

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG, New York Branch		03/11/2011	CORPORATION: GERMANY

RECEIVING PARTY DATA

Name:	The Hertz Corporation
Street Address:	225 Brae Boulevard
City:	Park Ridge
State/Country:	NEW JERSEY
Postal Code:	07656
Entity Type:	CORPORATION: DELAWARE

Name:	Hertz Equipment Rental Corporation
Street Address:	225 Brae Boulevard
City:	Park Ridge
State/Country:	NEW JERSEY
Postal Code:	07656
Entity Type:	CORPORATION: DELAWARE

Name:	Hertz Claim Management Corporation
Street Address:	225 Brae Boulevard
City:	Park Ridge
State/Country:	NEW JERSEY
Postal Code:	07656
Entity Type:	CORPORATION: DELAWARE

Name:	Hertz System, Inc.
Street Address:	225 Brae Boulevard
City:	Park Ridge
State/Country:	NEW JERSEY

900186160

TRADEMARK
 REEL: 004495 FRAME: 0940

CH \$2215.00 614123

Postal Code:	07656
Entity Type:	CORPORATION: DELAWARE

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: 88

Property Type	Number	Word Mark
Registration Number:	614123	HERTZ
Registration Number:	759388	HERTZ PUTS YOU IN THE DRIVER'S SEAT
Registration Number:	759390	LET HERTZ PUT YOU IN THE DRIVER'S SEAT
Registration Number:	965773	HERTZ
Registration Number:	972211	HERTZ
Registration Number:	1230391	HERTZ
Registration Number:	1239770	HERTZ TRUCK RENTAL
Registration Number:	1286468	HERTZ AFFORDABLE EUROPE
Registration Number:	1361049	THE #1 WAY TO RENT A CAR
Registration Number:	1367222	EXPRESS RETURN
Registration Number:	1733621	HERTZ
Registration Number:	1787080	HERTZ #1 RATES
Registration Number:	1789677	HERTZ LEISURE RATE
Registration Number:	2037578	HERTZ NEVER LOST
Registration Number:	2226787	HERTZ LOCAL EDITION
Registration Number:	2237037	HERTZ
Registration Number:	2236778	NICE MOVE
Registration Number:	2257216	HERTZ #1 AWARDS
Registration Number:	2321406	HERTZ ISLANDER GOLD
Registration Number:	2329934	WE'LL COME AND GET YOU
Registration Number:	2340337	NEVERLOST
Registration Number:	2736776	DRIVE THE WORLD
Registration Number:	2770981	FIVE STAR
Registration Number:	2830130	HERTZ

Registration Number:	2888742	DRIVE THE WORLD
Registration Number:	2936867	HERTZDATALINK
Registration Number:	2963392	RENT WISELY
Registration Number:	1091096	THE HERTZ #1 CLUB
Registration Number:	1579481	HERTZ #1 CLUB GOLD
Registration Number:	1583987	HERTZ #1 CLUB GOLD SERVICE
Registration Number:	1653911	AMERICA'S WHEELS
Registration Number:	1996150	HERTZ NEVERLOST
Registration Number:	2269119	HERTZ EXACTLY
Registration Number:	2474976	LE SWAP
Registration Number:	2518553	TRAVELER'S SELECT
Registration Number:	2526088	HERTZ #1 CLUB PLATINUM
Registration Number:	2550483	EHERTZ
Registration Number:	2587952	HERTZ #1 CLUB EXPRESS
Registration Number:	2628626	HERTZLINK
Registration Number:	2856180	PRESIDENT'S CIRCLE
Registration Number:	815190	
Registration Number:	3082790	ALQUILE INTELIGENTE
Registration Number:	3148203	NEVERLOST
Registration Number:	3126595	HERTZ NEVERLOST
Registration Number:	3162136	HERTZ NEVER LOST
Registration Number:	3257183	FUN COLLECTION
Registration Number:	3248660	HERTZ FUN COLLECTION
Registration Number:	3690482	CONNECT BY HERTZ
Registration Number:	3683029	HERTZ EXACTLY
Registration Number:	3419634	SIMPLY WHEELZ
Registration Number:	3415460	SIMPLY WHEELZ BY HERTZ
Registration Number:	3412542	SIMPLY WHEELZ BY HERTZ
Registration Number:	3419594	SIMPLYWHEELZ
Registration Number:	3467029	WE'RE HERTZ. THEY'RE NOT.
Registration Number:	3772683	HERTZ CONNECT
Registration Number:	3766548	HERTZ RENT2BUY
Registration Number:	1203953	#1 EXPRESS
Registration Number:	1337196	HERTZ PLATINUM SERVICE
Registration Number:	1417030	HERTZ CAR SALES

Registration Number:	1676057	STARS
Registration Number:	1728014	STARS
Registration Number:	2587596	HERTZ TECHNOLOGIES
Registration Number:	2709052	HERTZ
Registration Number:	2768863	HERTZ CAR SALES
Registration Number:	2830131	HERTZ
Registration Number:	750300	HERTZ
Registration Number:	750299	HERTZ
Registration Number:	1213476	"KNOPKE BROTHERS" CONTRACTORS SUPPLY CO.
Registration Number:	1609358	HERC
Registration Number:	2013590	HERTZ EQUIPMENT RENTAL
Registration Number:	2230087	HERTZ INDUSTRIAL RESOURCE GROUP
Registration Number:	2230193	IRG
Registration Number:	2578269	HERTZ EQUIPMENT RENTAL
Registration Number:	3052099	SERVICE PUMP & COMPRESSOR
Registration Number:	3131552	
Registration Number:	3341434	WHEN THE JOB REQUIRES MORE THAN A TOOLBELT
Registration Number:	1966589	HCM
Registration Number:	3118007	"NEED A RIDE? CALL ADVANTAGE."
Registration Number:	3304636	A
Registration Number:	3574097	A ADVANTAGE
Registration Number:	3304723	ADVANTAGE RENT A CAR
Registration Number:	3118006	WE'LL EVEN GIVE YOU A RIDE!
Registration Number:	1649048	A
Registration Number:	1646302	ADVANTAGE RENT-A-CAR
Registration Number:	1738673	ADVANTAGE RENT-A-CAR
Registration Number:	2264826	ADVANTAGE
Registration Number:	2263010	ADVANTAGE RENT-A-CAR
Registration Number:	2299570	ADVANTAGE RESERVATIONS

CORRESPONDENCE DATA

Fax Number: (212)909-6836

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 909-6000

Email: trademarks@debevoise.com

Correspondent Name: Noam Waldoks, Esq.

TRADEMARK
REEL: 004495 FRAME: 0943

Address Line 1: 919 Third Ave.
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 22947-1215

NAME OF SUBMITTER: Noam Waldoks

Signature: /Noam Waldoks/

Date: 03/11/2011

Total Attachments: 12

source=ABL TM Release#page1.tif
source=ABL TM Release#page2.tif
source=ABL TM Release#page3.tif
source=ABL TM Release#page4.tif
source=ABL TM Release#page5.tif
source=ABL TM Release#page6.tif
source=ABL TM Release#page7.tif
source=ABL TM Release#page8.tif
source=ABL TM Release#page9.tif
source=ABL TM Release#page10.tif
source=ABL TM Release#page11.tif
source=ABL TM Release#page12.tif

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of March 11, 2011 (the "Termination and Release"), from **DEUTSCHE BANK AG, NEW YORK BRANCH** ("Agent"), as Administrative Agent and Collateral Agent for the several banks and other financial institutions that are parties to the ABL Credit Agreement (as defined below), to **THE HERTZ CORPORATION, HERTZ EQUIPMENT RENTAL CORPORATION, HERTZ CLAIM MANAGEMENT CORPORATION, HERTZ SYSTEM, INC.** and **SIMPLY WHEELZ, LLC** (each, a "Grantor").

WHEREAS, under the U.S. Guarantee and Collateral Agreement, dated as of December 21, 2005 (the "ABL Guarantee and Collateral Agreement"), the Grantors granted to the Agent, for the ratable benefit of the Secured Parties (as defined therein), a security interest (the "Security Interest") in certain property, including the Trademarks (as defined below) applied for or registered with the U.S. Patent and Trademark Office (the "PTO") set forth on the schedules hereto;

WHEREAS, the grant of the Security Interest in the Trademarks was evidenced by (i) the Trademark Security Agreement, dated as of December 21, 2005, among the Agent, The Hertz Corporation, Hertz Equipment Rental Corporation, Hertz Claim Management Corporation and Hertz System Inc., (ii) the After-Acquired Trademark Security Agreement (First Supplemental Filing), dated as of July 1, 2008, among the Agent, Hertz System, Inc. and Hertz Equipment Rental Corporation, (iii) the Trademark Security Agreement, dated as of May 10, 2010, between the Agent and Simply Wheelz, LLC, and (iv) the Trademark Security Agreement, dated as of May 10, 2010, between the Agent and Hertz System, Inc. (the security agreements identified in the subclauses (i)-(iv), collectively the "Security Agreements");

WHEREAS, the Security Agreements were recorded in the Trademark Division of the PTO on the Reels and Frames listed on schedules hereto; and

WHEREAS, the Agent desires to terminate and release the entirety of its Security Interest in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks pursuant to the ABL Guarantee and Collateral Agreement, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the parties hereto agree as follows:

SECTION 1. DEFINED TERMS.

1.1 Capitalized terms not otherwise defined herein have the meanings set forth in the Credit Agreement, dated as of December 21, 2005, among Hertz Equipment Rental Corporation, The Hertz Corporation, the Canadian Borrowers, the Lenders party thereto from time to time, the Agent, and certain other parties as named therein (as amended, supplemented or otherwise modified from time to time, the "ABL Credit Agreement") or the ABL Guarantee and Collateral Agreement, as applicable.

1.2 “Trademarks” shall mean all of the Grantors’ 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) (including, but not limited to, the trademarks listed on the schedules hereto), 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. RELEASE OF SECURITY INTEREST. The Agent hereby terminates, releases and discharges its Security Interest in the Trademarks, and any right, title or interest of the Agent in the Trademarks shall hereby cease and become void.

SECTION 3. RECORDATION. Each Grantor hereby authorizes and requests that the Commissioner of Trademarks of the United States record this Termination and Release with the PTO.

SECTION 4. FURTHER ASSURANCES. The Agent shall execute and deliver to the Grantors all further releases and other documents (including, without limitation, Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of the Security Interest in the Trademarks.

SECTION 5. GENERAL.

5.1 Governing Law. **THIS TERMINATION AND RELEASE 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, WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS.**

5.2 Successors and Assigns. This Termination and Release shall be binding upon and inure to the benefit of the Agent and Grantors and their respective successors and assigns.


5.3 Counterparts. This Termination and Release 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. Delivery of an executed page to this Termination and Release by


facsimile transmission or other customary means of electronic transmission (including "pdf") shall be effective as delivery of a manually signed counterpart of this Termination and Release.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

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

By: 
Name: Marguerite Sutton
Title: Director

By: 
Name: Enrique Landaeta
Title: Vice President

THE HERTZ CORPORATION,
as Grantor

By: _____
Name:
Title:

HERTZ CLAIM MANAGEMENT
CORPORATION,
as Grantor

By: _____
Name:
Title:


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

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


By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

THE HERTZ CORPORATION,
as Grantor

By:  _____
Name: John C. Burns
Title: Assistant Treasurer

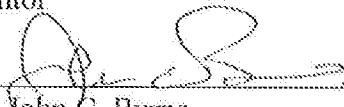
HERTZ EQUIPMENT RENTAL
CORPORATION,
as Grantor

By:  _____
Name: John C. Burns
Title: Assistant Treasurer

HERTZ CLAIM MANAGEMENT
CORPORATION,
as Grantor

By: 
Name: John C. Burns
Title: Assistant Treasurer

HERTZ SYSTEM, INC.,
as Grantor

By: 
Name: John C. Burns
Title: Assistant Treasurer

SIMPLY WHEELZ, LLC,
as Grantor

By: 
Name: John C. Burns
Title: Assistant Treasurer

SCHEDULE A: Trademarks Owned by Hertz System, Inc.

Schedule A1

Recorded at Reel/Frame 3224/0470

Trademark Registrations

<u>TRADEMARK</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
HERTZ	614,123	10/11/1955
HERTZ PUTS YOU IN THE DRIVER'S SEAT	759,388	10/29/1963
LET HERTZ PUT YOU IN THE DRIVER'S SEAT	759,390	10/29/1963
HERTZ & Design	965,773	8/7/1973
HERTZ & Design	972,211	11/6/1973
HERTZ	1,230,391	3/8/1983
HERTZ TRUCK RENTAL & Design	1,239,770	3/8/1983
HERTZ AFFORDABLE EUROPE	1,286,468	7/17/1984
THE #1 WAY TO RENT A CAR	1,361,049	9/17/1985
EXPRESS RETURN	1,367,222	10/22/1985
HERTZ	1,733,621	11/17/1992
HERTZ #1 RATES	1,787,080	8/10/1993
HERTZ LEISURE RATE	1,789,677	8/24/1993
HERTZ NEVER LOST & Design	2,037,578	2/11/1997
HERTZ LOCAL EDITION	2,226,787	2/23/1999
HERTZ	2,237,037	4/6/1999
NICE MOVE	2,236,778	4/6/1999
HERTZ #1 AWARDS	2,257,216	6/29/1999
HERTZ ISLANDER GOLD	2,321,406	2/22/2000
WE'LL COME AND GET YOU	2,329,934	3/14/2000
NEVERLOST	2,340,337	4/11/2000
DRIVE THE WORLD	2,736,776	7/15/2003
FIVE STAR	2,770,981	10/7/2003
HERTZ	2,830,130	4/6/2004
DRIVE THE WORLD & Design	2,888,742	9/28/2004
HERTZDATALINK	2,936,867	3/29/2005
RENT WISELY	2,963,392	6/21/2005
THE HERTZ #1 CLUB	1,091,096	5/9/1978
HERTZ #1 CLUB GOLD	1,579,481	1/23/1990
HERTZ #1 CLUB GOLD SERVICE	1,583,987	2/20/1990
AMERICA'S WHEELS	1,653,911	8/13/1991
HERTZ NEVERLOST	1,996,150	8/20/1996
HERTZ EXACTLY	2,269,119	8/10/1999
LE SWAP	2,474,976	8/7/2001

<u>TRADEMARK</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
TRAVELER'S SELECT	2,518,553	12/11/2001
HERTZ #1 CLUB PLATINUM	2,526,088	1/1/2002
EHERTZ	2,550,483	3/19/2002
HERTZ #1 CLUB EXPRESS	2,587,952	7/2/2002
HERTZLINK	2,628,626	10/1/2002
PRESIDENT'S CIRCLE	2,856,180	6/22/2004
Design	815,190	9/13/1966
ALQUILE INTELIGENTE	3,082,790	4/18/2006
NEVERLOST	3,148,203	9/26/2006
HERTZ NEVERLOST	3,126,595	8/8/2006
HERTZ NEVERLOST & Design	3,162,136	10/24/2006

Schedule A2

Recorded at Reel/Frame 3907/0466


Trademark Registrations

<u>TRADEMARK</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
FUN COLLECTION	3,257,183	6/26/2007
HERTZ FUN COLLECTION	3,248,660	5/29/2007

Schedule A3

Recorded at Reel/Frame 4215/0316

Trademark Registrations

<u>TRADEMARK</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
CONNECT BY HERTZ	3,690,482	9/29/2009
HERTZ EXACTLY	3,683,029	9/15/2009
SIMPLY WHEELZ	3,419,634	4/29/2008
SIMPLY WHEELZ BY HERTZ	3,415,460	4/22/2008
 SIMPLY WHEELZ BY HERTZ	3,412,542	4/15/2008
SIMPLYWHEELZ	3,419,594	4/29/2008
WE'RE HERTZ. THEY'RE NOT.	3,467,029	7/15/2008
HERTZ CONNECT	3,772,683	4/6/2010
HERTZ RENT2BUY	3,766,548	3/30/2010

SCHEDULE B: Trademarks Owned by The Hertz Corporation

Recorded at Reel/Frame 3224/0461

Trademark Registrations

<u>TRADEMARK</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
#1 EXPRESS	1,203,953	8/3/1982
HERTZ PLATINUM SERVICE	1,337,196	5/21/1985
HERTZ CAR SALES & Design	1,417,030	11/11/1986
STARS	1,676,057	2/18/1992
STARS & Design	1,728,014	10/27/1992
HERTZ TECHNOLOGIES	2,587,596	7/2/2002
HERTZ	2,709,052	4/22/2003
HERTZ CAR SALES	2,768,863	9/30/2003
HERTZ	2,830,131	4/6/2004

SCHEDULE C: Trademarks Owned by Hertz Equipment Rental Corporation

Schedule C1

Recorded at Reel/Frame 3224/0486

Trademark Registrations

<u>TRADEMARK</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
HERTZ	750,300	5/28/1963
HERTZ & Design	750,299	5/28/1963
KNOPKE BROTHERS CONTRACTORS SUPPLY CO.	1,213,476	10/19/1982
HERC	1,609,358	8/7/1990
HERTZ EQUIPMENT RENTAL	2,013,590	11/5/1996
HERTZ INDUSTRIAL RESOURCE GROUP	2,230,087	3/9/1999
IRG	2,230,193	3/9/1999
HERTZ EQUIPMENT RENTAL & BULL Design	2,578,269	6/11/2002
SERVICE PUMP & COMPRESSOR	3,052,099	1/31/2006
DESIGN MARK	3,131,552	8/22/2006

Schedule C2

Recorded at Reel/Frame 3907/0489

Trademark Registrations

<u>TRADEMARK</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
WHEN THE JOB REQUIRES MORE THAN A TOOLBELT	3,341,434	11/20/2007

SCHEDULE D: Trademarks Owned by Hertz Claim Management Corporation

Recorded at Reel/Frame 3224/0495






Trademark Registrations

<u>TRADEMARK</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
HCM	1,966,589	4/9/1996

SCHEDULE E: Trademarks Owned by Simply Wheelz, LLC

Recorded at Reel/Frame 4215/0283

Trademark Registrations

<u>TRADEMARK</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
"NEED A RIDE? CALL ADVANTAGE."	3,118,007	7/18/2006
A 	3,304,636	10/2/2007
A ADVANTAGE 	3,574,097	2/10/2009
ADVANTAGE RENT A CAR 	3,304,723	10/2/2007
WE'LL EVEN GIVE YOU A RIDE!	3,118,006	7/18/2006
A 	1,649,048	6/25/1991
ADVANTAGE RENT-A-CAR 	1,646,302	5/28/1991
ADVANTAGE RENT-A-CAR	1,738,673	12/08/1992
ADVANTAGE	2,264,826	7/27/1999
ADVANTAGE RENT-A-CAR	2,263,010	7/20/1990
ADVANTAGE RESERVATIONS	2,299,570	12/14/1999