

**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
Thrifty, Inc.		08/16/2010	CORPORATION: OKLAHOMA

**RECEIVING PARTY DATA**

Name:	Deutsche Bank Trust Company Americas, as Collateral Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	banking corporation: NEW YORK

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	3319278	THRIFTY AUTO LOAN
Registration Number:	3340743	GET A TITLE WITHOUT A FIGHT
Registration Number:	3355175	THE FRANCHISE WITHOUT THE FACTORY
Registration Number:	3375745	THRIFTY AUTO LOAN
Registration Number:	3389631	TRIPSAVER
Registration Number:	3410099	BEYOND LUXURY
Registration Number:	3479510	WILD CAR
Registration Number:	3496723	BEYOND LUXURY
Serial Number:	77880423	CLICK AND SAVE
Serial Number:	77952398	THRIFTY TIMESAVER
Serial Number:	77952401	TIMESAVER

**CORRESPONDENCE DATA**

Fax Number: (860)240-2513

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**900170058**

**TRADEMARK  
 REEL: 004265 FRAME: 0424**

**OP \$290.00 3319278**

Phone: 860.240.2935  
Email: michelle.fournier@bingham.com  
Correspondent Name: Michelle Walters Fournier  
Address Line 1: One State Street  
Address Line 2: Bingham McCutchen LLP  
Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	Michelle Walters Fournier
Signature:	/Michelle Walters Fournier/
Date:	08/23/2010

**Total Attachments: 7**

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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT, dated as of August 16, 2010, (this "Agreement") is made between THRIFTY, INC., an Oklahoma corporation (the "Grantor"), and DEUTSCHE BANK TRUST COMPANY AMERICAS ("DBTCA"), as collateral agent (together with any successor(s) thereto in such capacity, the "Collateral Agent") for each of the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, pursuant to a Credit Agreement, dated as of June 15, 2007 (together with all amendments, supplements, amendments and restatements and other modifications, from time to time thereafter made thereto, the "Credit Agreement"), among Dollar Thrifty Automotive Group, Inc. (the "Borrower"), the various financial institutions as are, or may from time to time become, parties thereto (each, individually, a "Lender", and collectively, the "Lenders"), the Collateral Agent, The Bank of Nova Scotia ("Scotia Capital"), as the Syndication Agent, and Deutsche Bank Securities Inc. and Scotia Capital as the joint lead arrangers and joint bookrunners, the Lenders and the Issuer have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement, dated as of June 15, 2007 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, in connection with the Credit Agreement and the Security Agreement, the parties hereto have executed and delivered a Trademark Security Agreement, dated as of June 15, 2007 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Trademark Security Agreement");

WHEREAS, the Grantor now wishes to enter into this Agreement for the purpose of registering the security interest of the Collateral Agent in certain additional Trademark Collateral, created after the date of the Trademark Security Agreement, with the United States Patent and Trademark Office and corresponding offices in other countries of the world;

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

WHEREAS, it is in the best interests of the Grantor to execute this Agreement inasmuch as the Grantor will derive substantial direct and indirect benefits from the Credit Extensions made and maintained from time to time to the Borrower by the Lenders and the Issuer pursuant to the Credit Agreement.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, the terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Trademark Security Agreement.

SECTION 2. Grant of Security Interest. As security for the payment in full of the Secured Obligations (as defined in the Security Agreement), the Grantor, pursuant to and in accordance with the Trademark Security Agreement and the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all its right, title and interest in or to any and all of the Trademark Collateral set forth in Attachment 1 hereto (the "Additional Trademark Collateral").

SECTION 3. Security Agreement and Trademark Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Additional Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the benefit of each Secured Party under the Security Agreement and the Trademark Security Agreement. The Security Agreement and the Trademark Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with their terms.

SECTION 4. Release of Security Interest. Upon payment in full in cash of all Secured Obligations, the termination or expiry of all Letters of Credit and the termination of all Commitments, the Collateral Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Additional Trademark Collateral which has been granted hereunder.

SECTION 5. Incorporation by Reference. The provisions of the Trademark Security Agreement are hereby incorporated into this Agreement by reference, *mutatis mutandis*.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by electronic transmission (i.e., e-mail, facsimile) shall be effective as delivery of an original executed counterpart of this Agreement.

SECTION 7. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW THE STATE OF NEW YORK.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

**THRIFTY, INC.**

By: *[Signature]*  
Name: H. Clifford Buster III  
Title: Treasurer

STATE OF OKLAHOMA    )  
                                  ) ss.:  
COUNTY OF TULSA     )

On this 16<sup>th</sup> day of AUGUST, 2010, before me personally came CLIFF BUSTER  
who, being by me duly sworn, did state as follows: that he is Treasurer of Thrifty, Inc., that he/she is authorized to execute the foregoing Grant on behalf of said corporation and that he/she did so by authority of the Board of Directors of said corporation.

*Margaret Hays*  
Notary Public  
Notary Public  
Notary Public  
State of Oklahoma  
Margaret Hays  
Tulsa County  
Comm Exp 04-09-2012  
Commission 04003232

\_\_\_\_\_  
My Commission Expires

[Signature Page to Supplemental Trademark Security Agreement (Thrifty, Inc.)]

**DEUTSCHE BANK TRUST COMPANY  
AMERICAS, as Collateral Agent**

By: *Scotty Lindsey*  
Name: Scotty Lindsey  
Title: Director

By: *Marguerite Sutton*  
Name: Marguerite Sutton  
Title: Director

[Signature Page to Supplemental Trademark Security Agreement (Thrifty, Inc.)]

ATTACHMENT 1  
To Supplemental Trademark Security Agreement  
(Thrifty, Inc.)

**Item A.      Trademarks**

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
<b>United States</b>	THRIFTY AUTO LOAN	3319278	10-23-07
	GET A TITLE WITHOUT A FIGHT	3340743	11-20-07
	THE FRANCHISE WITHOUT THE FACTORY	3355175	12-18-07
	THRIFTY AUTO LOAN Logo	3375745	1-29-08
	TRIPSAVER	3389631	2-26-08
	BEYOND LUXURY	3410099	4-8-08
	WILD CAR	3479510	8-5-08
	BEYOND LUXURY & Design	3496723	9-2-08
<b>Czech Republic</b>	THRIFTY.CZ	296134	2-13-08
<b>El Salvador</b>	THRIFTY LOGO	7book192	1-23-08
<b>Ireland</b>	THRIFTY	239450	5-13-08
	THRIFTY LOGO	239750	5-13-08
<b>Lithuania</b>			

THRIFTY

56693

3-12-08

**Pending Trademark Applications**

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
<b>United States</b>			
	CLICK AND SAVE	77/880,423	11-24-09
	THRIFTY TIMESAVER & Design (B&W)	77/952398	3-6-10
	TIMESAVER & Design	77/952401	3-6-10
<b>Canada</b>			
	THRIFTY AUTO LOAN	137422	11-30-07
<b>Italy</b>			
	THRIFTY	MI2007C001243	2-6-07
<b>Philippines</b>			
	THRIFTY LOGO	4-2007-011367	10-10-07
<b>United Arab Emirates</b>			
	THRIFTY AUTO LOAN	106958	2-11-08

**Trademark Applications in Preparation**

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products Services</u>
None.				



**Item B. Trademark Licenses**

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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None.