

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390135

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|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Termination and Release of Security Interest in Trademarks (Releases RF 4968/0695) |
| SEQUENCE: | 7 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|---|
| Deutsche Bank AG, New York Branch, as Administrative Agent and Collateral Agent | | 06/30/2016 | NEW YORK BRANCH OF A BANK ORGANIZED AND EXISTING UNDER THE LAWS OF GERMANY: GERMANY |

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: 7147558290

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

Phone: 714-540-1235

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: | 049133-0157 |
| NAME OF SUBMITTER: | Anna T Kwan |
| SIGNATURE: | /atk/ |
| DATE SIGNED: | 07/01/2016 |

Total Attachments: 9

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of June 30, 2016 (the "Termination and Release"), from **DEUTSCHE BANK AG, NEW YORK BRANCH** ("Agent"), as Administrative Agent and Collateral Agent for the several banks and other financial institutions that are parties to the ABL Credit Agreement (as defined below), to **CINELEASE, INC., DOLLAR RENT A CAR, INC., DOLLAR THRIFTY AUTOMOTIVE GROUP, INC., DONLEN CORPORATION, THRIFTY, LLC, THE HERTZ CORPORATION, HERC RENTALS, INC.** (f/k/a Hertz Equipment Rental Corporation), **HERTZ CLAIM MANAGEMENT CORPORATION** and **HERTZ SYSTEM, INC.** (each, a "Grantor").

WHEREAS, under the U.S. Guarantee and Collateral Agreement, dated as of March 11, 2011 (the "ABL Guarantee and Collateral Agreement"), the Grantors granted to the Agent, for the ratable benefit of the Secured Parties (as defined therein), a security interest (the "Security Interest") in certain property, including the Trademarks (as defined below) applied for or registered with the U.S. Patent and Trademark Office (the "PTO") set forth on the schedules hereto;

WHEREAS, the grant of the Security Interest in the Trademarks was evidenced by (i) the Trademark Security Agreement, dated as of March 11, 2011, among the Agent, The Hertz Corporation, Hertz Equipment Rental Corporation, Hertz Claim Management Corporation and Hertz System Inc., (ii) the Trademark Security Agreement, dated as of March 30, 2012, between the Agent and Cinelease, Inc., (iii) the Trademark Security Agreement, dated as of February 22, 2013, between the Agent and Dollar Rent A Car, Inc., (iv) the Trademark Security Agreement, dated as of February 22, 2013, between the Agent and Dollar Thrifty Automotive Group, Inc., (v) the Trademark Security Agreement, dated as of January 19, 2012, between the Agent and Donlen Corporation, (vi) the Trademark Security Agreement, dated as of February 22, 2013, between the Agent and Thrifty, Inc. (the security agreements identified in the subclauses (i)-(vi), collectively the "Security Agreements");

WHEREAS, the Security Agreements were recorded in the Trademark Division of the PTO on the Reels and Frames listed on schedules hereto; and

WHEREAS, the Agent desires to terminate and release the entirety of its Security Interest in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks pursuant to the ABL Guarantee and Collateral Agreement, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the parties hereto agree as follows:

SECTION 1. DEFINED TERMS.

1.1 Capitalized terms not otherwise defined herein have the meanings set forth in the Credit Agreement, dated as of March 11, 2011, among Hertz Equipment Rental Corporation, The Hertz Corporation, the Canadian Borrowers, the Lenders party thereto from time to time, the Agent, and certain other parties as named therein (as amended, supplemented or otherwise modified from time to time, the "ABL Credit Agreement") or the ABL Guarantee and Collateral Agreement, as applicable.

1.2 "Trademarks" shall mean all of the Grantors' United States and foreign 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 Grantor's rights therein) (including, but not limited to, the trademarks listed on the schedules hereto), 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 thereof), and (iii) all other rights corresponding thereto and all other rights of any kind whatsoever of such Grantor 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. RELEASE OF SECURITY INTEREST. The Agent hereby terminates, releases and discharges its Security Interest in the Trademarks, and any right, title or interest of the Agent in the Trademarks shall hereby cease and become void.

SECTION 3. RECORDATION. Each Grantor hereby authorizes and requests that the Commissioner of Trademarks of the United States record this Termination and Release with the PTO.

SECTION 4. FURTHER ASSURANCES. The Agent shall execute and deliver to the Grantors all further releases and other documents (including, without limitation, Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of the Security Interest in the Trademarks.

SECTION 5. GENERAL.

5.1 Governing Law. **THIS TERMINATION AND RELEASE 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, WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS.

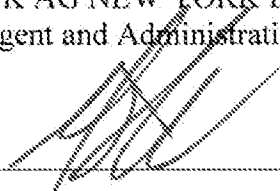
5.2 Successors and Assigns. This Termination and Release shall be binding upon and inure to the benefit of the Agent and Grantors and their respective successors and assigns.

5.3 Counterparts. This Termination and Release 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 Termination and Release by facsimile transmission or other customary means of electronic transmission (including "pdf") shall be effective as delivery of a manually signed counterpart of this Termination and Release.

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

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

By: 
Name: _____
Title: Michael Shannon
Vice President

By: 
Name: _____
Title: Peter Cucchiara
Vice President

SCHEDULE

**Owner: Hertz System, Inc.
Reel/Frame No. 4499/0604**

| Trademark | Reg. No. | Reg. Date | Status |
|--|-----------------|------------------|---------------|
| HERTZ | 614,123 | 10/11/1955 | Registered |
| HERTZ PUTS YOU IN THEDRIVER'S SEAT | 759,388 | 10/29/1963 | Registered |
| LET HERTZ PUT YOU IN THE DRIVER'S SEAT | 759,390 | 10/29/1963 | Registered |
| HERTZ & Design | 965,773 | 8/7/1973 | Registered |
| HERTZ & Design | 972,211 | 11/6/1973 | Registered |
| HERTZ | 1,230,391 | 3/8/1983 | Registered |
| HERTZ TRUCK RENTAL & Design | 1,239,770 | 5/24/1983 | Registered |
| HERTZ AFFORDABLEEUROPE | 1,286,468 | 7/17/1984 | Registered |
| THE #1 WAY TO RENT A CAR | 1,361,049 | 9/17/1985 | Registered |
| EXPRESS RETURN | 1,367,222 | 10/22/1985 | Registered |
| HERTZ | 1,733,621 | 11/17/1992 | Registered |
| HERTZ #1 RATES | 1,787,080 | 8/10/1993 | Registered |
| HERTZ LEISURE RATE | 1,789,677 | 8/24/1993 | Registered |
| HERTZ NEVER LOST & Design | 2,037,578 | 2/11/1997 | Registered |
| HERTZ LOCAL EDITION | 2,226,787 | 2/23/1999 | Registered |
| HERTZ | 2,237,037 | 4/6/1999 | Registered |
| HERTZ #1 AWARDS | 2,257,216 | 6/29/1999 | Registered |
| HERTZ ISLANDER GOLD | 2,321,406 | 2/22/2000 | Registered |
| WE'LL COME AND GET YOU | 2,329,934 | 3/14/2000 | Registered |
| NEVERLOST | 2,340,337 | 4/11/2000 | Registered |
| FIVE STAR | 2,770,981 | 10/7/2003 | Registered |
| HERTZ | 2,830,130 | 4/6/2004 | Registered |
| DRIVE THE WORLD & Design | 2,888,742 | 9/28/2004 | Registered |
| HERTZDATALINK | 2,936,867 | 3/29/2005 | Registered |
| RENT WISELY | 2,963,392 | 6/21/2005 | Registered |
| ALQUILE INTELIGENTE | 3,082,790 | 4/18/2006 | Registered |
| NEVERLOST | 3,148,203 | 9/26/2006 | Registered |
| HERTZ NEVERLOST | 3,126,595 | 8/8/2006 | Registered |
| HERTZ NEVERLOST & Design | 3,162,136 | 10/24/2006 | Registered |
| THE HERTZ #1 CLUB | 1,091,096 | 5/9/1978 | Registered |
| HERTZ #1 CLUB GOLD | 1,579,481 | 1/23/1990 | Registered |
| HERTZ #1 CLUB GOLD SERVICE | 1,583,987 | 2/20/1990 | Registered |
| AMERICA'S WHEELS | 1,653,911 | 8/13/1991 | Registered |
| HERTZ NEVERLOST | 1,996,150 | 8/20/1996 | Registered |
| HERTZ #1 CLUB PLATINUM | 2,526,088 | 1/1/2002 | Registered |
| EHERTZ | 2,550,483 | 3/19/2002 | Registered |
| HERTZ #1 CLUB EXPRESS | 2,587,952 | 7/2/2002 | Registered |
| HERTZLINK | 2,628,626 | 10/1/2002 | Registered |
| PRESIDENT'S CIRCLE | 2,856,180 | 6/22/2004 | Registered |
| Design | 815,190 | 9/13/1966 | Registered |
| HERTZ FUN COLLECTION | 3,248,660 | 5/29/2007 | Registered |
| SIMPLYWHEELZ | 3,419,594 | 4/29/2008 | Registered |
| SIMPLY WHEELZ | 3,419,634 | 4/29/2008 | Registered |
| SIMPLY WHEELZ BY HERTZ | 3,412,542 | 4/15/2008 | Registered |
| SIMPLY WHEELZ BY HERTZ | 3,415,460 | 4/22/2008 | Registered |
| FUN COLLECTION | 3,257,183 | 6/26/2007 | Registered |

| Trademark | Reg. No. | Reg. Date | Status |
|---------------------------|-----------|-----------|------------|
| WE'RE HERTZ. THEY'RE NOT. | 3,467,029 | 7/15/2008 | Registered |
| HERTZ CONNECT | 3,772,683 | 4/6/2010 | Registered |
| CONNECT BY HERTZ | 3,690,482 | 9/29/2009 | Registered |
| JOURNEY ON | 3,826,293 | 7/27/2010 | Registered |
| HERTZ RENT2BUY | 3,766,548 | 3/30/2010 | Registered |
| HERTZ JOURNEY ON | 3,826,294 | 7/27/2010 | Registered |
| HERTZ EXACTLY | 3,683,029 | 9/15/2009 | Registered |

Owner: The Hertz Corporation
Reel/Frame No. 4499/0678

| Trademark | Reg. No. | Reg. Date | Status |
|--------------------------|-----------|------------|------------|
| #1 EXPRESS | 1,203,953 | 8/3/1982 | Registered |
| HERTZ PLATINUM SERVICE | 1,337,196 | 5/21/1985 | Registered |
| HERTZ CAR SALES & Design | 1,417,030 | 11/11/1986 | Registered |
| STARS | 1,676,057 | 2/18/1992 | Registered |
| STARS & Design | 1,728,014 | 10/27/1992 | Registered |
| HERTZ TECHNOLOGIES | 2,587,596 | 7/2/2002 | Registered |
| HERTZ | 2,709,052 | 4/22/2003 | Registered |
| HERTZ CAR SALES | 2,768,863 | 9/30/2003 | Registered |
| HERTZ | 2,830,131 | 4/6/2004 | Registered |


Owner: Herc Rentals, Inc. (f/k/a Hertz Equipment Rental Corporation)
Reel/Frame No. 4499/0689

| Trademark | Reg. No. | Reg. Date | Status |
|--|-----------|------------|------------|
| HERTZ | 750,300 | 5/28/1963 | Registered |
| HERTZ & Design | 750,299 | 5/28/1963 | Registered |
| HERC | 1,609,358 | 8/7/1990 | Registered |
| HERTZ EQUIPMENT RENTAL | 2,013,590 | 11/5/1996 | Registered |
| DESIGN MARK | 3,131,552 | 8/22/2006 | Registered |
| SERVICE PUMP & COMPRESSOR | 3,052,099 | 1/31/2006 | Registered |
| WHEN THE JOB REQUIRES MORE THAN A TOOLBELT | 3,341,434 | 11/20/2007 | Registered |
| E-SERVICE PROGRAM | 3,895,655 | 12/21/2010 | Registered |
| 1 ST CALL STUDIO EQUIPMENT | 3,533,322 | 11/8/2008 | Registered |
| RIGHTIGHT | 3,681,163 | 9/8/2009 | Registered |
| E-SP | 4080388 | 1/3/2012 | Registered |
| E-SERVICES PROGRAM | 3960620 | 5/17/2011 | Registered |

Owner: Hertz Claim Management Corporation
Reel/Frame No. 4499/0726

| Trademark | Reg. No. | Reg. Date | Status |
|-----------|-----------|-----------|------------|
| HCM | 1,966,589 | 4/9/1996 | Registered |

Owner: Cinelease, Inc.
Reel/Frame No. 4750/0522

| Trademark | Reg. No. | Reg. Date | Status |
|---|----------|-----------|------------|
|  | 3602021 | 4/7/2009 | Cancelled |
| CINELEASE | 3602022 | 4/7/2009 | Registered |

Owner: Dollar Rent A Car Inc.
Reel/Frame No. 4968/0702

| Mark | Registration No. | Registration Date |
|---|------------------|-------------------|
| DOLLAR DIVIDENDS | 3304461 | 10/02/07 |
| GREAT RATES! GOOD CALL. | 3105179 | 06/13/06 |
| DOLLAR EXPRESS | 3021985 | 11/29/05 |
| DOLLAR EXPRESS RENTER REWARDS | 3230530 | 04/17/07 |
| DOLLAR EXPRESS | 3021940 | 11/29/05 |
| HOME OF OUR LOWEST RATES | 3005071 | 10/04/05 |
| RAPID RENTAL and Design | 3863484 | 10/19/10 |
| DOLLAR RAPID RENTAL and Design | 3872656 | 11/09/10 |
| FASTLANE | 3861959 | 10/12/10 |
| DAILY DIVIDENDS | 3542242 | 12/02/08 |
| ROADSAFE | 3395601 | 03/11/08 |
| STYLESERIES | 3333669 | 11/13/07 |
| DOLLAR | 2326037 | 03/07/00 |
| SILVER DOLLAR CLUB | 2209577 | 12/08/98 |
| DOLLAR RENT A CAR and Design | 2079330 | 07/15/97 |
| DOLLAR RENT A CAR | 2110019 | 10/28/97 |
| DOLLAR and Design | 2245294 | 05/18/99 |
| DOLLAR and Design | 2182755 | 08/18/98 |
| DOLLAR | 2170106 | 06/30/98 |
| DOLLAR MAKES SENSE. | 2024146 | 12/17/96 |
| GREAT DRIVES | 2023133 | 12/17/96 |
| DOLLAR and Design | 1826644 | 03/15/94 |
| DOLLAR | 1825518 | 03/08/94 |
| RIGHT ON THE AIRPORT. RIGHT ON THE MONEY. | 1823254 | 02/22/94 |
| DOLLAR and Design | 1782238 | 07/13/93 |
| DOLLAR and Design | 1768245 | 04/27/93 |
| DOLLAR | 1492628 | 06/14/88 |
| DOLLAR | 1493576 | 06/21/88 |
| DOLLAR | 0948360 | 12/05/72 |
| DOLLAR4BUSINESS and Design | 4244751 | 11/20/12 |

Owner: Dollar Thrifty Automotive Group, Inc.
Reel/Frame No. 4968/0695

| 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 |

Owner: Donlen Corporation
Reel/Frame No. 4703/0241

| Trademark | App. No. | App. Date | Reg. No. | Reg. Date | Status |
|---------------------------------|-----------|-----------|-----------|------------|------------|
| FLEETWEB (U.S.) | 752614056 | 3/21/97 | 2,406,561 | 11/21/2000 | Registered |
| SAFE-LEASE | 75195523 | 12/12/96 | 2,089,394 | 08/19/1997 | Registered |
| DONLEN CORPORATION | 76614740 | 10/4/04 | 3,033,780 | 12/27/2005 | Registered |
| DonlenDriver | 76618604 | 12/1/04 | 3,075,313 | 04/04/2006 | Registered |
| NATIONAL AUCTION INDEX | 78741966 | 10/27/05 | 3,152,396 | 10/03/2006 | Registered |
| LIFECYCLE OPTIMIZATION TOOLS | 78789722 | 1/11/06 | 3,379,494 | 02/05/2008 | Registered |
| DONLEN GREENKEY | 77427199 | 3/20/08 | 3,923,546 | 02/22/2011 | Registered |
| GREENKEY | 77547390 | 8/14/08 | 3,920,197 | 02/15/2011 | Registered |
| SAFECARE | 74795617 | 8/15/95 | 2,186,186 | 09/01/1998 | Registered |
| VEHICLE VIEWS | 74674560 | 5/16/95 | 1,968,471 | 06/16/1996 | Registered |
| DC AND DESIGN | 73757658 | 10/14/98 | 1,553,212 | 08/22/1989 | Registered |
| WE'RE CHANGING THE WAY YOU WORK | 76515600 | 5/20/2003 | 2,868,738 | 08/03/2004 | Registered |
| FRIDAYFLEET | 77884146 | 12/20/08 | 3,817,970 | 07/03/2010 | Registered |
| FLEETS FOR CHANGE | 85282339 | 3/31/11 | N/A | N/A | Pending |

Owner: Thrifty, LLC
Reel/Frame No. 4964/0792

| 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 |

| Mark | Registration No. | Registration Date |
|--|------------------|-------------------|
| 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 |
| 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 |
| LEAVE YOUR CAR, LEAVE YOUR WORRIES. | 4360715 | 07/02/13 |