

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM547732

|                              |  |
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| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT   |
| <b>NATURE OF CONVEYANCE:</b> | Termination and Release of Patents, Trademarks and Copyrights Security Agreement |

## CONVEYING PARTY DATA

| Name                                 | Formerly | Execution Date | Entity Type                      |
|--------------------------------------|----------|----------------|----------------------------------|
| NEWSRING MEZZANINE CAPITAL III, L.P. |          | 10/31/2019     | Limited Partnership:<br>DELAWARE |

## RECEIVING PARTY DATA

|                        |                             |
|------------------------|-----------------------------|
| <b>Name:</b>           | FOX RENT A CAR, INC.        |
| <b>Street Address:</b> | 5500 West Century Boulevard |
| <b>City:</b>           | Los Angeles                 |
| <b>State/Country:</b>  | CALIFORNIA                  |
| <b>Postal Code:</b>    | 90045                       |
| <b>Entity Type:</b>    | Corporation: CALIFORNIA     |

## PROPERTY NUMBERS Total: 9

| Property Type               | Number   | Word Mark      |
|-----------------------------|----------|----------------|
| <b>Registration Number:</b> | 2397627  | FOX RENT A CAR |
| <b>Serial Number:</b>       | 85784731 | FOX CAR SALES  |
| <b>Serial Number:</b>       | 85784733 | FOX CAR SALES  |
| <b>Serial Number:</b>       | 87209240 | THUMB · IT     |
| <b>Serial Number:</b>       | 87209258 | THUMB · IT     |
| <b>Serial Number:</b>       | 87209254 | THUMB · IT     |
| <b>Serial Number:</b>       | 87209270 | THUMB IT       |
| <b>Serial Number:</b>       | 87209272 | THUMB IT       |
| <b>Serial Number:</b>       | 87209265 | THUMB IT       |

## CORRESPONDENCE DATA

Fax Number: 6173417701

*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: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera, Senior Paralegal

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis &amp; Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

TRADEMARK

|   |                   |
|---|-------------------|
| <b>NAME OF SUBMITTER:</b>   | Linda A. Salera   |
| <b>SIGNATURE:</b>   | /Linda A. Salera/ |
| <b>DATE SIGNED:</b>   | 11/01/2019        |
| <b>Total Attachments: 4</b><br>source=Termination and Release of IP Security Agreement (Fox)#page1.tif<br>source=Termination and Release of IP Security Agreement (Fox)#page2.tif<br>source=Termination and Release of IP Security Agreement (Fox)#page3.tif<br>source=Termination and Release of IP Security Agreement (Fox)#page4.tif |                   |

**TERMINATION AND RELEASE OF PATENTS, TRADEMARKS AND COPYRIGHTS  
SECURITY AGREEMENT**

**THIS TERMINATION AND RELEASE OF PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT** (this “**Termination**”), is dated as of October 31, 2019, and made by **NEWSPRING MEZZANINE CAPITAL III, L.P.** (the “**Agent**”), to **FOX RENT A CAR, INC.**, a California corporation, (“**Company**”).

WHEREAS, pursuant to the Patents, Trademarks and Copyrights Security Agreement, dated as of July 3, 2017 made by Company in favor of the Agent (collectively, the “**Security Agreement**”), a security interest was granted by Company to Agent in certain collateral, including the Copyrights, the Patents and the Trademarks (as each such term is defined in the Security Agreement);

WHEREAS, the Security Agreement was recorded at the United States Patent and Trademark Office (“**USPTO**”) on July 17, 2017 at Reel/Frame 6106/0798; and

WHEREAS, Agent now desires to terminate and release the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Agent hereby states as follows:

1. **Definitions.** Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

2. **Release of Security Interest.** Agent hereby terminates the Security Agreement and irrevocably terminates, releases and discharges the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Security Agreement, in the Assets, including the Assets listed on Schedule A hereto, and, without representation, recourse or warranty whatsoever, reassigns, transfers and conveys to Company all right, title and interest of Agent in the Assets, and any right, title or interest of the Agent in such Assets shall hereby terminate, cease and become void.

3. **Further Assurances.** Agent hereby authorizes Company or an authorized representative of Company to (i) record this Termination with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release and discharge of the security interest of Agent in the Assets and/or (iii) otherwise record or file this Termination in the applicable governmental office or agency. Agent further agrees to execute and deliver to Company any and all further documents and instruments, and do any and all further acts which each Company (or its agents or designees) reasonably requests (at such Company’s sole cost and expense) in order to confirm this Termination and each Company’s right, title and interest in, to and under the Assets.

IN WITNESS WHEREOF, the Agent has caused this Termination to be executed by its duly authorized officer as of the date first written above.


**NEWSPRING MEZZANINE CAPITAL III,  
L.P.**

By:   
Name: Anne Vazquez  
Title: Partner

**Schedule A**

**Trademarks**

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

| Trademark/Service mark  | Owner   | Jurisdiction and Status | Registration/ Application Number | Registration/ Application Date |
|---|---------|-------------------------|----------------------------------|--------------------------------|
|  | Fox RAC | USPTO, Pending          | Application No. 87209265         | Application 10/19/16           |

**Copyrights**

None.

**Patents**

None.