



**SCHEDULE A-1  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

MARKS	REG. NO.	GRANTED
RENTWAY THE RIGHT WAY. RIGHT AWAY.	2,321,379	02/22/2000
WE'RE CHANGING THE WAY AMERICA RENTS	2,347,284	05/02/2000
BUDDY THE WONDER DOG*	1,442,520	06/09/1987
EASTERN RENTALS*	2,210,875	12/15/1998
RENTAVISION*	2,210,876	12/15/1998

*\* Record owner is Rentavision Inc. which merged into  
Rent-Way, Inc. in 09/2000*

**PENDING FEDERAL TRADEMARK APPLICATIONS**

MARK	SERIAL NO.	FILED
WE ARE FAMILY	76/509,933	4/29/2003

**COMMON LAW MARKS AND TRADE NAMES**

—None—

**REGISTERED STATE TRADEMARKS  
AND TRADEMARK APPLICATIONS**

—None—

**REGISTERED FOREIGN TRADEMARKS  
AND TRADEMARK APPLICATIONS**

—None—

**SCHEDULE A-2  
TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK LICENSES**

—None—

## TRADEMARK COLLATERAL AGREEMENT

This 2<sup>nd</sup> day of June, 2003, RENT-WAY, INC., a Pennsylvania corporation ("*Debtor*") with its principal place of business and mailing address at One Rent Way Place, Erie, Pennsylvania 16505, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party, as agent for the benefit of the Secured Creditors (as defined in the Security Agreement (identified and defined below)) a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

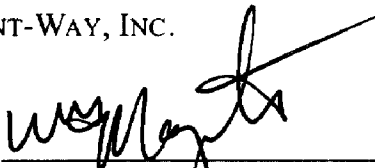
to secure performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

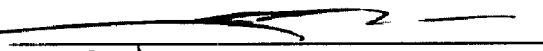
Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

RENT-WAY, INC.

By   
Name: William E. Morse  
Title: Chief Executive Officer

ATTEST:

  
Its: Attorney

HARRIS TRUST AND SAVINGS BANK,  
as Secured Party

By \_\_\_\_\_  
Name: Thad Rasche  
Its: Vice President

ATTEST:

\_\_\_\_\_  
Its:

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

RENT-WAY, INC.

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

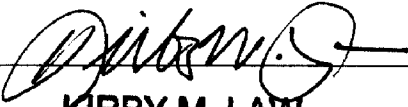
ATTEST:

\_\_\_\_\_  
Its:

HARRIS TRUST AND SAVINGS BANK,  
as Secured Party

By THAD RASCHE  
Name: Thad Rasche  
Its: Vice President

ATTEST:

  
\_\_\_\_\_  
Its: **KIRBY M. LAW**  
**VICE PRESIDENT**