

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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|--|--|---|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Budget Rent A Car System, Inc. | | 12/23/2008 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | JPMorgan Chase Bank, N.A., as Administrative Agent | | |
| Street Address: | P.O. Box 2558 | | |
| City: | Houston | | |
| State/Country: | TEXAS | | |
| Postal Code: | 77252 | | |
| Entity Type: | National Banking Association: | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77484680 | BIG BOY SERVICE WITHOUT THE BIG BOY PRICES | |
| Serial Number: | 77174507 | BIG BOY SERVICES WITHOUT THE BIG BOY PRICES | |
| Registration Number: | 3255851 | BUDGET TRUCK RENTAL | |
| Registration Number: | 3525451 | GREAT TRUCKS, LESS BUCKS | |
| Serial Number: | 77377018 | RUNABOUT | |
| Serial Number: | 77377021 | RUNABOUT RATES | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)455-2502 | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | |
| Phone: | (212) 455-7976 | | |
| Email: | ksolomon@stblaw.com | | |
| Correspondent Name: | Mindy M. Lok, Esq. | | |
| Address Line 1: | Simpson Thacher & Bartlett LLP | | |
| Address Line 2: | 425 Lexington Avenue | | |
| Address Line 4: | New York, NEW YORK 10017 | | |

OP \$165.00 77484680

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TRADEMARK
REEL: 003921 FRAME: 0867

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|---|--------------|
| ATTORNEY DOCKET NUMBER: | 509265/0432 |
| NAME OF SUBMITTER: | Mindy M. Lok |
| Signature: | /ml/ |
| Date: | 01/21/2009 |
| <p>Total Attachments: 7 source=BudgRACT#page1.tif source=BudgRACT#page2.tif source=BudgRACT#page3.tif source=BudgRACT#page4.tif source=BudgRACT#page5.tif source=BudgRACT#page6.tif source=BudgRACT#page7.tif</p> | |

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of December 23, 2008 is made by Budget Rent A Car System, Inc., a Delaware corporation, located at 6 Sylvan Way, Parsippany, New Jersey 07054 (the "Obligor"), in favor of JPMorgan Chase Bank, N.A., a national banking association, with an address at P.O. Box 2558, Houston, Texas 77252, 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 Car Rental, LLC, a Delaware limited liability company and parent of Obligor (the "Borrower") Avis Budget Holdings, LLC, a Delaware limited liability company ("Holdings"), 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, Holdings, the Borrower, the Obligor and certain other subsidiaries and affiliates of the Borrower have executed and delivered an Amended and Restated Guarantee and Collateral Agreement, dated as of December 23, 2008, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Amended and Restated Guarantee and Collateral Agreement");

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

WHEREAS, the Obligor 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 Obligor 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 Amended and Restated Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a security interest in, and a right to setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Obligor's right, title and interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent, for the benefit of the Agent and the Lenders, to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor 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 Amended and Restated Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Amended and Restated 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 Obligor 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 Amended and Restated 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 Amended and Restated Guarantee and Collateral Agreement, the terms of the Amended and Restated 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 thereunto duly authorized as of the day and year first above written.

BUDGET RENT A CAR SYSTEM, INC.

By: David B. Wyshner
Name: DAVID B. WYSHNER
Title: CIP, CFO and Treasurer
Date:

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

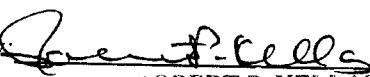
By: _____
Name:
Title:
Date:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BUDGET RENT A CAR SYSTEM, INC.

By: _____
Name:
Title:
Date:

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

By: 
Name: ROBERT P. KELLAS
Title: EXECUTIVE DIRECTOR
Date: 11/20/09

ACKNOWLEDGMENT OF OBLIGOR

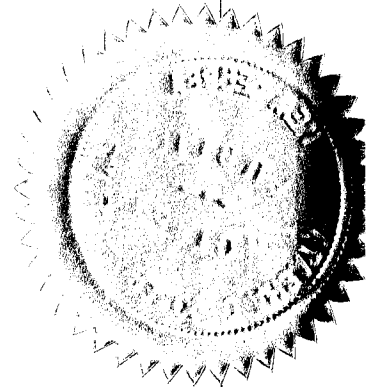
STATE OF New Jersey)
COUNTY OF Hormi) ss

On the 20th day of January 2009, before me personally came David B. Wyshuck, who is personally known to me to be the CFO & Treasurer of Budget Rent A Car System, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the CFO & Treasurer 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.

Natasha Joseph-Freitas
Notary Public

NATASHA D. JOSEPH-FREITAS
NOTARY PUBLIC OF NEW JERSEY

(PLACE STAMP AND SIGN ABOVE) MY COMMISSION EXPIRES NOVEMBER 14, 2011



ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On the 20 day of January 2009, before me personally came ROBERT P. KELLAS, who is personally known to me to be the EXECUTIVE DIRECTOR of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that ~~she~~ he is the EXECUTIVE DIRECTOR in such association, the 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 association; and that she/he acknowledged said instrument to be the free act and deed of said association.

Elaine E. O'driscoll
Notary Public

ELaine E. O'driscoll
Notary Public
JANUARY 2009
JANUARY 2009
JANUARY 2009
JANUARY 2009
JANUARY 2009
(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

| <u>Trademark</u> | <u>Registration or Application Number</u> |
|--|---|
| BIG BOY SERVICE WITHOUT THE BIG BOY PRICES | # 77/484,680 |
| BIG BOY SERVICE WITHOUT THE BIG BOY PRICES | # 77/174,507 |
| BUDGET TRUCK RENTAL AND DESIGN | # 3,255,851 |
| GREAT TRUCKS, LESS BUCKS | # 3,525,451 |
| RUNABOUT | # 77/377,018 |
| RUNABOUT RATES | # 77/377,021 |