

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435394

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FOX RENT A CAR, INC.		07/03/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	NEWSRING MEZZANINE CAPITAL III, L.P.		
Street Address:	555 E. LANCASTER AVE.		
Internal Address:	SUITE 444		
City:	RADNOR		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2397627	FOX RENT A CAR	
Serial Number:	85784731	FOX CAR SALES	
Serial Number:	85784733	FOX CAR SALES	
Serial Number:	87209240	THUMB · IT	
Serial Number:	87209258	THUMB · IT	
Serial Number:	87209254	THUMB · IT	
Serial Number:	87209270	THUMB IT	
Serial Number:	87209272	THUMB IT	
Serial Number:	87209265	THUMB IT	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<i>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.</i>			
Phone:	215-569-5619		
Email:	PECSENYE@BLANKROME.COM		
Correspondent Name:	TIMOTHY D. PECSENYE		
Address Line 1:	BLANK ROME LLP		
Address Line 2:	ONE LOGAN SQUARE		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		

OP \$240.00 2397627

ATTORNEY DOCKET NUMBER:	147608-01003
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	07/17/2017

Total Attachments: 7

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**PATENTS, TRADEMARKS AND COPYRIGHTS
SECURITY AGREEMENT**

This Patents, Trademarks and Copyrights Security Agreement (“Agreement”) is made as of the 3rd day of July, 2017, by **FOX RENT A CAR, INC.**, a California corporation with its chief executive office located at 5500 W. Century Blvd., Los Angeles, CA 90045 (“Company” and together with any other borrower party to the Loan Agreement (as defined below) from time to time, collectively, the “Borrowers”), and delivered to **NEWSPRING MEZZANINE CAPITAL III, L.P.**, having a mailing address of Radnor Financial Center, 555 E. Lancaster Avenue, Suite 444, Radnor, Pennsylvania 19087, as administrative and collateral agent (“Agent”) for the lenders identified in the Loan Agreement.

BACKGROUND

A. This Agreement is being executed and delivered to Agent as additional security for the Obligations of Borrowers under that certain Senior Subordinated Term Loan and Security Agreement dated as of even date herewith (as amended, modified, supplemented or replaced from time to time, the “Loan Agreement”), by and among Borrowers, Agent and each of the other Persons identified as a lender on Schedule 2 thereto (together with each of their successors and assigns, individually a “Lender” and collectively the “Lenders”). Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Company has filed applications for and/or obtained registrations of the (i) patents, if any, which are necessary and material for the conduct of its business (collectively, the “Patents”); (ii) trademarks and service marks, if any, which are necessary and material for the conduct of its business (collectively, “Trademarks”); and (iii) copyrights, if any, which have been federally registered and are necessary and material for the conduct of its business (collectively, the “Copyrights”); listed on **Schedule A** attached hereto and made part hereof (all such Patents, Trademarks, and Copyrights hereinafter referred to as the “Assets”).

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement and all other Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Company grants to Agent, for the benefit of Lenders, a lien and security interest in all of its present and future right, title and interest in and to the Assets and the goodwill associated therewith, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. So long as an Event of Default has not occurred and be continuing under the Loan Agreement, (i) Company shall continue to have the exclusive right to use, license, sell or otherwise deal with the Assets subject to the terms of the Loan Agreement and (ii) Agent and

Lenders shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

3. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the parties hereto.

4. All rights and remedies herein granted to Agent and Lenders shall be in addition to any rights and remedies granted under the Loan Agreement and the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.

5. This Agreement and the security interest granted hereunder shall automatically terminate (without further action on the part of any person) upon payment and satisfaction in full of the Obligations. At such time, Agent shall promptly execute and deliver to Company all documents reasonably necessary to evidence the termination of Agent's security interest in the Assets and take any such further actions as reasonably requested by the Company (including, but not limited to, the filing of release documentation with the United States Patent and Trademark Office and the United States Copyright Office) to evidence the termination of this Agreement and the security interest granted hereunder.

6. Any and all fees, costs and expenses incurred by Agent or any Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, shall be paid in accordance with the terms in Section 9.5 of the Loan Agreement.

7. During the existence and continuance of an Event of Default under the Loan Agreement, Agent or any Lender may, without any obligation to do so, complete any obligation of Company hereunder, in Company's name or in Agent's or any Lender's name, but at Company's expense, and Company hereby agrees to reimburse Agent and Lenders in accordance with the terms of Section 9.5 of the Loan Agreement.

8. No course of dealing between any or all Borrowers and Agent or any Lender nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Agent's and Lenders' rights and remedies with respect to the Assets, whether established hereby or by the Loan Documents, or by any other future agreements between any or all Borrowers and Agent or any Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

9. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

10. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

11. This Agreement shall be governed by and construed in conformity with the laws

of the State of New York without regard to its otherwise applicable principles of conflicts of laws.


12. Company and Agent waive any and all rights it may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties hereto or under the Loan Agreement and the Loan Documents.

13. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]

Dated the date and year first written above.

FOX RENT A CAR, INC.

By:  _____

Name: Ali Rezapour

Title: President and Chief Financial Officer

Signature Page to Patents, Trademarks and Copyrights Security Agreement

TRADEMARK
REEL: 006106 FRAME: 0803

Approved and Accepted:

NEWSPRING MEZZANINE CAPITAL III, L.P.

By: NSM III GP, LP, its general partner

By: NSM III GP, LLC, its general partner

By: _____

Name: Jonathan Schwartz

Title: Chief Financial Officer


Signature Page to Patents, Trademarks and Copyrights Security Agreement

TRADEMARK
REEL: 006106 FRAME: 0804

SCHEDULE A

Trademarks

<u>Trademark/Service mark</u>	<u>Owner</u>	<u>Jurisdiction and Status</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
FOX RENT A CAR	Fox RAC	USPTO Registered	2,397,627	10/24/2000
FOX RENT A CAR	Fox RAC	Canada Registered	TMA 624,212	11/01/2004
FOX RENT A CAR	Fox RAC	OHIM Registered	002799849	02/23/2006
FOX RENT A CAR	Fox RAC	Mexico Registered	787155	08/22/2002
FOX RENT A CAR	Fox RAC	Australia Pending	1762311	Application 04/01/2016
FOX CAR SALES	Fox RAC	USPTO Abandoned	Application No. 85784731	Application 11/21/2012
Word and Design: "Fox Car Sales"	Fox RAC	USPTO Abandoned	Application No. 85784733	Application 11/21/2012
FOX RENT A CAR	Fox RAC	China Pending	Application No. 15416215	Application 9/25/14
FOX RENT A CAR	Fox RAC	Australia Pending	Application No. 1650901	Application 10/7/14
THUMB•IT	Fox RAC	USPTO, Pending	Application No. 87209240	Application 10/19/16
THUMB•IT	Fox RAC	USPTO, Pending	Application No. 87209258	Application 10/19/16
THUMB•IT	Fox RAC	USPTO, Pending	Application No. 87209254	Application 10/19/16
<i>thumb</i> 	Fox RAC	USPTO, Pending	Application No. 87209270	Application 10/19/16
<i>thumb</i> 	Fox RAC	USPTO, Pending	Application No. 87209272	Application 10/19/16

<u>Trademark/Service mark</u>	<u>Owner</u>	<u>Jurisdiction and Status</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<i>thumb</i> 	Fox RAC	USPTO, Pending	Application No. 87209265	Application 10/19/16

Copyrights

None.

Patents

None.