

# 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
Rent-A-Center East, Inc.		09/20/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Rent-A-Center West, Inc.		
Street Address:	5501 Headquarters Drive		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75024		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3659513	HOME CHOICE	
Serial Number:	78855297	HOMECHOICE	
Registration Number:	2284526	HOME CHOICE	
Serial Number:	77185721	HOMECHOICE	
CORRESPONDENCE DATA			
Fax Number:	(214)855-8200		
Phone:	214-855-8000		
Email:	cholland@fulbright.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Cindy Holland		
Address Line 1:	2200 Ross Avenue, Suite 2800		
Address Line 2:	Fulbright & Jaworski L.L.P.		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	10409631 (3659513)		

900202683

TRADEMARK  
 REEL: 004627 FRAME: 0436

OP \$115.00 3659513

NAME OF SUBMITTER:	Linda M. Merritt
Signature:	/Linda M. Merritt/
Date:	09/21/2011
<b>Total Attachments: 3</b> source=Assignment - Homechoice - RAC East to RAC West#page1.tif source=Assignment - Homechoice - RAC East to RAC West#page2.tif source=Assignment - Homechoice - RAC East to RAC West#page3.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made as of the date of last signature below (the "Execution Date"), although agreed by the parties to be effective as of January 1, 2010 (the "Effective Date"), by and between Rent-A-Center East, Inc., a Delaware corporation ("Assignor"), as assignor, and Rent-A-Center West, Inc., a Delaware corporation ("Assignee"), as assignee, with reference to the following facts and circumstances.

WHEREAS, as the result of a merger effective December 31, 2009 between Rent-Way, Inc., a Pennsylvania corporation, and Assignor, with Assignor as the surviving entity, Assignor acquired all rights, title and interest in and to the mark HOME CHOICE (in all stylizations) for retail store and other services and the service mark registrations and applications identified in Exhibit A attached hereto (all of the foregoing, hereinafter, collectively, the "Trademarks") and all rights, title and interest in and to copyrights in certain works of authorship relating to the HOME CHOICE mark (hereinafter, collectively, the "Copyrights"); and

WHEREAS, effective January 1, 2010, Assignor assigned the Trademarks and Copyrights and related rights to Assignee, although the terms of such assignment were not previously memorialized in writing; and

WHEREAS, by this Assignment, Assignor and Assignee desire to affirm and memorialize the assignment of the Trademarks and Copyrights and related rights from Assignor to Assignee.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor sells, assigns, conveys, and transfers to Assignee, and Assignee accepts, all right, title and interest in and to the Trademarks, together with: (i) the goodwill of the business symbolized by the Trademarks; (ii) the right to apply for and receive registrations of the Trademarks; and (iii) the right to sue and recover damages for past, present, and future infringements.

2. Assignor sells, assigns, conveys, and transfers to Assignee, and Assignee accepts, all right, title and interest in and to the Copyrights, including: (i) the Copyrights in all derivative works, whether works for hire or otherwise, which includes, without limitation, the exclusive rights to make, sell, publish, distribute, modify, prepare derivative works, display, reproduce, transmit, perform, adapt or otherwise make use of the copyrighted works; and (ii) the right to sue and recover for damages or past, present and future infringements of the Copyrights or derivative works of the Copyrights.

3. Assignor further sells, assigns, conveys, and transfers to Assignee, and Assignee accepts, all right, title, and interest Assignor may have in or to any applications for copyright registration and any copyright registrations for the Copyrights.

4. Assignor represents and warrants that it has not assigned, conveyed, transferred, or granted to any third party any interest in, or otherwise encumbered in any manner, the Trademarks and Copyrights and related rights transferred pursuant to this Assignment, and that, to the best of its knowledge, no third party owns, or is entitled to, any right or interest in the Trademarks or Copyrights or related rights transferred pursuant to this Assignment that would preclude, conflict with or encumber this Assignment, and that it hereby consents to this Assignment.

5. Notwithstanding any other provisions of this Assignment to the contrary, nothing in this Assignment shall: (i) be deemed to be an assignment of any third party license or agreement that cannot be assigned without the consent, approval or agreement of another party unless such consent, approval or agreement is first obtained; (ii) be deemed to be a transfer of ownership rights in the know-how or copyrights of third parties to the extent such rights are deemed owned by third parties pursuant to a license or other agreement with such third parties; or (iii) be deemed to be a license, sublicense, or other grant of a right to use any rights under any third-party license that cannot be licensed, sublicensed or granted without the consent, approval or agreement of another party, unless such consent, approval or agreement is first obtained.

6. Assignor agrees, at the request of Assignee and at Assignee's expense, to execute and deliver such other and further documents and legal instruments, and do all other things reasonably necessary to perfect in Assignee, its assigns, successors, and legal representatives, all right, title and interest in and to the Trademarks and Copyrights and related rights hereby conveyed and transferred, throughout the world, including without limitation executing and delivering any and all powers of attorney, applications, assignments, declarations and affidavits.

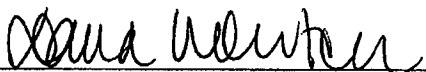
7. Assignee agrees to pay the sum of one hundred dollars (\$100.00) to Assignor upon execution of this Assignment.

8. For United States applications for registration of the HOME CHOICE mark based on an intent to use, with no allegation of use, Assignor hereby acknowledges that Assignee is the successor to that portion of Assignor's ongoing and existing business to which the HOME CHOICE mark in these applications pertain as required by 15 U.S.C. § 1060.

9. This Assignment shall be binding upon each party hereto and their respective successors and assigns and may be transferred without the consent of Assignor.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized representatives on the date and in the capacities shown below to be effective on January 1, 2010.

RENT-A-CENTER EAST, INC.

By: 

Printed Name: Dawn Wolkstein

Title: Secretary

Date: Sept. 20, 2011

RENT-A-CENTER WEST, INC.

By: 

Printed Name: Dawn Wolkstein

Title: Secretary

Date: Sept. 20, 2011

**EXHIBIT A****U.S. TRADEMARK APPLICATIONS & REGISTRATIONS**

<b>Mark</b>	<b>Goods/Services</b>	<b>Application No./ Registration No.</b>	<b>Application Date/ Registration Date</b>
HOME CHOICE	Retail store services featuring household appliances, home electronics products, computer systems, furniture in Class 35	78/981,029 3,659,513	April 6, 2006 July 21, 2009
HOMECHOICE	Rental and rent-to-own services for home appliances, namely, clothes washing machines, spin dryers for clothes in Class 37; Rental and rent-to-own services for kitchen home appliances, namely, freezers for household purposes, refrigerator-freezers for household purposes in Class 39; Rental and rent-to-own services for home electronics products, stereo systems, and televisions in Class 41; Rental and rent-to-own services for computer systems in Class 42; Rental and rent-to-own services for furniture in Class 43	78/855,297	April 6, 2006
HOME CHOICE & Design	Rent-to-own retail store services featuring home furniture in Class 35	75/371,121 2,284,526	October 10, 1997 October 12, 1999
HOMECHOICE	Consumer lending services; bill payment services; check cashing services; money order services; installment loan services; all of the foregoing excluding credit card and debit card services in Class 36	77/185,721	May 21, 2007