# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3946621

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS (RELEASES RF 025970/0148)
SEQUENCE:	5

### **CONVEYING PARTY DATA**

Name	Execution Date
TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS	06/30/2016

#### **RECEIVING PARTY DATA**

Name:	THE HERTZ CORPORATION	
Street Address:	225 BRAE BOULEVARD	
City:	PARK RIDGE	
State/Country:	NEW JERSEY	
Postal Code:	07656	

### **PROPERTY NUMBERS Total: 2**

Property Type	Number
Application Number:	12156251
Application Number:	09885495

### **CORRESPONDENCE DATA**

**Fax Number:** (714)755-8290

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:** 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, SUITE 2000

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	049133-0157
NAME OF SUBMITTER:	ANNA T KWAN
SIGNATURE:	/atk/
DATE SIGNED:	07/01/2016

#### **Total Attachments: 4**

source=Hertz - Termination and Release of Security Interest in Patents (TL release) Executed#page1.tif source=Hertz - Termination and Release of Security Interest in Patents (TL release) Executed#page2.tif

source=Hertz - Termination and Release of Security Interest in Patents (TL release) Executed#page3.tif

source=Hertz - Termination and Release of Security Interest in Patents (TL release) Executed#page4.tif

### TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS**, dated as of June 30, 2016 (the "<u>Termination and Release</u>"), from **DEUTSCHE BANK AG**, **NEW YORK BRANCH** ("<u>Agent</u>"), as Administrative Agent and Collateral Agent for the several banks and other financial institutions that are parties to the TL Credit Agreement (as defined below), to **THE HERTZ CORPORATION**, **HERC RENTALS INC**. (f/k/a Hertz Equipment Rental Corporation) and **HERTZ SYSTEM**, **INC**. (each, a "<u>Grantor</u>").

WHEREAS, under the U.S. Guarantee and Collateral Agreement, dated as of March 11, 2011 (the "<u>TL Guarantee and Collateral Agreement</u>"), the Grantors granted to the Agent, for the ratable benefit of the Secured Parties (as defined therein), a security interest (the "<u>Security Interest</u>") in certain property, including the Patents (as defined below) applied for or registered with the U.S. Patent and Trademark Office (the "PTO") set forth on the schedules hereto;

**WHEREAS**, the grant of the Security Interest in the Patents was evidenced by (i) the Patent Security Agreement, dated as of March 11, 2011, among the Agent, The Hertz Corporation, Hertz Equipment Rental Corporation, Hertz Claim Management Corporation and Hertz System Inc. (collectively the "Security Agreements");

**WHEREAS**, the Security Agreements were recorded in the Patent Division of the PTO on the Reels and Frames listed on schedules hereto; and

**WHEREAS**, the Agent desires to terminate and release the entirety of its Security Interest in the Patents.

**NOW, THEREFORE**, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Patents pursuant to the TL Guarantee and Collateral Agreement, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the parties hereto agree as follows:

## SECTION 1. DEFINED TERMS.

- 1.1 Capitalized terms not otherwise defined herein have the meanings set forth in the Credit Agreement, dated as of March 11, 2011, among Hertz Equipment Rental Corporation, The Hertz Corporation, the Canadian Borrowers, the Lenders party thereto from time to time, the Agent, and certain other parties as named therein (as amended, supplemented or otherwise modified from time to time, the "<u>TL Credit Agreement</u>") or the TL Guarantee and Collateral Agreement, as applicable.
- 1.2 "Patents" shall mean all of Grantors' United States patents, patent applications and patentable inventions and all reissues and extensions thereof, including, without limitation, (i) all inventions and improvements described and claimed therein, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) 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, present or future infringements thereof), and (iv) all other rights corresponding thereto in the United States and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto.

- SECTION 2. <u>RELEASE OF SECURITY INTEREST</u>. The Agent hereby terminates, releases and discharges its Security Interest in the Patents, and any right, title or interest of the Agent in the Patents shall hereby cease and become void.
- SECTION 3. <u>RECORDATION</u>. Each Grantor hereby authorizes and requests that the Commissioner of Patents of the United States record this Termination and Release with the PTO.
- SECTION 4. <u>FURTHER ASSURANCES</u>. The Agent shall execute and deliver to the Grantors all further releases and other documents (including, without limitation, Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of the Security Interest in the Patents.

# SECTION 5. GENERAL.

- 5.1 Governing Law. THIS TERMINATION AND RELEASE 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 REGARD TO ITS CONFLICT OF LAWS PROVISIONS.
- 5.2 <u>Successors and Assigns</u>. This Termination and Release shall be binding upon and inure to the benefit of the Agent and Grantors and their respective successors and assigns.
- 5.3 <u>Counterparts</u>. This Termination and Release 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 Termination and Release by facsimile transmission or other customary means of electronic transmission (including "pdf") shall be effective as delivery of a manually signed counterpart of this Termination and Release.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

NY\7727026.2

IN WITNESS WHEREOF, the parties hereto have caused this Termination and Release to be duly executed and delivered as of the date first above written.

> DEUTSCHE BANK AG NEW, YORK BRANCH, as the Collateral Agent and Administrative Agent

By:

Name:

Title:

Michael Shannon Vice President

Miera

By:

Name: Title:

Peter Cucchiara

Vice President

**REEL: 039078 FRAME: 0176** 

# **SCHEDULE**

# Owned by Hertz System, Inc. Reel/Frame No. 025970/0269

Application Number	Filing Date	Title
12/802,942	06/17/2010	VEHICLE RENTAL SYSTEM AND METHOD

# Owned by The Hertz Corporation Reel/Frame No. 025970/0148

<b>Application Number</b>	Filing Date	Title
12/156,251	5/30/2008	SYSTEM AND METHOD FOR AUTOMATICALLY GENERATING
		AN AIRPLANE BOARDING PASS FOR A TRAVELER RETURNING
		A RENTAL CAR
09/885,495	6/20/2001	METHOD AND SYSTEM FOR SELLING ASSETS OVER A
		COMPUTER NETWORK

# Owned by Herc Rentals Inc. (f/k/a Hertz Equipment Rental Corporation) Reel/Frame No. 025970/0127

<b>Application Number</b>	Filing Date	Title
12/130,314	5/30/2008	ADAPTERS FOR AERIAL WORK PLATFORMS
12/560,687	9/16/2009	ADAPTERS FOR THE BOOM ARM OF AN AERIAL WORK
		PLATFORM

NY\7727026.2

**RECORDED: 07/01/2016**