

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Thrifty, Inc.		02/22/2013	CORPORATION: OKLAHOMA

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch, as Collateral Agent and Administrative Agent under the Term Credit Agreement
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	licensed branch of Deutsche Bank AG, a German corporation: GERMANY

PROPERTY NUMBERS Total: 49

Property Type	Number	Word Mark
Registration Number:	3205746	VALUE IS OUR DOMAIN
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:	2875496	TRUE BLUE
Registration Number:	2805641	THRIFTY UNIVERSITY

TRADEMARK

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:	2240661	THRIFTY
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:	986155	THRIFTY
Registration Number:	880666	THRIFTY
Registration Number:	840196	MISS THRIFTY
Registration Number:	816350	THRIFTY
Registration Number:	4156571	TRY IT BEFORE YOU BUY IT
Registration Number:	4180861	BUY LIKE AN INSIDER. GO STRAIGHT TO THE OUTLET.
Registration Number:	4206737	DRIVEWISE
Serial Number:	85764920	LEAVE YOUR CAR, LEAVE YOUR WORRIES.

TRADEMARK

REEL: 004964 FRAME: 0856

Fax Number:

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

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	035017-0013
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	02/22/2013

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, this “Agreement”), dated as of February 22, 2013, is entered into by **THRIFTY, INC.**, an Oklahoma corporation (the “Additional Granting Party”) in favor of **DEUTSCHE BANK AG NEW YORK BRANCH** (“DBNY”), as Collateral Agent and Administrative Agent for the banks and other financial institutions (the “Lenders”) from time to time parties to the Credit Agreement, dated as of March 11, 2011 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or successor agreements, the “Term Credit Agreement”), among The Hertz Corporation, DBNY and the other parties thereto.

WHEREAS, under the Term Credit Agreement, the Lenders have made extensions of credit to the Parent Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Term Credit Agreement requires the Additional Granting Party to become a party to the Term Guarantee and Collateral Agreement (as defined below);

WHEREAS, the Additional Granting Party has entered into an assumption agreement acknowledged by DBNY, dated as of February 22, 2013 (the “Assumption Agreement”) pursuant to which the Additional Granting Party became a Granting Party under the Guarantee and Collateral Agreement, dated as of March 11, 2011 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the “Term Guarantee and Collateral Agreement”) and expressly assumed all obligations and liabilities of a Guarantor, Grantor and Pledgor thereunder; and

WHEREAS, under the terms of the Term Guarantee and Collateral Agreement, the Additional Granting Party has granted to the Collateral Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks, and has agreed to execute this Agreement for recording with the United States Patent and Trademark Office (the “PTO”).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Additional Granting Party and the Secured Parties hereby agree as follows:

SECTION 1. DEFINED TERMS.

1.1 Capitalized terms not otherwise defined herein, have the meanings set forth in the Term Credit Agreement or the Term Guarantee and Collateral Agreement, as applicable.

1.2 “Trademarks” all of the Additional Granting Party’s right, title and interest in and to all United States trademarks, service marks, trade names, trade dress or other indicia of trade origin or business identifiers, trademark and service mark registrations, and applications for trademark or service mark registrations (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed, it being understood and agreed that the carve out in this parenthetical shall be applicable only if and for so long as a grant of a security interest in such intent to use application would invalidate or otherwise jeopardize the Additional Granting Party’s rights therein), and any renewals thereof, including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements or dilutions thereof, (ii) all

income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements or dilutions thereof), and (iii) all other rights corresponding thereto and all other rights of any kind whatsoever of the Additional Granting Party accruing thereunder or pertaining thereto in the United States, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin or business identifiers.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARKS. Subject to the terms of the Term Credit Agreement and the Term Guarantee and Collateral Agreement, the Additional Granting Party hereby grants, subject to existing licenses to use the Trademarks granted by such Grantor in the ordinary course of business, to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of such Grantor, including, without limitation, the Trademarks listed on Schedule A hereto, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor.

SECTION 3. PURPOSE. This Agreement has been executed and delivered by the Additional Granting Party for the purpose of recording the grant of a security interest with the PTO. This Agreement is expressly subject to the terms and conditions of the Term Guarantee and Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Term Guarantee and Collateral Agreement, the terms of the Term Guarantee and Collateral Agreement shall control in all respects.

SECTION 4. RECORDATION. The Additional Granting Party authorizes and requests that the applicable government officer in the PTO record this Agreement.

SECTION 5. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the provisions of the Term Guarantee and Collateral Agreement.

SECTION 6. GENERAL.

6.1 Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

6.2 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Secured Parties and the Additional Granting Party and their respective successors and assigns.

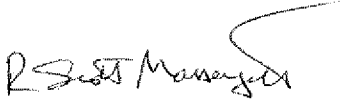
6.3 Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed page to this Agreement by facsimile transmission or other customary means of electronic transmission (including "pdf") shall be effective as delivery of a manually signed counterpart of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

THRIFTY, INC.

By: _____



Name: R. Scott Massengill

Title: Assistant Treasurer

[Signature Page to TL Trademark Security Agreement –Thrifty, Inc.]

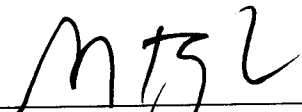
TRADEMARK
REEL: 004964 FRAME: 0860

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent and Administrative Agent

By:  _____

Name: **Erin Morrissey** _____

Title: **Director** _____

By:  _____

Name: **Marcus W. Tarkington** _____

Title: **Director** _____

SCHEDULE A

**Thrifty, Inc.
(Oklahoma Corporation)**

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
VALUE IS OUR DOMAIN	3205746	02/06/07
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 and Design	3496723	09/02/08
THRIFTY AUTO LOAN and Design	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 and Design	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
THRIFTY and Design	2240661	04/20/99
Design only	2608363	08/20/02
Design only	2608362	08/20/02
BLUE CHIP EXPRESS RENTAL PROGRAM	2216214	01/05/99
BLUE CHIP and Design	2237403	04/06/99
THRIFTY	2427743	02/13/01

Mark	Registration No.	Registration Date
THRIFTY	2427742	02/13/01
THRIFTY and Design	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
TRY IT BEFORE YOU BUY IT and Design	4156571	06/12/12
BUY LIKE AN INSIDER. GO STRAIGHT TO THE OUTLET.	4180861	07/24/12
DRIVEWISE	4206737	09/11/12

Applications

Mark	Application No.	Application Date
LEAVE YOUR CAR, LEAVE YOUR WORRIES.	85764920	10/26/2012