

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas		02/16/2012	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Dollar Rent A Car Inc.
Street Address:	5330 E. 31St Street
City:	Tulsa
State/Country:	OKLAHOMA
Postal Code:	74135
Entity Type:	CORPORATION: OKLAHOMA

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	3304461	DOLLAR DIVIDENDS
Registration Number:	3863484	RAPID RENTAL
Registration Number:	3872656	DOLLAR RAPID RENTAL
Registration Number:	3861959	FASTLANE
Registration Number:	3542242	DAILY DIVIDENDS
Registration Number:	3395601	ROADSAFE
Registration Number:	3333669	STYLESERIES
Registration Number:	3105179	GREAT RATES! GOOD CALL.
Registration Number:	3064493	DOLLAR 4 BUSINESS
Registration Number:	3021985	DOLLAR EXPRESS
Registration Number:	3230530	DOLLAR EXPRESS RENTER REWARDS
Registration Number:	3021940	DOLLAR EXPRESS
Registration Number:	3005071	HOME OF OUR LOWEST RATES
Registration Number:	2525162	OUR CARS WORK WHEN YOURS WON'T

TRADEMARK

OP \$790.00 3304461

Registration Number:	2326037	DOLLAR
Registration Number:	2209577	SILVER DOLLAR CLUB
Registration Number:	2079330	DOLLAR RENT A CAR
Registration Number:	2110019	DOLLAR RENT A CAR
Registration Number:	2245294	DOLLAR
Registration Number:	2182755	DOLLAR
Registration Number:	2170106	DOLLAR
Registration Number:	2024146	DOLLAR MAKES SENSE.
Registration Number:	2023133	GREAT DRIVES
Registration Number:	1826644	DOLLAR
Registration Number:	1825518	DOLLAR
Registration Number:	1823254	RIGHT ON THE AIRPORT. RIGHT ON THE MONEY.
Registration Number:	1782238	DOLLAR
Registration Number:	1768245	DOLLAR
Registration Number:	1492628	DOLLAR
Registration Number:	1493576	DOLLAR
Registration Number:	0948360	DOLLAR

CORRESPONDENCE DATA

Fax Number: (212)225-3999
Phone: (212) 225-2294
Email: mprunella@cgsh.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Megan Prunella Esq.
Address Line 1: One Liberty Plaza
Address Line 2: Cleary Gottlieb Steen & Hamilton, LLP
Address Line 4: New York, NEW YORK 10006

NAME OF SUBMITTER:	Megan Prunella
Signature:	/Megan Prunella/
Date:	02/17/2012

Total Attachments: 4
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of February 16, 2012 ("Release"), is made by DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent ("Collateral Agent") in favor of DOLLAR RENT A CAR, INC., an Oklahoma corporation ("Grantor").

WHEREAS, pursuant to the Credit Agreement dated as of June 15, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders, the Collateral Agent, and other parties, the Grantor executed and delivered the Security Agreement dated as of June 15, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Trademark Security Agreement dated as of June 15, 2007 ("Trademark Security Agreement") and Supplemental Trademark Security Agreement dated as of August 16, 2010 ("Supplemental Security Agreement", collectively with the Trademark Security Agreement, the "IP Security Agreements"), and the Lenders and the Issuer extended Commitments to make Credit Extensions to the Borrower in connection with execution of the Security Agreement and Trademark Security Agreement;

WHEREAS, pursuant to the Security Agreement and IP Security Agreements, Grantor mortgaged, pledged, and hypothecated to Collateral Agent, and granted to Collateral Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the Trademark Collateral and Additional Trademark Collateral; and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on June 22, 2007 at Reel 3566 Frame 0432 and the Supplemental Trademark Security Agreement was recorded at the USPTO on August 23, 2010 at Reel 4265 Frame 0587.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent, on behalf of itself and each Secured Party, and Grantor (the "parties") agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement (including by incorporation) or IP Security Agreements.

SECTION 2. Termination and Release. Collateral Agent, on behalf of itself and each Secured Party, hereby (except for clause (c), in which case the Collateral Agent as to itself only):

(a) absolutely, unconditionally and irrevocably terminates the IP Security Agreements, and any other agreement under which Grantor has granted a collateral mortgage, pledge, hypothecation, grant, assignment, lien, or security interest in, to, and under the Trademark Collateral and Additional Trademark Collateral, provided, that notwithstanding the foregoing, nothing herein shall be deemed to terminate or otherwise impair those expense reimbursement, indemnification or other provisions of the IP Security Agreements and any other agreement which by their express terms survive the repayment of the Loans and the termination of such agreements;

(b) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under the Trademark Collateral and Additional Trademark Collateral, including the foregoing listed on Schedule A attached hereto;

(c) represents and warrants that it has full authority to execute and deliver this Release; and


(d) authorizes and requests the Director of Patents and Trademarks of the United States of America to record this Release.


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IN WITNESS WHEREOF, the Collateral Agent, on behalf of itself and each Secured Party, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent

By: 
Name: Evelyn Thierry
Title: Director


By: _____
Name: Erin Morrissey
Title: Director

Schedule A

**U.S. Trademarks Subject to Security Interest
Granted by Dollar Rent A Car, Inc.
In Favor of Deutsche Bank Trust Company Americas, as Collateral Agent
Recorded August 23, 2010 at Reel 4265 Frame 0587**

Registered Marks

Mark	Registration No.	Registration Date
DOLLAR DIVIDENDS	3304461	10/02/07
RAPID RENTAL and Design	3863484	10/19/10
DOLLAR RAPID RENTAL and Design	3872656	11/09/10
FASTLANE	3861959	10/12/10
DAILY DIVIDENDS	3542242	12/02/08
ROADSAFE	3395601	03/11/08
STYLESERIES	3333669	11/13/07

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Granted by Dollar Rent A Car, Inc.
In Favor of Deutsche Bank Trust Company Americas, as Collateral Agent
Recorded June 22, 2007 at Reel 3566 Frame 0432**

Registered Marks

Mark	Registration No.	Registration Date
DOLLAR DIVIDENDS	3304461	10/02/07
GREAT RATES! GOOD CALL.	3105179	06/13/06
DOLLAR 4 BUSINESS and Design	3064493	02/28/06
DOLLAR EXPRESS	3021985	11/29/05
DOLLAR EXPRESS RENTER REWARDS	3230530	04/17/07
DOLLAR EXPRESS	3021940	11/29/05
HOME OF OUR LOWEST RATES	3005071	10/04/05
ROADSAFE	3395601	03/11/08
STYLESERIES	3333669	11/13/07
OUR CARS WORK WHEN YOURS WON'T	2525162	01/01/02
DOLLAR	2326037	03/07/00
SILVER DOLLAR CLUB	2209577	12/08/98
DOLLAR RENT A CAR and Design	2079330	07/15/97
DOLLAR RENT A CAR	2110019	10/28/97
DOLLAR and Design	2245294	05/18/99
DOLLAR and Design	2182755	08/18/98
DOLLAR	2170106	06/30/98
DOLLAR MAKES SENSE	2024146	12/17/96
GREAT DRIVES	2023133	12/17/96
DOLLAR and Design	1826644	03/15/94
DOLLAR	1825518	03/08/94
RIGHT ON THE AIRPORT. RIGHT ON THE MONEY.	1823254	02/22/94
DOLLAR and Design	1782238	07/13/93
DOLLAR and Design	1768245	04/27/93
DOLLAR	1492628	06/14/88
DOLLAR	1493576	06/21/88
DOLLAR	0948360	12/05/72