

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578107

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WIZARD CO., INC.		05/12/2020	Corporation: DELAWARE
BUDGET RENT A CAR SYSTEM, INC.		05/12/2020	Corporation: DELAWARE
AVIS BUDGET CAR RENTAL, LLC		05/12/2020	Limited Liability Company: DELAWARE
ZIPCAR, INC.		05/12/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	10 SOUTH DEARBORN STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 63

Property Type	Number	Word Mark
Registration Number:	3430780	EZFUEL
Registration Number:	4415430	GET YOUR GO ON
Registration Number:	4697907	HEALTHWORKS@ABG
Registration Number:	1161448	BUDGET
Registration Number:	1300949	BUDGET
Registration Number:	2269207	BUDGET
Registration Number:	4773294	BUDGET
Registration Number:	4599628	BUDGET
Registration Number:	1156786	BUDGET CAR SALES
Registration Number:	2555444	BUDGET CAR SALES
Registration Number:	2555445	BUDGET
Registration Number:	4988915	BUDGET
Registration Number:	4988916	BUDGET
Registration Number:	5013153	BUDGET
Registration Number:	1300950	BUDGET RENT A CAR

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3255851	BUDGET TRUCK RENTAL
Registration Number:	4941891	DRIVER'S CIRCLE
Registration Number:	2800472	FASTBREAK
Serial Number:	88659712	GET MORE
Registration Number:	3168553	MAKE THE BETTER MOVE
Registration Number:	3045871	RAPIDREZ
Registration Number:	2864949	UNLIMITED BUDGET
Registration Number:	4984361	\$ UNLIMITED REWARDS
Registration Number:	5586104	WE KNOW THE ROAD
Registration Number:	703700	AVIS
Registration Number:	1071131	AVIS
Registration Number:	4760640	AVIS
Registration Number:	4777553	AVIS
Registration Number:	4777552	AVIS
Registration Number:	1353304	AVIS
Registration Number:	1660119	AVIS
Registration Number:	3194055	AVIS CARES
Registration Number:	3264583	AVIS CARES
Registration Number:	1835715	AVIS CHAIRMAN'S CLUB
Registration Number:	2814594	AVIS CORPORATE AWARDS PROGRAM
Registration Number:	2538416	AVIS INTERACTIVE
Registration Number:	1648339	AVIS LUBE
Registration Number:	1649696	AVIS LUBE
Registration Number:	5051296	AVIS NOW
Registration Number:	3430711	AVIS PREFERRED
Registration Number:	4422678	AVIS PREFERRED SELECT & GO
Registration Number:	2424039	PERSONALLY YOURS
Registration Number:	2656604	PREFERRED
Serial Number:	88658200	RED STOPS AT NOTHING
Registration Number:	2479902	RENTCONTROL
Registration Number:	1712287	RENTSAVERS
Registration Number:	1648373	ROVING RAPID RETURN
Registration Number:	5231586	THIS WAY FORWARD
Registration Number:	967829	WE TRY HARDER
Registration Number:	1681462	WE TRY HARDER.
Registration Number:	924856	WIZARD
Registration Number:	3880188	FASTFLEET
Serial Number:	88550716	OWN LESS HAVE MORE

Property Type	Number	Word Mark
Registration Number:	5296300	OWN THE TRIP, NOT THE CAR
Serial Number:	88355090	SOMETIMES YOU JUST NEED A CAR
Serial Number:	88355033	WHEELS WHEN YOU WANT THEM
Registration Number:	4048701	Z
Registration Number:	2507028	ZIPCAR
Registration Number:	4055764	ZIPCAR
Registration Number:	3890437	ZIPCAR
Registration Number:	3998368	ZIPCAR
Registration Number:	4212413	ZIPCARD
Registration Number:	4140359	ZIPVAN

CORRESPONDENCE DATA

Fax Number: 2124552502

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.

Phone: (212)455-3346

Email: ksolomon@stblaw.com

Correspondent Name: MELANIE JOLSON, 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: MELANIE JOLSON

SIGNATURE: /MJ/

DATE SIGNED: 05/26/2020

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS, effective as of May 12, 2020 (the "Agreement") is made by the Persons listed on the signature pages hereof (collectively, the "Obligors"), in favor of JPMorgan Chase Bank, N.A., a national banking association, with an address at P.O. Box 2558, Houston, Texas 77252, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Fifth Amended and Restated Credit Agreement, dated as of February 13, 2018 (as amended by the First Amendment, dated as of February 6, 2020, and the Second Amendment, dated as of April 27, 2020, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Avis Budget Car Rental, LLC, a Delaware limited liability company and parent of Obligor (the "Borrower") Avis Budget Holdings, LLC, a Delaware limited liability company ("Holdings"), Avis Budget Group, Inc., a Delaware corporation, the Subsidiary Borrowers (as defined in the Credit Agreement) from time to time parties thereto, the Lenders, the Agent, and the other agents party thereto.

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, Holdings, the Borrower, each Obligor and certain other subsidiaries and affiliates of the Borrower have executed and delivered an Amended and Restated Guarantee and Collateral Agreement, dated as of May 12, 2020 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Amended and Restated Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Amended and Restated Guarantee and Collateral Agreement, each Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, each Obligor 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, each Obligor 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 Amended and Restated Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Each Obligor hereby grants to the Agent, for the ratable benefit of the Lenders, a security interest in, all of the Trademarks now owned by such Obligor or in which such Obligor now has any right, title or interest (including, without limitation, those items listed on Schedule A hereto), in each case, excluding any Excluded Property (such property excluding any and all Excluded Property being collectively referred to as, 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 such Obligor’s Obligations. Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any “intent to use” Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office.


SECTION 3. Purpose. This Agreement has been executed and delivered by each Obligor hereto 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 Amended and Restated Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Amended and Restated 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. Each Obligor 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 Amended and Restated 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 Amended and Restated Guarantee and Collateral Agreement, the terms of the Amended and Restated Guarantee and Collateral Agreement shall govern.

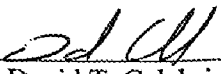
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


WIZARD CO., INC.

By: 
Name: David T. Calabria
Title: Senior Vice President and Treasurer

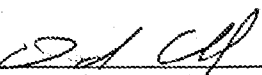
BUDGET RENT A CAR SYSTEM, INC.

By: 
Name: David T. Calabria
Title: Senior Vice President and Treasurer

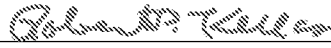
AVIS BUDGET CAR RENTAL, LLC

By: 
Name: David T. Calabria
Title: Senior Vice President and Treasurer

ZIPCAR, INC.

By: 
Name: David T. Calabria
Title: Senior Vice President and Treasurer

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

By: _____

Name: Robert P. Kellas

Title: Executive Director

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Appl. No.	Filed	Reg. No.	Reg. Date	Status	Owner
EZFUEL	77279460	09/14/07	3430780	05/20/08	Registered	Avis Budget Car Rental LLC
GET YOUR GO ON	85509313	01/05/12	4415430	10/08/13	Registered	Avis Budget Car Rental LLC
HEALTHWORKS@ABG (Stylized)	85566455	03/12/12	4697907	03/10/15	Registered	Avis Budget Car Rental LLC
BUDGET (Stylized)	73226982	08/10/79	1161448	07/14/81	Registered	Budget Rent A Car System, Inc.
BUDGET (Stylized)	73438911	08/11/83	1300949	10/16/84	Registered	Budget Rent A Car System, Inc.
BUDGET (Word Mark)	75558038	09/24/98	2269207	08/10/99	Registered	Budget Rent A Car System, Inc.
BUDGET (Word Mark)	85842885	02/06/13	4773294	07/14/15	Registered	Budget Rent A Car System, Inc.
BUDGET (Word Mark)	85842894	02/06/13	4599628	09/09/14	Registered	Budget Rent A Car System, Inc.
BUDGET CAR SALES (Stylized)	73226949	08/10/79	1156786	06/02/81	Registered	Budget Rent A Car System, Inc.
BUDGET CAR SALES LOGO (DUAL TRIANGLES DESIGN)	76164545	11/15/00	2555444	04/02/02	Registered	Budget Rent A Car System, Inc.
BUDGET LOGO (DUAL TRIANGLE DESIGN)	76164546	11/15/00	2555445	04/02/02	Registered	Budget Rent A Car System, Inc.
BUDGET LOGO (NEW DUAL TRIANGLE DESIGN IN COLOR)	85750569	10/10/12	4988915	06/28/16	Registered	Budget Rent A Car System, Inc.
BUDGET LOGO (NEW DUAL TRIANGLE DESIGN)	85750577	10/10/12	4988916	06/28/16	Registered	Budget Rent A Car System, Inc.
BUDGET LOGO (NEW DUAL TRIANGLE IN REVERSE COLOR)	85750549	10/10/12	5013153	08/02/16	Registered	Budget Rent A Car System, Inc.
BUDGET RENT A CAR	73438912	08/11/83	1300950	10/16/84	Registered	Budget Rent A Car System, Inc.
BUDGET TRUCK RENTAL LOGO (DUAL TRIANGLES DESIGN)	78936265	07/24/06	3255851	06/26/07	Registered	Budget Rent A Car System, Inc.
DRIVER'S CIRCLE	86218494	03/12/14	4941891	04/19/16	Registered	Budget Rent A Car System, Inc.
FASTBREAK	78215251	02/14/03	2800472	12/30/03	Registered	Budget Rent A Car System, Inc.
GET MORE	88659712	10/18/19			Published	Budget Rent A Car System, Inc.
MAKE THE BETTER MOVE	78778930	12/22/05	3168553	11/07/06	Registered	Budget Rent A Car System, Inc.
RAPIDREZ	78524156	11/30/04	3045871	01/17/06	Registered	Budget Rent A Car System, Inc.
UNLIMITED BUDGET	78215262	02/14/03	2864949	07/20/04	Registered	Budget Rent A Car System, Inc.

Trademark Security Agreement

**TRADEMARK
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\$ UNLIMITED REWARDS & Design	86511377	01/22/15	4984361	06/21/16	Registered	Budget Rent A Car System, Inc.
WE KNOW THE ROAD	87839440	03/19/18	5586104	10/16/18	Registered	Budget Rent A Car System, Inc.
AVIS	72078331	07/24/59	703700	08/30/60	Registered	Wizard Co., Inc.
AVIS	73108122	12/01/76	1071131	08/09/77	Registered	Wizard Co., Inc.
AVIS	85755976	10/17/12	4760640	06/23/15	Registered	Wizard Co., Inc.
AVIS (NEW STYLIZED IN BOLD)	85750470	10/10/12	4777553	07/21/15	Registered	Wizard Co., Inc.
AVIS (NEW STYLIZED IN REVERSE COLOR)	85750451	10/10/12	4777552	07/21/15	Registered	Wizard Co., Inc.
AVIS (STYLIZED)	73519567	01/28/85	1353304	08/06/85	Registered	Wizard Co., Inc.
AVIS & LINE DESIGN	74129082	01/09/91	1660119	10/08/91	Registered	Wizard Co., Inc.
AVIS CARES	78840887	03/20/06	3194055	01/02/07	Registered	Wizard Co., Inc.
AVIS CARES	78840889	03/20/06	3264583	07/17/07	Registered	Wizard Co., Inc.
AVIS CHAIRMAN'S CLUB	74356090	02/05/93	1835715	05/10/94	Registered	Wizard Co., Inc.
AVIS CORPORATE AWARDS PROGRAM	76447514	09/06/02	2814594	02/17/04	Registered	Wizard Co., Inc.
AVIS INTERACTIVE	78071071	06/26/01	2538416	02/12/02	Registered	Wizard Co., Inc.
AVIS LUBE	73671748	07/13/87	1648339	06/18/91	Registered	Wizard Co., Inc.
AVIS LUBE (Stylized)	73671733	07/13/87	1649696	07/09/91	Registered	Wizard Co., Inc.
AVIS NOW	86816521	11/11/15	5051296	09/27/16	Registered	Wizard Co., Inc.
AVIS PREFERRED	77278619	09/13/07	3430711	05/20/08	Registered	Wizard Co., Inc.
AVIS PREFERRED SELECT & GO	85622924	05/11/12	4422678	10/22/13	Registered	Wizard Co., Inc.
PERSONALLY YOURS	75684994	04/19/99	2424039	01/23/01	Registered	Wizard Co., Inc.
PREFERRED	78061358	05/01/01	2656604	12/03/02	Registered	Wizard Co., Inc.
RED STOPS AT NOTHING	88658200	10/17/19			Published	Wizard Co., Inc.
RENTCONTROL	76105983	08/08/00	2479902	08/21/01	Registered	Wizard Co., Inc.
RENTSAVERS	74222794	11/18/91	1712287	09/01/92	Registered	Wizard Co., Inc.
ROVING RAPID RETURN	74078934	07/16/90	1648373	06/18/91	Registered	Wizard Co., Inc.
THIS WAY FORWARD	87197847	10/10/16	5231586	06/27/17	Registered	Wizard Co., Inc.
WE TRY HARDER	72432030	08/07/72	967829	09/04/73	Registered	Wizard Co., Inc.
WE TRY HARDER (Stylized)	74115564	11/15/90	1681462	03/31/92	Registered	Wizard Co., Inc.
WIZARD	72386274	03/15/71	924856	11/30/71	Registered	Wizard Co., Inc.
FASTFLEET	77102712	02/08/07	3880188	11/23/10	Registered	Zipcar, Inc.
OWN LESS HAVE MORE	88550716	07/30/19			Published	Zipcar, Inc.
OWN THE TRIP, NOT THE CAR	87361368	03/07/17	5296300	09/26/17	Registered	Zipcar, Inc.
SOMETIMES YOU JUST NEED A CAR	88355090	03/25/19			Published	Zipcar, Inc.
WHEELS WHEN YOU WANT THEM	88355033	03/25/19			Published	Zipcar, Inc.
Z & Design	85277673	03/25/11	4048701	11/01/11	Registered	Zipcar, Inc.
ZIPCAR	76215761	02/23/01	2507028	11/13/01	Registered	Zipcar, Inc.
ZIPCAR	85275115	03/23/11	4055764	11/15/11	Registered	Zipcar, Inc.

Trademark Security Agreement

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ZIPCAR	77102714	02/08/07	3890437	12/14/10	Registered	Zipcar, Inc.
ZIPCAR	77102715	02/08/07	3998368	07/19/11	Registered	Zipcar, Inc.
ZIPCARD	85339981	06/07/11	4212413	09/25/12	Registered	Zipcar, Inc.
ZIPVAN	85366464	07/08/11	4140359	05/08/12	Registered	Zipcar, Inc.

Trademark Security Agreement