

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Auto Europe, LLC		10/11/2005	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Canadian Imperial Bank of Commerce, acting through its New York Agency, as Administrative Agent
Street Address:	300 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Banking Corporation:

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2966812	1-800-FLYEUROPE
Registration Number:	2942198	AUTO EUROPE
Registration Number:	2928456	AUTOEUROPE
Registration Number:	1398893	AUTO-EUROPE
Registration Number:	2827877	AE AUTO EUROPE
Registration Number:	2257786	CARPASS
Registration Number:	2974580	CELTIC AUTOS
Registration Number:	2919752	EUROPE A LA CARTE
Registration Number:	2255968	KEMFAX
Registration Number:	1703776	KEMWEL
Registration Number:	2002726	SKY DRIVE
Registration Number:	2283785	SONIC COMMISSIONS
Serial Number:	78606803	CAR-HIRE3000.COM

CH \$440.00 2966812

Serial Number:	78607040	CAR-RENTAL3000.COM
Serial Number:	78709649	DESTINATION OCEANS
Serial Number:	78709650	AE DESTINATION OCEANS
Serial Number:	78697299	KEMWEL

CORRESPONDENCE DATA

Fax Number: (202)728-0744
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2027216405
Email: christine.wilson@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	10/19/2005

Total Attachments: 6
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

Second Lien Trademark Security Agreement (the "Trademark Security Agreement") dated as of October 11, 2005 by Auto Europe, LLC, a Delaware limited liability company (the "Pledgor"), in favor of CANADIAN IMPERIAL BANK OF COMMERCE, ACTING THROUGH ITS NEW YORK AGENCY, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Second Lien Security Agreement of even date herewith (the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement and Intercreditor Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the

Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the pledge and grant of a lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

AUTO EUROPE, LLC

By: 

Name: IMAD KHALIDI

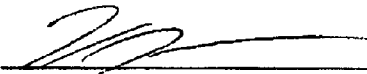
Title: PRESIDENT

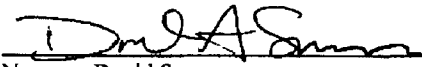
Signature Page to Trademark Security Agreement (Second Lien)

TRADEMARK
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AGREED TO AND ACCEPTED:

CANADIAN IMPERIAL BANK OF COMMERCE,
ACTING THROUGH ITS NEW YORK AGENCY,
as Administrative Agent

By: 
Name: Keith J. Labbate
Title: Authorized Signatory

By: 
Name: David Sommer
Title: Authorized Signatory

Signature Page to Trademark Security Agreement (Second Lien)

TRADEMARK
REEL: 003177 FRAME: 0870

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

United States Registered Trademarks

OWNER	REGISTRATION NO	MARK
Auto Europe, LLC	2,966,812	1-800-FLYEUROPE
Auto Europe, LLC	2,942,198	AUTO EUROPE
Auto Europe, LLC	2,928,456	AUTOEUROPE
Auto Europe, LLC	1,398,893	AUTO-EUROPE
Auto Europe, LLC	2,827,877	AE AUTO-EUROPE
Auto Europe, LLC	2,257,786	CARPASS
Auto Europe, LLC	2,974,580	CELTIC AUTOS
Auto Europe, LLC	2,919,752	EUROPE A LA CARTE
Auto Europe, LLC	2,255,968	KEMFAX
Auto Europe, LLC	1,703,776	KEMWEL LOGO
Auto Europe, LLC	2,002,726	SKY DRIVE
Auto Europe, LLC	2,283,785	SONIC COMMISSIONS

United States Pending Trademark Applications

MARK	APPLICANT	APPLICATION NO.	STATUS
CAR-HIRE3000.COM	Auto Europe, LLC	78/606,803	Pending
CAR-RENTAL3000.COM	Auto Europe, LLC	78/607,040	Pending
DESTINATION OCEANS	Auto Europe, LLC	78/709,649	Pending
AE DESTINATION OCEANS	Auto Europe, LLC	78/709,650	Pending
KEMWEL	Auto Europe, LLC	78/697,299	Pending