

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cinelease, Inc.		03/30/2012	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	CORPORATION: GERMANY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3602021	CINELEASE, INC.	
Registration Number:	3602022	CINELEASE	
CORRESPONDENCE DATA			
Fax Number:	(212)909-6836		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Oh-Yoon Kim, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	22947-1200		
NAME OF SUBMITTER:	Oh-Yoon Kim		
Signature:	/Oh-Yoon Kim/		

CH \$65.00 3602021

TRADEMARK

Date:

04/03/2012

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 March 30, 2012, is entered into by CINELEASE, INC., a Nevada corporation (the “Additional Granting Party”), in favor of DEUTSCHE BANK AG NEW YORK BRANCH (“DBNY”), as collateral agent (in such capacity, the “Collateral Agent”) and as administrative agent (in such capacity, the “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 “ABL Credit Agreement”), among Hertz Equipment Rental Corporation, The Hertz Corporation, the Canadian Borrowers, the Lenders, DBNY and the other parties thereto.

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

WHEREAS, the Additional Granting Party has entered into an assumption agreement acknowledged by DBNY, dated as of March 30, 2012 (the “Assumption Agreement”) pursuant to which the Additional Granting Party became a Granting Party under the U.S. 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 “ABL 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 ABL 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 ABL Credit Agreement or the ABL 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 ABL Credit Agreement and the ABL 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 ABL Guarantee and Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of the ABL Guarantee and Collateral Agreement, the terms of the ABL 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 ABL 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.

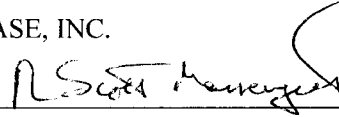
6.3 Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed page 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.

CINELEASE, INC.

By:



Name:

Scott Massengill

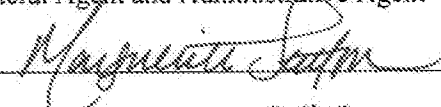
Title:

Treasurer

[Signature Page to Trademark Security Agreement – ABL]

TRADEMARK
REEL: 004750 FRAME: 0526

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

By: 

Name: Marguerite Sutton
Director


Title: _____

By: 

Name: Courtney E. Meehan
Vice President

Title: _____

SCHEDULE A

Trademark	Reg. No.	Reg. Date	Status
	3602021	4/7/2009	Registered
CINELEASE	3602022	4/7/2009	Registered