

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM456463

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hertz System, Inc.		12/27/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Common Collateral Agent		
Street Address:	745 Seventh Avenue		
Internal Address:	27th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5223301	FUEL RETURNING + REFUELING. MADE EASY.	
Registration Number:	5167957	HERTZ ULTIMATE CHOICE	
Registration Number:	5177777	ULTIMATE CHOICE	
Serial Number:	87524890	AGENT GOLD REWARDS	
Serial Number:	87345699	HERTZ ON DEMAND	
Serial Number:	87345568	HERTZ ON DEMAND	
Serial Number:	87338765	ULTIMATE SERIES	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	039269-0443		
NAME OF SUBMITTER:	Angela M. Amaru		

CH \$190.00 5223301

SIGNATURE:	/S/ Angela M. Amaru
DATE SIGNED:	01/02/2018
Total Attachments: 6 source=Hertz -Trademark Security Agreement - Additional Trademarks Executed#page1.tif source=Hertz -Trademark Security Agreement - Additional Trademarks Executed#page2.tif source=Hertz -Trademark Security Agreement - Additional Trademarks Executed#page3.tif source=Hertz -Trademark Security Agreement - Additional Trademarks Executed#page4.tif source=Hertz -Trademark Security Agreement - Additional Trademarks Executed#page5.tif source=Hertz -Trademark Security Agreement - Additional Trademarks Executed#page6.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), dated as of December 27, 2017, is entered into by each of the undersigned (each, a “Grantor”) in favor of **BARCLAYS BANK PLC** (“Barclays”), as collateral agent under the Collateral Agency Agreement for all the Secured Parties (in such capacity, and together with its successors and assigns in such capacity, the “Common Collateral Agent”).

WHEREAS, pursuant to that certain Credit Agreement, dated as of June 30, 2016, among The Hertz Corporation (“Parent Borrower”), Barclays, as collateral agent and administrative agent, and the other parties thereto (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 “2016 Credit Agreement”), the lenders thereunder have severally agreed to make extensions of credit to the Parent Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to that certain Letter of Credit Agreement, dated as of November 2, 2017, among the Parent Borrower, Barclays, as collateral agent and administrative agent, and the other parties thereto (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the “Letter of Credit Agreement” and, together with the 2016 Credit Agreement, the “Credit Agreements”), the lenders thereunder have severally agreed to provide for a letter of credit facility to the Parent Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, it is a condition to the obligation of the Lenders to make their respective extensions of credit under each Credit Agreement that the Grantors executed and delivered that certain Amended and Restated Guarantee and Collateral Agreement, dated as of November 2, 2017 (as it may be further amended, amended and restated, waived, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), in favor of the Common Collateral Agent for the benefit of the Secured Parties; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, each Grantor has granted to the Common Collateral Agent for the benefit of the Secured Parties a security interest in all Trademark Collateral (as defined below) of such Grantor, and has agreed to execute this Agreement for recordation 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 are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. DEFINED TERMS.

1.1 Capitalized terms not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement.

1.2 “Trademark Collateral” means, with respect to any Grantor, (A) all of such Grantor’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 Grantor'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 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, and (B) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing.

SECTION 2. GRANT OF SECURITY INTEREST. Each Grantor hereby grants, subject to existing licenses to use the Trademarks granted by such Grantor in the ordinary course of business, to the Common Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Trademark Collateral 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 each Grantor 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 Guarantee and Collateral Agreement. 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 control in all respects.

SECTION 4. RECORDATION. Each Grantor 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 waived, amended, supplemented, modified or terminated except in accordance with the provisions of the 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, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICTS OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.**

6.2 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of each Grantor, the Common Collateral Agent and the Secured Parties and their respective successors and assigns permitted by the Credit Agreements.

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.

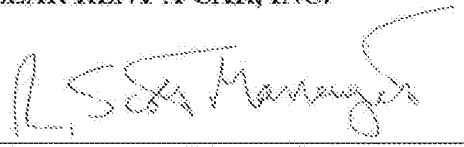
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IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

HERTZ SYSTEM, INC.

By: 
Name: R. Scott Massengill
Title: VP & Treasurer

DOLLAR RENT A CAR, INC.





By: 
Name: R. Scott Massengill
Title: VP & Treasurer

BARCLAYS BANK PLC, as Common
Collateral Agent

By: 
Name: Craig Malloy
Title: Director

SCHEDULE A

TRADEMARKS

Mark	Application Number Application Date	Registration Number Registration Date	Grantor
AGENT GOLD REWARDS	87524890 7/12/2017	---	Hertz System, Inc.
FUEL RETURNING + REFUELING. MADE EASY. 	87266507 12/13/2016	5223301 6/13/2017	Hertz System, Inc.
HERTZ ON DEMAND 	87345699 2/22/2017	---	Hertz System, Inc.
HERTZ ON DEMAND	87345568 2/22/2017	---	Hertz System, Inc.
HERTZ ULTIMATE CHOICE	86896412 2/3/2016	5167957 3/21/2017	Hertz System, Inc.
ULTIMATE CHOICE	86896371 2/3/2016	5177777 4/4/2017	Hertz System, Inc.
ULTIMATE SERIES	87338765 2/16/2017	---	Hertz System, Inc.
100% SENSE TO THE DOLLAR	87109857 7/20/2016	5247677 7/18/2017	Dollar Rent a Car, Inc.
D. 	87082042 6/23/2016	5247620 7/18/2017	Dollar Rent a Car, Inc.
DOLLAR. 	87081895 6/23/2016	5247618 7/18/2017	Dollar Rent a Car, Inc.