

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:	Dollar Thrifty Automotive Group, Inc.		
Street Address:	5310 E. 31st Street		
City:	Tulsa		
State/Country:	OKLAHOMA		
Postal Code:	74153		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2998789	VALUE EVERY TIME	
Registration Number:	2044962	SHOOTING STARS	
Registration Number:	2062058	NEIGHBORS TOGETHER	
CORRESPONDENCE DATA			
Fax Number:	(212)225-3999		
Phone:	(212) 225-2294		
Email:	mprunella@cgsh.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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: 3 source=Dollar Thrifty Release#page1.tif source=Dollar Thrifty Release#page2.tif source=Dollar Thrifty Release#page3.tif	

**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 DOLLAR THRIFTY AUTOMOTIVE GROUP, INC., a Delaware 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 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 Trademark Security Agreement, 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

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on June 22, 2007 at Reel 3566 Frame 0423.

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 Trademark Security Agreement.

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 Trademark Security Agreement, 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, provided, that notwithstanding the foregoing, nothing herein shall be deemed to terminate or otherwise impair those expense reimbursement, indemnification or other provisions of the Trademark Security Agreement 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, including the foregoing listed on Schedule A attached hereto;

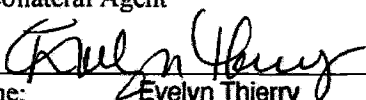
(c) represents and warrants that it has full authority to execute and deliver this Release; and

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

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 Dollar Thrifty Automotive Group, Inc.
In Favor of Deutsche Bank Trust Company Americas, as Collateral Agent
Recorded June 22, 2007 at Reel 3566 Frame 0423**

Registered Marks

Mark	Registration No.	Registration Date
VALUE EVERY TIME	2998789	09/20/05
SHOOTING STARS and Design	2044962	03/11/97
NEIGHBORS TOGETHER and Design	2062058	05/13/97