TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement (ABL Credit Agreement)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Simply Wheelz, LLC		03/11/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch, as Collateral Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	New York branch of a bank organized and existing under the laws of Germany: GERMANY

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
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
Registration Number:	1649048	A
Registration Number:	2299570	ADVANTAGE RESERVATIONS
Registration Number:	3574097	A ADVANTAGE
Registration Number:	3304636	A
Registration Number:	3118007	"NEED A RIDE? CALL ADVANTAGE."
Registration Number:	3118006	WE'LL EVEN GIVE YOU A RIDE!
Registration Number:	3304723	ADVANTAGE RENT A CAR

OP $290.00 2264826

CORRESPONDENCE DATA

Fax Number:	(714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.	
Email:	ipdocket@lw.com
Correspondent Name:	Latham & Watkins LLP
Address Line 1:	650 Town Center Drive
Address Line 2:	Suite 2000
Address Line 4:	Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	031347-0012
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	03/17/2011

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, this "Agreement"), dated as of March 11, 2011, is entered into by each of the undersigned (each, a "Grantor") in favor of **DEUTSCHE BANK AG NEW YORK BRANCH** ("DBNY"), as Collateral Agent and Administrative Agent for the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of the date hereof (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or successor agreements, the "ABL Credit Agreement"), among Hertz Equipment Rental Corporation, The Hertz Corporation, the Canadian Borrowers, the Lenders, DBNY and the other parties thereto.

WHEREAS, under the ABL Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Parent Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, it is a condition to the obligation of the Lenders to make their respective extensions of credit under the ABL Credit Agreement that the Grantors shall have executed and delivered the U.S. Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "ABL Guarantee and Collateral Agreement"), in favor of the Collateral Agent for the benefit of the Secured Parties; and

WHEREAS, under the terms of the ABL Guarantee and Collateral Agreement, each Grantor has granted to the Collateral Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks, and has agreed to execute this Agreement for recording with the United States Patent and Trademark Office (the "PTO").

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" with respect to any Grantor, all of such Grantor's right, title and interest in and to all United States 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 or dilutions 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 existing licenses to use the Trademarks granted by such Grantor in the ordinary course of business, to the Collateral Agent, for the benefit of the Secured Parties, 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. PURPOSE. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of a security interest with the PTO. This Agreement is expressly subject to the terms and conditions of 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 in all respects.

SECTION 4. RECORDATION. Each Grantor authorizes and requests that the applicable government officer in the PTO 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 each Grantor and their respective successors and assigns.

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. Delivery of an executed page to this Agreement by facsimile transmission or other customary means of electronic transmission (including "pdf") shall be effective as delivery of a manually signed counterpart of this Agreement.

[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: _____
Name: Scott Massengill
Title: Treasurer

THE HERTZ CORPORATION

By: _____
Name: Scott Massengill
Title: Treasurer

HERTZ EQUIPMENT RENTAL CORPORATION

By: _____
Name: Scott Massengill
Title: Treasurer

HERTZ CLAIM MANAGEMENT CORPORATION

By: _____
Name: Scott Massengill
Title: Treasurer

SIMPLY WHEELZ LLC

By: _____
Name: Scott Massengill
Title: Treasurer

TRADEMARK
REEL: 004499 FRAME: 0739

DEUTSCHE BANK AG NEW YORK BRANCH,
as the Collateral Agent

By: _____
Name: Marguerite Sutton
Title: Director

By: _____
Name: **Enrique Landaeta**
Title: **Vice President**

SCHEDULE A

Trademarks Owned by Hertz System, Inc.

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Classes	Status
HERTZ	657,133	11/30/1953	614,123	10/11/1955	39	Registered
HERTZ PUTS YOU IN THE DRIVER'S SEAT	158,972	12/12/1962	759,388	10/29/1963	39	Registered
LET HERTZ PUT YOU IN THE DRIVER'S SEAT	158,975	12/12/1962	759,390	10/29/1963	39	Registered
HERTZ & Design	431,453	8/2/1972	965,773	8/7/1973	35, 36, 37, 38, 39, 40, 41, 42	Registered
HERTZ & Design	367,774	8/12/1970	972,211	11/6/1973	12	Registered
HERTZ	360,120	4/17/1982	1,230,391	3/8/1983	39	Registered
HERTZ TRUCK RENTAL & Design	368,017	6/4/1982	1,239,770	5/24/1983	39	Registered
HERTZ AFFORDABLE EUROPE	73/424,184	5/2/1983	1,286,468	7/17/1984	39	Registered
THE #1 WAY TO RENT A CAR	73/489,360	7/11/1984	1,361,049	9/17/1985	39	Registered
EXPRESS RETURN	519,783	1/29/1985	1,367,222	10/22/1985	39	Registered
HERTZ	74/150,193	3/22/1991	1,733,621	11/17/1992	39	Registered
HERTZ #1 RATES	74/279,659	5/29/1992	1,787,080	8/10/1993	39	Registered
HERTZ LEISURE RATE	74/236,023	1/8/1992	1,789,677	8/24/1993	39	Registered
HERTZ NEVER LOST & Design	74/602,122	11/22/1994	2,037,578	2/11/1997	39	Registered
HERTZ LOCAL EDITION	75/347,131	8/26/1997	2,226,787	2/23/1999	39	Registered
HERTZ	75/071,174	2/28/1996	2,237,037	4/6/1999	28	Registered
HERTZ #1 AWARDS	75/501,009	6/12/1998	2,257,216	6/29/1999	39	Registered
HERTZ ISLANDER GOLD	75/641,030	2/16/1999	2,321,406	2/22/2000	39	Registered
WE'LL COME AND GET YOU	75/728,578	6/15/1999	2,329,934	3/14/2000	39	Registered
NEVERLOST	75/579,857	10/30/1998	2,340,337	4/11/2000	39	Registered
FIVE STAR	76/401,820	4/30/2001	2,770,981	10/7/2003	39	Registered
HERTZ	78/240,462	4/22/2003	2,830,130	4/6/2004	16	Registered
DRIVE THE WORLD & Design	76/553,610	10/23/2003	2,888,742	9/28/2004	39	Registered
HERTZDATALINK	78/218,249	2/24/2003	2,936,867	3/29/2005	35	Registered
RENT WISELY	78/405,618	4/21/2004	2,963,392	6/21/2005	39	Registered
ALQUILE INTELIGENTE	78/625,820	5/9/2005	3,082,790	4/18/2006	39	Registered
NEVERLOST	78/698,353	8/23/2005	3,148,203	9/26/2006	9, 39	Registered
HERTZ NEVERLOST	78/698,396	8/23/2005	3,126,595	8/8/2006	9, 39	Registered
HERTZ NEVERLOST & Design	78/698,423	8/23/2005	3,162,136	10/24/2006	9, 39	Registered
THE HERTZ #1 CLUB	132,269	6/29/1977	1,091,096	5/9/1978	39	Registered
HERTZ #1 CLUB GOLD	73/796,375	4/28/1989	1,579,481	1/23/1990	39	Registered
HERTZ #1 CLUB GOLD SERVICE	73/796,374	4/28/1989	1,583,987	2/20/1990	39	Registered
AMERICA'S WHEELS	74/005,885	11/29/1989	1,653,911	8/13/1991	39	Registered
HERTZ NEVERLOST	74/602,123	11/22/1994	1,996,150	8/20/1996	39	Registered
HERTZ #1 CLUB PLATINUM	76/037,974	4/28/2000	2,526,088	1/1/2002	39	Registered
EHERTZ	75/701,043	5/61999	2,550,483	3/19/2002	39	Registered
HERTZ #1 CLUB EXPRESS	76/216,340	2/23/2001	2,587,952	7/2/2002	39	Registered
HERTZLINK	75/701,045	5/16/1999	2,628,626	10/1/2002	39	Registered
PRESIDENT'S CIRCLE	75/917,172	2/11/2000	2,856,180	6/22/2004	39	Registered

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Classes	Status
Design	193,672	5/18/1964	815,190	9/13/1966	39	Registered
HERTZ FUN COLLECTION	78/978,181	4/20/2005	3,248,660	5/29/2007	39	Registered
SIMPLYWHEELZ	77/188,025	5/23/2007	3,419,594	4/29/2008	39	Registered
SIMPLY WHEELZ	77/215,755	6/26/2007	3,419,634	4/29/2008	39	Registered
SIMPLY WHEELZ BY HERTZ	77/215,869	6/26/2007	3,412,542	4/15/2008	39	Registered
SIMPLY WHEELZ BY HERTZ	77/22730	7/5/2007	3,415,460	4/22/2008	39	Registered
FUN COLLECTION	78/978,215	4/20/2005	3,257,183	6/26/2007	26, 39	Registered
WE'RE HERTZ. THEY'RE NOT.	77/333,856	11/20/2007	3,467,029	7/15/2008	39	Registered
HERTZ CONNECT	77/587,299	10/7/2008	3,772,683	4/6/2010	39	Registered
CONNECT BY HERTZ	77/587,310	10/7/2008	3,690,482	9/29/2009	39	Registered
JOURNEY ON	77/773,668	7/2/2009	3,826,293	7/27/2010	39	Registered
HERTZ RENT2BUY	77/765,317	6/22/2009	3,766,548	3/30/2010	35,39	Registered
HERTZ JOURNEY ON	77/773,685	7/2/2009	3,826,294	7/27/2010	39	Registered
HERTZ EXACTLY	77/682,919	3/4/2009	3,683,029	9/15/2009	39	Registered

Trademarks Owned by The Hertz Corporation

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Classes	Status
#1 EXPRESS	293,770	1/21/1981	1,203,953	8/3/1982	39	Registered
HERTZ PLATINUM SERVICE	73/459,166	12/30/1983	1,337,196	5/21/1985	39	Registered
HERTZ CAR SALES & Design	583,164	2/18/1986	1,417,030	11/11/1986	42	Registered
STARS	74/072,996	6/26/1990	1,676,057	2/18/1992	35	Registered
STARS & Design	74/072,997	6/26/1990	1,728,014	10/27/1992	35	Registered
HERTZ TECHNOLOGIES	76/141,249	10/5/2000	2,587,596	7/2/2002	38	Registered
HERTZ	76/405,097	5/8/2002	2,709,052	4/22/2003	35	Registered
HERTZ CAR SALES	76/405,001	5/8/2002	2,768,863	9/30/2003	42	Registered
HERTZ	78/240,474	4/22/2003	2,830,131	4/6/2004	12	Registered

Trademarks Owned by Hertz Equipment Rental Corporation

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Classes	Status
HERTZ	145,695	5/29/1962	750,300	5/28/1963	42	Registered
HERTZ & Design	119,281	5/4/1961	750,299	5/28/1963	42	Registered
HERC	73/826,866	9/21/1989	1,609,358	8/7/1990	37	Registered
HERTZ EQUIPMENT RENTAL	76/007,011	10/16/1995	2,013,590	11/5/1996	37	Registered
DEISGN MARK	76/527,063	7/2/2003	3,131,552	8/22/2006	35, 37	Registered
SERVICE PUMP & COMPRESSOR	76/527,078	7/1/2003	3,052,099	1/31/2006	35, 37	Registered
WHEN THE JOB REQUIRES MORE THAN A TOOLBELT	78/744,594	11/1/2005	3,341,434	11/20/2007	37	Registered
E-SERVICE PROGRAM	77/575,557	9/22/2008	3,895,655	12/21/2010	35	Registered
1ST CALL STUDIO EQUIPMENT	77/318,861	11/1/2007	3,533,322	11/8/2008	37, 39, 40, 41	Registered
RIGTIGHT	77/534,373	7/30/2008	3,681,163	9/8/2009	6	Registered
E-SP	77/575,567	9/22/2008			35, 37, 40	Pending
E-SERVICES PROGRAM	77/980,685	9/13/2010			35	Pending

Trademarks Owned by Hertz Claim Management Corporation

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Classes	Status
HCM	74/640,785	3/1/1995	1,966,589	4/9/1996	36	Registered

Trademarks Owned by Simply Wheelz, LLC

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Classes	Status
ADVANTAGE	75/495,784	6/4/1998	2,264,826	7/27/1999	39	Registered
ADVANTAGE RENT-A-CAR AND DESIGN	74/068,845	6/14/1990	1,646,302	5/28/1991	39	Registered
ADVANTAGE RENT-A-CAR	74/263,621	4/2/1992	1,738,673	12/8/1992	39	Registered
ADVANTAGE RENT-A-CAR	75/549,783	6/4/1998	2,263,010	7/20/1999	39	Registered
A STYLIZED	74/090,753	8/24/1990	1,649,048	6/25/1991	39	Registered
ADVANTAGE RESERVATIONS	75/489,122	5/21/1998	2,299,570	12/14/1999	39	Registered
A ADVANTAGE AND DESIGN	78/902,042	6/6/2006	3,574,097	2/10/2009	39	Registered
A AND DESIGN	78/901,970	6/6/2006	3,304,636	10/2/2007	39	Registered
NEED A RIDE? CALL ADVANTAGE	78/381,612	3/10/2004	3,118,007	7/18/2006	39	Registered
WE"LL EVEN GIVE YOU A RIDE	78/381,593	3/10/2004	3,118,006	6/18/2006	39	Registered
ADVANTAGE RENT-A-CAR AND DESIGN	78/922,450	7/5/2006	3,304,723	10/2/2007	39	Registered