

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
Bank of America, N.A., as Administrative Agent		11/19/2012	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Dollar Thrifty Automotive Group, Inc.		
Street Address:	5310 E. 31st Street		
City:	Tulsa		
State/Country:	OKLAHOMA		
Postal Code:	74153		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2998789	VALUE EVERY TIME	
Registration Number:	2044962	SHOOTING STARS	
Registration Number:	2062058	NEIGHBORS TOGETHER	
CORRESPONDENCE DATA			
Fax Number:	2122253999		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2122252294		
Email:	mprunella@cgsh.com		
Correspondent Name:	Megan Prunella		
Address Line 1:	One Liberty Plaza		
Address Line 4:	New York, NEW YORK 10006		
NAME OF SUBMITTER:	Megan Prunella		
Signature:	/Megan Prunella/		

OP \$90.00 2998789

Date:

11/19/2012

Total Attachments: 3

source=DTAG Trademark Releases November 2012#page1.tif

source=DTAG Trademark Releases November 2012#page2.tif

source=DTAG Trademark Releases November 2012#page3.tif

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of November 19, 2012 ("Release"), is made by Bank of America, N.A., as Administrative Agent ("Administrative Agent") in favor of Dollar Thrifty Automotive Group, Inc. ("Grantor").

WHEREAS, pursuant to that certain Security Agreement dated as of February 16, 2012 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Grantors party thereto and the Administrative Agent, each Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, continuing lien upon, and a right to set off against, any and all right, title and interest of such Grantor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks dated as of February 16, 2012 ("Notice"); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on February 20, 2012 at Reel 4719 Frame 0848.

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, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse except as expressly provided herein, hereby:

(a) absolutely, unconditionally and irrevocably terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to, and right to set off against, the right, title, and interest in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including, but not limited to, the foregoing listed on Schedule A attached hereto;

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

(c) authorizes the recordation of this Release with the USPTO at Grantor's expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

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

Administrative Agent:

Bank of America, N.A., as Administrative Agent

By: 
Name: Tiffany Shin
Title: Assistant Vice President

Schedule A

**Dollar Thrifty Automotive Group, Inc.
(Delaware Corporation)**

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
VALUE EVERY TIME	2998789	09/20/05
SHOOTING STARS and Design	2044962	03/11/97
NEIGHBORS TOGETHER and Design	2062058	05/13/97