

<b>PATENT ASSIGNMENT COVER SHEET</b>
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EPAS ID: PAT4800396

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	AMENDMENT AND ASSIGNMENT OF PATENT SECURITY AGREEMENT RECORDED AT R/F 039290/0353
<b>RESUBMIT DOCUMENT ID:</b>	504628215

**CONVEYING PARTY DATA**

Name	Execution Date
BARCLAYS BANK PLC, AS CREDIT FACILITY AGENT	11/02/2017

**RECEIVING PARTY DATA**

<b>Name:</b>	BARCLAYS BANK PLC, AS COMMON COLLATERAL AGENT
<b>Street Address:</b>	745 SEVENTH AVENUE
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019

**PROPERTY NUMBERS Total: 3**

Property Type	Number
<b>Patent Number:</b>	7957989
<b>Patent Number:</b>	7233227
<b>Application Number:</b>	09885495

**CORRESPONDENCE DATA**

**Fax Number:** (212)751-4864

*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.*

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**Correspondent Name:** LATHAM & WATKINS LLP C/O ANGELA M. AMARU

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<b>ATTORNEY DOCKET NUMBER:</b>	039269-0443
<b>NAME OF SUBMITTER:</b>	ANGELA M. AMARU
<b>SIGNATURE:</b>	/S/ Angela M. Amaru
<b>DATE SIGNED:</b>	01/30/2018

**Total Attachments: 7**

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**AMENDMENT AND ASSIGNMENT OF PATENT SECURITY AGREEMENT**

This **AMENDMENT AND ASSIGNMENT OF PATENT SECURITY AGREEMENT** (this "Agreement"), dated as of November 2, 2017, is by **BARCLAYS BANK PLC**, as collateral agent and administrative agent (in such capacity, and together with its successors and assigns in such capacity, the "Credit Facility Agent") for the banks and other financial institutions (the "Credit Facility Lenders") from time to time party to the Credit Agreement, dated as of June 30, 2016 (as 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 "Credit Facility Agreement"), among The Hertz Corporation, the Credit Facility Agent and other parties from time to time party thereto, to **BARCLAYS BANK PLC**, as Common Collateral Agent (as defined below) under the Collateral Agency Agreement (as defined below) for the Secured Parties (as defined therein, the "Secured Parties").

**WHEREAS**, The Hertz Corporation, Barclays Bank PLC, as collateral agent and administrative agent (in such capacity, and together with its successors and assigns in such capacity, the "LC Facility Agent") for the banks and other financial institutions (the "LC Facility Lenders") from time to time party thereto and the other parties from time to time party thereto entered into that certain Letter of Credit Agreement, dated as of the date hereof (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "LC Agreement" and, together with the Credit Facility Agreement, the "Credit Agreements");

**WHEREAS**, pursuant to the Collateral Agency Agreement, dated as of the date hereof, among the Credit Facility Lenders, the Credit Facility Agent, the LC Facility Lenders, the LC Facility Agent and the other parties party thereto (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "Collateral Agency Agreement"), the Credit Facility Lenders and the Credit Facility Agent, on the one hand, and the LC Facility Lenders and the LC Facility Agent, on the other, have appointed the Barclays Bank PLC as collateral agent (in such capacity, and together with its successors and assigns in such capacity, the "Common Collateral Agency") for all Secured Parties under the Credit Agreements, upon the terms and subject to the conditions set forth therein;

**WHEREAS**, the Grantors (as defined below), the other grantors party thereto and the Credit Facility Collateral Agent entered into that certain Guarantee and Collateral Agreement, dated as of June 30, 2016 (as heretofore amended, supplemented or otherwise modified, the "Existing Guarantee and Collateral Agreement");

**WHEREAS**, the Grantors (as defined below), the other grantors party thereto and the Common Collateral Agent executed that certain Amended and Restated Guarantee and Collateral Agreement, dated as of the date hereof (as it may be further amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") to amend and restate the Existing Guarantee and Collateral Agreement in its entirety, including to grant a security interest in the Collateral to the Common Collateral Agent, for the benefit of all Secured Parties;

**WHEREAS**, pursuant to the Patent Security Agreement, dated as of June 30, 2016 (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from

time to time, the “Patent Security Agreement”) entered into by each of the entities listed in Annex 1 to this Agreement (each a “Grantor”) in favor of the Credit Facility Agent, each Grantor granted to the Credit Facility Agent a security interest in all of the Patents (as defined in the Patent Security Agreement) of such Grantor, including, without limitation, the Patent listed on Schedule A hereto;

**WHEREAS**, the Patent Security Agreement was recorded with the United States Patent and Trademark Office on July 8, 2016 and again (to include missing pages) on December 12, 2006 at Reel/Frame Nos. 039290/0353 and 041011/0505 (Hertz Corporation) and at Reel Frame Nos. 039239/0043 and 041011/0533 (Hertz System, Inc.); and

**WHEREAS**, the Credit Facility Agent and the Common Collateral Agent have agreed to execute this Agreement to evidence the foregoing amendment and to assign the Credit Facility Agent’s interest in the Patent Security Agreement for recordation with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Credit Facility Agent hereby agrees as follows:

Capitalized terms not otherwise defined herein, have the meanings set forth in the Guarantee and Collateral Agreement.

The effective date of this Agreement shall be November 2, 2017 (the “Effective Date”).

As of the Effective Date, the Credit Facility Agent hereby irrevocably assigns to the Common Collateral Agent, and the Common Collateral Agent hereby assumes from the Credit Facility Agent, all of the Credit Facility Agent’s interest in the Patent Security Agreement and all rights, powers, privileges, remedies, obligations and other interests of the Credit Facility Agent thereunder.

As of the Effective Date, the Patent Security Agreement is hereby amended such that each reference therein to (x) “Secured Parties” shall mean the Secured Parties (as defined in the Collateral Agency Agreement), (y) “Lenders” shall mean the Credit Facility Lenders and the LC Facility Lenders and (z) “Obligations” shall mean “Obligations” under both the Credit Facility Agreement and the LC Agreement. Except as specifically amended or otherwise modified by this Agreement, the terms and conditions of the Patent Security Agreement are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed. For the avoidance of doubt, the liens and security interests granted under the Patent Security Agreement shall continue to be in full force and effect as amended and modified hereby.

From and after the Effective Date, (a) each reference in the Patent Security Agreement to “Collateral Agent” shall be deemed to be a reference to the Common Collateral Agent, in its capacity as successor Collateral Agent thereto, (b) the Common Collateral Agent shall have the rights, remedies, obligations and other interests of the Collateral Agent under the Patent Security Agreement and shall be bound by the provisions thereof, and (c) the Credit Facility Agent shall relinquish its rights and remedies and other interests and be discharged from its obligations under the Patent Security Agreement, subject to the terms and conditions set out in the Guarantee and Collateral Agreement and the Collateral Agency Agreement.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed by its duly authorized officer as of the Effective Date.

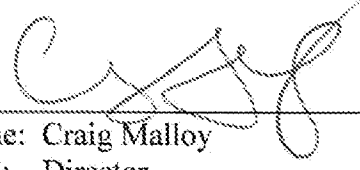
**BARCLAYS BANK PLC,**  
as Credit Facility Agent

By:

  
\_\_\_\_\_  
Name: Craig Malloy  
Title: Director

**BARCLAYS BANK PLC,**  
as Common Collateral Agent

By:



\_\_\_\_\_  
Name: Craig Malloy  
Title: Director

ANNEX 1

List of Grantors

1. The Hertz Corporation
2. Hertz System, Inc.



## SCHEDULE A

### 1. Patents

#### Patents Owned by The Hertz Corporation

Registration Number	Filing Date	Title
7,957,989	06/07/2011	SYSTEM AND METHOD FOR AUTOMATICALLY GENERATING AN AIRPLANE BOARDING PASS FOR A TRAVELER RETURNING A RENTAL CAR
7,233,227	06/19/2007	VEHICLE ANTI-THEFT SYSTEM AND METHOD AND APPLICATION OF THIS SYSTEM FOR MANAGING A FLEET OF VEHICLES

#### Patents Owned by Hertz System, Inc.

Registration Number	Filing Date	Title
14/313,642	06/24/2014	SYSTEM AND METHOD FOR DETECTING AND REMOTELY ASSESSING VEHICLE INCIDENTS AND DISPATCHING ASSISTANCE

### 2. Patent Applications

#### Patent Applications Owned by Hertz System, Inc.

Application Number	Filing Date	Title
12/802,942	06/17/2010	VEHICLE RENTAL SYSTEM AND METHOD
13/782,608	03/01/2013	VIRTUAL RENT-A-CAR SYSTEM AND METHOD WITH IN-CAR CONCIERGE DEVICE
14/010,226	08/26/2013	MOBILE TRAVEL INFORMATION SYSTEM AND METHOD

#### Patent Applications Owned by The Hertz Corporation

Application Number	Filing Date	Title
09/885,495	6/20/2001	METHOD AND SYSTEM FOR SELLING ASSETS OVER A COMPUTER NETWORK