

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ColorTyme, Inc.		07/14/2011	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent
<b>Street Address:</b>	1111 Fannin Street, Floor 10
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77002-6925
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Registration Number:	3719147	BECAUSE LIFE SHOULD BE COLORFUL
Registration Number:	3719148	BECAUSE LIFE SHOULD BE COLORFUL
Registration Number:	3750273	BECAUSE LIFE SHOULD BE COLORFUL
Registration Number:	3722927	BECAUSE LIFE SHOULD BE COLORFUL
Registration Number:	3722928	BECAUSE LIFE SHOULD BE COLORFUL
Registration Number:	3722929	BECAUSE LIFE SHOULD BE COLORFUL
Registration Number:	3722930	BECAUSE LIFE SHOULD BE COLORFUL
Serial Number:	85444121	COLORTYME
Registration Number:	1872515	COLORTYME
Registration Number:	1191104	COLORTYME
Registration Number:	1216129	COLORTYME
Registration Number:	2048813	COLORTYME
Registration Number:	2054385	COLORTYME
Registration Number:	3276638	COLORTYME

**CH \$540.00 3719147**

Registration Number:	3137519	GET WHAT YOU WANT
Registration Number:	2963740	GET WHAT YOU WANT
Registration Number:	3341976	RIMTYME
Registration Number:	3341977	RIMTYME
Serial Number:	85323026	RIMTYME CUSTOM WHEELS AND TIRES
Serial Number:	85323128	RIMTYME CUSTOM WHEELS AND TIRES
Registration Number:	3314479	YOUR HOMETOWN COLORTYME

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
Phone: (212) 455-2222  
Email: ksolomon@stblaw.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Marcela Robledo, Esq.  
Address Line 1: Simpson Thacher & Bartlett LLP  
Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/0599
NAME OF SUBMITTER:	Marcela Robledo
Signature:	/mr/
Date:	10/17/2011

Total Attachments: 7  
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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of July 14, 2011, is made by ColorTyme, Inc., a Texas corporation (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (the "Agent") for the Secured Parties (as defined in the Fourth Amended and Restated Credit Agreement described below).

W I T N E S S E T H

WHEREAS, Rent-A-Center, Inc., a Delaware corporation (the "Borrower") has entered into a Fourth Amended and Restated Credit Agreement, dated as of May 28, 2003, as amended and restated as of July 14, 2004, as further amended and restated as of July 13, 2006, and as further amended and restated as of July 14, 2011 (as amended, supplemented or modified from time to time, the "Fourth Amended and Restated Credit Agreement"), among the Borrower; the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"); Bank of America, N.A., Compass Bank and Wells Fargo Bank, N.A. as syndication agents; and the Agent;

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Fourth Amended and Restated Credit Agreement that the Grantor shall have executed and delivered that certain Reaffirmation, dated July 14, 2011 (the "Reaffirmation"), to the Amended and Restated Guarantee and Collateral Agreement, dated as of May 28, 2003, as amended and restated as of July 14, 2004 and as further supplemented through the date hereof, in favor of the Agent for the benefit of the Secured Parties (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Reaffirmation and the Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor to the Agent for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

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

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

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Reaffirmation and the Guarantee and Collateral Agreement and is

expressly subject to the terms and conditions thereof. The Reaffirmation and the Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

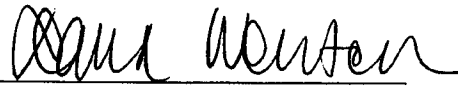
SECTION 4. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Fourth Amended and Restated Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Guarantee and Collateral Agreement and the Fourth Amended and Restated Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement or the Second Amended and Restated Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Fourth Amended and Restated Credit Agreement shall govern.

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

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

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

COLORTYME, INC.

By:   
Name: Dawn Wolverton  
Title: Secretary

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

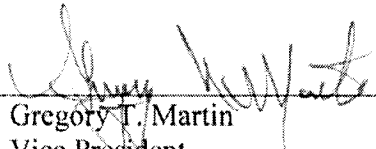
By: \_\_\_\_\_  
Name:  
Title:

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COLORTYME, INC.

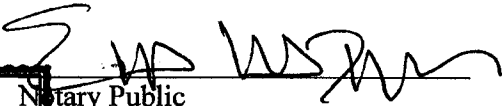
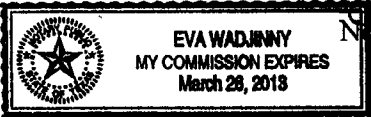
By: \_\_\_\_\_  
Name:  
Title:

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

By:   
Name: Gregory T. Martin  
Title: Vice President

STATE OF TEXAS            )  
  ) ss  
COUNTY OF COLLIN        )

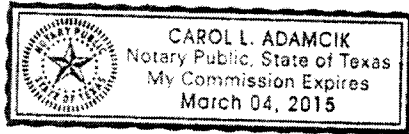
On the 12<sup>th</sup> day of October, 2011, before me personally came Dawn Wolverton, who is personally known to me to be the Secretary of COLORTYME, INC., a Texas corporation; who, being duly sworn, did depose and say that she/he is the Secretary in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public  


(PLACE STAMP AND SEAL ABOVE)

STATE OF )  
 ) ss  
COUNTY OF )

On the 14 day of October, 2011, before me personally came Gregory J. Puchta, who is personally known to me to be the Vice President of JPMORGAN CHASE BANK, N.A., a New York banking corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Carol L. Adamcik  
Notary Public

(PLACE STAMP AND SEAL ABOVE)



**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>Mark</b>	<b>Application No./ Registration No.</b>	<b>Application Date/ Registration Date</b>	<b>Owner</b>
BECAUSE LIFE SHOULD BE COLORFUL	77/314113 3719147	October 26, 2007 December 1, 2009	ColorTyme, Inc.
BECAUSE LIFE SHOULD BE COLORFUL	77/314119 3719148	October 26, 2007 December 1, 2009	ColorTyme, Inc.
BECAUSE LIFE SHOULD BE COLORFUL	77/314,124 3750273	October 26, 2007 February 16, 2010	ColorTyme, Inc.
BECAUSE LIFE SHOULD BE COLORFUL	77/314,191 3722927	October 26, 2007 December 8, 2009	ColorTyme, Inc.
BECAUSE LIFE SHOULD BE COLORFUL	77/314,199 3722928	October 26, 2007 08 Dec 2009	ColorTyme, Inc.
BECAUSE LIFE SHOULD BE COLORFUL	77/314,204 3722929	October 26, 2007 December 8, 2009	ColorTyme, Inc.
BECAUSE LIFE SHOULD BE COLORFUL	77/314,210 3722930	October 26, 2007 December 8, 2009	ColorTyme, Inc.
COLORTYME	85/444121	October 11, 2011	ColorTyme, Inc.
COLORTYME	74/470558 1872515	December 17, 1993 January 10, 1995	ColorTyme, Inc.
COLORTYME	73/290809 1191104	December 22, 1980 March 2, 1982	ColorTyme, Inc.
COLORTYME	73/290829 1216129	December 22, 1980 November 9, 1982	ColorTyme, Inc.
COLORTYME	75/029755 2048813	December 8, 1995 April 1, 1997	ColorTyme, Inc.
COLORTYME & Design	75/029756 2054385	December 8, 1995 April 22, 1997	ColorTyme, Inc.
ColorTyme	78/571456 3276638	February 21, 2005 August 7, 2007	ColorTyme, Inc.
GET WHAT YOU WANT	76/567927 3137519	December 22, 2003 September 5, 2006	ColorTyme, Inc.
GET WHAT YOU WANT	76/570413 2963740	January 9, 2004 June 28, 2005	ColorTyme, Inc.
RIMTYME	78/893263 3341976	May 25, 2006 November 20, 2007	ColorTyme, Inc.
RIMTYME	78/893269 3341977	May 25, 2006 November 20, 2007	ColorTyme, Inc.
RIMTYME & Design	85/323026	May 17, 2011	ColorTyme Inc.
RIMTYME & Design	85/323128	May 17, 2011	ColorTyme Inc.
YOUR HOMETOWN COLORTYME	78/843976 3314479	March 23, 2006 October 16, 2007	ColorTyme, Inc.