

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4087882

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ZIPCAR, INC.	10/07/2016
AVIS BUDGET CAR RENTAL, LLC	10/07/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	10 S. DEARBORN
<b>Internal Address:</b>	7TH FLOOR
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8841987
<b>Application Number:</b>	13788836
<b>Application Number:</b>	14461754
<b>Application Number:</b>	14057662
<b>Application Number:</b>	14500750
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(650)251-5002
<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>	
<b>Phone:</b>	(650) 251-5094
<b>Email:</b>	jmull@stblaw.com
<b>Correspondent Name:</b>	LINDA NYBERG
<b>Address Line 1:</b>	2475 HANOVER STREET
<b>Address Line 4:</b>	PALO ALTO, CALIFORNIA 94304
<b>ATTORNEY DOCKET NUMBER:</b>	509265/0432
<b>NAME OF SUBMITTER:</b>	J. JASON MULL
<b>SIGNATURE:</b>	/J. Jason Mull/
<b>DATE SIGNED:</b>	10/07/2016

**Total Attachments: 6**

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GRANT OF  
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (the "Agreement"), effective as of October 7, 2016 is made by AVIS BUDGET CAR RENTAL, LLC, a Delaware limited liability company, located at 6 Sylvan Way, Parsippany, NJ 07054 and ZIPCAR INC., a Delaware corporation, located at 25 First Street, 4th Floor, Cambridge, MA 02141 (each an "Obligor"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, located at 10 S. Dearborn, 7th Floor, Chicago, Illinois 60603, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Third Amended and Restated Credit Agreement, dated as of October 3, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Avis Budget Holdings, LLC ("Holdings"), Avis Budget Car Rental, LLC (the "Borrower"), Avis Budget Group, Inc., the Subsidiary Borrowers (as defined in the Credit Agreement) from time to time parties thereto, the Lenders, Deutsche Bank Securities Inc., as syndication agent, Citibank, N.A., Bank Of America, N.A., Credit Agricole Corporate and Investment Bank, Barclays Bank plc and The Royal Bank Of Scotland plc, as co-documentation agents, and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, Holdings, the Borrower, each Obligor and certain other subsidiaries and affiliates of the Borrower have executed and delivered a Second Amendment to Guarantee and Collateral Agreement, dated as of October 3, 2014, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Patents; and

WHEREAS, each Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Each Obligor hereby pledges and grants a security interest in, and a right to setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of each Obligor's right, title and interest in the Patents (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent, for the benefit of the Agent and the Lenders, to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Amended and Restated Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. 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 govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*[signature pages follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AVIS BUDGET CAR RENTAL, LLC, as Obligor

By: \_\_\_\_\_  
Name: Rochelle M. Tarlowe  
Title: Senior Vice President and Treasurer

ZIPCAR, INC., as Obligor

By: \_\_\_\_\_  
Name: Bryon L. Koepke  
Title: Secretary

Signature Page to Grant of Security Interest in Patent Rights

**PATENT**  
**REEL: 039965 FRAME: 0021**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AVIS BUDGET CAR RENTAL, LLC, as Obligor

By: \_\_\_\_\_  
Name: Rochelle M. Tarlowe  
Title: Senior Vice President and Treasurer

ZIPCAR, INC., as Obligor


By: Bryon Koepke  
Name: Bryon L. Koepke  
Title: Secretary

Signature Page to Grant of Security Interest in Patent Rights

**PATENT**  
**REEL: 039965 FRAME: 0022**

Acknowledged by:

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent for the Lenders

By:   
Name: Robert D. Bryant  
Title: Executive Director

Signature Page to Grant of Security Interest in Patent Rights

**PATENT**  
**REEL: 039965 FRAME: 0023**

**SCHEDULE A**

**U.S. Patent Registrations and Applications**

	<b>Owner</b>	<b>Title</b>	<b>Reg./App. No.</b>
<b>1</b>	ZipCar, Inc.	Upgrade kit for an ignition key and methods	8,841,987
<b>2</b>	ZipCar, Inc.	APPARATUS AND METHODS FOR RENTING AND CONTROLLING OCCUPANCY OF A VEHICLE	13/788,836
<b>3</b>	ZipCar, Inc.	UPGRADE KIT FOR AN IGNITION KEY AND METHODS	14/461,754
<b>4</b>	Avis Budget Car Rental LLC	Systems and Methods for Third Party Satellite Radio Activation and Management	14/057,662
<b>5</b>	Avis Budget Car Rental LLC	Telematics System, Methods and Apparatus for Two-way Data Communication Between Vehicles in a Fleet and a Fleet Management System	14/500,750