the Registrant contact the Patent and Trademark Office approximately one year before the expiration of the time periods shown above to determine the requirements and fees for the filings required to maintain the registration.

Int. Cls.: 35 and 42

Prior U.S. Cls.: 100, 101 and 102

United States Patent and Trademark Office

Reg. No. 2,487,347
Registered Sep. 11, 2001

**SERVICE MARK
PRINCIPAL REGISTER**



AMERICAN FURNITURE RENTALS, INC.
(PENNSYLVANIA CORPORATION)
677 DUNKS FERRY ROAD
BENSALEM, PA 19020

FOR: RETAIL FURNITURE STORES, IN CLASS 35
(U.S. CLS. 100, 101 AND 102).

FIRST USE 12-0-1985; IN COMMERCE 12-0-1985.

FOR: RENTAL OF FURNITURE , IN CLASS 42
(U.S. CLS. 100 AND 101).

FIRST USE 12-0-1985; IN COMMERCE 12-0-1985.

SER. NO. 76-109,005, FILED 8-14-2000.

GARY THAYER, EXAMINING ATTORNEY

The United States of America



CERTIFICATE OF REGISTRATION
PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Director of the United States Patent and Trademark Office; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are part of this certificate.

This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.



Nicholas P. Godici

Acting Director of the United States Patent and Trademark Office

TRADEMARK
REEL: 004529 FRAME: 0481

**Requirements for Maintaining a
Federal Trademark Registration**

SECTION 8: AFFIDAVIT OF CONTINUED USE

The registration shall remain in force for 10 years, except that the registration shall be canceled for failure to file an Affidavit of Continued Use under Section 8 of the Trademark Act, 15 U.S.C. §1058, upon the expiration of the following time periods:

- i) At the end of 6 years following the date of registration.
- ii) At the end of each successive 10-year period following the date of registration.

Failure to file a proper Section 8 Affidavit at the appropriate time will result in the cancellation of the registration.

SECTION 9: APPLICATION FOR RENEWAL

The registration shall remain in force for 10 years, subject to the provisions of Section 8, except that the registration shall expire for failure to file an Application for Renewal under Section 9 of the Trademark Act, 15 U.S.C. §1059, at the end of each successive 10-year period following the date of registration.

Failure to file a proper Application for Renewal at the appropriate time will result in the expiration of the registration.

No further notice or reminder of these requirements will be sent to the Registrant by the Patent and Trademark Office. It is recommended that the Registrant contact the Patent and Trademark Office approximately one year before the expiration of the time periods shown above to determine the requirements and fees for the filings required to maintain the registration.

Int. Cls.: 35 and 42

Prior U.S. Cls.: 100, 101 and 102

United States Patent and Trademark Office

Reg. No. 2,487,346

Registered Sep. 11, 2001

**SERVICE MARK
PRINCIPAL REGISTER**

AFR

AMERICAN FURNITURE RENTALS, INC.
(PENNSYLVANIA CORPORATION)
677 DUNKS FERRY ROAD
BENSALEM, PA 19020

FOR: RETAIL FURNITURE STORES, IN CLASS 35
(U.S. CLS. 100, 101 AND 102).

FIRST USE 12-0-1985; IN COMMERCE 12-0-1985.

FOR: RENTAL OF FURNITURE , IN CLASS 42
(U.S. CLS. 100 AND 101).

FIRST USE 12-0-1985; IN COMMERCE 12-0-1985.

SER. NO. 76-109,000, FILED 8-14-2000.

GARY THAYER, EXAMINING ATTORNEY

United States of America

United States Patent and Trademark Office



Reg. No. 3,736,043 AMERICAN FURNITURE RENTALS, INC. (PENNSYLVANIA CORPORATION)
Registered Jan. 12, 2010 720 HYLTON ROAD
PENNSAUKEN, NJ 08110

Int. Cls.: 35 and 43 FOR: RETAIL FURNITURE STORES, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

SERVICE MARK FIRST USE 11-1-2008; IN COMMERCE 11-1-2008.
PRINCIPAL REGISTER FOR: RENTAL OF FURNITURE; RENTAL OF FURNITURE AND HOUSEHOLD FURNISHINGS IN THE NATURE OF APPLIANCES AND ELECTRONIC EQUIPMENT FOR USE IN TEMPORARY HOUSING ACCOMMODATIONS, IN CLASS 43 (U.S. CLS. 100 AND 101).

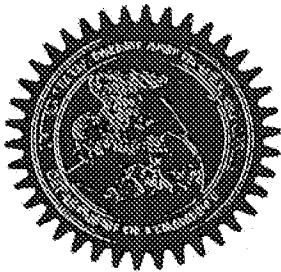
FIRST USE 11-1-2008; IN COMMERCE 11-1-2008.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "EVENT FURNISHINGS", APART FROM THE MARK AS SHOWN.

THE MARK CONSISTS OF THE LETTERS "AF R" IN A STYLIZED LOWER CASE FONT, WITH NEGATIVE SPACE FORMING THE SHAPE OF A TABLE, AND PRECEDING THE WORDS "EVENT FURNISHINGS".

SER. NO. 77-641,928, FILED 12-31-2008.

ANTHONY RINKER, EXAMINING ATTORNEY



David J. Kyjars

Director of the United States Patent and Trademark Office

United States of America
United States Patent and Trademark Office

afr

FURNITURE
RENTAL

Reg. No. 3,748,766 AMERICAN FURNITURE RENTALS, INC. (PENNSYLVANIA CORPORATION)
Registered Feb. 16, 2010 720 HYLTON ROAD
PENNSAUKEN, NJ 08110

Int. Cl.: 35 FOR: RETAIL FURNITURE STORES, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

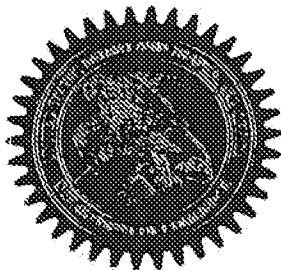
SERVICE MARK FIRST USE 1-5-2009; IN COMMERCE 1-5-2009.
PRINCIPAL REGISTER OWNER OF U.S. REG. NOS. 2,487,346 AND 2,487,347.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "FURNITURE RENTAL", APART FROM THE MARK AS SHOWN.

THE MARK CONSISTS OF THE LETTERS "A", "F", AND "R" IN A STYLIZED LOWER CASE FONT, WITH NEGATIVE SPACE BETWEEN THE "A" AND "F" FORMING THE SHAPE OF A PIECE OF FURNITURE, AND PRECEDING THE WORDS "FURNITURE RENTAL".

SER. NO. 77-717,156, FILED 4-20-2009.

MARY CRAWFORD, EXAMINING ATTORNEY



David J. Kappas

Director of the United States Patent and Trademark Office

TRADEMARK
REEL: 004529 FRAME: 0485

Beth Johnson - Received Your Trademark/Service Mark Application, Principal Register for serial number 77717156

From: <TEAS@uspto.gov>
To: <trademarks@klehr.com>
Date: 4/20/2009 9:45 AM
Subject: Received Your Trademark/Service Mark Application, Principal Register for serial number 77717156

MARK: AFR FURNITURE RENTAL (stylized and/or with design, mark_742141178-152457250_._AFR_LOGO.jpg)

The literal element of the mark consists of AFR FURNITURE RENTAL. The mark consists of the letters "a", "f", and "r" in a stylized lower case font, with negative space between the "a" and "f" forming the shape of a piece of furniture, and preceding the words FURNITURE RENTAL.

We have received your application and assigned serial number '77717156' to your submission. The summary of the application data, *bottom below*, serves as your official filing receipt. In approximately 3 months, an assigned examining attorney will review your application. Currently, your mark is not registered, but rather is considered a "pending" application. The overall process, from the time of initial filing to final registration, can take 13-18 months or even longer, depending on many factors; e.g., the correctness of the original filing and the type of application filed.

If you discover an error in the application data, you may file a preliminary amendment, at <http://teas.uspto.gov/teas/eTEASpageB2.htm>. Do **not** submit any proposed amendment to TEAS@uspto.gov, because the technical support team may not make any data changes. **NOTE:** You must wait approximately 7-10 days to submit any preliminary amendment, to permit initial upload of your serial number into the USPTO database. The acceptability of any preliminary amendment will only be determined once regular examination begins, since the assigned examining attorney must decide whether the change proposed in the amendment is permissible. Not all errors may be corrected; e.g., if you submitted the wrong mark, if the proposed correction would be considered a material alteration to your original filing, it will not be accepted, and your only recourse would be to file a new application (with no refund for your original filing).

Since your application filing has already been assigned a serial number, please do **not** contact TEAS@uspto.gov to request cancellation. The USPTO will only cancel the filing and refund your fee if upon review we determine that the application did not meet minimum filing requirements. The fee is a processing fee that the USPTO does not refund, even if your mark does not proceed to registration. **NOTE:** The only "exception" to the above is if you inadvertently file duplicate applications specifically because of a *technical glitch* and not merely a misunderstanding or mistake; i.e., if you believe that the first filing did not go through because no confirmation was received and then immediately file again, only to discover later that both filings were successful, then the technical support team at TEAS@uspto.gov can mis-assign and refund one of the filings.

NOTE: To check status, please use <http://tarr.uspto.gov>. Do **not** submit status requests to TEAS@uspto.gov. You should check status at the 6-month point after filing, and every two months thereafter, to ensure you are aware of any action that the Office may have issued. Failure to respond timely to an action will result in abandonment of your application. You can view all incoming and

file://C:\Documents and Settings\BJohnson\Local Settings\Temp\XPgrpwise\49EC444FK... 4/20/2009

outgoing correspondence at <http://portal.uspto.gov/external/portal/tow>. If your status check reveals an action has issued that you did not receive, please immediately check the on-line site to view the action. The USPTO does not extend filing deadlines due to a failure to receive USPTO mailings/e-mailings. You must ensure that you update your record if your mail and/or e-mail address changes, using the form available at <http://www.uspto.gov/teas/eTEASpageE.htm>.

WARNING: You may receive unsolicited communications from companies requesting fees for trademark related services, such as monitoring and document filing. Although solicitations from these companies frequently display customer-specific information, including USPTO serial number or registration number and owner name, companies who offer these services are not affiliated or associated with the USPTO or any other federal agency. The USPTO does not provide trademark monitoring or any similar services. For general information on filing and maintenance requirements for trademark applications and registrations, including fees required by law, please consult the USPTO website.

APPLICATION DATA: Trademark/Service Mark Application, Principal Register TEAS Plus Application

The applicant, American Furniture Rentals, Inc., a corporation of Pennsylvania, having an address of
720 Hylton Road
Pennsauken, New Jersey 08110
United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 035: Retail furniture stores

Use in Commerce: The applicant is using the mark in commerce, or the applicant's related company or licensee is using the mark in commerce, or the applicant's predecessor in interest used the mark in commerce, on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(a), as amended.

In International Class 035, the mark was first used at least as early as 01/05/2009, and first used in commerce at least as early as 01/05/2009, and is now in use in such commerce. The applicant is submitting one specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) customer order form (with proprietary and confidential information redacted) and an advertisement showing use of the mark in connection with the services.

Specimen-1 [spec-742141178-152457250_ _AFR_spec.pdf]

Specimen-2 [spec-742141178-152457250_ _AFR_ad2.pdf]

The applicant hereby appoints Robert A. McKinley and Ari Indik of Klehr Harrison
260 S. Broad Street
Philadelphia, Pennsylvania 19102
United States

to submit this application on behalf of the applicant. The attorney docket/reference number is 08814-0041B.

Correspondence Information: Robert A. McKinley
260 S. Broad Street
Philadelphia, Pennsylvania 19102
215-568-6060(phone)
215-568-6603(fax)
trademarks@klehr.com (authorized)

A fee payment in the amount of \$275 will be submitted with the application, representing payment for 1 class(es).

Declaration

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

Declaration Signature

Signature: /Jerry Hellmann/ Date: 04/17/2009
Signatory's Name: Jerry Hellmann
Signatory's Position: President

Thank you,

The TEAS support team
Mon Apr 20 09:44:36 EDT 2009
STAMP: USPTO/FTK-74.2.141.178-20090420094436556490-77717156-
400f4c8af0586749964e9a0641dadd-DA-7345-20090416152457250260

SCHEDULE III TO
Security Agreement

LOCATIONS OF ACCOUNT RECORDS

Pennsauken, NJ
720 Hylton Rd.
Pennsauken, NJ 08110
856-406-1200

PHI_A #1936933 vt

SCHEDULE IV TO
Security Agreement

LOCATIONS OF INVENTORY RECORDS

Pennsauken, NJ
720 Hylton Rd.
Pennsauken, NJ 08110
856-406-1200

PNL_A #1206933 v1

Schedule V - to Security Agreement

Locations of Inventory

Pennsauken, New Jersey

720 Hylton Road
Pennsauken, New Jersey

Woburn, MA

485 Wildwood Avenue
Woburn, Mass. 01810

Secaucus, NJ

30 Enterprise Avenue
Secaucus, New Jersey 07094

New York City

Rooms #65 & #66
116 West 23rd Street
New York, NY 10011

New Castle, DE

500 West Basin Road
New Castle, DE 19720

Rocky Hill, CT

299 Dividend Road
Rocky Hill, CT 06067

Jessup, MD

8257 Patuxent Range Road
Jessup, MD 20794-9648

Raleigh, NC

1820 New Hope Church Road
Raleigh, North Carolina 27609

Ashland, VA

10423 Leadbetter Road
Ashland, Virginia 23005

Charlotte, NC

Building 3
11435 Granite Street
Charlotte, NC 2873-6445

Orlando, FL

7322 Exchange Drive
Orlando, FL 32809
and
2105 Viscount Row
Orlando, FL 32809

Miami, FL

3380 N.W. 114th Street
Miami, Florida, 33167

Dallas, TX

3005 Roy Orr Blvd.
Grand Prairie, TX

Las Vegas, NV

Building 13 Suite 110
1055 American Pacific Drive
Henderson, Nevada 89074

San Diego, CA

701 16th Street
San Diego, CA 92101

Schedule VI

Locations of Equipment

Pennsauken, New Jersey

720 Hylton Road
Pennsauken, New Jersey

Woburn, MA

485 Wildwood Avenue
Woburn, Mass. 01810

Secaucus, NJ

30 Enterprise Avenue
Secaucus, New Jersey 07094

New York City

Rooms #65 & #66
116 West 23rd Street
New York, NY 10011

New Castle, DE

500 West Basin Road
New Castle, DE 19720

Rocky Hill, CT

299 Dividend Road
Rocky Hill, CT 06067

Jessup, MD

8257 Patuxent Range Road
Jessup, MD 20794-9648

Raleigh, NC

1820 New Hope Church Road
Raleigh, North Carolina 27609

Ashland, VA

10423 Leadbetter Road
Ashland, Virginia 23005

Charlotte, NC

Building 3
11435 Granite Street
Charlotte, NC 2873-6445

Orlando, FL

7322 Exchange Drive
Orlando, FL 32809
and
2105 Viscount Row
Orlando, FL 32809

Miami, FL

3380 N.W. 114th Street
Miami, Florida, 33167

Dallas, TX

3005 Roy Orr Blvd.
Grand Prairie, TX

Las Vegas, NV

Building 13 Suite 110
1055 American Pacific Drive
Henderson, Nevada 89074

San Diego, CA

701 16th Street
San Diego, CA 92101

LOCATIONS OF CHIEF EXECUTIVE OFFICE, STATE OF ORGANIZATION

Chief Executive Office:

720 Hylton Road
Pennsauken, NJ 08110

Chief Place of Business:

Form of and Place of Organization:

Borrower is a Pennsylvania corporation

Schedule VIII

Commerical Tort Claim Schedule

None