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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM390794 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: TRADEMARK SECURITY AGREEMENT (TERM CREDIT AGREEMENT)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DOLLAR THRIFTY AUTOMOTIVE GROUP, INC.		06/30/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	BARCLAYS BANK PLC, AS COLLATERAL AGENT AND ADMINISTRATIVE AGENT
Street Address:	745 SEVENTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Public Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark		
Registration Number:	2062058	NEIGHBORS TOGETHER		
Registration Number:	2044962	SHOOTING STARS		

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.

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1:650 Town Center Drive, Suite 2000Address Line 4:Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	039269-0443
NAME OF SUBMITTER:	KRISTIN J AZCONA
SIGNATURE:	/KJA/
DATE SIGNED:	07/08/2016

Total Attachments: 16

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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 "<u>Agreement</u>"), dated as of June 30, 2016, is entered into by each of the undersigned (each, a "<u>Grantor</u>") in favor of **BARCLAYS BANK PLC** ("<u>Barclays</u>"), as Collateral Agent and Administrative Agent for the banks and other financial institutions (the "<u>Lenders</u>") from time to time parties to the Credit Agreement, dated as of the date hereof (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 "<u>Term Credit Agreement</u>"), among The Hertz Corporation, Barclays and the other parties thereto.

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

WHEREAS, it is a condition to the obligation of the Lenders to make their respective extensions of credit under the Term Credit Agreement that the Grantors shall have executed and delivered the Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "Term Guarantee and Collateral Agreement"), in favor of the Collateral Agent for the benefit of the Secured Parties; and

WHEREAS, under the terms of the Term Guarantee and Collateral Agreement, each Grantor 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, Grantors 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" with respect to any Grantor, all of such Grantor'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 Grantor'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 such Grantor accruing thereunder or

1002134413v3 NY\7740626.3 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, each Grantor 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. <u>PURPOSE</u>. This Agreement has been executed and delivered by the Grantors 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. <u>RECORDATION</u>. Each Grantor authorizes and requests that the applicable government officer in the PTO record this Agreement.

SECTION 5. <u>MODIFICATION OF AGREEMENT</u>. 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 <u>Governing Law.</u> 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 <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the Secured Parties and each Grantor and their respective successors and assigns.
- 6.3 <u>Counterparts</u>. 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.

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1002134413v3 NY\7740626.3 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first written above.

HERTZ SYSTEM, INC.

Ву:

Name: Scott Massengill

Title: Treasurer

DONLEN CORPORATION

By:

Name: Scott Massengill

Title: Vice President & Assistant

Treasurer

DOLLAR RENT A CAR, INC.

By:

Name: Scott Massengill

Title: Treasurer

THC - Signature Page - Notice and Confirmation of Security Interest in Trademarks

DOLLAR THRIFTY AUTOMOTIVE

GROUP, INC.

Ву:

Name: Scott Massengill

Title: Treasurer

THRIFTY, LLC (formerly known as

Thrifty, Inc.)

By:

Name: Scott Massengill

Title: Treasurer

THC - Signature Page - Notice and Confirmation of Security Interest in Trademarks

BARCLAYS BANK PLC, as Collateral Agent

Title: Vice President

Trademarks

Trademarks Owned by Hertz System, Inc.

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status
24/7 Clock Logo					
Design in Color	85882591	3/21/2013	4421898	10/22/2013	Registered
3 DAYS TO					
TRY, ZERO					
PRESSURE TO					
BUY	85610841	4/27/2012	4231703	10/23/2012	Registered
ADRENALINE					
COLLECTION	85217027	1/13/2011	4106721	2/28/2012	Registered
AMERICA'S					-
WHEELS	74005885	11/29/1989	1653911	8/13/1991	Registered
BOOK.					
UNLOCK. GO.	86351213	7/29/2014	4856496	11/17/2015	Registered
BUYING A CAR					
MADE BETTER	86539223	2/19/2015	N/A	N/A	Pending
CARFIRMATIO					
N	85493065	12/12/2011	4422468	10/22/2013	Registered
DREAM CAR	76375512	2/26/2002	2677467	1/21/2003	Registered
EHERTZ	75701043	5/6/1999	2550483	3/19/2002	Registered
EXPLORE					
HAWAII	85425833	9/19/2011	4260096	12/18/2012	Registered
EXPRESS FUEL	86729452	8/19/2015	N/A	N/A	Pending
EXPRESS					
RETURN	73519783	1/29/1985	1367222	10/22/1985	Registered
EXPRESSRENT	86272884	5/6/2014	4618979	10/7/2014	Registered
FIREFLY	85817057	1/7/2013	4728094	4/28/2015	Registered
Firefly & Flying					
Car Design	85808766	12/21/2012	4728082	4/28/2015	Registered
FUN					
COLLECTION	78978215	4/20/2005	3257183	6/26/2007	Registered
HERTZ	86810902	11/5/2015	N/A	N/A	Pending
HERTZ	78240462	4/22/2003	2830130	4/6/2004	Registered
HERTZ	78240474	4/22/2003	2830131	4/6/2004	Registered
HERTZ	71657133	11/30/1953	614123	10/11/1955	Registered
HERTZ	85682572	7/20/2012	4337644	5/21/2013	Registered
HERTZ	75071174	2/28/1996	2237037	4/6/1999	Registered
HERTZ #1					<u> </u>
AWARDS	75501009	6/12/1998	2257216	6/29/1999	Registered
HERTZ #1					<u> </u>
CLUB GOLD	73796375	4/28/1989	1579481	1/23/1990	Registered
HERTZ #1					<u> </u>
CLUB GOLD					
SERVICE	73796374	4/28/1989	1583987	2/20/1990	Registered
HERTZ #1					-
CLUB					
PLATINUM	76037974	4/28/2000	2526088	1/1/2002	Registered

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Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status
HERTZ #1					
RATES	74279659	5/29/1992	1787080	8/10/1993	Registered
Hertz (Stylized)	73360120	4/16/1982	1230391	3/8/1983	Registered
HERTZ 24/7	85557187	3/1/2012	4343639	5/28/2013	Registered
HERTZ					-
AFFORDABLE					
EUROPE	73424184	5/2/1983	1286468	7/17/1984	Registered
HERTZ					-
BUSINESS					
REWARDS	85360446	6/30/2011	4211261	9/18/2012	Registered
HERTZ CAR					-
SALES	76405001	5/8/2002	2768863	9/30/2003	Registered
HERTZ CAR					-
SALES	86810935	11/5/2015	N/A	N/A	Pending
Hertz Car Sales in					Č
Black & White					
Rectangles	73583164	2/18/1986	1417030	11/11/1986	Registered
HERTZ CAR					<u> </u>
SALES Logo in					
Color	86810718	11/5/2015	N/A	N/A	Pending
HERTZ					
DEALER					
DIRECT	85600948	4/18/2013	4285289	2/5/2013	Registered
HERTZ DREAM					
CARS	86043878	8/21/2013	4612424	9/30/2014	Registered
HERTZ	000.0070	0,21,2010	.012.12.	3,00,201	1108181111
EXACTLY	77682919	3/4/2009	3683029	9/15/2009	Registered
HERTZ FIVE					
STAR	85601035	4/18/2012	4250096	11/27/2012	Registered
HERTZ FUN					
COLLECTION	78978181	4/20/2005	3248660	5/29/2007	Registered
HERTZ GOLD					6
CHOICE	85241686	2/14/2011	4126673	4/10/2012	Registered
HERTZ GOLD					8
EXPRESS	85278608	3/28/2011	4168951	7/3/2012	Registered
HERTZ GOLD				.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	8
PLUS					
REWARDS	85278618	3/28/2011	4078215	12/27/2011	Registered
HERTZ in					- U
Stylized					
Uppercase	76405097	5/8/2002	2709052	4/22/2003	Registered
Hertz in Yellow					
Horizontal Strip	76702523	4/16/2010	4292510	2/19/2013	Registered
Hertz in Yellow					<u> </u>
Rounded					
Rectangle	76702520	4/16/2010	4295844	2/26/2013	Registered
Hertz in Yellow					<u> </u>
Vertical Strip	76702521	4/16/2010	4292509	2/19/2013	Registered
HERTZ					<i>y</i>
ISLANDER					
GOLD	75641030	2/16/1999	2321406	2/22/2000	Registered
HERTZ					<i>G</i>
KEY2KEY	85100036	8/4/2010	4112574	3/13/2012	Registered
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Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status
HERTZ					
LEISURE RATE	74236023	1/8/1992	1789677	8/24/1993	Registered
HERTZ LOCAL					
EDITION	75347131	8/26/1997	2226787	2/23/1999	Registered
HERTZ					
MOBILITY	87008085	4/20/2016	N/A	N/A	Pending
HERTZ MOVIN'					
WITH MUSIC	85772693	11/6/2012	4426646	10/29/2013	Registered
Hertz NEVER					
LOST Stylized &					
O Stylized	74602122	11/22/1994	2037578	2/11/1997	Registered
HERTZ					
NEVERLOST	78698396	8/23/2005	3126595	8/8/2006	Registered
HERTZ					
NEVERLOST	74602123	11/22/1994	1996150	8/20/1996	Registered
Hertz					
NEVERLOST					
With O Stylized	78698423	8/23/2005	3162136	10/24/2006	Registered
HERTZ ON					
DEMAND	85327436	5/23/2011	4098438	2/14/2012	Registered
HERTZ					
PRESIDENT'S					
CIRCLE	85278663	3/28/2011	4187605	8/7/2012	Registered
HERTZ PUTS					
YOU IN THE					
DRIVER'S SEAT	72158972	12/12/1962	759388	10/29/1963	Registered
HERTZ					
RENT2BUY	77765317	6/22/2009	3766548	3/30/2010	Registered
HERTZ SMALL					
BUSINESS ONE	85028566	5/3/2010	4122342	4/3/2012	Registered
HERTZ Stylized					
on Yellow					
Trapezoid					
(Streamline)	86288666	5/22/2014	4691285	2/24/2015	Registered
HERTZ					
ULTIMATE					
CHOICE	86896412	2/3/2016	N/A	N/A	Pending
HERTZ VALUE					
LEASE	85543127	2/15/2012	4306542	3/19/2013	Registered
Hertz With					
Stippling &	74150102	2/22/1001	1722621	11/17/1002	D 1
Dropped Shadow	74150193	3/22/1991	1733621	11/17/1992	Registered
Horatio Cartoon					
Character With					
Letter h - Front	95240212	2/22/2011	4511060	4/9/2014	Danistand
View	85249312	2/23/2011	4511069	4/8/2014	Registered
IN LIFE,					
YOU'RE					
EITHER THE					
GAS OR THE	05365000	2/14/2011	4220722	10/22/2012	Dagistanad
BRAKE	85265889	3/14/2011	4230722	10/23/2012	Registered
JOURNEY ON	77773668	7/2/2009	3826293	7/27/2010	Registered
KEY2KEY	85099996	8/4/2010	4112573	3/13/2012	Registered

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status
LET HERTZ					
PUT YOU IN					
THE DRIVER'S					
SEAT	72158975	12/12/1962	759390	10/29/1963	Registered
LIVING					
JOURNEY	85448979	10/17/2011	4444337	12/3/2013	Registered
MY EXPLORE	85425846	9/19/2011	4300002	3/12/2013	Registered
NEVERLOST	75579857	10/30/1998	2340337	4/11/2000	Registered
NEVERLOST	78698353	8/23/2005	3148203	9/26/2006	Registered
PRESIDENT'S					
CIRCLE	75917172	2/11/2000	2856180	6/22/2004	Registered
RENT					
SPONTANEOUS					
LY	85360861	6/30/2011	4121023	4/3/2012	Registered
RENT WISELY	78405618	4/21/2004	2963392	6/21/2005	Registered
THE #1 WAY					
TO RENT A					
CAR	73489360	7/11/1984	1361049	9/17/1985	Registered
THE BRAKE	85265883	3/14/2011	4230721	10/23/2012	Registered
THE GAS	85265877	3/14/2011	4230720	10/23/2012	Registered
THE HERTZ #1					
CLUB	73132269	6/29/1977	1091096	5/9/1978	Registered
TRAVELING AT					
THE SPEED OF					
HERTZ	85510489	1/6/2012	4306423	3/19/2013	Registered
ULTIMATE					
CHOICE	86896371	2/3/2016	N/A	N/A	Pending
VRAC	85860347	2/26/2013	4539436	5/27/2014	Registered
WE'LL COME					
AND GET YOU	75728578	6/15/1999	2329934	3/14/2000	Registered
WE'RE HERTZ.					
THEY'RE NOT.	77333856	11/20/2007	3467029	7/15/2008	Registered
Yellow					
Parallelogram	72193672	5/18/1964	815190	9/13/1966	Registered
HERTZ			3772683		
CONNECT	77587299	10/7/08		4/6/10	Registered
HERTZ					
JOURNEY ON	77773685	7/2/09	3826294	7/27/10	Registered
HERTZ	73/459,166	12/30/1983	1,337,196	5/21/1985	Registered
PLATINUM					
SERVICE		0/10/1007	1 117 000	11444000	
HERTZ CAR	583,164	2/18/1986	1,417,030	11/11/1986	Registered
SALES & Design	701111210	10/5/2000	2.50=.505	7/2/2002	
HERTZ	76/141,249	10/5/2000	2,587,596	7/2/2002	Registered
TECHNOLOGIE					
S	761405 007	5/0/2002	2.700.052	4/22/2002	Decise
HERTZ	76/405,097	5/8/2002	2,709,052	4/22/2003	Registered
HERTZ	78/240,474	4/22/2003	2,830,131	4/6/2004	Registered
HERTZ#1 CLUB GOLD			48476	9/30/01	REGISTERED PR
SIMPLY WHEELZ			74099	8/9/07	REGISTERED PR
SIMPLY WHEELZ			74097	8/9/07	REGISTERED PR
BY HERTZ		1			

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status
SIMPLY WHEELZ			74098	8/9/07	REGISTERED PR
BY HERTZ					

Trademarks Owned by Donlen Corporation

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Classes	Status
FLEETWEB (U.S.)	752614056	3/21/97	2,406,561	11/21/2000	25, 39	Registered
SAFE-LEASE	75195523	12/12/96	2,089,394	08/19/1997	39	Registered
DONLEN	76614740	10/4/04	3,033,780	12/27/2005	35, 39	Registered
CORPORATION						
DonlenDriver	76618604	12/1/04	3,075,313	04/04/2006	35, 38	Registered
NATIONAL	78741966	10/27/05	3,152,396	10/03/2006	35	Registered
AUCTION INDEX						
LIFECYCLE	78789722	1/11/06	3,379,494	02/05/2008	42	Registered
OPTIMIZATION						
TOOLS						
DONLEN	77427199	3/20/08	3,923,546	02/22/2011	9, 42	Registered
GREENKEY						
GREENKEY	77547390	8/14/08	3,920,197	02/15/2011	9, 42	Registered
SAFECARE	74795617	8/15/95	2,186,186	09/01/1998	16	Registered
VEHICLE VIEWS	74674560	5/16/95	1,968,471	06/16/1996	16	Registered
DC AND DESIGN	73757658	10/14/98	1,553,212	08/22/1989	35, 39	Registered
WE'RE	76515600	5/20/2003	2,868,738	08/03/2004	35, 39	Registered
CHANGING THE						
WAY YOU WORK						
FRIDAYFLEET	77884146	12/20/08	3,817,970	07/03/2010	41	Registered
FLEETS FOR CHANGE	85282339	3/31/11	4095655	2/7/12		Registered
TDE 4.0. FOCUS	7700074	12/21/00	4125000	5440		
IDEAS. FOCUS. SOLUTIONS.	77898374	12/21/09	4135900	5/1/12		Registered
MODEL. MEASURE.	85541454	2/13/12	4326781	4/30/13		Registered
MANAGE.						
SHOPCOMPANYCARS	85696500	8/6/12	4456727	12/24/13		Registered
						Supplemental Register
VEHICLE	85618904	5/7/12	4337466	5/21/13		Registered
OPTIMIZATION						Section 2(F)
MODEL						

Trademarks Owned by Dollar Rent A Car, Inc.

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Classes	Status
DAILY DIVIDENDS	77/444234	4/9/2008	3542242	12/2/2008	35	Registered
DOLLAR	72/403630	9/27/1971	948360	12/5/1972	100	Registered
DOLLAR	73/691617	10/26/1987	1492628	6/14/1988	39	Registered
DOLLAR	74/402731	6/18/1993	1825518	3/8/1994	39	Registered
DOLLAR	75/126035	6/27/1996	2170106	6/30/1998	42	Registered
DOLLAR	75/626483	1/25/1999	2326037	3/7/2000	39	Registered
DOLLAR & Logo						Registered
(B&W)	75/126237	6/27/1996	2182755	8/18/1998	42	_
DOLLAR & Logo						Registered
(B&W)	74/161770	4/29/1991	1782238	7/13/1993	39	
DOLLAR & Logo						Registered
(Color)	75/126242	6/27/1996	2245294	5/18/1999	35	
DOLLAR & Logo						Registered
(Color)	74/161769	4/29/1991	1768245	4/27/1993	39	
DOLLAR & Logo						Registered
(Color)	74/402732	6/18/1993	1826644	3/15/1994	39	

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Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Classes	Status
DOLLAR (Stylized)	73/687371	10/1/1987	1493576	6/21/1988	39	Registered
DOLLAR 4BUSINESS						Registered
& Logo (Color)	85/516199	1/13/2012	4244751	11/20/2012	39	
DOLLAR EXPRESS	78/379451	3/5/2004	3021940	11/29/2005	39	Registered
DOLLAR EXPRESS						Registered
RENTER REWARDS	78/379461	3/5/2004	3230530	4/17/2007	39	
DOLLAR Logo						Registered
EXPRESS & Lines						
Design in Color	86488882	12/23/2014	4794096	8/18/2015	39	
DOLLAR MAKES						Registered
SENSE.	75/067836	3/5/1996	2024146	12/17/1996	39	
DOLLAR RENT A CAR	75/148667	8/12/1996	2110019	10/28/1997	39	Registered
DOLLAR RENT A CAR						Registered
& Logo (Color) & Truck						
Design	75/156741	8/27/1996	2079330	7/15/1997	39	
GREAT DRIVES	74/685653	6/8/1995	2023133	12/17/1996	39	Registered
GREAT RATES!						Registered
GOOD CALL.	78/531686	12/13/2004	3105179	6/13/2006	39	
HOME OF OUR						Registered
LOWEST RATES	78/375332	2/27/2004	3005071	10/4/2005	39	
RAPID RENTAL &						Registered
Arrows in Color	77/952392	3/6/2010	3863484	10/19/2010	39	
RIGHT ON THE						Registered
AIRPORT. RIGHT ON						
THE MONEY.	74/392895	5/20/1993	1823254	2/22/1994	39	
ROADSAFE	77/132027	3/15/2007	3395601	3/11/2008	37	Registered
SILVER DOLLAR						Registered
CLUB	75/209644	12/6/1996	2209577	12/8/1998	39	
DOLLAR EXPRESS	78388369	3/22/04	3021985	8/18/15		Registered
DOLLAR RAPID						REGISTERED
RENTAL	77952390	3/6/10	3872656	11/9/10		
FASTLANE	77857570	10/26/09	3861959	10/12/10		REGISTERED
Projection, analysis,						REGISTERED
staffing & scheduling						
system			TX5089381	09/23/99		

Trademarks Owned by Dollar Thrifty Automotive Group, Inc.

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Classes	Status
Neighbors						Registered
Together &						
Silhouettes of						
Men in Color	74/695306	6/29/1995	2062058	5/13/1997	36	
SHOOTING						Registered
STARS (Stylized)						
& Bullet Design	74/706053	7/26/1995	2044962	3/11/1997	41	

Trademarks Owned by Thrifty, LLC (f/k/a Thrifty, Inc.)

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status
1-800-FOR-CARS	74/600472	11/18/1994	1974685	5/21/1996	Registered
1-800-THRIFTY	75/802728	9/20/1999	2375277	8/8/2000	Registered
1-877-BUY-BLUE	76/343137	11/30/2001	2609786	8/20/2002	Registered

DE CMARE DINA					D 1 . 1
BE SMART, BUY	76/200405	0/12/2001	2550112	2/10/2002	Registered
THRIFTY	76/298495	8/13/2001	2550112	3/19/2002	
BLUE CHIP & Stylized					Registered
Seal With Shadow in				1154000	
Color	75/245413	2/21/1997	2237403	4/6/1999	
BLUE CHIP EXPRESS					Registered
RENTAL PROGRAM	75/376105	10/20/1997	2216214	1/5/1999	
BUY LIKE AN					Registered
INSIDER. GO					
STRAIGHT TO THE					
OUTLET.	85/429305	9/22/2011	4180861	7/24/2012	
DRIVEWISE	85/195083	12/10/2010	4206737	9/11/2012	Registered
GET A TITLE					Registered
WITHOUT A FIGHT	77/081157	1/11/2007	3340743	11/20/2007	
LEAVE YOUR CAR,					Registered
LEAVE YOUR					-
WORRIES.	85/764920	10/26/2012	4360715	7/2/2013	
MISS THRIFTY	72/228759	9/27/1965	840196	12/5/1967	Registered
SMARTBIZ	85/951448	6/5/2013	4465967	1/14/2014	Registered
SMARTBUSINESS	85/951473	6/5/2013	4465970	1/14/2014	Registered
The Color Blue Used on	03/7311/3	0/3/2013	1103570	1/11/2011	Registered
Buildings Design	75/377453	10/22/1997	2608362	8/20/2002	Registered
The Color Blue Used on	131311433	10/22/1997	2006,302	6/20/2002	Registered
	75/377466	10/22/1997	2608363	8/20/2002	Registered
Vehicles Design	73/37/400	10/22/1997	2006303	8/20/2002	Danistanad
THE FRANCHISE					Registered
WITHOUT THE	77/11/1202	2/22/2007	2255175	12/10/2007	
FACTORY	77/114393	2/23/2007	3355175	12/18/2007	D 1 . 1
THRIFTY	72430414	7/20/1972	986155	6/11/1974	Registered
THRIFTY	75/163475	9/10/1996	2427742	2/13/2001	Registered
THRIFTY	72/315114	12/23/1968	880666	11/11/1969	Registered
THRIFTY	72/228758	9/27/1965	816350	10/4/1966	Registered
THRIFTY	75/163690	9/10/1996	2427743	2/13/2001	Registered
Thrifty (Stylized)	73/629578	11/10/1986	1570143	12/5/1989	Registered
THRIFTY (Stylized)					Registered
(Color)	75/446465	3/9/1998	2240661	4/20/1999	
THRIFTY (Stylized)					Registered
(Color)	73/629577	11/10/1986	1570142	12/5/1989	
Thrifty (Stylized) (Trade					Registered
Dress) (Color)	75/015380	11/6/1995	2427731	2/13/2001	
Thrifty (Stylized) on					Registered
Blue Background					-
(Color)	76/039687	5/3/2000	2477739	8/14/2001	
Thrifty (Stylized) on					Registered
Blue Background					C
(Color)	73/629574	11/10/1986	1570141	12/5/1989	
THRIFTY AUTO					Registered
LOAN	77/032227	10/30/2006	3319278	10/23/2007	<i>5</i>
Thrifty Auto Loan &					Registered
Tire Tread Design	77/194803	5/31/2007	3375745	1/29/2008	
Thrifty Car Rental on a	12 1003	2.21,200,	2270710	2,27,2000	Registered
Blue Background					Registered
(Stylized Color)	76/105373	8/9/2000	2575433	6/4/2002	
Thrifty Car Rental on a	10/10/2/3	01712000	2010700	01712002	Registered
Blue Background					Registeren
(Stylized Color)	73/629579	11/10/1986	1572308	12/19/1989	
(Stylized Color)	131047319	11/10/1700	1512500	14/17/1707	

				Registered
73/629580	11/10/1986	1566277	11/14/1989	
				Registered
73/629581	11/10/1986	1570144	12/5/1989	
76/219611	3/6/2001	2571205	5/21/2002	Registered
75/629753	1/27/1999	2398617	10/24/2000	Registered
				Registered
76/455117	9/30/2002	2805641	1/13/2004	
				Registered
76/143018	10/10/2000	2580130	6/11/2002	
				Registered
77/952401	3/6/2010	3863487	10/19/2010	
77/132102	3/15/2007	3389631	2/26/2008	Registered
				Registered
85/285551	4/4/2011	4156571	6/12/2012	
				Registered
78/845553	3/24/2006	3205746	2/6/2007	
86/031673	8/7/2013	4466601	1/14/2014	Registered
		3817621		Registered
77880423	11/24/09		7/13/10	_
				Registered
	3/6/10	3863485	10/19/10	
75802728		2375277		RENEWED
70215114		0000000	8/8/00	(REGISTERED)
/2315114	12/23/68	0880666		RENEWED (REGISTERED)
			11/11/69	Concurrent Use
77032227	10/30/06	3319278		REGISTERED
76105070	0.10.100	2575 122	10/23/07	DEVENTED
/61053/3	8/9/00	2575433	6/4/02	RENEWED (REGISTERED)
	73/629581 76/219611 75/629753 76/455117 76/143018 77/952401 77/132102 85/285551 78/845553 86/031673 77880423 77952398 75802728 72315114	73/629581 11/10/1986 76/219611 3/6/2001 75/629753 1/27/1999 76/455117 9/30/2002 76/143018 10/10/2000 77/952401 3/6/2010 77/132102 3/15/2007 85/285551 4/4/2011 78/845553 3/24/2006 86/031673 8/7/2013 77880423 11/24/09 77952398 3/6/10 75802728 9/20/99 72315114 12/23/68 77032227 10/30/06	73/629581 11/10/1986 1570144 76/219611 3/6/2001 2571205 75/629753 1/27/1999 2398617 76/455117 9/30/2002 2805641 76/143018 10/10/2000 2580130 77/952401 3/6/2010 3863487 77/132102 3/15/2007 3389631 85/285551 4/4/2011 4156571 78/845553 3/24/2006 3205746 86/031673 8/7/2013 4466601 77880423 11/24/09 77952398 3/6/10 3863485 75802728 2375277 9/20/99 72315114 12/23/68 0880666 77032227 10/30/06 3319278	73/629581 11/10/1986 1570144 12/5/1989 76/219611 3/6/2001 2571205 5/21/2002 75/629753 1/27/1999 2398617 10/24/2000 76/455117 9/30/2002 2805641 1/13/2004 76/143018 10/10/2000 2580130 6/11/2002 77/952401 3/6/2010 3863487 10/19/2010 77/132102 3/15/2007 3389631 2/26/2008 85/285551 4/4/2011 4156571 6/12/2012 78/845553 3/24/2006 3205746 2/6/2007 86/031673 8/7/2013 4466601 1/14/2014 77880423 11/24/09 7/13/10 77952398 3/6/10 3863485 10/19/10 75802728 2375277 8/8/00 72315114 12/23/68 0880666 11/11/69 11/11/69 76105373 8/9/00 2575433

Trademark Licenses

Hertz System Inc. grants, in the ordinary course of business, to its licensees a non-exclusive license to use certain HERTZ marks in the business of renting and leasing cars and trucks.

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RECORDED: 07/08/2016