

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement (Term Credit Agreement)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hertz System, Inc.		05/10/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank AG, New York Branch
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	CORPORATION: GERMANY

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3690482	CONNECT BY HERTZ
Registration Number:	3683029	HERTZ EXACTLY
Registration Number:	3419634	SIMPLY WHEELZ
Registration Number:	3415460	SIMPLY WHEELZ BY HERTZ
Registration Number:	3412542	SIMPLY WHEELZ BY HERTZ
Registration Number:	3419594	SIMPLYWHEELZ
Registration Number:	3467029	WE'RE HERTZ. THEY'RE NOT.
Serial Number:	77587299	HERTZ CONNECT
Serial Number:	77765317	HERTZ RENT2BUY

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 714-540-1235
 Email: ipdocket@lw.com
 Correspondent Name: Latham & Watkins LLP

OP \$240.00 3690482

900163377

**TRADEMARK
 REEL: 004215 FRAME: 0331**

Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	031347-0012 (TERM - HERTZ)
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/Anna T Kwan/
Date:	05/28/2010

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as amended, supplemented, replaced or otherwise modified from time to time) (this "Agreement"), dated as of May 10, 2010, is entered into by Hertz System, Inc. (the "Grantor") in favor of **DEUTSCHE BANK AG, NEW YORK BRANCH** ("DBNY"), as Administrative Agent and Collateral Agent for the Lenders.

WHEREAS, The Hertz Corporation, the Lenders party thereto from time to time (the "Lenders"), DBNY as Administrative Agent and Collateral Agent for the Lenders, and certain other parties as named therein have entered into a Credit Agreement, dated as of December 21, 2005 (as amended, supplemented, replaced or otherwise modified from time to time, the "Term Credit Agreement");

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Term Credit Agreement that the Grantor and certain of its Affiliates shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of December 21, 2005, in favor of the Administrative Agent and Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Term Guarantee and Collateral Agreement"); and

WHEREAS, under the terms of the Term Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Trademarks of the Grantor to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Agreement for recording 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 is hereby acknowledged, the Grantor and the Secured Parties hereby agree as follows:

SECTION 1. DEFINED TERMS.

1.1 Capitalized terms not otherwise defined herein have the meanings set forth in the Term Credit Agreement or the Term Guarantee and Collateral Agreement, as applicable.

1.2 "Trademarks" shall mean all United States and foreign trademarks, service marks, trade names, trade dress or other indicia of trade origin or business identifiers, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed, it being understood and agreed that the carve out in this parenthetical shall be applicable only if and for so long as a grant of a security interest in such intent to use application would invalidate or otherwise jeopardize Grantor's rights therein), and any renewals thereof, including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements or dilutions thereof, (ii) 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 or future infringements thereof), and (iii) all other rights corresponding thereto and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto in the United States, together in each case with the

goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin or business identifiers

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARKS. Subject to the terms of the Term Credit Agreement and the Term Guarantee and Collateral Agreement, the Grantor hereby grants, subject to the existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business, to the Collateral Agent, for the ratable benefit of the Secured Parties (subject to the priority of the Euro MTN Lien to the extent provided by the Euro MTN Fiscal Agency Agreement or the Euro MTNs), a security interest in all of the Trademarks of the Grantor, including, without limitation, the Trademarks listed on Schedule A hereto, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Grantor.

SECTION 3. PRECEDENCE. The security interest granted hereby is granted in conjunction with the security interest granted by the Grantor to the Secured Parties under the Term Guarantee and Collateral Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Term Guarantee and Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Term Guarantee and Collateral Agreement, the terms of the Term Guarantee and Collateral Agreement shall control.

SECTION 4. RECORDATION. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 5. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the provisions of the Term Guarantee and Collateral Agreement.

SECTION 6. GENERAL.

(a) Governing Law. **THIS AGREEMENT 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.**

(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Secured Parties and the Grantor and their respective successors and assigns. The Grantor shall not, without the prior written consent of the Secured Parties given in accordance with the Term Credit Agreement, assign any right, duty or obligation hereunder.

(c) Counterparts. This Agreement 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

HERTZ SYSTEM, INC.

By: J. Jeffrey Zimmerman

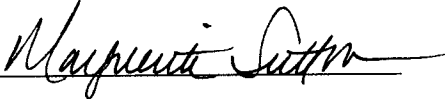
Name: J. Jeffrey Zimmerman


Title: Vice President + Secretary

[Signature Page to Trademark Security Agreement (Term)]

TRADEMARK
REEL: 004215 FRAME: 0335

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


By: 
Name: Marguerite Sutton
Director
Title: _____

By: 
Name: Enrique Landaeta
Vice President
Title: _____

SCHEDULE A

TRADEMARK SECURITY AGREEMENT

I. U.S. REGISTERED TRADEMARKS

Trademark	App. No. App. Date	Reg. No. Reg. Date	Owner
CONNECT BY HERTZ	77587310 07-OCT-2008	3690482 29-SEP-2009	Hertz System, Inc.
HERTZ EXACTLY	77682919 04-MAR-2009	3683029 15-SEP-2009	Hertz System, Inc.
SIMPLY WHEELZ	77215755 26-JUN-2007	3419634 29-APR-2008	Hertz System, Inc.
SIMPLY WHEELZ BY HERTZ 	77222730 05-JUL-2007	3415460 22-APR-2008	Hertz System, Inc.
SIMPLY WHEELZ BY HERTZ	77215869 26-JUN-2007	3412542 15-APR-2008	Hertz System, Inc.
SIMPLYWHEELZ	77188025 23-MAY-2007	3419594 29-APR-2008	Hertz System, Inc.
WE'RE HERTZ. THEY'RE NOT.	77333856 20-NOV-2007	3467029 15-JUL-2008	Hertz System, Inc.

II. U.S. TRADEMARK APPLICATIONS

Trademark	App. No.	App. Date	Owner
HERTZ CONNECT	77587299	07-OCT-2008	Hertz System, Inc.
HERTZ RENT2BUY	77765317	22-JUN-2009	Hertz System, Inc.