

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427115

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RENT-A-CENTER WEST, INC.		05/10/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	10 S. DEARBORN ST., 7TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	1667049	RAC	
Registration Number:	4048565	RAC	
Registration Number:	4154196	RAC ACCEPTANCE	
Registration Number:	3346229	RAC ACCEPTANCE	
Registration Number:	3054671	RAC BENEFITS PLUS	
Registration Number:	3055502	RAC NATIONAL PRODUCT SERVICE	
Registration Number:	2876244	RAC RENT-A-CENTER	
Registration Number:	4031722	RAC RENT-A-CENTER FURNITURE APPLIANCES E	
Registration Number:	4059335	RAC RENT-A-CENTER FURNITURE APPLIANCES E	
Registration Number:	3620129	RAC WORRY FREE GUARANTEE	
Registration Number:	3620130	RAC WORRY FREE GUARANTEE	
Registration Number:	3620131	RAC WORRY FREE GUARANTEE	
Registration Number:	3623803	RAC WORRY FREE GUARANTEE	
Registration Number:	3623804	RAC WORRY FREE GUARANTEE	
Registration Number:	3620128	RAC WORRY FREE GUARANTEE	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; 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
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NAME OF SUBMITTER:	Genevieve Dorment
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SIGNATURE:	/gd/
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DATE SIGNED:	05/10/2017
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 10, 2017 (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), is made by Rent-A-Center West, 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 a 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, as a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement, the Grantor 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 agrees 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.

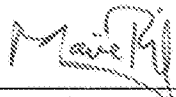
SECTION 6. Conflict Provision. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice 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 WEST, INC.






By: 
Dawn M. Wolverton
Secretary

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

By: 
Name: MARIA RIAZ
Title: VICE PRESIDENT

Schedule A

Trademarks

Mark	Application No./ Registration No.	Application Date/ Registration Date	Status	Owner
RAC & Design 	74/038,721 1,667,049	3/15/1990 12/3/1991	Registered	Rent-A-Center West, Inc.
RAC & Design 	85/267,817 4,048,565	3/15/2011 11/1/2011	Registered	Rent-A-Center West, Inc.
RAC ACCEPTANCE	85/466,418 4,154,196	11/7/2011 6/5/2012	Registered	Rent-A-Center West, Inc.
RAC ACCEPTANCE	78/923,518 3,346,229	7/6/2006 11/27/2007	Registered	Rent-A-Center West, Inc.
RAC BENEFITS PLUS	78/558,985 3,054,671	2/2/2005 1/31/2006	Registered	Rent-A-Center West, Inc.
RAC NATIONAL PRODUCT SERVICE	78/624,453 3,055,502	5/6/2005 1/31/2006	Registered	Rent-A-Center West, Inc.
RAC RENT-A- CENTER & Design 	76/477,879 2,876,244	12/24/2002 8/24/2004	Registered	Rent-A-Center West, Inc.
RAC RENT-A- CENTER FURNITURE APPLIANCES ELECTRONICS COMPUTERS & Design (Button Logo) 	85/272,496 4,031,722	3/21/2011 9/27/2011	Registered	Rent-A-Center West, Inc.
RAC RENT-A- CENTER FURNITURE APPLIANCES ELECTRONICS COMPUTERS & Design (Button Logo) 	85/272,525 4,059,335	3/21/2011 11/22/2011	Registered	Rent-A-Center West, Inc.
RAC WORRY FREE GUARANTEE	77/287,249 3,620,129	9/24/2007 5/12/2009	Registered	Rent-A-Center West, Inc.
RAC WORRY FREE GUARANTEE	77/287,277 3,620,130	9/24/2007 5/12/2009	Registered	Rent-A-Center West, Inc.
RAC WORRY FREE GUARANTEE	77/287,308 3,620,131	9/24/2007 5/12/2009	Registered	Rent-A-Center West, Inc.
RAC WORRY FREE GUARANTEE	77/287,323 3,623,803	9/24/2007 5/19/2009	Registered	Rent-A-Center West, Inc.
RAC WORRY FREE GUARANTEE	77/287,341 3,623,804	9/24/2007 5/19/2009	Registered	Rent-A-Center West, Inc.

Mark	Application No./ Registration No.	Application Date/ Registration Date	Status	Owner
RAC WORRY FREE GUARANTEE	77/287,216 3,620,128	9/24/2007 5/12/2009	Registered	Rent-A-Center West, Inc.