

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Avis Budget Car Rental, LLC		05/03/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	P.O. Box 2558		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77252		
<b>Entity Type:</b>	a National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3430780	EZFUEL	
<b>Registration Number:</b>	3562653	IRIS	
<b>Registration Number:</b>	3496690	LEADING EDGE	
<b>Registration Number:</b>	3350322	WHERE2	
<b>Serial Number:</b>	85003923	CUSTOMER LED, SERVICE DRIVEN	
<b>Serial Number:</b>	85003919	CUSTOMER LED, SERVICE DRIVEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 455-3175		
<b>Email:</b>	jmull@stblaw.com		
<b>Correspondent Name:</b>	Parijat Sharma		
<b>Address Line 1:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		

**OP \$165.00 3430780**

ATTORNEY DOCKET NUMBER:	509265/1589
NAME OF SUBMITTER:	J. Jason Mull
Signature:	/J. Jason Mull/
Date:	05/16/2011
<p>Total Attachments: 7 source=5 TM SIA AvisBudgetCarRentalLLC EXECUTED#page1.tif source=5 TM SIA AvisBudgetCarRentalLLC EXECUTED#page2.tif source=5 TM SIA AvisBudgetCarRentalLLC EXECUTED#page3.tif source=5 TM SIA AvisBudgetCarRentalLLC EXECUTED#page4.tif source=5 TM SIA AvisBudgetCarRentalLLC EXECUTED#page5.tif source=5 TM SIA AvisBudgetCarRentalLLC EXECUTED#page6.tif source=5 TM SIA AvisBudgetCarRentalLLC EXECUTED#page7.tif</p>	

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 Avis Budget Car Rental, LLC, a Delaware limited liability company, located at 6 Sylvan Way, Parsippany, New Jersey 07054 (the “Borrower”), 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 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 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 Borrower 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 Borrower 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 Borrower 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 Borrower 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 Borrower'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.

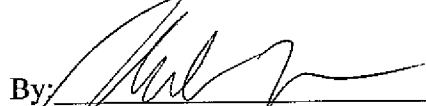
SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Amended 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 Borrower 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.

AVIS BUDGET CAR RENTAL, LLC

By:   
Name: Rochelle Tarlowe  
Title: Vice President and Treasurer  
Date:

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

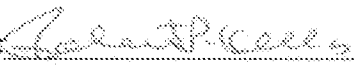
By: \_\_\_\_\_  
Name:  
Title:  
Date:

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.

AVIS BUDGET CAR RENTAL, LLC

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

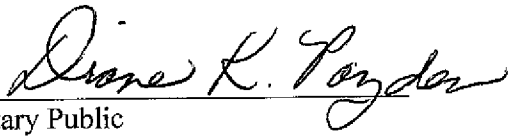
JPMORGAN CHASE BANK, N.A.  
as Administrative Agent for the Lenders

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

ACKNOWLEDGMENT OF BORROWER

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 Avis Budget Car Rental, LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the Vice President and Treasurer in such company, the company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the members of such company; and that she/he acknowledged said instrument to be the free act and deed of said company.

  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

Diane K. Pazden  
Notary Public of New Jersey  
My Commission Expires Mar. 28, 2015





## SCHEDULE A

### U.S. Trademark Registrations and Applications

Avis Budget Car Rental, LLC

Trademark	Application Number	Filing Date	Registration Number	Registration Date
CUSTOMER LED, SERVICE DRIVEN	85003923	01-Apr-2010		
CUSTOMER LED, SERVICE DRIVEN	85003919	01-Apr-2010		
EZFUEL	77279460	14-Sep-2007	3430780	20-May-2008
IRIS	78913121	21-Jun-2006	3562653	13-Jan-2009
LEADING EDGE	77186820	22-May-2007	3496690	02-Sep-2008
WHERE2	78916784	26-Jun-2006	3350322	04-Dec-2007

Trademark Security Agreement – Avis Budget Car Rental, LLC