

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dollar Rent A Car, Inc.		06/15/2007	CORPORATION: OKLAHOMA

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Collateral Agent:

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	2662569	BUSINESSPLUS
Registration Number:	2714829	CUSTOMER FIRST
Registration Number:	0948360	DOLLAR
Registration Number:	1492628	DOLLAR
Registration Number:	1825518	DOLLAR
Registration Number:	2170106	DOLLAR
Registration Number:	2326037	DOLLAR
Registration Number:	1782238	DOLLAR
Registration Number:	2182755	DOLLAR
Registration Number:	1768245	DOLLAR
Registration Number:	1826644	DOLLAR
Registration Number:	2245294	DOLLAR
Registration Number:	1493576	DOLLAR
Registration Number:	3021940	DOLLAR EXPRESS

CH \$890.00 2662569

Registration Number:	2024146	DOLLAR MAKES SENSE.
Registration Number:	2583652	DOLLAR NAVIGATOR
Registration Number:	2110019	DOLLAR RENT A CAR
Registration Number:	2079330	DOLLAR RENT A CAR
Registration Number:	2392236	DOLLAR TRAVEL
Registration Number:	2910037	DOLLAR.COM
Registration Number:	2588141	EXPRESS RATES
Registration Number:	2259767	FASTLANE
Registration Number:	2023133	GREAT DRIVES
Registration Number:	3005071	HOME OF OUR LOWEST RATES
Registration Number:	2525162	OUR CARS WORK WHEN YOURS WON'T
Registration Number:	1823254	RIGHT ON THE AIRPORT. RIGHT ON THE MONEY.
Registration Number:	2209577	SILVER DOLLAR CLUB
Registration Number:	3064493	DOLLAR 4 BUSINESS
Registration Number:	3021985	DOLLAR EXPRESS
Registration Number:	3230530	DOLLAR EXPRESS RENTER REWARDS
Registration Number:	3105179	GREAT RATES! GOOD CALL.
Serial Number:	78843244	DOLLAR DIVIDENDS
Serial Number:	77132027	ROADSAFE
Serial Number:	77081693	STYLE SERIES
Serial Number:	78923199	JOIN OUR CLICK

CORRESPONDENCE DATA

Fax Number: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-819-8923
Email: trademarkdocket@whitecase.com
Correspondent Name: Matthew Bart
Address Line 1: White & Case LLP
Address Line 2: 1155 Avenue of the Americas
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1111779-1783
NAME OF SUBMITTER:	Matthew Bart
Signature:	/Matthew Bart/
Date:	06/22/2007

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 15, 2007, is made between DOLLAR RENT A CAR, INC., an Oklahoma corporation (the "Grantor"), and DEUTSCHE BANK TRUST COMPANY AMERICAS ("DBTCA"), as collateral agent (together with any successor(s) thereto in such capacity, the "Collateral Agent") for each of the Secured Parties;

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of June 15, 2007 (together with all amendments, supplements, amendments and restatements and other modifications, from time to time thereafter made thereto, the "Credit Agreement"), among the Borrower, the various financial institutions as are, or may from time to time become, parties thereto (each, individually, a "Lender", and collectively, the "Lenders"), the Collateral Agent, The Bank of Nova Scotia ("Scotia Capital"), as the Syndication Agent, and Deutsche Bank Securities Inc. and Scotia Capital as the joint lead arrangers and joint bookrunners, the Lenders and the Issuer have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement, dated as of June 15, 2007 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the making and maintenance of the Credit Extensions under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations;

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

WHEREAS, it is in the best interests of the Grantor to execute this Security Agreement inasmuch as the Grantor will derive substantial direct and indirect benefits from the Credit Extensions made and maintained from time to time to the Borrower by the Lenders and the Issuer pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Issuer to make and maintain Credit Extensions to the Borrower pursuant to the Credit Agreement and to induce the Secured Parties to enter into Rate Protection Agreements, the Grantor agrees, for the benefit of each Secured Party, 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 incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured

Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Collateral Agent, and grant to the Collateral Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full in cash of all Secured Obligations, the termination or expiry of all Letters of Credit and the termination of all Commitments, the Collateral Agent shall, at the Grantor's expense, execute and deliver to the

Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of an original executed counterpart of this Agreement.

SECTION 8. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

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DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent

By: 

Name:

Omayra Laucella

Title:

Vice President

By: 

Name:

Carin Keegan

Title:

Vice President

ATTACHMENT 1
to Trademark Security Agreement
(Dollar Rent A Car, Inc.)

Item A. Trademarks

Registered Trademarks

<u>*Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
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See attached list (Attachment A)

Pending Trademark Applications

<u>*Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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See attached list (Attachment B)

Trademark Applications in Preparation

<u>*Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products Services</u>
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None

Item B. Trademark Licenses

<u>*Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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None

* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

**Attachment A to Attachment 1 to Trademark Security Agreement
Trademarks Owned by Dollar Rent A Car, Inc.**

United States of America

Reg. 2662569	BUSINESS PLUS
Reg. 2714829	CUSTOMER FIRST
Reg. 948360; Reg. 1492628; Reg. 1825518; Reg. 2170106; Reg. 2326037	DOLLAR
Reg. 1782238; Reg. 2182755	DOLLAR & DESIGN (B&W)
Reg. 1768245; Reg. 1826644; Reg. 2245294	DOLLAR & DESIGN (Color)
Reg. 1493576	DOLLAR (Stylized)
Reg. 3021940	DOLLAR EXPRESS
Reg. 2024146	DOLLAR MAKES SENSE.
Reg. 2583652	DOLLAR NAVIGATOR
Reg. 2110019	DOLLAR RENT A CAR
Reg. 2079330	DOLLAR RENT A CAR & DESIGN (COLOR)
Reg. 2392236	DOLLAR TRAVEL
Reg. 2910037	DOLLAR.COM & DESIGN
Reg. 2588141	EXPRESS RATES
Reg. 2259767	FASTLANE
Reg. 2023133	GREAT DRIVES
Reg. 3005071	HOME OF OUR LOWEST RATES
Reg. 2525162	OUR CARS WORK WHEN YOURS WON'T
Reg. 1823254	RIGHT ON THE AIRPORT. RIGHT ON THE MONEY.
Reg. 2209577	SILVER DOLLAR CLUB
Reg. 3064493	DOLLAR 4 BUSINESS AND DESIGN
Reg. 3021985	DOLLAR EXPRESS LOGO
Reg. 3230530	DOLLAR EXPRESS RENTER REWARDS
Reg. 3105179	GREAT RATES! GOOD CALL.

African Union Territories (OAPI)

Reg. 37583 DOLLAR

Andorra

Reg. 5950 DOLLAR

Reg. 5945 DOLLAR & DESIGN (B&W)

Australia

Reg. 788121; Reg. 731013 DOLLAR

Reg. 726237 DOLLAR & DESIGN

Reg. B556979 DOLLAR & DESIGN (B&W)

Botswana

Reg. BMW9700627 DOLLAR & DESIGN (B&W)

Canada

Reg. TMA666,297 ALWAYS OUR LOWEST RATES

Reg. TMA676,060 ALWAYS OUR LOWEST RATES (FRENCH
VERSION)

Reg. TMA674,763 HOME OF OUR LOWEST RATES

Colombia

Reg. 166670 DOLLAR & DESIGN (B&W)

Croatia

Reg. Z960940 DOLLAR

Dominica

Reg. 51/1992 DOLLAR RENT A CAR & DESIGN (COLOR)

Estonia

Reg. 21085 DOLLAR & DESIGN (Color)

European Community

Reg. 254797 DOLLAR

Fiji

Reg. 23739 DOLLAR & DESIGN (Color)

France

Reg. 1570546; Reg. 1408159 DOLLAR

Reg. 1682075	DOLLAR & DESIGN (B&W)
Haiti	
Reg. 72/114	DOLLAR
Reg. 111/133	DOLLAR & DESIGN (B&W)
Hungary	
Reg. 161 749	DOLLAR
India	
Reg. 552394	DOLLAR & DESIGN IN COLOR
Japan	
Reg. 4529187	DOLLAR (IN JAPANESE CHARACTERS)
Lesotho	
Reg. LSM9400854	DOLLAR
Macedonia	
Reg. 6720	DOLLAR & DESIGN (Color)
Madagascar	
Reg. 570	DOLLAR & DESIGN (B&W)
Netherlands Antilles	
Reg. 27	DOLLAR
Reg. 26	DOLLAR LOGO
New Zealand	
Reg. 712188	DOLLAR LOGO
Slovenia	
Reg. 9671060	DOLLAR
Tunisia	
Reg. EE910702	DOLLAR RENT A CAR & DESIGN (B&W)
Turks and Caicos Islands	
Reg. 10849	DOLLAR RENT A CAR & DESIGN (COLOR)
United Arab Emirates	
Reg. 53871	DOLLAR

Venezuela

Reg. 25951-D

DOLLAR RENT A CAR

Zimbabwe

Reg. 674/97

DOLLAR

Reg. S74391

DOLLAR & DESIGN (Both)

**Attachment B to Attachment I to Trademark Security Agreement
Trademark Applications of Dollar Rent A Car, Inc.**

United States of America

App. 78/843,244	DOLLAR DIVIDENDS
App. 77/132,027	ROADSAFE
App. 77/081,693	STYLE SERIES
App. 78/923,199	JOIN OUR CLICK

Canada

App. 1211166	DOLLAR EXPRESS
App. 1211175	DOLLAR EXPRESS LOGO
App. 1282216	DOLLARCANADA.CA & DESIGN
App. 1317964	NOS MEILLEURS TARIS EN LIGNE (Home of Our Lowest Rates)