

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																													
NATURE OF CONVEYANCE:	SECURITY INTEREST																																													
CONVEYING PARTY DATA																																														
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TRADEMARK
REEL: 003416 FRAME: 0581

Registration Number:	1522866	AVIS LUBE FAST OIL CHANGE CENTER
Registration Number:	1528583	AVIS LUBE FAST OIL CHANGE CENTER
Registration Number:	1011004	AVIS NEWS
Registration Number:	1660119	AVIS
Registration Number:	0967829	WE TRY HARDER
Registration Number:	1681462	WE TRY HARDER.
Registration Number:	1531500	DRIVEN FOR DEPENDABILITY
Registration Number:	1712287	RENTSAVERS
Registration Number:	1071131	AVIS
Registration Number:	2090750	WEATHERFAX
Registration Number:	0924856	WIZARD
Registration Number:	1459480	ZAP
Registration Number:	2224857	SATELLITE GUIDANCE
Registration Number:	2479902	RENTCONTROL
Registration Number:	2656604	PREFERRED
Registration Number:	2538416	AVIS INTERACTIVE
Registration Number:	2503759	NEW DIRECTIONS FOR A MOBILE WORLD
Registration Number:	2873325	-ER
Registration Number:	2734517	WE TRY HARD-ER
Registration Number:	2833760	WE TRY HARD-ER.
Registration Number:	2814594	AVIS CORPORATE AWARDS PROGRAM
Registration Number:	3013854	AVIS ESCAPE RATES
Registration Number:	3012375	DRIVE FREE
Serial Number:	78496780	EZFUEL
Serial Number:	78815572	CLUB RED
Serial Number:	78840887	AVIS CARES
Serial Number:	78840889	AVIS CARES

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-7609

Email: ksolomon@stblaw.com

Correspondent Name: Kirstie Howard, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

TRADEMARK

REEL: 003416 FRAME: 0582

ATTORNEY DOCKET NUMBER:	509265/0432
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	10/26/2006
<p>Total Attachments: 7 source=WizardTS#page1.tif source=WizardTS#page2.tif source=WizardTS#page3.tif source=WizardTS#page4.tif source=WizardTS#page5.tif source=WizardTS#page6.tif source=WizardTS#page7.tif</p>	

**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of April 19, 2006 is made by Wizard Co., Inc., a Delaware corporation, located at 10750 West Charleston, Suite 130, Las Vegas, NV 89135 (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., a national association, located at 270 Park Avenue, 4th Floor, New York, New York 10017, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of April 19, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Avis Budget Holdings, LLC, Avis Budget Car Rental, LLC, a Delaware limited liability company and parent of Grantor (the "Borrower"), the Lenders, the Agent, Bank of America, N.A., Calyon New York Branch and Citicorp USA, Inc., as Documentation Agents, Wachovia Bank, National Association, as Co-Documentation Agent, and Deutsche Bank Securities Inc., as Syndication Agent.

W I T N E S S E T H:

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

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of April 19, 2006, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns and transfers to the Agent, and hereby grants to the Agent, for the ratable benefit of the Lenders, a security interest in, all Trademarks (including, without limitation, those items listed on Schedule A hereto) now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligation.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 19th day of April, 2006.

WIZARD CO., INC.

By: Karen C. Selafoni

Name: Karen C. Selafoni

Title: Senior Vice President, General Counsel
and Secretary

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the Lenders

By: _____

Name:

Title:

SECTION 2. Grant of Security Interest. The Grantor hereby assigns and transfers to the Agent, and hereby grants to the Agent, for the ratable benefit of the Lenders, a security interest in, all Trademarks (including, without limitation, those items listed on Schedule A hereto) now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligation.

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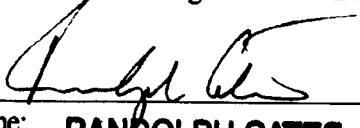
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 20th day of April, 2006.

WIZARD CO., INC.

By: _____
Name:
Title:

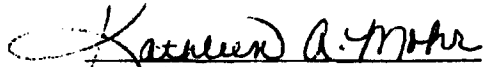
JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the Lenders

By: 
Name: **RANDOLPH CATES**
Title: **VICE PRESIDENT**

ACKNOWLEDGMENT OF GRANTOR

STATE OF New Jersey)
COUNTY OF Morris) ss

On the 19th day of April, 2006, before me personally came Naren Soltani, who is personally known to me to be the Senior VP, Gen. & Secretary of Wizard Co., Inc., a Delaware Corporation; who, being duly sworn, did depose and say that she/he is the Senior VP, Gen. & Secretary in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

KATHLEEN A. MOHR

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires March 1, 2009

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York)
) ss
COUNTY OF New York)

On the 20th day of April, 2006, before me personally came
Randolph Cates, who is personally known to me to be the
Vice President of JPMorgan Chase Bank, N.A., a national association;
who, being duly sworn, did depose and say that she/he is the Vice President in
such national association, the national association described in and which executed the foregoing
instrument; that she/he executed and delivered said instrument pursuant to authority given by the
Board of Directors of such national association; and that she/he acknowledged said instrument to
be the free act and deed of said national association.

Edeline C. Adderley
Notary Public **EDELNE C. ADDERLEY**
Notary Public, State of New York
No. 01AD6079940 Qualified in Bronx County
Certificate Filed in New York County
Commission Expires September 3, 2008

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
ROUTE NAVIGATOR	2,161,059
PERSONALLY YOURS	2,424,039
ROVING RAPID RETURN	1,648,373
SUMMER RENT CONTROL	1,560,177
AUTO CARTE Design	1,364,881
AVIS	703,700
AVIS (STYLIZED)	1,353,304
AVIS CARES (STYLIZED)	1,671,740
AVIS CHAIRMAN'S CLUB	1,835,715
AVIS LINK	1,399,851
AVIS LUBE (STYLIZED)	1,524,787
AVIS LUBE (STYLIZED)	1,646,271
AVIS LUBE	1,648,339
AVIS LUBE (STYLIZED)	1,649,696
AVIS LUBE FAST OIL CHANGE CENTER	1,522,866
AVIS LUBE FAST OIL CHANGE CENTER (STYLIZED)	1,528,583
AVIS NEWS	1,011,004
AVIS AND LINE DESIGN	1,660,119
WE TRY HARDER	967,829
WE TRY HARDER (STYLIZED)	1,681,462
DRIVEN FOR DEPENDABILITY	1,531,500
RENTSAVERS	1,712,287
AVIS	1,071,131
WEATHERFAX	2,090,750
WIZARD	924,856
ZAP	1,459,480
SATELLITE GUIDANCE	2,224,857
RENTCONTROL	2,479,902
PREFERRED	2,656,604
AVIS INTERACTIVE	2,538,416
NEW DIRECTIONS FOR A MOBILE WORLD	2,503,759

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-ER	2,873,325
WE TRY HARD-ER	2,734,517
WE TRY HARD-ER & Design	2,833,760
AVIS CORPORATE AWARDS PROGRAM	2,814,594
AVIS ESCAPE RATES	3,013,854
DRIVE FREE	3,012,375
EZFUEL	78/496,780
CLUB RED	78/815,572
AVIS CARES	78/840,887
AVIS CARES	78/840,889

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