

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas		02/16/2012	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Thrifty, Inc.
Street Address:	World Headquarters
Internal Address:	PO Box 35250
City:	Tusla
State/Country:	OKLAHOMA
Postal Code:	74153
Entity Type:	CORPORATION: OKLAHOMA

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	3863487	TIMESAVER
Registration Number:	3863485	THRIFTY TIMESAVER
Registration Number:	3817621	CLICK AND SAVE
Registration Number:	3479510	WILD CAR
Registration Number:	3496723	BEYOND LUXURY
Registration Number:	3375745	THRIFTY AUTO LOAN
Registration Number:	3410099	BEYOND LUXURY
Registration Number:	3389631	TRIPSAVER
Registration Number:	3355175	THE FRANCHISE WITHOUT THE FACTORY
Registration Number:	3340743	GET A TITLE WITHOUT A FIGHT
Registration Number:	3319278	THRIFTY AUTO LOAN
Registration Number:	3205746	VALUE IS OUR DOMAIN
Registration Number:	2875496	TRUE BLUE

OP \$1115.00 3863487

Registration Number:	2805641	THRIFTY UNIVERSITY
Registration Number:	2609786	1-877-BUY-BLUE
Registration Number:	2550112	BE SMART, BUY THRIFTY
Registration Number:	2856276	THRIFTY CARE
Registration Number:	2571205	THRIFTY CARE
Registration Number:	2867142	CONNECT THE DOTS
Registration Number:	2743243	CLICK AND SAVE
Registration Number:	2580130	THRIFTY.COM
Registration Number:	2575433	THRIFTY CAR RENTAL
Registration Number:	2477739	THRIFTY
Registration Number:	2428452	TRUE BLUE
Registration Number:	2375277	1-800-THRIFTY
Registration Number:	2398617	THRIFTY CERTIFIED
Registration Number:	2608363	
Registration Number:	2608362	
Registration Number:	2216214	BLUE CHIP EXPRESS RENTAL PROGRAM
Registration Number:	2237403	BLUE CHIP
Registration Number:	2427743	THRIFTY
Registration Number:	2427742	THRIFTY
Registration Number:	2427731	THRIFTY
Registration Number:	1974685	1-800-FOR-CARS
Registration Number:	1570144	THRIFTY CAR RENTAL
Registration Number:	1566277	THRIFTY CAR RENTAL
Registration Number:	1572308	THRIFTY CAR RENTAL
Registration Number:	1570143	THRIFTY
Registration Number:	1570142	THRIFTY
Registration Number:	1570141	THRIFTY
Registration Number:	0986155	THRIFTY
Registration Number:	0880666	THRIFTY
Registration Number:	0840196	MISS THRIFTY
Registration Number:	0816350	THRIFTY

CORRESPONDENCE DATA

Fax Number: (212)225-3999
Phone: (212)225-2294
Email: mprunella@cgsh.com

TRADEMARK
REEL: 004719 FRAME: 0494

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

Correspondent Name: Megan Prunella Esq.
Address Line 1: One Liberty Plaza
Address Line 2: Cleary Gottlieb Steen & Hamilton LLP
Address Line 4: New York, NEW YORK 10006

NAME OF SUBMITTER:	Megan Prunella
Signature:	/Megan Prunella/
Date:	02/17/2012

Total Attachments: 5
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of February 10, 2012 ("Release"), is made by DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent ("Collateral Agent") in favor of THRIFTY, INC., an Oklahoma corporation ("Grantor").

WHEREAS, pursuant to the Credit Agreement dated as of June 15, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders, the Collateral Agent, and other parties, the Grantor executed and delivered the Security Agreement dated as of June 15, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Trademark Security Agreement dated as of June 15, 2007 ("Trademark Security Agreement") and Supplemental Trademark Security Agreement dated as of August 16, 2010 ("Supplemental Security Agreement", collectively with the Trademark Security Agreement, the "IP Security Agreements"), and the Lenders and the Issuer extended Commitments to make Credit Extensions to the Borrower in connection with execution of the Security Agreement and Trademark Security Agreement;

WHEREAS, pursuant to the Security Agreement and IP Security Agreements, Grantor mortgaged, pledged, and hypothecated to Collateral Agent, and granted to Collateral Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the Trademark Collateral and Additional Trademark Collateral; and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on June 22, 2007 at Reel 3566 Frame 0446 and the Supplemental Trademark Security Agreement was recorded at the USPTO on August 16, 2010 at Reel 4265 Frame 0424.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent, on behalf of itself and each Secured Party, and Grantor (the "parties") agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement (including by incorporation) or IP Security Agreements.

SECTION 2. Termination and Release. Collateral Agent, on behalf of itself and each Secured Party, hereby (except for clause (c), in which case the Collateral Agent as to itself only):

(a) absolutely, unconditionally and irrevocably terminates the IP Security Agreements, and any other agreement under which Grantor has granted a collateral mortgage, pledge, hypothecation, grant, assignment, lien, or security interest in, to, and under the Trademark Collateral and Additional Trademark Collateral, provided, that notwithstanding the foregoing, nothing herein shall be deemed to terminate or otherwise impair those expense reimbursement, indemnification or other provisions of the IP Security Agreements and any other agreement which by their express terms survive the repayment of the Loans and the termination of such agreements;

(b) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under the Trademark Collateral and Additional Trademark Collateral, including the foregoing listed on Schedule A attached hereto;

(c) represents and warrants that it has full authority to execute and deliver this Release; and


(d) authorizes and requests the Director of Patents and Trademarks of the United States of America to record this Release.


[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Collateral Agent, on behalf of itself and each Secured Party, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent

By: 
Name: Evelyn Thierry
Title: Director


By: _____
Name: Erin Morrissey
Title: Director

Schedule A

**U.S. Trademarks Subject to Security Interest
Granted by Thrifty, Inc.
In Favor of Deutsche Bank Trust Company Americas, as Collateral Agent
Recorded August 16, 2010 at Reel 4265 Frame 0424**

Registered Marks

Mark	Registration No.	Registration Date
TIMESAVER and Design	3863487	10/19/10
THRIFTY TIMESAVER and Design	3863485	10/19/10
CLICK AND SAVE	3817621	07/31/10
WILD CAR	3479510	08/05/08
BEYOND LUXURY	3496723	09/02/08
THRIFTY AUTO LOAN	3375745	01/29/08
BEYOND LUXURY	3410099	04/08/08
TRIPSAVER	3389631	02/26/08
THE FRANCHISE WITHOUT THE FACTORY	3355175	12/18/07
GET A TITLE WITHOUT A FIGHT	3340743	11/20/07
THRIFTY AUTO LOAN	3319278	10/23/07

**U.S. Trademarks Subject to Security Interest
Granted by Thrifty, Inc.
In Favor of Deutsche Bank Trust Company Americas, as Collateral Agent
Recorded June 22, 2007 at Reel 3566 Frame 0446**

Registered Marks

Mark	Registration No.	Registration Date
VALUE IS OUR DOMAIN	3205746	02/06/07
THRIFTY AUTO LOAN	3375745	01/29/08
BEYOND LUXURY	3410099	04/08/08
TRIPSAVER	3389631	02/26/08
THE FRANCHISE WITHOUT THE FACTORY	3355175	12/18/07
GET A TITLE WITHOUT A FIGHT	3340743	11/20/07
THRIFTY AUTO LOAN	3319278	10/23/07
TRUE BLUE	2875496	08/17/04
THRIFTY UNIVERSITY	2805641	01/13/04
1-877-BUY-BLUE	2609786	08/20/02
BE SMART, BUY THRIFTY	2550112	03/19/02
THRIFTY CARE	2856276	06/22/04
THRIFTY CARE	2571205	05/21/02
CONNECT THE DOTS	2867142	07/27/04
CLICK AND SAVE	2743243	07/29/03
THRIFTY.COM	2580130	06/11/02
THRIFTY CAR RENTAL and Design	2575433	06/04/02
THRIFTY and Design	2477739	08/14/01
TRUE BLUE	2428452	02/13/01
1-800-THRIFTY	2375277	08/08/00
THRIFTY CERTIFIED	2398617	10/24/00
Design only	2608363	08/20/02
Design only	2608362	08/20/02
BLUE CHIP EXPRESS RENTAL PROGRAM	2216214	01/05/99

Mark	Registration No.	Registration Date
BLUE CHIP and Design	2237403	04/06/99
THRIFTY	2427743	02/13/01
THRIFTY	2427742	02/13/01
THRIFTY	2427731	02/13/01
1-800-FOR-CARS	1974685	05/21/96
THRIFTY CAR RENTAL	1570144	12/05/89
THRIFTY CAR RENTAL	1566277	11/14/89
THRIFTY CAR RENTAL and Design	1572308	12/19/89
THRIFTY	1570143	12/05/89
THRIFTY	1570142	12/05/89
THRIFTY and Design	1570141	12/05/89
THRIFTY	0986155	06/11/74
THRIFTY	0880666	11/11/69
MISS THRIFTY	0840196	12/05/67
THRIFTY	0816350	10/04/96