

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dollar Thrifty Automotive Group, Inc.		02/16/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	800 Fifth Avenue, Floor 17		
Internal Address:	WA1-501-17-32		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98104		
Entity Type:	national banking association: UNITED STATES		
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:	(919)416-8328		
Phone:	9192868041		
Email:	pto_tmconfirmation@mvalaw.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:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	017625-4744 JES		

OP \$90.00 2998789

NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	02/20/2012
Total Attachments: 4 source=NGSI-T Dollar Thrifty#page1.tif source=NGSI-T Dollar Thrifty#page2.tif source=NGSI-T Dollar Thrifty#page3.tif source=NGSI-T Dollar Thrifty#page4.tif	

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

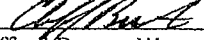
Ladies and Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of February 16, 2012 (as the same may be amended, modified, restated or supplemented from time to time, the "Security Agreement") by and among the Grantors from time to time party thereto (each an "Grantor" and collectively, the "Grantors") and Bank of America, N.A., as Administrative Agent (the "Administrative Agent") for the Secured Parties referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the registered trademarks, exclusive trademark licenses and trademark applications set forth on Schedule 1 attached hereto (the "Trademark Collateral") to the Administrative Agent for the ratable benefit of the Secured Parties, provided that no security interest has been granted or attached to any such Trademark Collateral if and for so long as the grant of such security interest or attachment would have impaired the validity of enforceability or would have resulted in the abandonment or termination of such Trademark Collateral; and provided further that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation, unenforceability or termination shall be remedied.

The undersigned Grantor and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the Trademark Collateral (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark, trademark license or trademark application.

Very truly yours,

DOLLAR THRIFTY AUTOMOTIVE GROUP,
INC., a Delaware Corporation

By: 
Name: H. Clifford Buster, III
Title: Senior Executive Vice President,
Chief Financial Officer and Treasurer

DOLLAR THRIFTY AUTOMOTIVE GROUP, INC.
NOTICE OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK
REEL: 004719 FRAME: 0851

Acknowledged and Accepted:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 

Name: 

Title: 

DOLLAR THRIFTY AUTOMOTIVE GROUP, INC.
NOTICE OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK
REEL: 004719 FRAME: 0852

Schedule 1

**Dollar Thrifty Automotive Group, Inc.
(Delaware Corporation)**

U.S. Trademarks

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

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