

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM401290

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AVIS BUDGET CAR RENTAL, LLC		10/07/2016	Limited Liability Company: DELAWARE
BUDGET RENT A CAR SYSTEM, INC.		10/07/2016	Corporation: DELAWARE
WIZARD CO., INC.		10/07/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent
Street Address:	10 S. Dearborn
Internal Address:	7th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	4198592	ULTIMATE TESTDRIVE
Registration Number:	4415430	GET YOUR GO ON
Registration Number:	4697907	HEALTHWORKS@ABG
Registration Number:	4599628	BUDGET
Registration Number:	4773294	BUDGET
Registration Number:	4941891	DRIVER'S CIRCLE
Registration Number:	4984361	\$ UNLIMITED REWARDS
Registration Number:	4988915	BUDGET
Registration Number:	4988916	BUDGET
Registration Number:	4140391	AVIS ON LOCATION
Registration Number:	4151773	AVIS ON LOCATION
Registration Number:	4422678	AVIS PREFERRED SELECT & GO
Registration Number:	4760640	AVIS
Registration Number:	4777552	AVIS
Registration Number:	4777553	AVIS

CH \$390.00 4198592

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 6502515002

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: (650) 251-5094**Email:** jnull@stblaw.com**Correspondent Name:** Linda Nyberg**Address Line 1:** 2475 Hanover Street**Address Line 4:** Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	509265/0432
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NAME OF SUBMITTER:	J. Jason Mull
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SIGNATURE:	/J. Jason Mull/
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DATE SIGNED:	10/07/2016
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Total Attachments: 6

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (the "Agreement"), effective as of October 7, 2016 is made by AVIS BUDGET CAR RENTAL, LLC, a Delaware limited liability company, located at 6 Sylvan Way, Parsippany, NJ 07054, BUDGET RENT A CAR SYSTEM, INC., a Delaware corporation, located at 6 Sylvan Way, Parsippany, NJ 07054, and WIZARD CO., INC., a Delaware corporation, located at 6 Sylvan Way, Parsippany, NJ 07054 (each an "Obligor"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, located at 10 S. Dearborn, 7th Floor, Chicago, Illinois 60603, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Third Amended and Restated Credit Agreement, dated as of October 3, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Avis Budget Holdings, LLC ("Holdings"), Avis Budget Car Rental, LLC (the "Borrower"), Avis Budget Group, Inc., the Subsidiary Borrowers (as defined in the Credit Agreement) from time to time parties thereto, the Lenders, Deutsche Bank Securities Inc., as syndication agent, Citibank, N.A., Bank Of America, N.A., Credit Agricole Corporate and Investment Bank, Barclays Bank plc and The Royal Bank Of Scotland plc, as co-documentation agents, and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, Holdings, the Borrower, each Obligor and certain other subsidiaries and affiliates of the Borrower have executed and delivered a Second Amendment to Guarantee and Collateral Agreement, dated as of October 3, 2014, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, each Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the

meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Each Obligor hereby pledges and grants a security interest in, and a right to setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of each Obligor's right, title and interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent, for the benefit of the Agent and the Lenders, to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Amended and Restated Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

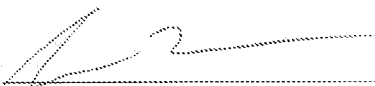
SECTION 4. Acknowledgment. Each Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AVIS BUDGET CAR RENTAL, LLC, as Obligor

By: 

Name: Rochelle M. Tarlowe

Title: Senior Vice President and Treasurer

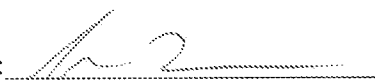
BUDGET RENT A CAR SYSTEM, INC., as Obligor

By: _____

Name: Bryon L. Koepke

Title: Senior Vice President, Chief Securities Counsel and
Secretary

WIZARD CO., INC., as Obligor

By: 

Name: Rochelle M. Tarlowe

Title: Senior Vice President and Treasurer

Signature Page to Grant of Security Interest in Trademark Rights

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AVIS BUDGET CAR RENTAL, LLC, as Obligor

By: _____
Name: Rochelle M. Tarlowe
Title: Senior Vice President and Treasurer

BUDGET RENT A CAR SYSTEM, INC., as Obligor

By: Bryon E. Koepke
Name: Bryon E. Koepke
Title: Senior Vice President, Chief Securities Counsel and Secretary


WIZARD CO., INC., as Obligor

By: _____
Name: Rochelle M. Tarlowe
Title: Senior Vice President and Treasurer

Signature Page to Grant of Security Interest in Trademark Rights

Acknowledged by:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: 
Name: Robert D. Bryant
Title: Executive Director

Signature Page to Grant of Security Interest in Trademark Rights

TRADEMARK
REEL: 005894 FRAME: 0596

SCHEDULE A**U.S. Trademark Registrations and Applications**

	Owner	Mark	Reg./App. No.
1	Avis Budget Car Rental LLC	ULTIMATE TESTDRIVE	4,198,592
2	Avis Budget Car Rental LLC	GET YOUR GO ON	4,415,430
3	Avis Budget Car Rental LLC	HEALTHWORKS@ABG	4,697,907
4	Budget Rent A Car System, Inc.	BUDGET	4,599,628
5	Budget Rent A Car System, Inc.	BUDGET	4,773,294
6	Budget Rent A Car System, Inc.	DRIVER'S CIRCLE	4,941,891
7	Budget Rent A Car System, Inc.	\$ UNLIMITED REWARDS	4,984,361
8	Budget Rent A Car System, Inc.	BUDGET	4,988,915
9	Budget Rent A Car System, Inc.	BUDGET	4,988,916
10	Wizard Co., Inc.	AVIS ON LOCATION	4,140,391
11	Wizard Co., Inc.	AVIS ON LOCATION	4,151,773
12	Wizard Co., Inc.	AVIS PREFERRED SELECT & GO	4,422,678
13	Wizard Co., Inc.	AVIS	4,760,640
14	Wizard Co., Inc.	AVIS	4,777,552
15	Wizard Co., Inc.	AVIS	4,777,553