

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575089

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Donlen Corporation | | 05/06/2020 | Corporation: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | Barclays Bank PLC as Collateral Agent | | |
| Street Address: | 745 Seventh Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10019 | | |
| Entity Type: | Public Limited Company: UNITED KINGDOM | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85579779 | CARE | |
| Serial Number: | 77898089 | | |
| Serial Number: | 88730665 | DONLEN | |
| Serial Number: | 77898107 | DONLEN | |
| Serial Number: | 87836861 | RECALL INSIGHT | |
| 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: | 2129061209 | | |
| Email: | jessica.bajada-silva@lw.com | | |
| Correspondent Name: | LATHAM & WATKINS LLP,C/O J. Bajada-Silva | | |
| Address Line 1: | 885 Third Ave | | |
| Address Line 4: | New York City, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 039269-0443 | | |
| NAME OF SUBMITTER: | Jessica Bajada-Silva | | |
| SIGNATURE: | /s/ Jessica Bajada-Silva | | |
| DATE SIGNED: | 05/06/2020 | | |
| Total Attachments: 7 | | | |

OP \$140.00 85579779

source=Hertz - 2020 Trademark Agreement [Executed]#page1.tif
source=Hertz - 2020 Trademark Agreement [Executed]#page2.tif
source=Hertz - 2020 Trademark Agreement [Executed]#page3.tif
source=Hertz - 2020 Trademark Agreement [Executed]#page4.tif
source=Hertz - 2020 Trademark Agreement [Executed]#page5.tif
source=Hertz - 2020 Trademark Agreement [Executed]#page6.tif
source=Hertz - 2020 Trademark Agreement [Executed]#page7.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 May 6, 2020, 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 by the First Amendment, dated as of February 3, 2017, the Second Amendment, dated as of February 15, 2017, the Third Amendment, dated as of November 2, 2017, and the Waiver, Forbearance and Fourth Amendment, dated as of May 4, 2020 and as further 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 by the Waiver, Forbearance and First Amendment, dated as of May 4, 2020 and as further 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 “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, reference is made to 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”) among the Grantors, the Common Collateral Agent and the other parties party thereto; 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 different parties hereto on separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all of which when taken together shall constitute a single instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or any other electronic transmission (e.g., “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart hereof. The words “execution”, “execute”, “signed”, “signature”, and words of like import in or related to any document to be signed in connection with this Agreement shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Common Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

**DOLLAR RENT A CAR, INC.
HERTZ SYSTEM, INC.**

By: R. Scott Massengill
Name: R. Scott Massengill
Title: Senior Vice President and Treasurer

DONLEN CORPORATION

By: R. Scott Massengill
Name: R. Scott Massengill
Title: Senior Vice President and Assistant
Treasurer

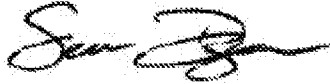
THRIFTY RENT-A-CAR SYSTEM, LLC

By: Thrifty, LLC, Its sole Member/Manager.
By: Dollar Thrifty Automotive Group, Inc., its
sole Member/Manager

By: R. Scott Massengill
Name: R. Scott Massengill
Title: Vice President and Treasurer

[Signature Page to Trademark Security Agreement]

BARCLAYS BANK PLC, as Common
Collateral Agent




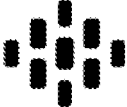

By:

Name: Sean Duggan
Title: Vice President

SCHEDULE A

TRADEMARKS

| | Trademark/Image if any | Application Number Application Date | Registration Number Registration Date | Owner |
|-----|---|--|--|--------------------------------|
| 1. | AS THRIFTY AS YOU ARE | 88196790 11/16/2018 | 5962846 1/14/2020 | Thrifty Rent-A-Car System, LLC |
| 2. | SMART BET. WILD CARD. | 87694833 11/22/2017 | 5620462 12/4/2018 | Thrifty Rent-A-Car System, LLC |
| 3. | THRIFTY CAR RENTAL | 87694886 11/22/2017 | 5559671 9/11/2018 | Thrifty Rent-A-Car System, LLC |
| 4. | DREAM CARS | 88226273 12/12/2018 | --- | Hertz System, Inc. |
| 5. | FAST LANE | 88225056 12/11/2018 | 5906858 11/12/2019 | Hertz System, Inc. |
| 6. | HERTZ  | 87982503 4/24/2018 | 5985289 2/11/2020 | Hertz System, Inc. |
| 7. | HERTZ ARENA | 88158293 10/17/2018 | 6014535 3/17/2020 | Hertz System, Inc. |
| 8. | HERTZ ARENA  | 88158319 10/17/2018 | 6014536 3/17/2020 | Hertz System, Inc. |
| 9. | HERTZ FAST LANE | 88225089 12/11/2018 | 5906859 11/12/2019 | Hertz System, Inc. |
| 10. | HERTZ RIDE | 88151154 10/11/2018 | 6014524 3/17/2020 | Hertz System, Inc. |
| 11. | HERTZ. WE'RE HERE TO GET YOU THERE | 87770450 1/25/2018 | 5897878 10/29/2019 | Hertz System, Inc. |
| 12. | WE'RE HERE TO GET YOU THERE | 87770045 1/25/2018 | 5897874 10/29/2019 | Hertz System, Inc. |
| 13. | DOLLAR | 88206738 11/27/2018 | 5962895 1/14/2020 | Dollar Rent A Car, Inc. |
| 14. | DOLLAR 4BUSINESS | 87373500 3/16/2017 | 5465869 5/8/2018 | Dollar Rent A Car, Inc. |
| 15. | DOLLAR CAR RENTAL | 87724434 12/18/2017 | 5534265 8/7/2018 | Dollar Rent A Car, Inc. |
| 16. | DOLLAR. CAR RENTAL  | 87982031 11/22/2017 | 5904322 11/5/2019 | Dollar Rent A Car, Inc. |
| 17. | DOLLAR. CAR RENTAL  | 87982032 11/22/2017 | 5904323 11/5/2019 | Dollar Rent A Car, Inc. |

| | Trademark/Image if any | Application Number Application Date | Registration Number Registration Date | Owner |
|-----|---|--|--|-------------------------|
| 18. | DOLLAR.4BUSINESS  | 87373899 3/16/2017 | 5465872 5/8/2018 | Dollar Rent A Car, Inc. |
| 19. | CARE | 85579779 3/26/2012 | 4210111 9/18/2012 | Donlen Corporation |
| 20. | Design Only  | 77898089 12/21/2009 | 4135898 5/1/2012 | Donlen Corporation |
| 21. | DONLEN | 88730665 12/17/2019 | --- | Donlen Corporation |
| 22. | DONLEN  | 77898107 12/21/2009 | 4135899 5/1/2012 | Donlen Corporation |
| 23. | RECALL INSIGHT | 87836861 3/16/2018 | 5610421 11/20/2018 | Donlen Corporation |
| 24. | CARE | 85579779 3/26/2012 | 4210111 9/18/2012 | Donlen Corporation |