

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Avis Budget Car Rental, LLC		12/23/2008	LIMITED LIABILITY COMPANY: 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: 4			
Property Type	Number	Word Mark	
Registration Number:	3430780	EZFUEL	
Serial Number:	78913121	IRIS	
Registration Number:	3496690	LEADING EDGE	
Registration Number:	3350322	WHERE2	
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		
ATTORNEY DOCKET NUMBER:	509265/0432		

OP \$115.00 3430780

NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	01/21/2009
Total Attachments: 7 source=AvBudgTS#page1.tif source=AvBudgTS#page2.tif source=AvBudgTS#page3.tif source=AvBudgTS#page4.tif source=AvBudgTS#page5.tif source=AvBudgTS#page6.tif source=AvBudgTS#page7.tif	

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 Avis Budget Car Rental, LLC, a Delaware limited liability company, located at 6 Sylvan Way, Parsippany, New Jersey 07054 (the "Borrower"), 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 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 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 Borrower 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 Borrower 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 Borrower 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 Borrower 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 Borrower'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.

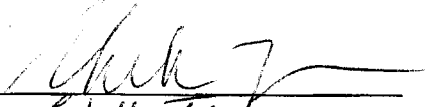
SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Amended 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 Borrower 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.

AVIS BUDGET CAR RENTAL, LLC

By: 
Name: *Rachelle Tarlowe*
Title: *Vice President & Treasurer*
Date:

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

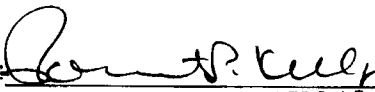
By: _____
Name:
Title:
Date:

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.

AVIS BUDGET CAR RENTAL, LLC

By: _____
Name:
Title:
Date:

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

By: 
Name: **ROBERT P. KELLAS**
Title: **EXECUTIVE DIRECTOR**
Date: 11/20/08

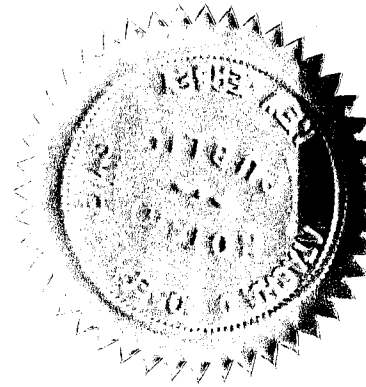
ACKNOWLEDGMENT OF BORROWER

STATE OF New Jersey)
) ss
COUNTY OF Humboldt)

On the 20th day of January 2009, before me personally, came Robelle Tackbert, who is personally known to me to be the VP & Treasurer of Avis Budget Car Rental, LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the VP & Treasurer in such company, the company 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 company; and that she/he acknowledged said instrument to be the free act and deed of said company.

Natasha D. Joseph-Freitas
Notary Public

NATASHA D. JOSEPH-FREITAS
NOTARY PUBLIC OF NEW JERSEY
(PLACE STAMP AND SIGNATURE HERE) 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.

Colleen T. Adderley

Notary Public

COLLEEN T. ADDERLEY
NOTARY PUBLIC, STATE OF NEW YORK
100 WEDGEMAN CIRCLE, ELI IN BRONX COUNTY
CENTIN STATE FIDELITY NEW YORK COUNTY
NEW YORK STATE DEPARTMENT OF STATE, 2010

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Application Number</u>
EZFUEL	# 3,430,780
IRIS	# 78/913,121
LEADING EDGE	# 3,496,690
WHERE2	# 3,350,322