

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM577160

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thrifty Rent-A-Car System, LLC		05/19/2020	Limited Liability Company: OKLAHOMA
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: 17			
Property Type	Number	Word Mark	
Registration Number:	1974685	1-800-FOR-CARS	
Registration Number:	2237403	BLUE CHIP	
Registration Number:	2216214	BLUE CHIP EXPRESS RENTAL PROGRAM	
Registration Number:	4360715	LEAVE YOUR CAR, LEAVE YOUR WORRIES.	
Registration Number:	4465967	SMARTBIZ	
Registration Number:	4465970	SMARTBUSINESS	
Registration Number:	2240661	THRIFTY	
Registration Number:	1570141	THRIFTY	
Registration Number:	1570142	THRIFTY	
Registration Number:	1570143	THRIFTY	
Registration Number:	0880666	THRIFTY	
Registration Number:	0816350	THRIFTY	
Registration Number:	1572308	THRIFTY CAR RENTAL	
Registration Number:	1566277	THRIFTY CAR RENTAL	
Registration Number:	1570144	THRIFTY CAR RENTAL	
Registration Number:	3863487	TIMESAVER	
Registration Number:	4466601	WILD CARD	

OP \$440.00 1974685

CORRESPONDENCE DATA**Fax Number:** 2127514864*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:** 2129061216**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**SIGNATURE:** /s/ Angela M. Amaru**DATE SIGNED:** 05/19/2020**Total Attachments: 7**

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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 19, 2020, is entered into by **THRIFTY RENT-A-CAR SYSTEM, LLC** (the “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 Grantor, the Common Collateral Agent and the other parties party thereto; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the 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 the 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, the 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 the Grantor, (A) all of the 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 the 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. The Grantor hereby grants, subject to existing licenses to use the Trademarks granted by the 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 the 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 the Grantor.

SECTION 3. PURPOSE. This Agreement has been executed and delivered by the 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. The 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 the 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.

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

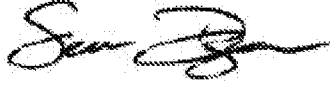
THRIFTY RENT-A-CAR SYSTEM, LLC
By: Thrifty, LLC, Its sole Member/Manager,
By: Dollar Thrifty Automotive Group, Inc., its
sole Member/Manager

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

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006942 FRAME: 0483

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
1-800-FOR-CARS	74600472 11/18/1994	1974685 5/21/1996	Thrifty Rent-A-Car System, LLC
BLUE CHIP 	75245413 2/21/1997	2237403 4/6/1999	Thrifty Rent-A-Car System, LLC
BLUE CHIP EXPRESS RENTAL PROGRAM	75376105 10/20/1997	2216214 1/5/1999	Thrifty Rent-A-Car System, LLC
LEAVE YOUR CAR, LEAVE YOUR WORRIES.	85764920 10/26/2012	4360715 7/2/2013	Thrifty Rent-A-Car System, LLC
SMARTBIZ	85951448 6/5/2013	4465967 1/14/2014	Thrifty Rent-A-Car System, LLC
SMARTBUSINESS	85951473 6/5/2013	4465970 1/14/2014	Thrifty Rent-A-Car System, LLC
THRIFTY 	75446465 3/9/1998	2240661 4/20/1999	Thrifty Rent-A-Car System, LLC
THRIFTY 	73629574 11/10/1986	1570141 12/5/1989	Thrifty Rent-A-Car System, LLC
THRIFTY 	73629577 11/10/1986	1570142 12/5/1989	Thrifty Rent-A-Car System, LLC
THRIFTY 	73629578 11/10/1986	1570143 12/5/1989	Thrifty Rent-A-Car System, LLC

Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Owner
THRIFTY	72315114 12/23/1968	0880666 11/11/1969	Thrifty Rent-A-Car System, LLC
THRIFTY	72228758 9/27/1965	0816350 10/4/1966	Thrifty Rent-A-Car System, LLC
THRIFTY CAR RENTAL 	73629579 11/10/1986	1572308 12/19/1989	Thrifty Rent-A-Car System, LLC
THRIFTY CAR RENTAL 	73629580 11/10/1986	1566277 11/14/1989	Thrifty Rent-A-Car System, LLC
THRIFTY CAR RENTAL 	73629581 11/10/1986	1570144 12/5/1989	Thrifty Rent-A-Car System, LLC
TIMESAVER 	77952401 3/6/2010	3863487 10/19/2010	Thrifty Rent-A-Car System, LLC
WILD CARD	86031673 8/7/2013	4466601 1/14/2014	Thrifty Rent-A-Car System, LLC