

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Thrifty, Inc.		06/15/2007	CORPORATION: OKLAHOMA

**RECEIVING PARTY DATA**

<b>Name:</b>	Deutsche Bank Trust Company Americas
<b>Street Address:</b>	60 Wall Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10005
<b>Entity Type:</b>	Collateral Agent:

**PROPERTY NUMBERS Total: 47**

Property Type	Number	Word Mark
Registration Number:	1974685	1-800-FOR-CARS
Registration Number:	2375277	1-800-THRIFTY
Registration Number:	2609786	1-877-BUY-BLUE
Registration Number:	2884978	
Registration Number:	2550112	BE SMART, BUY THRIFTY
Registration Number:	2237403	BLUE CHIP
Registration Number:	2216214	BLUE CHIP EXPRESS RENTAL PROGRAM
Registration Number:	2633039	BLUE DIAMOND
Registration Number:	2184525	BLUE PRIDE
Registration Number:	2743243	CLICK AND SAVE
Registration Number:	2867142	CONNECT THE DOTS
Registration Number:	2611304	DRIVE YOUR BUSINESS TO THE HIGHEST LEVEL
Registration Number:	2216213	HONEYMOON DISASTERS
Registration Number:	0840196	MISS THRIFTY

CH \$1190.00 1974685

Registration Number:	2608362	
Registration Number:	2608363	
Registration Number:	2427743	THRIFTY
Registration Number:	2427742	THRIFTY
Registration Number:	0880666	THRIFTY
Registration Number:	0986155	THRIFTY
Registration Number:	0816350	THRIFTY
Registration Number:	2240661	THRIFTY
Registration Number:	2477739	THRIFTY
Registration Number:	1570143	THRIFTY
Registration Number:	1570142	THRIFTY
Registration Number:	1570141	THRIFTY
Registration Number:	2427731	THRIFTY
Registration Number:	1566277	THRIFTY CAR RENTAL
Registration Number:	1570144	THRIFTY CAR RENTAL
Registration Number:	2575433	THRIFTY CAR RENTAL
Registration Number:	2856276	THRIFTY CARE
Registration Number:	2571205	THRIFTY CARE
Registration Number:	2398617	THRIFTY CERTIFIED
Registration Number:	2805641	THRIFTY UNIVERSITY
Registration Number:	2580130	THRIFTY.COM
Registration Number:	2428452	TRUE BLUE
Registration Number:	2875496	TRUE BLUE
Registration Number:	2227162	TRUE BLUE PRIDE
Registration Number:	3205746	VALUE IS OUR DOMAIN
Serial Number:	77148875	BEYOND LUXURY
Serial Number:	77082963	DRIVEWISE
Serial Number:	77081157	GET A TITLE WITHOUT A FIGHT
Serial Number:	77114393	THE FRANCHISE WITHOUT THE FACTORY
Serial Number:	77032227	THRIFTY AUTO LOAN
Serial Number:	77194803	THRIFTY AUTO LOAN
Serial Number:	77132102	TRIPSAVER
Registration Number:	1572308	THRIFTY CAR RENTAL

CORRESPONDENCE DATA

Fax Number: (212)354-8113  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-819-8923  
Email: trademarkdocket@whitecase.com  
Correspondent Name: Matthew Bart  
Address Line 1: White & Case LLP  
Address Line 2: 1155 Avenue of the Americas  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1111779-1783
NAME OF SUBMITTER:	Matthew Bart
Signature:	/Matthew Bart/
Date:	06/22/2007

Total Attachments: 9  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 15, 2007, is made between THRIFTY, INC., an Oklahoma corporation (the "Grantor"), and DEUTSCHE BANK TRUST COMPANY AMERICAS ("DBTCA"), as collateral agent (together with any successor(s) thereto in such capacity, the "Collateral Agent") for each of the Secured Parties;

### WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of June 15, 2007 (together with all amendments, supplements, amendments and restatements and other modifications, from time to time thereafter made thereto, the "Credit Agreement"), among the Borrower, the various financial institutions as are, or may from time to time become, parties thereto (each, individually, a "Lender", and collectively, the "Lenders"), the Collateral Agent, The Bank of Nova Scotia ("Scotia Capital"), as the Syndication Agent, and Deutsche Bank Securities Inc. and Scotia Capital as the joint lead arrangers and joint bookrunners, the Lenders and the Issuer have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement, dated as of June 15, 2007 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the making and maintenance of the Credit Extensions under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

WHEREAS, it is in the best interests of the Grantor to execute this Security Agreement inasmuch as the Grantor will derive substantial direct and indirect benefits from the Credit Extensions made and maintained from time to time to the Borrower by the Lenders and the Issuer pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Issuer to make and maintain Credit Extensions to the Borrower pursuant to the Credit Agreement and to induce the Secured Parties to enter into Rate Protection Agreements, the Grantor agrees, for the benefit of each Secured Party, 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 (or incorporated by reference) 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

Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Collateral Agent, and grant to the Collateral Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(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 attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 attached 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 Grantor 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 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

**SECTION 3. Security Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent 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 Collateral Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4. Release of Security Interest.** Upon payment in full in cash of all Secured Obligations, the termination or expiry of all Letters of Credit and the termination of all Commitments, the Collateral Agent shall, at the Grantor's expense, execute and deliver to the Grantor 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.** The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent 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 Document, 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. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of an original executed counterpart of this Agreement.

**SECTION 8. GOVERNING LAW.** THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

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DEUTSCHE BANK TRUST COMPANY  
AMERICAS, as Collateral Agent

By: 

Name:

Omayra Laucella

Title:

Vice President

By: 

Name:

Carin Keegan

Title:

Vice President



ATTACHMENT 1  
to Trademark Security Agreement  
(Thrifty, Inc.)

Item A. Trademarks

Registered Trademarks

<u>*Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
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See attached list (Attachment A)

Pending Trademark Applications

<u>*Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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See attached list (Attachment B)

Trademark Applications in Preparation

<u>*Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products Services</u>
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None

Item B. Trademark Licenses

<u>*Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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None

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\* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

**Attachment A to Attachment 1 to Trademark Security Agreement  
Trademarks Owned by Thrifty, Inc.**

**United States of America**

Reg. 1974685	1-800-FOR-CARS
Reg. 2375277	1-800-THRIFTY
Reg. 2609786	1-877-BUY-BLUE
Reg. 2884978	A LIVING BEAGLE (TRUE BLUE)
Reg. 2550112	BE SMART, BUY THRIFTY
Reg. 2237403	BLUE CHIP & DESIGN
Reg. 2216214	BLUE CHIP EXPRESS RENTAL PROGRAM
Reg. 2633039	BLUE DIAMOND
Reg. 2184525	BLUE PRIDE
Reg. 2743243	CLICK AND SAVE
Reg. 2867142	CONNECT THE DOTS
Reg. 2611304	DRIVE YOUR BUSINESS TO THE HIGHEST LEVEL
Reg. 2216213	HONEYMOON DISASTERS
Reg. 840196	MISS THRIFTY
Reg. 2608362	THE COLOR BLUE USED ON BUILDINGS
Reg. 2608363	THE COLOR BLUE USED ON VEHICLES
Reg. 2427743; Reg. 2427742; Reg. 880666; Reg. 986155; Reg. 816350	THRIFTY
Reg. 2240661; Reg. 2477739; Reg. 1570143	THRIFTY & DESIGN
Reg. 1570142	THRIFTY & DESIGN (BLUE)
Reg. 1570141	THRIFTY & DESIGN (COLOR)
Reg. 2427731	THRIFTY & DESIGN ELONGATE BLUE
Reg. 1566277; Reg. 1572308	THRIFTY CAR RENTAL & DESIGN
Reg. 1570144	THRIFTY CAR RENTAL & DESIGN (BLUE)
Reg. 2575433	THRIFTY CAR RENTAL ON A BLUE BACKGROUND
Reg. 2856276; Reg. 2571205	THRIFTY CARE
Reg. 2398617	THRIFTY CERTIFIED
Reg. 2805641	THRIFTY UNIVERSITY
Reg. 2580130	THRIFTY.COM LOGO
Reg. 2428452; Reg. 2875496	TRUE BLUE
Reg. 2227162	TRUE BLUE PRIDE
Reg. 3205746	VALUE IS OUR DOMAIN

**Canada**

Reg. TMA619,815	THRIFTY & DESIGN (COLOR)
Reg. TMA495867	1-800-FOR-CARS
Reg. TMA497734	ALL-IN VACATION
Reg. TMA502780	BEST OF ALL, ITS THRIFTY
Reg. TMA525,536	BLUE CHIP & DESIGN (WITH SHADOW)

Reg. TMA478455

Reg. TMA473264

Reg. TMA409131

Reg. TMA532,928

Reg. TMA483650

Reg. TMA369875

Reg. TMA159645

Reg. TMA565,653

Reg. TMA498274

Reg. TMA361,194

Reg. TMA372222

HISTORICALLY KNOWN FOR LOW RATES

LE WEEK-END TOUT COMPRIS

TARC & DESIGN

TEAM SPIRIT - ESPRIT D'EQUIPE & DESIGN

THE ALL-IN-WEEKEND

THE NO SMOKING CAR & DESIGN

THRIFTY

THRIFTY

THRIFTY (ON-LINE)

THRIFTY LOCATION D'AUTOS

THRIFTY LOGO

**Attachment B to Attachment I to Trademark Security Agreement  
Trademark Applications of Thrifty, Inc.**

**United States of America**

App. 77/148,875

App. 77/082,963

App. 77/081,157

App. 77/114,393

App. 77/032,227

App. 77/194,803

App. 77/132,102

**Iraq**

App. 45013

BEYOND LUXURY

DRIVEWISE

GET A TITLE WITHOUT A FIGHT

THE FRANCHISE WITHOUT THE FACTORY

THRIFTY AUTO LOAN

THRIFTY AUTO LOAN Logo

TRIPSAVER

THRIFTY (WORD)