

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A., as Administrative Agent		11/19/2012	National Banking Association: UNITED STATES

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Dollar Thrifty Automotive Group, Inc.
<b>Street Address:</b>	5310 E. 31st Street
<b>City:</b>	Tulsa
<b>State/Country:</b>	OKLAHOMA
<b>Postal Code:</b>	74153
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>PROPERTY NUMBERS Total: 3</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2998789	VALUE EVERY TIME
Registration Number:	2044962	SHOOTING STARS
Registration Number:	2062058	NEIGHBORS TOGETHER

<b>CORRESPONDENCE DATA</b>	
Fax Number:	2122253999
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	2122252294
Email:	mprunella@cgsh.com
Correspondent Name:	Megan Prunella
Address Line 1:	One Liberty Plaza
Address Line 4:	New York, NEW YORK 10006

<b>NAME OF SUBMITTER:</b>	Megan Prunella
<b>Signature:</b>	/Megan Prunella/

OP \$90.00 2998789

Date:

11/19/2012

**Total Attachments: 3**

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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of November 19, 2012 ("Release"), is made by Bank of America, N.A., as Administrative Agent ("Administrative Agent") in favor of Dollar Thrifty Automotive Group, Inc. ("Grantor").

**WHEREAS**, pursuant to that certain Security Agreement dated as of February 16, 2012 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Grantors party thereto and the Administrative Agent, each Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, continuing lien upon, and a right to set off against, any and all right, title and interest of such Grantor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

**WHEREAS**, pursuant to the Security Agreement, Grantor executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks dated as of February 16, 2012 ("Notice"); and

**WHEREAS**, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on February 20, 2012 at Reel 4719 Frame 0848.

**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, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

**SECTION 2. Termination and Release.** Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse except as expressly provided herein, hereby:

(a) absolutely, unconditionally and irrevocably terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to, and right to set off against, the right, title, and interest in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including, but not limited to, the foregoing listed on Schedule A attached hereto;

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

(c) authorizes the recordation of this Release with the USPTO at Grantor's expense.

**SECTION 3. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of New York.

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

Administrative Agent:

Bank of America, N.A., as Administrative Agent

By:   
Name: Tiffany Shin  
Title: Assistant Vice President

**Schedule A**

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

**U.S. Trademarks**

**Registered Marks**

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