

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Budget Rent A Car System, Inc.		04/19/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2555445	BUDGET
Registration Number:	2269207	BUDGET
Registration Number:	1300950	BUDGET RENT A CAR
Registration Number:	1156786	BUDGET CAR SALES
Registration Number:	2555444	BUDGET CAR SALES
Registration Number:	2864953	PERFECT DRIVE
Registration Number:	2800472	FASTBREAK
Registration Number:	2864949	UNLIMITED BUDGET
Registration Number:	1310424	SUPER REZ
Registration Number:	1534674	ONE WAY
Registration Number:	1423313	RSI RESERVATION SERVICES INC
Registration Number:	1161448	BUDGET
Registration Number:	1300949	BUDGET
Registration Number:	3021942	GET IN, GET OUT, GET GOING

OP \$540.00 2555445

Registration Number:	2983237	MOVING UP IN TRUCK RENTAL
Serial Number:	78498876	RAPID REFUEL
Serial Number:	78653851	RIGHT TRUCKS, RIGHT TIME, RIGHT PRICE
Registration Number:	3045871	RAPIDREZ
Serial Number:	78778930	MAKE THE BETTER MOVE
Serial Number:	78788140	OPTIMUM
Serial Number:	78863358	RENT LIKE A GENIUS

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7609
Email: ksolomon@stblaw.com
Correspondent Name: Kirstie Howard, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/0432
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	10/26/2006

Total Attachments: 6
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of April 19, 2006 is made by Budget Rent A Car System, Inc., a Delaware corporation, located at 6 Sylvan Way, Parsippany, New Jersey 07054 (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., a national association, located at 270 Park Avenue, 4th Floor, New York, New York 10017, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of April 19, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Avis Budget Holdings, LLC, Avis Budget Car Rental, LLC, a Delaware limited liability company and parent of Grantor (the "Borrower"), the Lenders, the Agent, Bank of America, N.A., Calyon New York Branch and Citicorp USA, Inc., as Documentation Agents, Wachovia Bank, National Association, as Co-Documentation Agent, and Deutsche Bank Securities Inc., as Syndication Agent.

WITNESSETH:

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, the Grantor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of April 19, 2006, 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, the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor 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, the Grantor 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. The Grantor hereby assigns and transfers to the Agent, and hereby grants to the Agent, for the ratable benefit of the Lenders, a security interest in, all Trademarks (including, without limitation, those items listed on Schedule A hereto) now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligation.

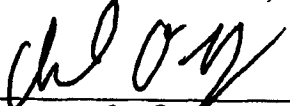
SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The 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. The Grantor 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 19th day of April, 2006.

BUDGET RENT A CAR SYSTEM, INC.

By: 
Name: DAVID D. BLASKEY
Title: PRESIDENT

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

By: _____
Name:
Title:

SECTION 2. Grant of Security Interest. The Grantor hereby assigns and transfers to the Agent, and hereby grants to the Agent, for the ratable benefit of the Lenders, a security interest in, all Trademarks (including, without limitation, those items listed on Schedule A hereto) now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligation.

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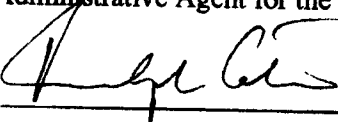
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 20th day of April, 2006.

BUDGET RENT A CAR SYSTEM, INC.

By: _____
Name:
Title:

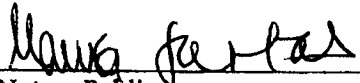
JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the Lenders

By: 
Name: **RANDOLPH CATES**
Title: **VICE PRESIDENT**

ACKNOWLEDGMENT OF GRANTOR

STATE OF New Jersey)
) ss
COUNTY OF Morris)

On the 19th day of April, 2006, before me personally came David D. Blaskey, who is personally known to me to be the President of Budget Rent A Car System, Inc., a Delaware Corporation; who, being duly sworn, did depose and say that she/he is the President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public
MAURA E. SANTOS
A Notary Public of New Jersey
Qualified in Morris County
My Commission Expires Dec. 12, 2009

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York)
) ss
COUNTY OF New York)

On the 20th day of April, 2006, before me personally came Randolph Cates, who is personally known to me to be the Vice President of JPMorgan Chase Bank, N.A., a national association; who, being duly sworn, did depose and say that she/he is the Vice President in such national association, the national association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national association; and that she/he acknowledged said instrument to be the free act and deed of said national association.

Edeline C. Adderley

Notary Public

EDELIN C. ADDERLEY
Notary Public, State of New York
No. 01AD6079940 Qualified in Bronx County
Certificate Filed in New York County
Commission Expires September 3, 2008

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
BUDGET LOGO (DUAL TRIANGLE DESIGN)	2,555,445
BUDGET (WORD MARK)	2,269,207
BUDGET RENT A CAR	1,300,950
BUDGET CAR SALES	1,156,786
BUDGET CAR SALES & DESIGN	2,555,444
PERFECT DRIVE	2,864,953
FASTBREAK	2,800,472
UNLIMITED BUDGET	2,864,949
SUPER REZ LOGO	1,310,424
ONE WAY & DESIGN	1,534,674
RSI RESERVATION SERVICES INC. & DESIGN	1,423,313
BUDGET (STYLIZED WORD MARK)	1,161,448
BUDGET (STYLIZED WORD MARK)	1,300,949
GET IN, GET OUT, GET GOING	3,021,942
MOVING UP IN TRUCK RENTAL	2,983,237
RAPID REFUEL	78/498,876
RIGHT TRUCKS, RIGHT TIME, RIGHT PRICE	78/653,851
RAPIDREZ	3,045,871
MAKE THE BETTER MOVE	78/778,930
OPTIMUM	78/788,140
RENT LIKE A GENIUS	78/863,358

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