

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM539814

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		08/05/2019	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	RENT-A-CENTER FRANCHISING INTERNATIONAL, INC.
Street Address:	5501 HEADQUARTERS DRIVE
City:	PLANO
State/Country:	TEXAS
Postal Code:	75024
Entity Type:	Corporation: TEXAS

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

Property Type	Number	Word Mark
Registration Number:	3314479	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 using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(212)455-2121	
Email:	ksolomon@stblaw.com	
Correspondent Name:	ELIZABETH GLADSTONE, 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:	509265/2041	
NAME OF SUBMITTER:	ELIZABETH GLADSTONE	
SIGNATURE:	/EG/	
DATE SIGNED:	09/06/2019	
Total Attachments: 4		
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RELEASE OF TRADEMARK SECURITY AGREEMENT

This RELEASE OF TRADEMARK SECURITY AGREEMENT, dated as of August 5, 2019 (this "Release"), is made by JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties, in favor of Rent-A-Center Franchising International, Inc., a Texas corporation (the "Grantor").

WHEREAS, the Administrative Agent and, among others, the Grantor, entered into (i) that certain Credit Agreement, dated March 19, 2014 (as amended by the First Amendment, dated February 1, 2016, the Second Amendment, effective September 30, 2016, the Third Amendment and Waiver, dated May 1, 2017, the Fourth Amendment, dated June 6, 2017, the Fifth Amendment, dated December 12, 2018, and as further amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"); and (ii) that certain Amended and Restated Guarantee and Collateral Agreement, dated as of June 6, 2017 (amending and restating that certain Guarantee and Collateral Agreement, dated March 19, 2014, as amended), 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, pursuant to the Guarantee and Collateral Agreement, the Administrative Agent and the Grantor entered into that certain Trademark Security Agreement dated as of March 19, 2014 (the "Trademark Security Agreement"), as recorded with the United States Patent and Trademark Office ("USPTO") on April 3, 2014 at Reel 005251 and Frame 0446;

WHEREAS, pursuant to the Guarantee and Collateral Agreement and the Trademark Security Agreement, the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in and to all of Grantor's right, title and interest in and to the Trademarks listed on Schedule A hereto (including, for the avoidance of doubt, the goodwill symbolized thereby) (collectively, the "Released Collateral"); and

WHEREAS, as of the date of this Release, the Liens granted under the Guarantee and Collateral Agreement and Credit Agreement in all Collateral, including in and to the Released Collateral have been released and terminated, and the Grantor has requested that the Administrative Agent execute for recordation this Release as evidence of such termination and release of the entirety of its security interest in the Released Collateral;

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

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

2. Release of Lien. The Administrative Agent, on behalf of itself and the Secured Parties, hereby terminates, extinguishes, cancels, releases, discharges, and, without recourse, representation, or warranty, hereby irrevocably transfers and assigns back to the applicable

Grantor, any and all right, title and interest (including their security interest) that Administrative Agent or any of the Secured Parties may have obtained in or to the Released Collateral in connection with the Credit Agreement, Guarantee and Collateral Agreement, or the Trademark Security Agreement.

3. Further Assurances. The Administrative Agent agrees, solely at the expense of Grantor, to execute and deliver to Grantor such additional instruments as Grantor may reasonably request as necessary to effect and record with the USPTO and USCO the release of the Administrative Agent's security interest in or to the Released Collateral, and hereby authorizes and requests that the relevant authorities at the USPTO, the USCO, and any other applicable government officer or relevant governmental authority record this Release.

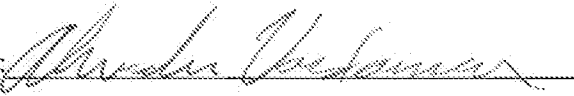
4. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

5. Execution in Counterparts. This Release 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

[Signature Page Follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A., in its
capacity as the Administrative Agent

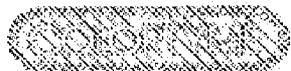

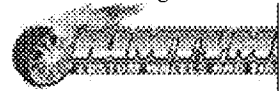
By: 

Name: Alexander Vardaman

Title: Vice President

Schedule A

Trademarks

Mark	Application No./ Registration No.	Application Date/ Registration Date	Owner
BECAUSE LIFE SHOULD BE COLORFUL	77/314,113 3,719,147	10/26/2007 12/1/2009	Rent-A-Center Franchising International, Inc.
BECAUSE LIFE SHOULD BE COLORFUL	77/314,119 3,719,148	10/26/2007 12/1/2009	Rent-A-Center Franchising International, Inc.
BECAUSE LIFE SHOULD BE COLORFUL	77/314,124 3,750,273	10/26/2007 2/16/2010	Rent-A-Center Franchising International, Inc.
BECAUSE LIFE SHOULD BE COLORFUL	77/314,191 3,722,927	10/26/2007 12/8/2009	Rent-A-Center Franchising International, Inc.
BECAUSE LIFE SHOULD BE COLORFUL	77/314,199 3,722,928	10/26/2007 12/8/2009	Rent-A-Center Franchising International, Inc.
BECAUSE LIFE SHOULD BE COLORFUL	77/314,204 3,722,929	10/26/2007 12/8/2009	Rent-A-Center Franchising International, Inc.
BECAUSE LIFE SHOULD BE COLORFUL	77/314,210 3,722,930	10/26/2007 12/8/2009	Rent-A-Center Franchising International, Inc.
COLORTYME	73/290,829 1,216,129	12/22/1980 11/9/1982	Rent-A-Center Franchising International, Inc.
ColorTyme	78/571,456 3,276,638	2/21/2005 8/7/2007	Rent-A-Center Franchising International, Inc.
COLORTYME	75/029,755 2,048,813	12/8/1995 4/1/1997	Rent-A-Center Franchising International, Inc.
COLORTYME	73/290,809 1,191,104	12/22/1980 3/2/1982	Rent-A-Center Franchising International, Inc.
COLORTYME	74/470,558 1,872,515	12/17/1993 1/10/1995	Rent-A-Center Franchising International, Inc.
COLORTYME	85/444,121 4,405,390	10/11/2011 9/24/2013	Rent-A-Center Franchising International, Inc.
COLORTYME	85/466,382 4,157,885	11/7/2011 6/12/2012	Rent-A-Center Franchising International, Inc.
COLORTYME& DESIGN 	75/029,756 2,054,385	12/8/1995 4/22/1997	Rent-A-Center Franchising International, Inc.
RIMTYME	78/893,263 3,341,976	5/25/2006 11/20/2007	Rent-A-Center Franchising International, Inc.
RIMTYME	78/893,269 3,341,977	5/25/2006 11/20/2007	Rent-A-Center Franchising International, Inc.
RIMTYME CUSTOM WHEELS AND TIRES & Design 	85/323,128 4,166,707	5/17/2011 7/3/2012	Rent-A-Center Franchising International, Inc.
RIMTYME CUSTOM WHEELS AND TIRES & Design 	85/323,026 4,083,155	5/17/2011 1/10/2012	Rent-A-Center Franchising International, Inc.
YOUR HOMETOWN COLORTYME	78/843,976 3,314,479	3/23/2006 10/16/2007	Rent-A-Center Franchising International, Inc.