

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM539823

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 WEST, INC.
Street Address:	5501 HEADQUARTERS DRIVE
City:	PLANO
State/Country:	TEXAS
Postal Code:	75024
Entity Type:	Corporation: DELAWARE

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

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

TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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
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NAME OF SUBMITTER:	ELIZABETH GLADSTONE
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SIGNATURE:	/EG/
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DATE SIGNED:	09/06/2019
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Total Attachments: 5

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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 West, Inc., a Delaware 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 May 10, 2017 (the "Trademark Security Agreement"), as recorded with the United States Patent and Trademark Office ("USPTO") on May 10, 2017 at Reel 006054 and Frame 0404;

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.

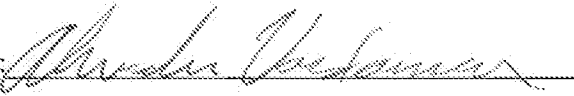
4. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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
RAC&Design 	74/038,721 1,667,049	3/15/1990 12/3/1991	Rent-A-Center West, Inc.
RAC&Design 	85/267,817 4,048,565	3/15/2011 11/1/2011	Rent-A-Center West, Inc.
RAC ACCEPTANCE	85/466,418 4,154,196	11/7/2011 6/5/2012	Rent-A-Center West, Inc.
RAC ACCEPTANCE	78/923,518 3,346,229	7/6/2006 11/27/2007	Rent-A-Center West, Inc.
RAC BENEFITS PLUS	78/558,985 3,054,671	2/2/2005 1/31/2006	Rent-A-Center West, Inc.
RAC NATIONAL PRODUCT SERVICE	78/624,453 3,055,502	5/6/2005 1/31/2006	Rent-A-Center West, Inc.
RAC RENT-A- CENTER & Design 	76/477,879 2,876,244	12/24/2002 8/24/2004	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	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	Rent-A-Center West, Inc.

Mark	Application No./ Registration No	Application Date/ Registration Date	Owner
RAC WORRY FREE GUARANTEE	77/287,249 3,620,129	9/24/2007 5/12/2009	Rent-A-Center West, Inc.
RAC WORRY FREE GUARANTEE	77/287,277 3,620,130	9/24/2007 5/12/2009	Rent-A-Center West, Inc.
RAC WORRY FREE GUARANTEE	77/287,308 3,620,131	9/24/2007 5/12/2009	Rent-A-Center West, Inc.
RAC WORRY FREE GUARANTEE	77/287,323 3,623,803	9/24/2007 5/19/2009	Rent-A-Center West, Inc.
RAC WORRY FREE GUARANTEE	77/287,341 3,623,804	9/24/2007 5/19/2009	Rent-A-Center West, Inc.
RAC WORRY FREE GUARANTEE	77/287,216 3,620,128	9/24/2007 5/19/2009	Rent-A-Center West, Inc.