

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300260

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		03/19/2014	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Rent-A-Center Franchising International, Inc. (formerly known as ColorTyme, Inc.)		
Street Address:	5000 Legacy Drive, Suite 210		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75024		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	76567927	GET WHAT YOU WANT	
Registration Number:	2963740	GET WHAT YOU WANT	
Serial Number:	78571456	COLORTYME	
Serial Number:	78893263	RIMTYME	
Serial Number:	78893269	RIMTYME	
Serial Number:	78843976	YOUR HOMETOWN COLORTYME	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 455-3605		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Genevieve Dorment, 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:	509265/1832		
NAME OF SUBMITTER:	Genevieve Dorment		
SIGNATURE:	/gd/		

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TRADEMARK

DATE SIGNED:	04/03/2014
Total Attachments: 3 source=Executed TM Release - Colortyme 2006 (3)#page1.tif source=Executed TM Release - Colortyme 2006 (3)#page2.tif source=Executed TM Release - Colortyme 2006 (3)#page3.tif	

TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "**Release**") is made as of March 19, 2014, by JPMorgan Chase Bank, N.A., as Administrative Agent (the "**Agent**") in favor of Rent-A-Center Franchising International, Inc. (formerly known as ColorTyme, Inc.), a Delaware corporation (the "**Grantor**"). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement described below.

WHEREAS, pursuant to that certain 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, 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**"), and that certain Reaffirmation dated July 13, 2006 to same (the "**Reaffirmation**"), Grantor granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in certain Intellectual Property, including certain trademarks (the "**Security Interest**");

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights, dated as of July 13, 2006 between Grantor and the Agent (the "**Trademark Security Agreement**"), Grantor, by reference to the Guarantee and Collateral Agreement and the Reaffirmation, reaffirmed its intent to grant the Security Interest to the Agent specifically in the Trademarks (as defined below);

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on July 24, 2006 at Reel/Frame 3353/0742;

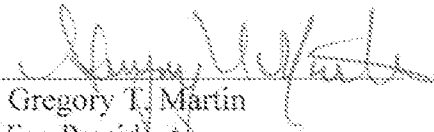
WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademarks under the Trademark Security Agreement;

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

1. Agent, on behalf of the Secured Parties, hereby terminates, releases and discharges its Security Interest in the trademarks listed on **Schedule A** hereto (the "**Trademarks**"), without recourse, representation or warranty, and any right, title or interest of the Agent in such Trademarks shall hereby cease and become void.
2. Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to affect the release of the Security Interest contemplated hereby.
3. This Release shall be governed by, and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Agent has caused this TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS to be duly executed as of the date first written above.

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

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

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Application Number/ Registration Number	Application Date/ Registration Date
GET WHAT YOU WANT	76/567,927	December 22, 2003
GET WHAT YOU WANT	76/570,413 2,963,740	January 9, 2004 June 28, 2005
ColorTyme	78/571,456	February 21, 2005
RIMTYME	78/893,263	May 25, 2006
RIMTYME	78/893,269	May 25, 2006
YOUR HOMETOWN COLORTYME	78/843,976	March 23, 2006

509265-0599-02908-NY02.2535530.3

RECORDED: 04/24/2006

TRADEMARK
REEL: 005253 FRAME: 02570