

03-23-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

03/23/1999 DMGJYEN 00000003 1832944

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 DP
200.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

REEL: 1872 FRAME: 0294

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

<input type="text" value="75371121"/>	<input type="text" value="75422766"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="1832944"/>	<input type="text" value="1801274"/>	<input type="text" value="2147736"/>
<input type="text" value="1607835"/>	<input type="text" value="1829703"/>	<input type="text" value="2104886"/>
<input type="text" value="1336087"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Susan M. Kornfield

Name of Person Signing

Susan M. Kornfield

Signature

3-4-99

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
02 26 1998

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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AGREEMENT
(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of February 26, 1998, among RTO Operating, Inc. ("RTO Operating" and sometimes a "Debtor") and ATRO, Inc., f/k/a RTO Trademark Company, Inc., ("ATRO", and sometimes a "Debtor" and together with RTO Operating, the "Debtors"), and Comerica Bank in its capacity as agent for the Banks referred to below ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Alrenco Credit Agreement dated as of February 26, 1998 (as amended or otherwise modified from time to time, the "Credit Agreement"), among the Alrenco, Inc. ("Company"), each of the financial institutions party thereto (collectively, the "Banks") and Secured Party, as Agent for the Banks, the Banks have agreed, subject to the satisfaction of certain terms and conditions, to make Advances to Company and to provide for the issuance of Letters of Credit for the account of Company, individually, or jointly and severally with certain of the other Account Parties (as such terms are defined in the Credit Agreement), as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors has executed and delivered a Security Agreement, dated as of the date hereof (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the initial Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Banks a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Banks to make Advances (including the initial Advance) to the Company pursuant to the Credit Agreement, each of the Debtors agrees, for the benefit of the Banks, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Indebtedness described in the Security Agreement each of the Debtors does hereby mortgage, pledge and hypothecate to the

Secured Party for the benefit of the Banks, and grant to the Secured Party for the benefit of the Banks a security interest in, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark") now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party and the Banks in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party and the Banks under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party and the Banks thereunder shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Indebtedness and commitment (whether optional or obligatory) to extend any credit under the Credit Agreement has been terminated, the Secured Party shall, at the Debtors' expense, execute and deliver to the Debtors

all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. Each of the Debtors does hereby further acknowledge and affirm that the rights and remedies of the Secured Party for the benefit of the Banks with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[signatures follow on succeeding pages]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTORS:

RTO OPERATING, INC.

By: Billy W. White
Its: President

Address: 714 E. Kimbrough
Mesquite, Texas 75149
Facsimile: 972-288-7753

ATRO, INC., f/k/a RTO Trademark Company, Inc.

By: Billy W. White
Its: President

Address: 714 E. Kimbrough
Mesquite, Texas 75149
Facsimile: 972-288-7753

COMERICA BANK, as Agent for the Banks

By: Valerie Kin
Its: Vice President

Address: One Detroit Center
9th Floor, MC 3289
Detroit, MI 48275-3289

Attention: Valerie Kin
Facsimile No: (313) 222-9434

[TRADEMARK AND SERVICE MARK CERTIFICATES]

Mark	Owned By	Jurisdiction	Number	Date Filed or Renewed	Expires
ACTION and Sunburst Design	RTO Operating, Inc.	United States	1832944	04/26/94	04/26/04
ACTION and Sunburst Design	RTO Operating, Inc.	Texas	42113	02/18/93	02/18/03
ACTION and Sunburst Design	RTO Operating, Inc.	Mississippi		01/01/96	01/01/01
ACTION RENT-TO-OWN	RTO Operating, Inc.	New Mexico	TN93070701	07/07/93	07/07/03
ACTION RENT-TO-OWN	RTO Operating, Inc.	Mississippi		01/01/96	01/01/01
ACTION RENT-TO-OWN (Design)	RTO Operating, Inc.	New Mexico	TK93071502	07/15/93	07/15/03
ACTION TV AND APPLIANCE RENTAL	RTO Operating, Inc.	Louisiana		11/05/92	11/05/02
ACTION TV AND APPLIANCE RENTAL	RTO Operating, Inc.	Mississippi		01/01/96	01/01/01
ACTION TV AND APPLIANCE RENTAL	RTO Operating, Inc.	Oklahoma	25296	10/29/92	10/29/02
ALRENCO RENT TO OWN	ATRO, Inc.	United States	1607835	07/24/90	07/24/00
ALRENCO RENT TO OWN The Only Way To Go!	ATRO, Inc.	United States	1929703	04/05/94	04/05/04
AMIGO RENTALS	RTO Operating, Inc.	New Mexico	TN95092109	09/21/95	09/21/05
AMIGO RENTALS	RTO Operating, Inc.	Arizona	148748	09/25/95	09/25/00
AMIGO RENTALS and Design	RTO Operating, Inc.	Texas	55248	01/08/96	01/08/06
AMIGO RENTALS and Design	RTO Operating, Inc.	New Mexico	TK95092108	09/21/95	09/21/05
BRING IT ALL HOME	RTO Operating, Inc.	United States	1801274	10/26/93	10/26/03
BRING IT ALL HOME	RTO Operating, Inc.	Texas	52858	08/25/93	08/25/03
BRING IT ALL HOME	RTO Operating, Inc.	Louisiana		06/30/93	06/30/03
BRING IT ALL HOME	RTO Operating, Inc.	Oklahoma	25770	06/28/93	06/28/03
BRING IT ALL HOME	RTO Operating, Inc.	New Mexico	TK93072804	07/28/93	07/28/03
BRING IT ALL HOME	RTO Operating, Inc.	Mississippi		01/01/96	01/01/01
HOME CHOICE and Tag Design (Application)	ATRO, Inc.	United States	75/371121	10/10/97	
HOME CHOICE (words only)	ATRO, Inc.	United States	2104886	10/14/97	10/14/07
Mr. Steve's	RTO Operating, Inc.	Oklahoma	25214	09/18/92	09/18/02
Mr. Steve's	RTO Operating, Inc.	Oklahoma	25017	06/15/92	06/15/02
Steve's Rent-To-Own	RTO Operating, Inc.	Oklahoma	25215	09/18/92	09/18/02
WE DELIVER THE DIFFERENCE (Application)	RTO Operating, Inc.	United States	75/272246	04/10/97	
WORKING TO BE YOUR FIRST CHOICE (Application)	ATRO, Inc.	United States	75/422766	01/23/98	

ATTACHMENT 1 to
Agreement (Trademark)