

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM434145

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HERTZ SYSTEM, INC.		06/06/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS NOTE COLLATERAL AND TRUSTEE		
<b>Street Address:</b>	1 INDEPENDENT DRIVE, SUITE 620		
<b>City:</b>	JACKSONVILLE		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32202		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 97</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1417030	HERTZ CAR SALES	
<b>Serial Number:</b>	85882591	24/7	
<b>Serial Number:</b>	85610841	3 DAYS TO TRY, ZERO PRESSURE TO BUY	
<b>Serial Number:</b>	85217027	ADRENALINE COLLECTION	
<b>Serial Number:</b>	74005885	AMERICA'S WHEELS	
<b>Serial Number:</b>	86351213	BOOK. UNLOCK. GO.	
<b>Serial Number:</b>	86539223	BUYING A CAR MADE BETTER	
<b>Serial Number:</b>	85493065	CARFIRMATION	
<b>Serial Number:</b>	76375512	DREAM CAR	
<b>Serial Number:</b>	75701043	EHERTZ	
<b>Serial Number:</b>	85425833	EXPLORE HAWAII	
<b>Serial Number:</b>	86729452	EXPRESS FUEL	
<b>Serial Number:</b>	73519783	EXPRESS RETURN	
<b>Serial Number:</b>	86272884	EXPRESSRENT	
<b>Serial Number:</b>	85817057	FIREFLY	
<b>Serial Number:</b>	85808766	FIREFLY	
<b>Serial Number:</b>	87266507	FUEL RETURNING + REFUELING. MADE EASY.	
<b>Serial Number:</b>	78978215	FUN COLLECTION	
<b>Serial Number:</b>	86810902	HERTZ	
<b>TRADEMARK</b>			

OP \$2440.00 1417030

Property Type	Number	Word Mark
Serial Number:	78240462	HERTZ
Serial Number:	78240474	HERTZ
Serial Number:	71657133	HERTZ
Serial Number:	85682572	HERTZ
Serial Number:	75071174	HERTZ
Serial Number:	75501009	HERTZ #1 AWARDS
Serial Number:	73796375	HERTZ #1 CLUB GOLD
Serial Number:	73796374	HERTZ #1 CLUB GOLD SERVICE
Serial Number:	76037974	HERTZ #1 CLUB PLATINUM
Serial Number:	74279659	HERTZ #1 RATES
Serial Number:	73360120	HERTZ
Serial Number:	85557187	HERTZ 24/7
Serial Number:	73424184	HERTZ AFFORDABLE EUROPE
Serial Number:	85360446	HERTZ BUSINESS REWARDS
Serial Number:	76405001	HERTZ CAR SALES
Serial Number:	86810935	HERTZ CAR SALES
Serial Number:	73583164	HERTZ CAR SALES
Serial Number:	86810718	HERTZ CAR SALES
Serial Number:	85600948	HERTZ DEALER DIRECT
Serial Number:	86043878	HERTZ DREAM CARS
Serial Number:	77682919	HERTZ EXACTLY
Serial Number:	85601035	HERTZ FIVE STAR
Serial Number:	78978181	HERTZ FUN COLLECTION
Serial Number:	85241686	HERTZ GOLD CHOICE
Serial Number:	85278608	HERTZ GOLD EXPRESS
Serial Number:	85278618	HERTZ GOLD PLUS REWARDS
Serial Number:	76405097	HERTZ
Serial Number:	76702523	HERTZ
Serial Number:	76702520	HERTZ
Serial Number:	76702521	HERTZ
Serial Number:	75641030	HERTZ ISLANDER GOLD
Serial Number:	85100036	HERTZ KEY2KEY
Serial Number:	74236023	HERTZ LEISURE RATE
Serial Number:	75347131	HERTZ LOCAL EDITION
Serial Number:	85772693	HERTZ MOVIN' WITH MUSIC
Serial Number:	74602122	HERTZ NEVER LOST
Serial Number:	78698396	HERTZ NEVERLOST
Serial Number:	74602123	HERTZ NEVERLOST

Property Type	Number	Word Mark
Serial Number:	78698423	HERTZ NEVER LOST
Serial Number:	85327436	HERTZ ON DEMAND
Serial Number:	87345568	HERTZ ON DEMAND
Serial Number:	87345699	HERTZ ON DEMAND
Serial Number:	85278663	HERTZ PRESIDENT'S CIRCLE
Serial Number:	72158972	HERTZ PUTS YOU IN THE DRIVER'S SEAT
Serial Number:	77765317	HERTZ RENT2BUY
Serial Number:	85028566	HERTZ SMALL BUSINESS ONE
Serial Number:	86288666	HERTZ
Serial Number:	86896412	HERTZ ULTIMATE CHOICE
Serial Number:	85543127	HERTZ VALUE LEASE
Serial Number:	74150193	HERTZ
Serial Number:	85249312	H
Serial Number:	85265889	IN LIFE, YOU'RE EITHER THE GAS OR THE BR
Serial Number:	77773668	JOURNEY ON
Serial Number:	85099996	KEY2KEY
Serial Number:	72158975	LET HERTZ PUT YOU IN THE DRIVER'S SEAT
Serial Number:	85448979	LIVING JOURNEY
Serial Number:	85425846	MY EXPLORE
Serial Number:	75579857	NEVERLOST
Serial Number:	78698353	NEVERLOST
Serial Number:	75917172	PRESIDENT'S CIRCLE
Serial Number:	85360861	RENT SPONTANEOUSLY
Serial Number:	78405618	RENT WISELY
Serial Number:	73489360	THE #1 WAY TO RENT A CAR
Serial Number:	87193864	THE BEST PART OF THE TRIP
Serial Number:	85265883	THE BRAKE
Serial Number:	85265877	THE GAS
Serial Number:	73132269	THE HERTZ #1 CLUB
Serial Number:	85510489	TRAVELING AT THE SPEED OF HERTZ
Serial Number:	86896371	ULTIMATE CHOICE
Serial Number:	87338765	ULTIMATE SERIES
Serial Number:	85860347	VRAC
Serial Number:	75728578	WE'LL COME AND GET YOU
Serial Number:	77333856	WE'RE HERTZ. THEY'RE NOT.
Serial Number:	72193672	
Serial Number:	77587299	HERTZ CONNECT
Serial Number:	77773685	HERTZ JOURNEY ON

Property Type	Number	Word Mark
Serial Number:	73459166	HERTZ PLATINUM SERVICE
Serial Number:	76141249	HERTZ TECHNOLOGIES

**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, 20TH FLOOR

**Address Line 4:** COSTA MESA, CALIFORNIA 92626

**ATTORNEY DOCKET NUMBER:** 022411-1220

**NAME OF SUBMITTER:** KRISTIN J AZCONA

**SIGNATURE:** /kja/

**DATE SIGNED:** 07/07/2017

**Total Attachments: 14**

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## SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT** (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, this “Agreement”), dated as of June 6, 2017, is entered into by each of the undersigned (each, a “Grantor”) in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION** (“Wells Fargo”), as Note Collateral Agent and Trustee pursuant to the Indenture, dated as of the date hereof, among The Hertz Corporation, a Delaware corporation (the “Company”), Wells Fargo Bank, National Association and the other parties thereto.

**WHEREAS**, pursuant to that certain Indenture, dated as of June 6, 2017 (as supplemented and amended by the First Supplemental Indenture, dated as of June 6, 2017, among the Grantors and Wells Fargo and as further 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 “Indenture”), among the Company, the Subsidiary Guarantors (as defined therein) and Wells Fargo, as trustee and note collateral agent on behalf of the Holders, the Company has issued senior secured second priority notes (collectively, with any other Additional Notes (as defined in the Indenture) that may in the future be issued under the Indenture, the “Notes”);

**WHEREAS**, it is a condition to the issuance of Notes under the Indenture that the Grantors shall have executed and delivered the Collateral Agreement, dated as of the date hereof (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the “Collateral Agreement”), in favor of the Note Collateral Agent for the benefit of the Secured Parties; and

**WHEREAS**, under the terms of the Collateral Agreement, each Grantor has granted to the Note Collateral Agent for the benefit of the Secured Parties a second lien 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 Indenture or the 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 in the United States 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. GRANT OF SECURITY INTEREST IN TRADEMARKS. Subject to the terms of the Indenture and the 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 Note Collateral Agent, for the benefit of the Secured Parties, a second lien 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 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 Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Collateral Agreement, the terms of the Collateral Agreement shall control in all respects.

SECTION 4. RECORDATION. Each Grantor 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 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 each Grantor 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.

SECTION 7. INTERCREDITOR AGREEMENT. Section 3.4 of the Collateral Agreement shall apply to this Agreement *mutatis mutandis*.

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

[SIGNATURE PAGES PROVIDED SEPARATELY]

HERTZ SYSTEM, INC.

By: 

Name: R. Scott Massengill

Title: Treasurer

DONLEN CORPORATION

By: 

Name: R. Scott Massengill

Title: Vice President and Assistant Treasurer

DOLLAR RENT A CAR, INC.

By: 

Name: R. Scott Massengill

Title: Treasurer

DOLLAR THRIFTY AUTOMOTIVE GROUP, INC.

By: 

Name: R. Scott Massengill

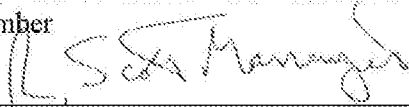
Title: Treasurer



THRIFTY, LLC

By: DOLLAR THRIFTY AUTOMOTIVE GROUP, INC.,  
its Member

By:



Name: R. Scott Massengill

Title: Treasurer

WELLS FARGO BANK, NATIONAL  
ASSOCIATION,  
as Note Collateral Agent

By: 

Name:

Title:

Yana Kislenko  
Vice President

[Signature Page – Notice of Confirmation of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 006100 FRAME: 0462**

**SCHEDULE A**

Trademarks

**Trademarks Owned by Hertz System, Inc.**

<b>Trademark</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Status</b>
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
CARFIRMATION	85493065	12/12/2011	4422468	10/22/2013	Registered
DREAM CAR	76375512	2/26/2002	2677467	1/21/2003	Registered
HERTZ	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 AWARDS	75501009	6/12/1998	2257216	6/29/1999	Registered
HERTZ #1 CLUB GOLD	73796375	4/28/1989	1579481	1/23/1990	Registered
HERTZ #1 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

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 Black & White Rectangles	73583164	2/18/1986	1417030	11/11/1986	Registered
HERTZ CAR 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 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 CHOICE	85241686	2/14/2011	4126673	4/10/2012	Registered
HERTZ GOLD EXPRESS	85278608	3/28/2011	4168951	7/3/2012	Registered
HERTZ GOLD PLUS REWARDS	85278618	3/28/2011	4078215	12/27/2011	Registered
HERTZ in 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 Rounded Rectangle	76702520	4/16/2010	4295844	2/26/2013	Registered
Hertz in Yellow Vertical Strip	76702521	4/16/2010	4292509	2/19/2013	Registered
HERTZ ISLANDER GOLD	75641030	2/16/1999	2321406	2/22/2000	Registered
HERTZ KEY2KEY	85100036	8/4/2010	4112574	3/13/2012	Registered

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 & Dropped Shadow	74150193	3/22/1991	1733621	11/17/1992	Registered
Horatio Cartoon Character With Letter h - Front View	85249312	2/23/2011	4511069	4/8/2014	Registered
IN LIFE, YOU'RE EITHER THE GAS OR THE 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 CONNECT	77587299	10/7/08	3772683	4/6/10	Registered
HERTZ JOURNEY ON	77773685	7/2/09	3826294	7/27/10	Registered
HERTZ PLATINUM SERVICE	73/459,166	12/30/1983	1,337,196	5/21/1985	Registered
HERTZ CAR SALES & Design	583,164	2/18/1986	1,417,030	11/11/1986	Registered
HERTZ TECHNOLOGIE S	76/141,249	10/5/2000	2,587,596	7/2/2002	Registered
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 BY HERTZ			74097	8/9/07	REGISTERED PR

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

**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 CORPORATION	76614740	10/4/04	3,033,780	12/27/2005	35, 39	Registered
DonlenDriver	76618604	12/1/04	3,075,313	04/04/2006	35, 38	Registered
NATIONAL AUCTION INDEX	78741966	10/27/05	3,152,396	10/03/2006	35	Registered
LIFECYCLE OPTIMIZATION TOOLS	78789722	1/11/06	3,379,494	02/05/2008	42	Registered
DONLEN GREENKEY	77427199	3/20/08	3,923,546	02/22/2011	9, 42	Registered
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 CHANGING THE WAY YOU WORK	76515600	5/20/2003	2,868,738	08/03/2004	35, 39	Registered
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
IDEAS. FOCUS. SOLUTIONS.	77898374	12/21/09	4135900	5/1/12		Registered
MODEL. MEASURE. MANAGE.	85541454	2/13/12	4326781	4/30/13		Registered
SHOPCOMPANYCARS	85696500	8/6/12	4456727	12/24/13		Registered Supplemental Register
VEHICLE OPTIMIZATION MODEL	85618904	5/7/12	4337466	5/21/13		Registered Section 2(F)

**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 (B&W)	75/126237	6/27/1996	2182755	8/18/1998	42	Registered
DOLLAR & Logo (B&W)	74/161770	4/29/1991	1782238	7/13/1993	39	Registered
DOLLAR & Logo (Color)	75/126242	6/27/1996	2245294	5/18/1999	35	Registered
DOLLAR & Logo (Color)	74/161769	4/29/1991	1768245	4/27/1993	39	Registered
DOLLAR & Logo (Color)	74/402732	6/18/1993	1826644	3/15/1994	39	Registered

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 & Logo (Color)	85/516199	1/13/2012	4244751	11/20/2012	39	Registered
DOLLAR EXPRESS	78/379451	3/5/2004	3021940	11/29/2005	39	Registered
DOLLAR EXPRESS RENTER REWARDS	78/379461	3/5/2004	3230530	4/17/2007	39	Registered
DOLLAR Logo EXPRESS & Lines Design in Color	86488882	12/23/2014	4794096	8/18/2015	39	Registered
DOLLAR MAKES SENSE.	75/067836	3/5/1996	2024146	12/17/1996	39	Registered
DOLLAR RENT A CAR	75/148667	8/12/1996	2110019	10/28/1997	39	Registered
DOLLAR RENT A CAR & Logo (Color) & Truck Design	75/156741	8/27/1996	2079330	7/15/1997	39	Registered
GREAT DRIVES	74/685653	6/8/1995	2023133	12/17/1996	39	Registered
GREAT RATES! GOOD CALL.	78/531686	12/13/2004	3105179	6/13/2006	39	Registered
HOME OF OUR LOWEST RATES	78/375332	2/27/2004	3005071	10/4/2005	39	Registered
RAPID RENTAL & Arrows in Color	77/952392	3/6/2010	3863484	10/19/2010	39	Registered
RIGHT ON THE AIRPORT. RIGHT ON THE MONEY.	74/392895	5/20/1993	1823254	2/22/1994	39	Registered
ROADSAFE	77/132027	3/15/2007	3395601	3/11/2008	37	Registered
SILVER DOLLAR CLUB	75/209644	12/6/1996	2209577	12/8/1998	39	Registered
DOLLAR EXPRESS	78388369	3/22/04	3021985	8/18/15		Registered
DOLLAR RAPID RENTAL	77952390	3/6/10	3872656	11/9/10		REGISTERED
FASTLANE	77857570	10/26/09	3861959	10/12/10		REGISTERED
Projection, analysis, staffing & scheduling system			TX5089381	09/23/99		REGISTERED

### Trademarks Owned by Dollar Thrifty Automotive Group, Inc.

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

### 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



BE SMART, BUY THRIFTY	76/298495	8/13/2001	2550112	3/19/2002	Registered
BLUE CHIP & Stylized Seal With Shadow in Color	75/245413	2/21/1997	2237403	4/6/1999	Registered
BLUE CHIP EXPRESS RENTAL PROGRAM	75/376105	10/20/1997	2216214	1/5/1999	Registered
BUY LIKE AN INSIDER. GO STRAIGHT TO THE OUTLET.	85/429305	9/22/2011	4180861	7/24/2012	Registered
DRIVEWISE	85/195083	12/10/2010	4206737	9/11/2012	Registered
GET A TITLE WITHOUT A FIGHT	77/081157	1/11/2007	3340743	11/20/2007	Registered
LEAVE YOUR CAR, LEAVE YOUR WORRIES.	85/764920	10/26/2012	4360715	7/2/2013	Registered
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 Buildings Design	75/377453	10/22/1997	2608362	8/20/2002	Registered
The Color Blue Used on Vehicles Design	75/377466	10/22/1997	2608363	8/20/2002	Registered
THE FRANCHISE WITHOUT THE FACTORY	77/114393	2/23/2007	3355175	12/18/2007	Registered
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) (Color)	75/446465	3/9/1998	2240661	4/20/1999	Registered
THRIFTY (Stylized) (Color)	73/629577	11/10/1986	1570142	12/5/1989	Registered
Thrifty (Stylized) (Trade Dress) (Color)	75/015380	11/6/1995	2427731	2/13/2001	Registered
Thrifty (Stylized) on Blue Background (Color)	76/039687	5/3/2000	2477739	8/14/2001	Registered
Thrifty (Stylized) on Blue Background (Color)	73/629574	11/10/1986	1570141	12/5/1989	Registered
THRIFTY AUTO LOAN	77/032227	10/30/2006	3319278	10/23/2007	Registered
Thrifty Auto Loan & Tire Tread Design	77/194803	5/31/2007	3375745	1/29/2008	Registered
Thrifty Car Rental on a Blue Background (Stylized Color)	76/105373	8/9/2000	2575433	6/4/2002	Registered
Thrifty Car Rental on a Blue Background (Stylized Color)	73/629579	11/10/1986	1572308	12/19/1989	Registered

Thrifty Car Rental Stylized	73/629580	11/10/1986	1566277	11/14/1989	Registered
Thrifty Car Rental Stylized (Color)	73/629581	11/10/1986	1570144	12/5/1989	Registered
THRIFTY CARE	76/219611	3/6/2001	2571205	5/21/2002	Registered
THRIFTY CERTIFIED	75/629753	1/27/1999	2398617	10/24/2000	Registered
THRIFTY UNIVERSITY	76/455117	9/30/2002	2805641	1/13/2004	Registered
Thrifty.com & Squarish Design (Stylized)	76/143018	10/10/2000	2580130	6/11/2002	Registered
TIMESAVER & Stopwatch Design in Color	77/952401	3/6/2010	3863487	10/19/2010	Registered
TRIPSAVER	77/132102	3/15/2007	3389631	2/26/2008	Registered
TRY IT before you BUY IT & Circles & Exclamation Point Designs	85/285551	4/4/2011	4156571	6/12/2012	Registered
VALUE IS OUR DOMAIN	78/845553	3/24/2006	3205746	2/6/2007	Registered
WILD CARD	86/031673	8/7/2013	4466601	1/14/2014	Registered
CLICK AND SAVE	77880423	11/24/09	3817621	7/13/10	Registered
THRIFTY TIMESAVER	77952398	3/6/10	3863485	10/19/10	Registered
1-800-THRIFTY	75802728	9/20/99	2375277	8/8/00	RENEWED (REGISTERED)
THRIFTY	72315114	12/23/68	0880666	11/11/69	RENEWED (REGISTERED) Concurrent Use
THRIFTY AUTO LOAN	77032227	10/30/06	3319278	10/23/07	REGISTERED
THRIFTY CAR RENTAL	76105373	8/9/00	2575433	6/4/02	RENEWED (REGISTERED)

### 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.