

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300292

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rent-A-Center Franchising International, Inc.		03/19/2014	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn, 7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 20			
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	
Registration Number:	1216129	COLORTYME	
Registration Number:	3276638	COLORTYME	
Registration Number:	2048813	COLORTYME	
Registration Number:	1191104	COLORTYME	
Registration Number:	1872515	COLORTYME	
Registration Number:	4405390	COLORTYME	
Registration Number:	4157885	COLORTYME	
Registration Number:	2054385	COLORTYME	
Registration Number:	3341976	RIMTYME	
Registration Number:	3341977	RIMTYME	
Registration Number:	4166707	RIMTYME CUSTOM WHEELS AND TIRES	
Registration Number:	4083155	RIMTYME CUSTOM WHEELS AND TIRES	
TRADEMARK			

CH \$515.00 3719147

Property Type	Number	Word Mark
Registration Number:	3314479	YOUR HOMETOWN COLORTYME

CORRESPONDENCE DATA

Fax Number: 2124552502

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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/
DATE SIGNED:	04/03/2014

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 19, 2014 (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), is made by Rent-A-Center Franchising International, Inc. (the "Grantor") in favor of JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Rent-A-Center, Inc., a Delaware corporation (the "Borrower") has entered into an Credit Agreement, dated as of March 19, 2014 (as amended, supplemented or modified from time to time, the "Credit Agreement"), among the Borrower, the several banks and other financial institutions or entities from time to time parties to the Credit Agreement and the Administrative 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 Credit Agreement that the Grantor shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of March 19, 2014 in favor of the Administrative 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 Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Trademarks of the Grantor to the Administrative Agent for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

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

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

SECTION 2. Grant of Security. Grantor hereby pledges and grants to the Administrative Agent for the ratable benefit of the Secured Parties a continuing security interest in and to all of Grantor's right, title and interest in the Trademarks listed on Schedule A, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the Commissioner of Patents and Trademarks and any other applicable government officer. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

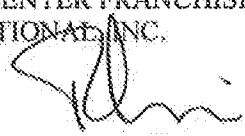
SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Governing Law. This Trademark Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 6. Conflict Provision. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the 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 Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

RENT-A-CENTER FRANCHISING
INTERNATIONAL, INC.



By: _____

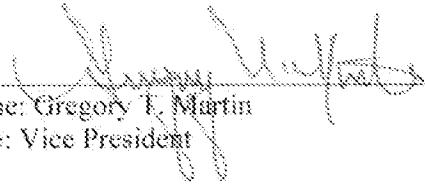
Name: Robert D. Davis
Title: Treasurer

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By: _____

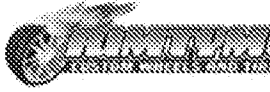
Name: Gregory E. Martin

Title: Vice President

A handwritten signature in black ink, appearing to read "Gregory E. Martin", is written over a horizontal dotted line. The signature is cursive and somewhat stylized.

Schedule A – Trademarks

Mark	Application No./ Registration No.	Application Date/ Registration Date	Status	Owner
BECAUSE LIFE SHOULD BE COLORFUL	77/314,113 3,719,147	10/26/2007 12/1/2009	Registered	Rent-A-Center Franchising International, Inc.
BECAUSE LIFE SHOULD BE COLORFUL	77/314,119 3,719,148	10/26/2007 12/1/2009	Registered	Rent-A-Center Franchising International, Inc.
BECAUSE LIFE SHOULD BE COLORFUL	77/314,124 3,750,273	10/26/2007 2/16/2010	Registered	Rent-A-Center Franchising International, Inc.
BECAUSE LIFE SHOULD BE COLORFUL	77/314,191 3,722,927	10/26/2007 12/8/2009	Registered	Rent-A-Center Franchising International, Inc.
BECAUSE LIFE SHOULD BE COLORFUL	77/314,199 3,722,928	10/26/2007 12/8/2009	Registered	Rent-A-Center Franchising International, Inc.
BECAUSE LIFE SHOULD BE COLORFUL	77/314,204 3,722,929	10/26/2007 12/8/2009	Registered	Rent-A-Center Franchising International, Inc.
BECAUSE LIFE SHOULD BE COLORFUL	77/314,210 3,722,930	10/26/2007 12/8/2009	Registered	Rent-A-Center Franchising International, Inc.
COLORTYME	73/290,829 1,216,129	12/22/1980 11/9/1982	Registered	Rent-A-Center Franchising International, Inc.
ColorTyme	78/571,456 3,276,638	2/21/2005 8/7/2007	Registered	Rent-A-Center Franchising International, Inc.
COLORTYME	75/029,755 2,048,813	12/8/1995 4/1/1997	Registered	Rent-A-Center Franchising International, Inc.
COLORTYME	73/290,809 1,191,104	12/22/1980 3/2/1982	Registered	Rent-A-Center Franchising International, Inc.
COLORTYME	74/470,558 1,872,515	12/17/1993 1/10/1995	Registered	Rent-A-Center Franchising International, Inc.
COLORTYME	85/444,121 4,405,390	10/11/2011 9/24/2013	Registered	Rent-A-Center Franchising International, Inc.
COLORTYME	85/466,382 4,157,885	11/7/2011 6/12/2012	Registered	Rent-A-Center Franchising International, Inc.
COLORTYME & Design 	75/029,756 2,054,385	12/8/1995 4/22/1997	Registered	Rent-A-Center Franchising International, Inc.
RIMTYME	78/893,263 3,341,976	5/25/2006 11/20/2007	Registered	Rent-A-Center Franchising International, Inc.
RIMTYME	78/893,269 3,341,977	5/25/2006 11/20/2007	Registered	Rent-A-Center Franchising International, Inc.
RIMTYME CUSTOM WHEELS AND TIRES & Design 	85/323,128 4,166,707	5/17/2011 7/3/2012	Registered	Rent-A-Center Franchising International, Inc.

RIMTYME CUSTOM WHEELS AND TIRES & Design 	85/323,026 4,083,155	5/17/2011 1/10/2012	Registered	Rent-A-Center Franchising International, Inc.
YOUR HOMETOWN COLORTYME	78/843,976 3,314,479	3/23/2006 10/16/2007	Registered	Rent-A-Center Franchising International, Inc.