

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
Wizard Co., Inc.		05/03/2011	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:	a National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	0703700	AVIS
Registration Number:	1071131	AVIS
Registration Number:	1660119	AVIS
Registration Number:	1353304	AVIS
Registration Number:	3194055	AVIS CARES
Registration Number:	3264583	AVIS CARES
Registration Number:	1671740	AVIS CARES
Registration Number:	1835715	AVIS CHAIRMAN'S CLUB
Registration Number:	2814594	AVIS CORPORATE AWARDS PROGRAM
Registration Number:	3013854	AVIS ESCAPE RATES
Registration Number:	3363030	AVIS FIRST
Registration Number:	2538416	AVIS INTERACTIVE
Registration Number:	1648339	AVIS LUBE
Registration Number:	1524787	AVIS LUBE

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Registration Number:	1646271	AVIS LUBE
Registration Number:	1649696	AVIS LUBE
Registration Number:	1522866	AVIS LUBE FAST OIL CHANGE CENTER
Registration Number:	1528583	AVIS LUBE FAST OIL CHANGE CENTER
Registration Number:	1011004	AVIS NEWS
Registration Number:	3430711	AVIS PREFERRED
Registration Number:	3224608	CLUB RED
Registration Number:	3012375	DRIVE FREE
Registration Number:	3806831	NOT JUST CORPORATE SPONSORS. FANS.
Registration Number:	3548233	
Registration Number:	2424039	PERSONALLY YOURS
Registration Number:	2656604	PREFERRED
Registration Number:	3763244	RENTAL HEALTH DAY
Registration Number:	3762893	RENTAL HEALTH DAYS
Registration Number:	2479902	RENTCONTROL
Registration Number:	1712287	RENTSAVERS
Registration Number:	1648373	ROVING RAPID RETURN
Registration Number:	0967829	WE TRY HARDER
Registration Number:	1681462	WE TRY HARDER.
Registration Number:	2090750	WEATHERFAX
Registration Number:	0924856	WIZARD

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-3175
Email: jnull@stblaw.com
Correspondent Name: Parijat Sharma
Address Line 1: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1589
NAME OF SUBMITTER:	J. Jason Mull
Signature:	/J. Jason Mull/
Date:	05/16/2011

Total Attachments: 8

TRADEMARK
REEL: 004542 FRAME: 0344

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of May 3, 2011 is made by Wizard Co., 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 Amended and Restated Credit Agreement dated as of May 3, 2011 (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 affiliate of Obligor (the “Borrower”), Avis Budget Holdings, LLC, a Delaware limited liability company (“Holdings”), the Lenders, the Agent and the other agents party thereto.

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 May 3, 2011, 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. Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office, provided, that upon the filing of acceptable evidence of use of the Trademark with the United States Patent and Trademark Office such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

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.

WIZARD CO., INC.

By: 

Name: Rochelle Tarlowe

Title: Vice President 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.

WIZARD CO., INC.

By: _____
Name:
Title:
Date:

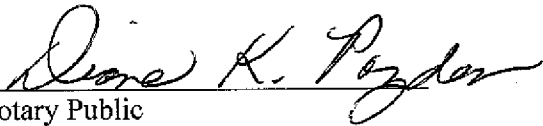
JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: Robert P. Kellas
Name: ROBERT P. KELLAS
Title: EXECUTIVE DIRECTOR
Date: May 2, 2011

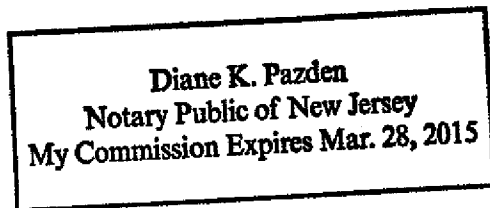
ACKNOWLEDGMENT OF OBLIGOR

STATE OF)
) ss
COUNTY OF)

On the 2 day of May 2011, before me personally came Rochelle Tarlowe, who is personally known to me to be the Vice President and Treasurer of Wizard Co., Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Vice President and 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.


Notary Public

(PLACE STAMP AND SEAL ABOVE)



ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

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

On the 2 day of May 2011, 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 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.

ADREA S. ADAMS
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN BRONX COUNTY
REG. #01ADB237811
MY COMM. EXP. MARCH 28, 2015

Adrea Adams
Notary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

Wizard Co., Inc.

Trademark	Application Number	Filing Date	Registration Number	Registration Date
AVIS	72078331	24-Jul-1959	703700	30-Aug-1960
AVIS	73108122	01-Dec-1976	1071131	09-Aug-1977
AVIS & LINE DESIGN	74129082	09-Jan-1991	1660119	08-Oct-1991
AVIS (STYLIZED)	73519567	28-Jan-1985	1353304	06-Aug-1985
AVIS CARES	78840887	20-Mar-2006	3194055	02-Jan-2007
AVIS CARES	78840889	20-Mar-2006	3264583	17-Jul-2007
AVIS CARES (Stylized)	74129081	09-Jan-1991	1671740	14-Jan-1992
AVIS CHAIRMAN'S CLUB	74356090	05-Feb-1993	1835715	10-May-1994
AVIS CORPORATE AWARDS PROGRAM	76447514	06-Sep-2002	2814594	17-Feb-2004
AVIS ESCAPE RATES	78271118	07-Jul-2003	3013854	08-Nov-2005
AVIS FIRST	77100596	06-Feb-2007	3363030	01-Jan-2008
AVIS INTERACTIVE	78071071	26-Jun-2001	2538416	12-Feb-2002
AVIS LUBE	73671748	13-Jul-1987	1648339	18-Jun-1991
AVIS LUBE (Stylized)	73730796	26-May-1988	1524787	14-Feb-1989
AVIS LUBE (Stylized)	73671713	13-Jul-1987	1646271	28-May-1991
AVIS LUBE (Stylized)	73671733	13-Jul-1987	1649696	09-Jul-1991
AVIS LUBE FAST OIL CHANGE CENTER	73728803	16-May-1988	1522866	31-Jan-1989
AVIS LUBE FAST OIL CHANGE CENTER (Stylized)	73728802	16-May-1988	1528583	07-Mar-1989
AVIS NEWS	73024788	20-Jun-1974	1011004	20-May-1975
AVIS PREFERRED	77278619	13-Sep-2007	3430711	20-May-2008
CLUB RED	78815572	15-Feb-2006	3224608	03-Apr-2007
DRIVE FREE	78485552	17-Sep-2004	3012375	01-Nov-2005
NOT JUST CORPORATE SPONSORS. FANS.	77863676	03-Nov-2009	3806831	22-Jun-2010
OMEGA Design	78703925	31-Aug-2005	3548233	16-Dec-2008
PERSONALLY YOURS	75684994	19-Apr-1999	2424039	23-Jan-2001
PREFERRED	78061358	01-May-2001	2656604	03-Dec-2002
RENTAL HEALTH DAY	77841621	05-Oct-2009	3763244	23-Mar-2010
RENTAL HEALTH DAYS	77797337	05-Aug-2009	3762893	23-Mar-2010
RENTCONTROL	76105983	08-Aug-2000	2479902	21-Aug-2001
RENTSAVERS	74222794	18-Nov-1991	1712287	01-Sep-1992
ROVING RAPID RETURN	74078934	16-Jul-1990	1648373	18-Jun-1991

Trademark Security Agreement – Wizard Co., Inc.

**TRADEMARK
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WE TRY HARDER	72432030	07-Aug-1972	967829	04-Sep-1973
WE TRY HARDER (Stylized)	74115564	15-Nov-1990	1681462	31-Mar-1992
WEATHERFAX	75084572	05-Apr-1996	2090750	26-Aug-1997
WIZARD	72386274	15-Mar-1971	924856	30-Nov-1971

Trademark Security Agreement – Wizard Co., Inc.