

# 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
Budget Rent A Car System, 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: 19			
Property Type	Number	Word Mark	
Registration Number:	1161448	BUDGET	
Registration Number:	1300949	BUDGET	
Registration Number:	2269207	BUDGET	
Registration Number:	1156786	BUDGET CAR SALES	
Registration Number:	2555444	BUDGET CAR SALES	
Registration Number:	2555445	BUDGET	
Registration Number:	1300950	BUDGET RENT A CAR	
Registration Number:	3255851	BUDGET TRUCK RENTAL	
Registration Number:	2800472	FASTBREAK	
Registration Number:	3021942	GET IN, GET OUT, GET GOING	
Registration Number:	3525451	GREAT TRUCKS, LESS BUCKS	
Registration Number:	3168553	MAKE THE BETTER MOVE	
Registration Number:	2983237	MOVING UP IN TRUCK RENTAL	
Registration Number:	3349898	OPTIMUM	

900192004

TRADEMARK  
 REEL: 004542 FRAME: 0402

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Registration Number:	3045871	RAPIDREZ
Registration Number:	3309657	RENT LIKE A GENIUS
Registration Number:	2864949	UNLIMITED BUDGET
Registration Number:	3718370	UNLIMITED BUDGET WE PAY ON EVERYTHING
Serial Number:	85130990	UNLIMITED BUDGET

#### 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
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NAME OF SUBMITTER:	J. Jason Mull
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Signature:	/J. Jason Mull/
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Date:	05/16/2011
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#### Total Attachments: 7

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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 Budget Rent A Car System, 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 parent 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.

BUDGET RENT A CAR SYSTEM, INC.

By: 

Name: Paul Gallagher

Title: Assistant Secretary

Date:

JPMORGAN CHASE BANK, N.A.

as Administrative Agent for the Lenders

By: \_\_\_\_\_

Name:

Title:

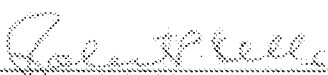
Date:

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.

BUDGET RENT A CAR SYSTEM, INC.

By: \_\_\_\_\_  
Name:  
Title:  
Date:

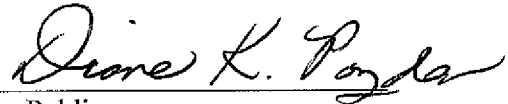
JPMORGAN CHASE BANK, N.A.  
as Administrative Agent for the Lenders

By:  \_\_\_\_\_  
Name: ROBERT P. KELLAS  
Title: EXECUTIVE DIRECTOR  
Date: May 2, 2011

ACKNOWLEDGMENT OF OBLIGOR

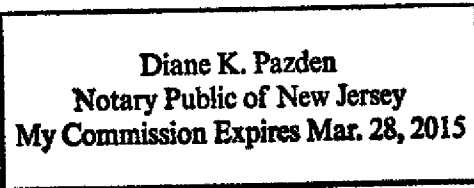
STATE OF                                 )  
  ) ss  
COUNTY OF                                 )

On the 2 day of May 2011, before me personally came Paul Gallagher, who is personally known to me to be the Assistant Secretary of Budget Rent A Car System, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Assistant Secretary 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. #01AD6237811  
MY COMM. EXP. MARCH 28, 2015

Adrea Adams  
Notary Public

(PLACE STAMP AND SEAL ABOVE)



## SCHEDULE A

### U.S. Trademark Registrations and Applications

**Budget Rent A Car System, Inc.**

Trademark	Application Number	Filing Date	Registration Number	Registration Date
BUDGET (Stylized)	73226982	10-Aug-1979	1161448	14-Jul-1981
BUDGET (Stylized)	73438911	11-Aug-1983	1300949	16-Oct-1984
BUDGET (WORD MARK)	75558038	24-Sep-1998	2269207	10-Aug-1999
BUDGET CAR SALES (Stylized)	73226949	10-Aug-1979	1156786	02-Jun-1981
BUDGET CAR SALES LOGO (DUAL TRIANGLES DESIGN)	76164545	15-Nov-2000	2555444	02-Apr-2002
BUDGET LOGO (DUAL TRIANGLE DESIGN)	76164546	15-Nov-2000	2555445	02-Apr-2002
BUDGET RENT A CAR	73438912	11-Aug-1983	1300950	16-Oct-1984
BUDGET TRUCK RENTAL LOGO (DUAL TRIANGLES DESIGN)	78936265	24-Jul-2006	3255851	26-Jun-2007
FASTBREAK	78215251	14-Feb-2003	2800472	30-Dec-2003
GET IN, GET OUT, GET GOING	78380036	08-Mar-2004	3021942	29-Nov-2005
GREAT TRUCKS, LESS BUCKS	77329372	14-Nov-2007	3525451	28-Oct-2008
MAKE THE BETTER MOVE	78778930	22-Dec-2005	3168553	07-Nov-2006
MOVING UP IN TRUCK RENTAL	78422797	21-May-2004	2983237	09-Aug-2005
OPTIMUM	78788140	10-Jan-2006	3349898	04-Dec-2007
RAPIDREZ	78524156	30-Nov-2004	3045871	17-Jan-2006
RENT LIKE A GENIUS	78863358	18-Apr-2006	3309657	09-Oct-2007
UNLIMITED BUDGET	78215262	14-Feb-2003	2864949	20-Jul-2004
UNLIMITED BUDGET & Design	77729528	05-May-2009	3718370	01-Dec-2009
UNLIMITED BUDGET & Globe Design	85130990	16-Sep-2010		

Trademark Security Agreement – Avis Budget Car Rental, LLC

**RECORDED: 05/16/2011**

**TRADEMARK  
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