

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY								
CONVEYING PARTY DATA									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Canadian Imperial Bank of Commerce</td> <td></td> <td>07/21/2011</td> <td>CORPORATION: CANADA</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Canadian Imperial Bank of Commerce		07/21/2011	CORPORATION: CANADA	
Name	Formerly	Execution Date	Entity Type						
Canadian Imperial Bank of Commerce		07/21/2011	CORPORATION: CANADA						
RECEIVING PARTY DATA									
Name:	Easyhome U.S. Ltd.								
Street Address:	810 Portage Road, Unit #2								
City:	Niagara Falls								
State/Country:	NEW YORK								
Postal Code:	14301								
Entity Type:	CORPORATION: DELAWARE								
PROPERTY NUMBERS Total: 1									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> <tr> <td>Serial Number:</td> <td>78491529</td> <td>EZ HOME</td> </tr> </table>	Property Type	Number	Word Mark	Serial Number:	78491529	EZ HOME			
Property Type	Number	Word Mark							
Serial Number:	78491529	EZ HOME							
CORRESPONDENCE DATA									
Fax Number:	(317)464-5111								
Phone:	317-464-5321								
Email:	rgelbert@mgrfirm.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:	Randee Sibul-Gelbert								
Address Line 1:	47 S. Meridian, Suite 400								
Address Line 2:	Meitus Gelbert Rose LLP								
Address Line 4:	Indianapolis, INDIANA 46204								
ATTORNEY DOCKET NUMBER:	BCG-TORONTO-GENERAL								
NAME OF SUBMITTER:	Randee Sibul-Gelbert								
Signature:	/Randee Sibul-Gelbert/								

OP \$40.00 78491529

900204923

TRADEMARK
 REEL: 004643 FRAME: 0652

Date:

10/18/2011

Total Attachments: 9

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PAYOUT AND RELEASE

TO: EASYHOME LTD. (the "Borrower"), RTO ASSET MANAGEMENT INC., EASYFINANCIAL SERVICES INC., INSTA-RENT LTD. and EASYHOME U.S. LTD. (collectively, the "Easyhome Group")

AND TO: CANADIAN IMPERIAL BANK OF COMMERCE, in its capacity as administrative agent (the "Administrative Agent") acting for and on behalf of itself and the Secured Parties under a credit agreement dated as of July 21, 2011 among the Borrower, as borrower, the Administrative Agent, as administrative agent, and others (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the "Syndicated Credit Agreement")

AND TO: CANADIAN IMPERIAL BANK OF COMMERCE, NATIONAL BANK OF CANADA, LAURENTIAN BANK OF CANADA and other lenders from time to time party to the Syndicated Credit Agreement (including any of their respective affiliates or other persons having obligations secured under the Syndicated Credit Agreement), as lenders (collectively, the "Secured Parties")

AND TO: GOWLING LAFLEUR HENDERSON LLP, BLAKE CASSELS & GRAYDON LLP, ROBERTSON STROMBERG PEDERSEN LLP, AIKINS, MACAULAY & THORVALDSON LLP, STEWART MCKELVEY, MACDONALD & COMPANY, MORSE BARNES-BROWN & PENDLETON, P.C. and FREEBORN & PETERS LLP (collectively, "Legal Counsel")

RE: First amended and restated credit agreement dated as of September 25, 2008 between Canadian Imperial Bank of Commerce ("CIBC"), the Borrower and others (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "Existing Credit Agreement")

DATE: July 21, 2011

RECITALS:

- A. The Borrower is currently indebted to CIBC pursuant to the Existing Credit Agreement and other agreements, documents and instruments in respect thereof.
- B. CIBC has been advised that the Borrower plans to repay all indebtedness, liabilities and obligations owing by it to CIBC in connection with the Existing Credit Agreement including, without limitation, those debts, liabilities and obligations set out in Schedule "A" attached hereto other than the indebtedness, obligations and liabilities (collectively, the "Continuing LC Obligations") arising from or relating to the letter of credit listed in Schedule "B" attached hereto (the "Letter of Credit").

- C. The aggregate outstanding indebtedness, liabilities and obligations owed by the Borrower to CIBC in connection with the Existing Credit Agreement as at July 20, 2011 excluding the Continuing LC Obligations and the Ongoing Obligations is [REDACTED] as further described in Schedule "A" attached hereto (the "Payout Amount").
- D. In connection with the payment of the Payout Amount by the Borrower to CIBC, the Borrower, the Administrative Agent and the Secured Parties have requested that CIBC deliver this Payout and Release.
- E. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Syndicated Credit Agreement.
- 1. In consideration of payment in full of the Payout Amount, CIBC hereby acknowledges and agrees that, effective upon (i) receipt by it of the Payout Amount before 3:00 p.m. on July 21, 2011 (the "Payout Date") in immediately available funds, (ii) the Acknowledgment to this Payout and Release executed by each member of the Easyhome Group, and (iii) the execution and delivery of the Syndicated Credit Agreement:
 - (a) All credit facilities established by CIBC in favour of the Borrower under the Existing Credit Agreement shall be terminated and cancelled, with no further drawdowns or other credit accommodations permitted thereunder. In accordance with the terms of the Syndicated Credit Agreement, the Letter of Credit shall remain in place on the Closing Date and shall be deemed to have been issued under the LC Credit.
 - (b) The Existing Credit Agreement and all agreements, documents or other instruments relating to, evidencing or comprising any loan document or security interest granted in favour of CIBC in connection with the Existing Credit Agreement by any member of the Easyhome Group are hereby cancelled and terminated and are of no further force or effect automatically without any further action by any Person save and except for (i) the letter of credit agreement and related instruments in connection with the Letter of Credit, and (ii) any landlord waiver and consents delivered by a landlord in respect of any Leased Location or other location (collectively, the "Continuing Agreements"). The Continuing Agreements shall continue to remain in full force and effect and shall be deemed to have been delivered under the Syndicated Credit Agreement (until, in respect of the landlord waivers and consents only, replacement landlord waivers and consents are delivered by the Borrower to the Administrative Agent pursuant to Section 9.2(bb) of the Credit Agreement).
 - (c) In its capacity as the lender under the Existing Credit Agreement, CIBC absolutely and unconditionally remises, releases and forever discharges any and all security interests, hypothecs, liens, encumbrances, charges, guarantees, assignments, pledges and mortgages granted in favour of it by any member of the Easyhome Group in connection with the Existing Credit Agreement including, without limitation (collectively, the "Registrations"):

- (i) the security interests and liens as evidenced by the registrations under the personal property regimes of each respective jurisdiction as listed in Schedule "C" attached hereto;
 - (ii) the security interests and liens evidenced by the registrations under section 427 of the *Bank Act* (Canada) as listed in Schedule "D" attached hereto; and
 - (iii) all security interests, liens and notices as evidenced by registrations in favour of CIBC with the Canadian Intellectual Property Office and the United States Patent and Trademark Office as listed in Schedule "E" attached hereto.
- (d) In its capacity as the lender under the Existing Credit Agreement, CIBC releases its interest in all policies of insurance held in respect of the Borrower (or any other member of the Easyhome Group) and its respective assets (to the extent obtained in connection with the Existing Credit Agreement), and agrees that any notation of such interest may be deleted from all of those policies.
- (e) CIBC authorizes each Legal Counsel, and any of their respective agents, employees or representatives, upon written instructions being provided by Gowling Lafleur Henderson LLP, to discharge or cause to be discharged all financing statements, liens and notices in connection with the Existing Credit Agreement (including, without limitation, those financing statements, liens and notices listed in Schedules "C", "D" and "E" attached hereto) and this Payout and Release shall be good and sufficient authority for each Legal Counsel, or any such agent, employee or representative, to do so, provided that such Legal Counsel provides CIBC with copies of all discharges filed.
2. CIBC represents and warrants to each member of the Easyhome Group, the Administrative Agent and the Secured Parties that (i) it has not sold, assigned, encumbered, hypothecated, parted with possession of or granted any interest in all or any part of any security, loan document or other instrument delivered by any member of the Easyhome Group to CIBC in connection with the Existing Credit Agreement save and except a security interest granted therein in favour of the Bank of Canada, and (ii) as of the date hereof, the Registrations constitute all of the registrations, filings and notices affecting or in respect of each member of the Easyhome Group or their respective undertaking, property or asset, which have been effected by or on behalf of CIBC in connection with the Existing Credit Agreement.
3. CIBC undertakes and agrees to execute and deliver or to cause to be executed and delivered to each member of the Easyhome Group and the Administrative Agent, from time to time, at the Borrower's or the Administrative Agent's reasonable request, and at the sole expense of the Borrower, registrable discharges of the Registrations and such further agreements, instruments and other documents as the Administrative Agent, the Borrower and/or their respective legal counsel may reasonably advise are necessary or

desirable to give full effect to the intention of this Payout and Release or to publicly record any matter arising therefrom.

4. The Borrower agrees to indemnify and save harmless CIBC from and against all Ongoing Obligations. For the purposes of this Payout and Release, "Ongoing Obligations" means:
 - (a) for the next ensuing ninety (90) day period, the aggregate amount of (i) any cheques or other items of payment being provisionally credited to the Borrower's accounts (including wire transfers) and which are subsequently returned due to insufficient funds or for any other reason or which result in delay in such credit, to the extent that same leaves the Borrower's accounts in an overdraft position, (ii) any account entries in process which have not been reflected in the Payout Amount, and (iii) any errors in computation or other clerical or computer errors; and
 - (b) all obligations that, by the express terms of the Existing Credit Agreement or any other loan document or security document granted to or held by CIBC from the Borrower or any other member of the Easyhome Group survive the payment of the Payout Amount and the termination of the applicable credit facilities, including, without limitation, environmental indemnity obligations and tax indemnity obligations.

Any Ongoing Obligations which are not reimbursed by the Borrower shall be funded as a Borrowing under the Syndicated Credit Agreement.

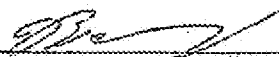
5. The Payout Amount is based upon a fluctuating operating line of credit and is only effective until 3:00 p.m. (Toronto time) on the Payout Date. If the Payout Amount is received after that time on the Payout Date, a new payout amount will be required to be obtained from CIBC.
6. This Payout and Release shall be for the benefit of each member of the Easyhome Group, the Administrative Agent, the Secured Parties and each of their respective successors and assigns and shall be binding upon CIBC and its successors and assigns.
7. This Payout and Release shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
8. For greater certainty, and notwithstanding any other provision of this Payout and Release, the Syndicated Credit Agreement, any and all security granted in respect of the Syndicated Credit Agreement and all other agreements, documents and instruments in respect of the Syndicated Credit Agreement in favour of Administrative Agent, on behalf of itself and the Secured Parties, the other Loan Documents are all present and future Outstanding Obligations thereunder shall not be subject to the provisions of this Payout and Release.

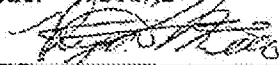
9. This Payout and Release may be executed in counterparts. Each executed counterpart shall be deemed to be an original and all counterparts taken together shall constitute one and the same Payout and Release. Delivery of an executed signature page to this Payout and Release by any party by facsimile or electronic transmission shall be as effective as delivery of a manually executed copy of this Payout and Release by such party.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS OF WHEREOF, this Payout and Release has been executed on the date first noted above.

CANADIAN IMPERIAL BANK OF
COMMERCE, as lender under the
Existing Credit Agreement
Per:


Name: Bob Mitchell
Title: AUTHORIZED SIGNATORY


Name: Ryan Ricci
Title: Authorized Signatory

I/We have authority to bind the Bank.

CIBC Payout and Release

TRADEMARK
REEL: 004643 FRAME: 0659

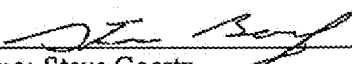
ACKNOWLEDGEMENT

Each of the undersigned acknowledges and agrees to all of the terms and conditions set out in the attached Payout and Release. Each of the undersigned hereby releases and discharges absolutely and forever all of its present and future claims and rights against CIBC, its affiliates, officers, directors, agents and employees arising under or in respect of the Existing Credit Agreement, the security delivered pursuant thereto and the other documents contemplated thereby, other than those claims and rights relating to wilful misconduct or gross negligence of CIBC as determined by a final non-appealable judgment of a court of competent jurisdiction.

DATED as of July 21, 2011.

EASYHOME LTD.

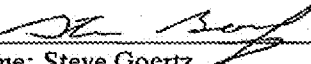
Per:


Name: Steve Goertz
Title: Chief Financial Officer

I have authority to bind the Corporation

RTO ASSET MANAGEMENT INC.

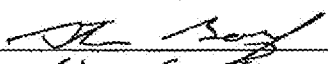
Per:


Name: Steve Goertz
Title: Chief Financial Officer

I have authority to bind the Corporation

EASYFINANCIAL SERVICES INC.

Per:


Name: Steve Goertz
Title: CFO

I have authority to bind the Corporation

EASYHOME U.S. LTD.

Per:


Name: Steve Goertz
Title: Chief Financial Officer

I have authority to bind the Corporation

CIBC Payout and Release

SCHEDULE "E"

INTELLECTUAL PROPERTY REGISTRATIONS

A. Canadian Intellectual Property Office

See attached.

B. United States Patent and Trademark Office

See attached.

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SCHEDULE "E"

B. United States Patent and Trademark Office

Trademark	Application	Registered
EZ HOME	78491529	3118219