

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement (Term Credit Agreement)

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Donlen Corporation		01/19/2012	CORPORATION: ILLINOIS

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

<b>PROPERTY NUMBERS Total: 14</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2406561	FLEETWEB
Registration Number:	2089394	SAFE-LEASE
Registration Number:	3033780	DONLEN CORPORATION
Registration Number:	3075313	DONLENDRIVER
Registration Number:	3152396	NATIONAL AUCTION INDEX
Registration Number:	3379494	LIFECYCLE OPTIMIZATION TOOLS
Registration Number:	3923546	DONLEN GREENKEY
Registration Number:	3920197	GREENKEY
Registration Number:	2186186	SAFECARE
Registration Number:	1968471	VEHICLE VIEWS
Registration Number:	1553212	DC
Registration Number:	2868738	WE'RE CHANGING THE WAY YOU WORK
Registration Number:	3817970	FRIDAYFLEET
Serial Number:	85282339	FLEETS FOR CHANGE

**TRADEMARK**

OP \$365.00 2406561

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290

Email: ipdocket@lw.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

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:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	01/23/2012

**Total Attachments: 5**

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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 January 19, 2012, is entered into by **DONLEN CORPORATION** (the "Additional Granting Party") 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 March 11, 2011 (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 "Term Credit Agreement"), among The Hertz Corporation, DBNY and the other parties thereto.

**WHEREAS**, under the Term Credit Agreement, the Lenders have made extensions of credit to the Parent Borrower upon the terms and subject to the conditions set forth therein;

**WHEREAS**, the Term Credit Agreement requires the Additional Granting Party to become a party to the Term Guarantee and Collateral Agreement (as defined below);

**WHEREAS**, the Additional Granting Party has entered into an assumption agreement acknowledged by DBNY, dated as of September 1, 2011 (the "Assumption Agreement") pursuant to which the Additional Granting Party became a Granting Party under the Guarantee and Collateral Agreement, dated as of March 11, 2011 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "Term Guarantee and Collateral Agreement") and expressly assumed all obligations and liabilities of a Guarantor, Grantor and Pledgor thereunder; and

**WHEREAS**, under the terms of the Term Guarantee and Collateral Agreement, the Additional Granting Party 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, the Additional Granting Party 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 Term Credit Agreement or the Term Guarantee and Collateral Agreement, as applicable.

1.2 "Trademarks" all of the Additional Granting Party'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 the Additional Granting Party'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 the Additional Granting Party 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 Term Credit Agreement and the Term Guarantee and Collateral Agreement, the Additional Granting Party 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 Additional Granting Party 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 Term Guarantee and Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Term Guarantee and Collateral Agreement, the terms of the Term Guarantee and Collateral Agreement shall control in all respects.

SECTION 4. RECORDATION.

The Additional Granting Party 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 Term 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 the Additional Granting Party 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.

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

DONLEN CORPORATION

By: 

Name: R. Scott Massengill

Title: Treasurer

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

By: Marguerite Sutton

Name: Marguerite Sutton

Title: Director

By: Carin Keegan

Name: Carin Keegan

Title: Director

**SCHEDULE A**

<b>Trademark</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Classes</b>	<b>Status</b>
FLEETWEB (U.S.)	752614056	3/21/97	2,406,561	11/21/2000	25, 39	Registered
SAFE-LEASE	75195523	12/12/96	2,089,394	08/19/1997	39	Registered
DONLEN CORPORATION	76614740	10/4/04	3,033,780	12/27/2005	35, 39	Registered
DonlenDriver	76618604	12/1/04	3,075,313	04/04/2006	35, 38	Registered
NATIONAL AUCTION INDEX	78741966	10/27/05	3,152,396	10/03/2006	35	Registered
LIFECYCLE OPTIMIZATION TOOLS	78789722	1/11/06	3,379,494	02/05/2008	42	Registered
DONLEN GREENKEY	77427199	3/20/08	3,923,546	02/22/2011	9, 42	Registered
GREENKEY	77547390	8/14/08	3,920,197	02/15/2011	9, 42	Registered
SAFECARE	74795617	8/15/95	2,186,186	09/01/1998	16	Registered
VEHICLE VIEWS	74674560	5/16/95	1,968,471	06/16/1996	16	Registered
DC AND DESIGN	73757658	10/14/98	1,553,212	08/22/1989	35, 39	Registered
WE'RE CHANGING THE WAY YOU WORK	76515600	5/20/2003	2,868,738	08/03/2004	35, 39	Registered
FRIDAYFLEET	77884146	12/20/08	3,817,970	07/03/2010	41	Registered
FLEETS FOR CHANGE	85282339	3/31/11	N/A	N/A	42	Pending