

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390146

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks (Releases RF 4968/0717)
SEQUENCE:	16

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DEUTSCHE BANK AG, NEW YORK BRANCH, as Administrative Agent and Collateral Agent		06/30/2016	NEW YORK BRANCH OF A BANK ORGANIZED AND EXISTING UNDER THE LAWS OF GERMANY: GERMANY

RECEIVING PARTY DATA

Name:	DollarThrifty 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: 7147558290
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	049133-0157
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	07/01/2016

Total Attachments: 9

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of June 30, 2016 (the "Termination and Release"), from **DEUTSCHE BANK AG, NEW YORK BRANCH** ("Agent"), as Administrative Agent and Collateral Agent for the several banks and other financial institutions that are parties to the Term Credit Agreement (as defined below), to **CINELEASE, INC., DOLLAR RENT A CAR, INC., DOLLAR THRIFTY AUTOMOTIVE GROUP, INC., DONLEN CORPORATION, THRIFTY, LLC, THE HERTZ CORPORATION, HERC RENTALS INC.** (f/k/a Hertz Equipment Rental Corporation), **HERTZ CLAIM MANAGEMENT CORPORATION** and **HERTZ SYSTEM, INC.** (each, a "Grantor").

WHEREAS, under the U.S. Guarantee and Collateral Agreement, dated as of March 11, 2011 (the "Term Guarantee and Collateral Agreement"), the Grantors granted to the Agent, for the ratable benefit of the Secured Parties (as defined therein), a security interest (the "Security Interest") in certain property, including the Trademarks (as defined below) applied for or registered with the U.S. Patent and Trademark Office (the "PTO") set forth on the schedules hereto;

WHEREAS, the grant of the Security Interest in the Trademarks was evidenced by (i) the Trademark Security Agreement, dated as of March 11, 2011, among the Agent, The Hertz Corporation, Hertz Equipment Rental Corporation, Hertz Claim Management Corporation and Hertz System Inc., (ii) the Trademark Security Agreement, dated as of March 30, 2012, between the Agent and Cinelease, Inc., (iii) the Trademark Security Agreement, dated as of February 22, 2013, between the Agent and Dollar Rent A Car, Inc., (iv) the Trademark Security Agreement, dated as of February 22, 2013, between the Agent and Dollar Thrifty Automotive Group, Inc., (v) the Trademark Security Agreement, dated as of January 19, 2012, between the Agent and Donlen Corporation, (vi) the Trademark Security Agreement, dated as of February 22, 2013, between the Agent and Thrifty, Inc. (the security agreements identified in the subclauses (i)-(vi), collectively the "Security Agreements");

WHEREAS, the Security Agreements were recorded in the Trademark Division of the PTO on the Reels and Frames listed on schedules hereto; and

WHEREAS, the Agent desires to terminate and release the entirety of its Security Interest in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks pursuant to the Term Guarantee and Collateral Agreement, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the parties hereto agree as follows:

SECTION 1. DEFINED TERMS.

1.1 Capitalized terms not otherwise defined herein have the meanings set forth in the Credit Agreement, dated as of March 11, 2011, among Hertz Equipment Rental Corporation, The Hertz Corporation, the Canadian Borrowers, the Lenders party thereto from time to time, the Agent, and certain other parties as named therein (as amended, supplemented or otherwise modified from time to time, the "Term Credit Agreement") or the Term Guarantee and Collateral Agreement, as applicable.

1.2 "Trademarks" shall mean all of the Grantors' United States and foreign 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 Grantor's rights therein) (including, but not limited to, the trademarks listed on the schedules hereto), 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 thereof), and (iii) all other rights corresponding thereto and all other rights of any kind whatsoever of such Grantor 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. RELEASE OF SECURITY INTEREST. The Agent hereby terminates, releases and discharges its Security Interest in the Trademarks, and any right, title or interest of the Agent in the Trademarks shall hereby cease and become void.

SECTION 3. RECORDATION. Each Grantor hereby authorizes and requests that the Commissioner of Trademarks of the United States record this Termination and Release with the PTO.

SECTION 4. FURTHER ASSURANCES. The Agent shall execute and deliver to the Grantors all further releases and other documents (including, without limitation, Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of the Security Interest in the Trademarks.

SECTION 5. GENERAL.

5.1 Governing Law. **THIS TERMINATION AND RELEASE 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, WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS.

5.2 Successors and Assigns. This Termination and Release shall be binding upon and inure to the benefit of the Agent and Grantors and their respective successors and assigns.

5.3 Counterparts. This Termination and Release 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 Termination and Release by facsimile transmission or other customary means of electronic transmission (including "pdf") shall be effective as delivery of a manually signed counterpart of this Termination and Release.

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

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

By: 

Name: _____

Title:

Michael Shannon
Vice President

By: 

Name: _____

Title:

Peter Cucchiara
Vice President

SCHEDULE

Owner: Hertz System, Inc.
Reel/Frame No. 4499/0401

Trademark	Reg. No.	Reg. Date	Status
HERTZ	614,123	10/11/1955	Registered
HERTZ PUTS YOU IN THEDRIVER'S SEAT	759,388	10/29/1963	Registered
LET HERTZ PUT YOU IN THE DRIVER'S SEAT	759,390	10/29/1963	Registered
HERTZ & Design	965,773	8/7/1973	Registered
HERTZ & Design	972,211	11/6/1973	Registered
HERTZ	1,230,391	3/8/1983	Registered
HERTZ TRUCK RENTAL & Design	1,239,770	5/24/1983	Registered
HERTZ AFFORDABLEEUROPE	1,286,468	7/17/1984	Registered
THE #1 WAY TO RENT A CAR	1,361,049	9/17/1985	Registered
EXPRESS RETURN	1,367,222	10/22/1985	Registered
HERTZ	1,733,621	11/17/1992	Registered
HERTZ #1 RATES	1,787,080	8/10/1993	Registered
HERTZ LEISURE RATE	1,789,677	8/24/1993	Registered
HERTZ NEVER LOST & Design	2,037,578	2/11/1997	Registered
HERTZ LOCAL EDITION	2,226,787	2/23/1999	Registered
HERTZ	2,237,037	4/6/1999	Registered
HERTZ #1 AWARDS	2,257,216	6/29/1999	Registered
HERTZ ISLANDER GOLD	2,321,406	2/22/2000	Registered
WE'LL COME AND GET YOU	2,329,934	3/14/2000	Registered
NEVERLOST	2,340,337	4/11/2000	Registered
FIVE STAR	2,770,981	10/7/2003	Registered
HERTZ	2,830,130	4/6/2004	Registered
DRIVE THE WORLD & Design	2,888,742	9/28/2004	Registered
HERTZDATALINK	2,936,867	3/29/2005	Registered
RENT WISELY	2,963,392	6/21/2005	Registered
ALQUILE INTELIGENTE	3,082,790	4/18/2006	Registered
NEVERLOST	3,148,203	9/26/2006	Registered
HERTZ NEVERLOST	3,126,595	8/8/2006	Registered
HERTZ NEVERLOST & Design	3,162,136	10/24/2006	Registered
THE HERTZ #1 CLUB	1,091,096	5/9/1978	Registered
HERTZ #1 CLUB GOLD	1,579,481	1/23/1990	Registered
HERTZ #1 CLUB GOLD SERVICE	1,583,987	2/20/1990	Registered
AMERICA'S WHEELS	1,653,911	8/13/1991	Registered
HERTZ NEVERLOST	1,996,150	8/20/1996	Registered
HERTZ #1 CLUB PLATINUM	2,526,088	1/1/2002	Registered
EHERTZ	2,550,483	3/19/2002	Registered
HERTZ #1 CLUB EXPRESS	2,587,952	7/2/2002	Registered
HERTZLINK	2,628,626	10/1/2002	Registered
PRESIDENT'S CIRCLE	2,856,180	6/22/2004	Registered
Design	815,190	9/13/1966	Registered
HERTZ FUN COLLECTION	3,248,660	5/29/2007	Registered
SIMPLYWHEELZ	3,419,594	4/29/2008	Registered
SIMPLY WHEELZ	3,419,634	4/29/2008	Registered
SIMPLY WHEELZ BY HERTZ	3,412,542	4/15/2008	Registered
SIMPLY WHEELZ BY HERTZ	3,415,460	4/22/2008	Registered
FUN COLLECTION	3,257,183	6/26/2007	Registered

Trademark	Reg. No.	Reg. Date	Status
WE'RE HERTZ. THEY'RE NOT.	3,467,029	7/15/2008	Registered
HERTZ CONNECT	3,772,683	4/6/2010	Registered
CONNECT BY HERTZ	3,690,482	9/29/2009	Registered
JOURNEY ON	3,826,293	7/27/2010	Registered
HERTZ RENT2BUY	3,766,548	3/30/2010	Registered
HERTZ JOURNEY ON	3,826,294	7/27/2010	Registered
HERTZ EXACTLY	3,683,029	9/15/2009	Registered

Owner: The Hertz Corporation
Reel/Frame No. 4499/0411

Trademark	Reg. No.	Reg. Date	Status
#1 EXPRESS	1,203,953	8/3/1982	Registered
HERTZ PLATINUM SERVICE	1,337,196	5/21/1985	Registered
HERTZ CAR SALES & Design	1,417,030	11/11/1986	Registered
STARS	1,676,057	2/18/1992	Registered
STARS & Design	1,728,014	10/27/1992	Registered
HERTZ TECHNOLOGIES	2,587,596	7/2/2002	Registered
HERTZ	2,709,052	4/22/2003	Registered
HERTZ CAR SALES	2,768,863	9/30/2003	Registered
HERTZ	2,830,131	4/6/2004	Registered


Owner: Herc Rentals Inc. (f/k/a Hertz Equipment Rental Corporation)
Reel/Frame No. 4499/0420

Trademark	Reg. No.	Reg. Date	Status
HERTZ	750,300	5/28/1963	Registered
HERTZ & Design	750,299	5/28/1963	Registered
HERC	1,609,358	8/7/1990	Registered
HERTZ EQUIPMENT RENTAL	2,013,590	11/5/1996	Registered
DESIGN MARK	3,131,552	8/22/2006	Registered
SERVICE PUMP & COMPRESSOR	3,052,099	1/31/2006	Registered
WHEN THE JOB REQUIRES MORE THAN A TOOLBELT	3,341,434	11/20/2007	Registered
E-SERVICE PROGRAM	3,895,655	12/21/2010	Registered
1 ST CALL STUDIO EQUIPMENT	3,533,322	11/8/2008	Registered
RIGHTIGHT	3,681,163	9/8/2009	Registered
E-SP	4080388	1/3/2012	Registered
E-SERVICES PROGRAM	3960620	5/17/2011	Registered

Owner: Hertz Claim Management Corporation
Reel/Frame No. 4499/0776

Trademark	Reg. No.	Reg. Date	Status
HCM	1,966,589	4/9/1996	Registered

Owner: Cinelease, Inc.
Reel/Frame No. 4750/0503

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

Owner: Dollar Rent A Car Inc.
Reel/Frame No. 4968/0688

Mark	Registration No.	Registration Date
DOLLAR DIVIDENDS	3304461	10/02/07
GREAT RATES! GOOD CALL.	3105179	06/13/06
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
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
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
DOLLAR4BUSINESS and Design	4244751	11/20/12

Owner: DollarThrifty Automotive Group, Inc.
Reel/Frame No. 4968/0717

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

Owner: Donlen Corporation
Reel/Frame No. 4703/0258

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

Owner: Thrifty, LLC
Reel/Frame No. 4964/0855

Mark	Registration No.	Registration Date
VALUE IS OUR DOMAIN	3205746	02/06/07
TIMESAVER and Design	3863487	10/19/10
THRIFTY TIMESAVER and Design	3863485	10/19/10
CLICK AND SAVE	3817621	07/31/10
WILD CAR	3479510	08/05/08
BEYOND LUXURY and Design	3496723	09/02/08
THRIFTY AUTO LOAN and Design	3375745	01/29/08
BEYOND LUXURY	3410099	04/08/08
TRIPSAVER	3389631	02/26/08
THE FRANCHISE WITHOUT THE FACTORY	3355175	12/18/07
GET A TITLE WITHOUT A FIGHT	3340743	11/20/07
THRIFTY AUTO LOAN	3319278	10/23/07
TRUE BLUE	2875496	08/17/04
THRIFTY UNIVERSITY	2805641	01/13/04
1-877-BUY-BLUE	2609786	08/20/02

Mark	Registration No.	Registration Date
BE SMART, BUY THRIFTY	2550112	03/19/02
THRIFTY CARE	2856276	06/22/04
THRIFTY CARE	2571205	05/21/02
CONNECT THE DOTS	2867142	07/27/04
CLICK AND SAVE	2743243	07/29/03
THRIFTY.COM and Design	2580130	06/11/02
THRIFTY CAR RENTAL and Design	2575433	06/04/02
THRIFTY and Design	2477739	08/14/01
TRUE BLUE	2428452	02/13/01
1-800-THRIFTY	2375277	08/08/00
THRIFTY CERTIFIED	2398617	10/24/00
THRIFTY and Design	2240661	04/20/99
Design only	2608363	08/20/02
Design only	2608362	08/20/02
BLUE CHIP EXPRESS RENTAL PROGRAM	2216214	01/05/99
BLUE CHIP and Design	2237403	04/06/99
THRIFTY	2427743	02/13/01
THRIFTY	2427742	02/13/01
THRIFTY and Design	2427731	02/13/01
1-800-FOR-CARS	1974685	05/21/96
THRIFTY CAR RENTAL	1570144	12/05/89
THRIFTY CAR RENTAL	1566277	11/14/89
THRIFTY CAR RENTAL and Design	1572308	12/19/89
THRIFTY	1570143	12/05/89
THRIFTY	1570142	12/05/89
THRIFTY and Design	1570141	12/05/89
THRIFTY	0986155	06/11/74
THRIFTY	0880666	11/11/69
MISS THRIFTY	0840196	12/05/67
THRIFTY	0816350	10/04/96
TRY IT BEFORE YOU BUY IT and Design	4156571	06/12/12
BUY LIKE AN INSIDER. GO STRAIGHT TO THE OUTLET.	4180861	07/24/12
DRIVEWISE	4206737	09/11/12
LEAVE YOUR CAR, LEAVE YOUR WORRIES.	4360715	07/02/13