

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	After-Acquired Trademark Security Agreement (First Supplemental Filing) - ABL Credit Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hertz Equipment Rental Corporation		07/01/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank AG, New York Branch, as Administrative Agent and Collateral Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3341434	WHEN THE JOB REQUIRES MORE THAN A TOOLBELT

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 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:	031347-0012
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/Anna T Kwan/

OP \$40.00 3341434

Date:

12/19/2008

Total Attachments: 6

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**AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT
(FIRST SUPPLEMENTAL FILING)**

This **AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING)** dated as of July 1, 2008 (as amended, supplemented, or otherwise modified from time to time) (this "Agreement"), is entered into by each of the undersigned (each, a "Grantor") in favor of **DEUTSCHE BANK AG, NEW YORK BRANCH** ("DBNY"), as Administrative Agent and Collateral Agent for the Lenders.

WHEREAS, Hertz Equipment Rental Corporation, The Hertz Corporation, the Canadian Borrowers, the Lenders party thereto from time to time (the "Lenders"), DBNY as Administrative Agent and Collateral Agent for the Lenders, and certain other parties as named therein have entered into a Credit Agreement, dated as of December 21, 2005 (as amended, supplemented, replaced or otherwise modified from time to time, the "ABL Credit Agreement");

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the ABL Credit Agreement, Grantors and certain of their Affiliates executed and delivered that certain U.S. Guarantee and Collateral Agreement, dated as of December 21, 2005, in favor of the Administrative Agent and Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "ABL Guarantee and Collateral Agreement");

WHEREAS, under the terms of the ABL Guarantee and Collateral Agreement, Grantors granted a security interest in certain property, including, without limitation, certain Trademarks of the Grantors to the Administrative Agent and Collateral Agent for the ratable benefit of the Secured Parties, and, in connection therewith, executed a Trademark Security Agreement, dated as of December 21, 2005, (as amended, supplemented, or otherwise modified from time to time, the "Trademark Security Agreement") for recording with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded on January 10, 2006 against certain United States Trademark applications and registrations at Reel/Frame Nos. 3224/0470, 3224/0461, 3224/0486 and 3224/0495; and

WHEREAS, Grantors have acquired additional registrations of Trademarks since the Closing and the parties hereto wish to execute this Agreement for recording with the United States Patent and Trademark Office.

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 ABL Credit Agreement or the ABL Guarantee and Collateral Agreement, as applicable.

1.2 "Trademarks" shall mean all 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), 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. GRANT OF SECURITY INTEREST IN TRADEMARKS. Subject to the terms of the ABL Credit Agreement and the ABL Guarantee and Collateral Agreement, each Grantor hereby grants, subject to the existing licenses to use the Trademarks granted by such Grantor in the ordinary course of its business, to the Collateral Agent, for the ratable benefit of the Secured Parties (subject to the priority of the Euro MTN Lien to the extent provided by the Euro MTN Fiscal Agency Agreement), 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. PRECEDENCE. The security interest granted hereby is granted in conjunction with the security interest granted by the Grantors to the Secured Parties under the ABL Guarantee and Collateral Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the ABL Guarantee and Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of the ABL Guarantee and Collateral Agreement, the terms of the ABL Guarantee and Collateral Agreement shall control.

SECTION 4. RECORDATION. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer 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 ABL Guarantee and 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 Grantors and their respective successors and assigns. Grantors shall not, without the prior written consent of the Secured Parties given in accordance with the ABL Credit Agreement, assign any right, duty or obligation hereunder.

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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

HERTZ SYSTEM, INC.

By: Joseph C. Delio
Name: Joseph C. DELIO
Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW JERSEY)
) ss.
COUNTY OF BERGEN)

On this 11th day of July, 2008 before me, Beth A. Timponi, a Notary Public in and for said county, personally appeared Joseph C. Delio, who has satisfactorily identified himself/herself as the signer to the above-referenced document.

{seal}

Beth A. Timponi
Notary Public

Beth A. Timponi
Name

7/11/08
Date

My commission expires: _____

BETH A. TIMPONE
A Notary Public Of New Jersey
My Commission Expires 8/07/08

HERTZ EQUIPMENT RENTAL CORPORATION

By: Gerald A. Plescia
Name: GERALD A. PLES CIA
Title: PRESIDENT - HERTZ EQUIPMENT RENTAL CORP

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW JERSEY)
)
COUNTY OF BERGEN) ss.

On this 11th day of July, 2008, before me, Beth A. Timpone, a Notary Public in and for said county, personally appeared Gerald A. Plescia, who has satisfactorily identified himself/herself as the signer to the above-referenced document.

Beth A. Timpone
Notary Public

{seal}

Beth A. Timpone
Name

7/11/08
Date

BETH A. TIMPONE
A Notary Public Of New Jersey
My Commission Expires 8/07/08


My commission expires: _____

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

By: 

Name: MARGUERITE SUTTON
DIRECTOR

Title: _____


Enrique Landaeta
Vice President

**AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT
(FIRST SUPPLEMENTAL FILING)**

U.S. REGISTERED TRADEMARKS

Registered Trademarks Owned by Hertz System, Inc.

Trademark	Reg. No.	Reg. Date
FUN COLLECTION	3257183	6/26/2007
HERTZ FUN COLLECTION	3248660	5/29/2007

Registered Trademarks Owned by Hertz Equipment Rental Corporation

Trademark	Reg. No.	Reg. Date
WHEN THE JOB REQUIRES MORE THAN A TOOLBELT	3341434	11/20/2007