

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Advantage Rent-A-Car, Inc.		04/08/2009	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Simply Wheelz, LLC
Street Address:	225 Brae Boulevard
City:	Park Ridge
State/Country:	NEW JERSEY
Postal Code:	07656
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3574097	A ADVANTAGE
Registration Number:	3304636	A
Registration Number:	2264826	ADVANTAGE
Registration Number:	1646302	ADVANTAGE RENT-A-CAR
Registration Number:	1738673	ADVANTAGE RENT-A-CAR
Registration Number:	2263010	ADVANTAGE RENT-A-CAR
Serial Number:	77514776	GREEN REWARDS
Registration Number:	3118007	"NEED A RIDE? CALL ADVANTAGE."
Registration Number:	1649048	A
Serial Number:	77540178	TAKE ADVANTAGE
Serial Number:	77218341	THE ADVANTAGE A-LIST
Serial Number:	77287298	URENT REWARDS
Serial Number:	77287302	URENT REWARDS
Registration Number:	3118006	WE'LL EVEN GIVE YOU A RIDE!

OP \$465.00 3574097

Registration Number:	3304723	ADVANTAGE RENT A CAR
Registration Number:	2299570	ADVANTAGE RESERVATIONS
Registration Number:	2655325	EASY CASH
Registration Number:	2661135	EASY CASH CLUB

CORRESPONDENCE DATA

Fax Number: (212)382-0888
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-382-0700
Email: mberan@ostrolenk.com, receipts@ostrolenk.com
Correspondent Name: Martin J. Beran, Ostrolenk Faber
Address Line 1: 1180 Avenue of the Americas
Address Line 2: 7th Floor
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	5470-1
NAME OF SUBMITTER:	Martin J. Beran
Signature:	/mjb/
Date:	04/22/2009

Total Attachments: 8
source=4045 - Assignment of U.S. Trademarks#page1.tif
source=4045 - Assignment of U.S. Trademarks#page2.tif
source=4045 - Assignment of U.S. Trademarks#page3.tif
source=4045 - Assignment of U.S. Trademarks#page4.tif
source=4045 - Assignment of U.S. Trademarks#page5.tif
source=4045 - Assignment of U.S. Trademarks#page6.tif
source=4045 - Assignment of U.S. Trademarks#page7.tif
source=4045 - Assignment of U.S. Trademarks#page8.tif

ASSIGNMENT OF U.S. TRADEMARKS

8, 2009, by Advantage Rent-A-Car, Inc., a Texas corporation having a principal place of business at 6660 First Park Ten Blvd. # 116 PO Box 310001 San Antonio, Texas 78213-4211 ("Assignor") to Simply Wheelz, LLC, a Delaware limited liability company, having a principal place of business at 225 Brae Boulevard, Park Ridge, NJ 07656 ("Assignee"). Assignor, ARC Venture Holding, Inc. ("ARC") and certain Subsidiaries of ARC party thereto (collectively, the "Sellers") are debtors-in-possession in jointly administered bankruptcy cases under Chapter 11 of the United States Bankruptcy Code, pending in the United States Bankruptcy Court for the District of Minnesota (the "Bankruptcy Court") and styled *In re* ARC Venture Holding, Inc., *et al.*, Case No. 08-46367-DDO.

RECITALS:

WHEREAS, The Hertz Corporation, Assignee and the Sellers are parties to the Asset Purchase Agreement, dated as of March 31, 2009 (the "Purchase Agreement"), providing, upon the terms and conditions set forth therein, for the sale, transfer, assignment and delivery by the Sellers of the Acquired Assets to the Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Purchase Agreement);

WHEREAS, as a condition to the Closing and pursuant to Section 11.1(a)(i) of the Purchase Agreement, Assignor has agreed to execute and deliver to Assignee this Assignment whereby Assignor will sell, transfer, assign, convey, and deliver to Assignee all right, title and interest of Assignor in and to the Assigned Marks (as defined below);

WHEREAS, Assignor has adopted, used or is using the marks set forth on Schedule I and incorporated by reference herein, which are registered in, or for which application for registration has been filed in, the United States Patent and Trademark Office or the state trademark offices as indicated on Schedule I (collectively, the "Assigned Marks"); and

WHEREAS, Assignee desires to purchase all of Assignor's right, title and interest in and to the Assigned Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, transfer, assign, convey, and deliver to Assignee all right, title and interest of Assignor in and to the Assigned Marks, the registrations and applications for registrations thereof, and the goodwill of the business connected with the use thereof and symbolized thereby, free and clear of all Liens, other than Permitted

Liens; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, but not limited to, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

This Assignment is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement with respect to the Assigned Marks. This Assignment is made without representation or warranty except as provided in and by the Purchase Agreement. This Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit or qualify any provision of the Purchase Agreement.


This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues, and in all other respects, including as to validity, interpretation and effect by the internal laws of the State of New York.

This Assignment may be executed in counterparts (including via facsimile or otherwise electronically), each of which shall be deemed an original, and all of which together, shall constitute one and the same instrument.

[signature pages immediately follow]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

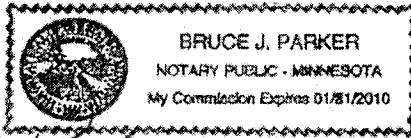
ADVANTAGE RENT-A-CAR, INC.

By: 
Name: Erik P. Dove
Title: President

STATE OF MINNESOTA)
) ss.:
COUNTY OF HENNEPIN)

Signed or attested before me on April 8, 2009 by Erik P. Dove, President.

(Affix Seal)



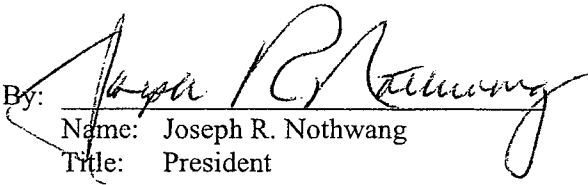
 (Signature of Notarial Officer)

Notary Public Title

My commission expires: _____

Agreed and Acknowledged:


SIMPLY WHEELZ, LLC

By:  Name: Joseph R. Nothwang
Title: President

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

Signed or attested before me on APRIL 8, 2009 by JOSEPH NOTHWANG

(Affix Seal)

 (Signature of Notarial Officer)

CAROLYN FRY
NOTARY PUBLIC OF NEW JERSEY Title
MY COMMISSION EXPIRES DEC. 6, 2009

My commission expires: _____

SCHEDULE I

Registration Number	Application Serial Number	App File Date	Reg Date	Action Status	Trademark Jurisdiction	Mark	Trademark Owner	Recordation of Assignment or Document Date	Status
3,574,097	78/902,042	6/6/2006	2/10/2009	Registered	US	A Advantage and design (no color)	Advantage Rent-A-Car, Inc.	None	Sections 8 & 15 Declaration due between 02/10/2014 and 02/10/2015
19901077382			7/27/1990	Registered	State of Colorado	A Advantage Rent-A-Car and design	Advantage Rent-A-Car, Inc.	None	Renewal due 06/27/2010
3,304,636	78/901,970	6/6/2006	10/2/2007	Registered	US	A and design (color)	Advantage Rent-A-Car, Inc.	None	Sections 8 & 15 Declaration due between 10/02/2012 and 10/02/2013
2,264,826	75/495,784	6/4/1998	7/27/1999	Registered	US	Advantage	Advantage Rent-A-Car, Inc.	None	Renewal due 07/27/2009
1,646,302	74/068,845	6/14/1990	5/28/1991	Registered	US	Advantage Rent-A-Car and design	Advantage Rent-A-Car (without , Inc.)	None	
1,738,673	74/263,621	4/2/1992	12/8/1992	Registered	US	Advantage Rent-A-Car	Advantage Rent-A-Car, Inc.	None	Renewal due 12/08/2012
2,263,010	75/495,783	6/4/1998	7/20/1999	Registered	US	Advantage Rent-A-Car	Advantage Rent-A-Car, Inc.	None	Renewal due 07/20/2009

Registration Number	Application Serial Number	App File Date	Reg Date	Action Status	Trademark Jurisdiction	Mark	Trademark Owner	Recordation of Assignment or Document Date	Status
3,304,723	78/922,450	7/5/2006	10/2/2007	Registered	US	Advantage Rent-A-Car and design	Advantage Rent-A-Car, Inc.	None	Sections 8 & 15 Declaration due between 10/02/2012 and 10/02/2013
TK01062701			6/27/2001	Registered	State of New Mexico	Advantage Rent-A-Car and design	Advantage Rent-A-Car, Inc.	None	Renewal due 06/27/2011
2,299,570	75/489,122	5/21/1998	12/14/1999	Registered	US	Advantage Reservations	Advantage Rent-A-Car, Inc.	None	Renewal due 12/14/2009
2,655,325	75/821,772	10/13/1999	12/3/2002	Registered	US	Easy Cash (stylized letters)	Advantage Rent-A-Car, Inc.	None	Sections 8 & 15 Declaration due between 12/03/2007 and 12/03/2008 (06/03/2009 with 6 month grace period).
2,661,135		10/13/1999	12/17/2002	Registered	US	Easy Cash Club	Advantage Rent-A-Car, Inc.	None	Sections 8 & 15 Declaration due between 12/17/2007 and 12/17/2008 (06/17/2009 with grace period.)

22902726v8

Registration Number	Application Serial Number	App File Date	Reg Date	Action Status	Trademark Jurisdiction	Mark	Trademark Owner	Recordation of Assignment or Document Date	Status
	77/514,776	7/3/2008		Pending	US	Green Rewards	Advantage Rent-A-Car, Inc.	None	Response due to Office Action 04/16/2009 (Note: Not intending to respond to Office Action.)
3,118,007	78/381,612	3/10/2004	7/18/2006	Registered	US	Need a ride? Call Advantage	Advantage Rent-A-Car, Inc.	None	Sections 8 & 15 Declaration due between 07/18/2011 and 07/18/2012
1,649,048	74/090,753	8/24/1990	6/25/1991	Registered	US	"A" stylized	Advantage Rent-A-Car, Inc.	None	Renewal due 06/25/2011
	77/540,178	8/6/2008		Pending	US	Take Advantage	Advantage Rent-A-Car, Inc.	None	Response due to Office Action 04/15/2009
	77/218,341	6/28/2007		Pending	US	The Advantage A-List	Advantage Rent-A-Car, Inc.		Notice of Allowance issued 08/26/2008; Statement of Use or extension due 02/26/2009 (Note: Not filed - Business not intending to use.)

22902726v8

Registration Number	Application Serial Number	App File Date	Reg Date	Action Status	Trademark Jurisdiction	Mark	Trademark Owner	Recordation of Assignment or Document Date	Status
	77/287,298	9/24/2007		Pending	US	URENT REWARDS	Advantage Rent-A-Car, Inc.	None	Notice of Allowance issued 07/29/2008; Statement of Use or Extension due 01/29/2009
	77/287,302	9/24/2007		Pending	US	URENT REWARDS	Advantage Rent-A-Car, Inc.	None	Notice of Allowance issued 07/29/2008; Statement of Use or Extension due 01/29/2009
3,118,006	78/381,593	3/10/2004	7/18/2006	Registered	US	"We'll even give you a ride!"	Advantage Rent-A-Car, Inc.	None	Sections 8 & 15 Declaration due between 07/18/2011 and 07/18/2012