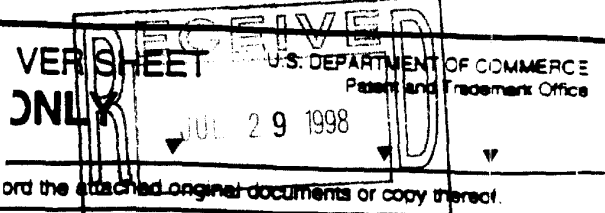


07-31-1998



Tab settings     ▼

To the Honorable Commissioner of Patents and Trademarks, 100781705



Send the attached original documents or copy thereof.

1. Name of conveying party(ies): Corrective  
Dollar Rent A Car Systems, Inc.

2. Name and address of receiving party(ies)  
Name: Chrysler Corporation

- Individual(s)
- General Partnership
- Corporation-State - Oklahoma
- Other
- Association
- Limited Partnership

Internal Address: \_\_\_\_\_  
Street Address: 1000 Chrysler Drive  
City: Auburn Hills State: MI ZIP: 48326-2766

Additional name(s) of conveying party(ies) attached?  Yes  No

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
Designations must be a separate document from assignment  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Corrective Assignment
- Merger
- Change of Name

Reel/Frame: 1688/0555  
Execution Date: December 23, 1997

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,468,245- needs to be removed  
2,023,133- needs to be added  
2,110,109- needs to be removed

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Stephen Baum, Esq.

Internal Address: Debevoise & Plimpton

Street Address: 875 Third Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Stephen Baum  
Name of Person Signing

Step L. Baum  
Signature

Total number of pages including cover sheet, attachments, and document: 137

REEL: 1761 FRAME: 0485

00000192  
07/30/1998 FTTH113  
40.00 DP

# DEBEVOISE & PLIMPTON

875 THIRD AVENUE  
NEW YORK, NY 10022  
(212) 909-6000

TELECOPIER: (212) 909-6836

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WASHINGTON, DC 20004  
TELEPHONE: (202) 383-8000  
TELECOPIER: (202) 383-8118

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75008 PARIS  
TELEPHONE: (33-1) 40 73 12 12  
TELECOPIER: (33-1) 47 20 50 82

1 CREED COURT, 5 LUDGATE HILL  
LONDON EC4M 7 AA  
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30 QUEEN'S ROAD CENTRAL  
HONG KONG  
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TELECOPIER: (852) 2810 9828

1065 BUDAPEST  
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TELEPHONE: (36-1) 131 0845  
TELECOPIER: (36-1) 332 7995

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JUDAH BEST  
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GREGORY V. GOODING  
MICHAEL F. HARRELL  
ANTOINE F. KIRRY  
LORIN L. REISNER  
JAMES C. SCOVILLE  
COLBY P. SMITH  
MARK P. GOODMAN

ELI WHITNEY DEBEVOISE  
1899-1990

FRANCOIS T.P. PLIMPTON  
1900-1983

ANDREW C. HARTZELL, JR.  
WILLIAM B. MATTESON  
ROSSELL B. PERKINS  
VINCENT M. SMITH  
CECIL WRAY  
OF COUNSEL

\*NOT ADMITTED IN NEW YORK

July 28, 1998

## BY EXPRESS MAIL

Ms. Joann Stewart  
Examiner  
U.S. Patent and Trademark Office  
Office of Public Records  
Crystal Gateway 4, Room 335  
Washington, D.C. 20231

### **Request for Correction to Notice of Recordation of Assignment Document Our Ref. 15725-1057**

Dear Ms. Stewart:

We recently received from your office the enclosed Notice of Recordation of Assignment relating to various trademarks. In reviewing the notice, we found the following three errors which we would like to be corrected:

(i) The trademark "GREAT DRIVES", reg. no. 2,023,133 is missing and needs to be added; and

(ii) the trademark "UMD NEW JERSEY", reg. no. 1,468,245 was incorrectly added and needs to be removed; and

(iii) the trademark "SPIRITNET", reg. no. 2,110,109 was mistakenly added by us and needs to be removed.

TRADEMARK  
REEL: 1761 FRAME: 0486

20569448.01

Joann Stewart

2


July 28, 1998

We have included a copy of the original Notice of Recordation and Schedule of assigned Trademarks with the corrections marked in pen, the original Notice of Recordation, a new cover sheet for the corrections, and a check for \$40.00 for processing the correction that we are responsible for, (iii).

Please send us a corrected Notice of Recordation addressed to Stephen Baum at Debevoise & Plimpton.

If you have any questions regarding this matter, please call Stephen Baum at (212) 909-7302. In addition I would appreciate it if you would call me at (212) 909-8387 to let me know that you have received this package. We thank you for your assistance.

Sincerely,

  
Andrea Knauer  
Intellectual Property  
Project Assistant


Enclosures

"Express Mail" mailing label No. 136821224003

Date of Deposit July 28, 1998

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20261.

Andrea Knauer  
(Typed or printed name of person mailing paper or fee)

  
(Signature of person mailing paper or fee)



**UNITED STATES DEPARTMENT OF COMMERCE**  
**Patent and Trademark Office**  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D C 20231

APRIL 09, 1998

PTAS

DEBEVOISE & PLIMPTON  
STEPHEN BAUM  
875 THIRD AVENUE  
NEW YORK, NY 10022



\*100639847A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

RECORDATION DATE: 02/06/1998

REEL/FRAME: 1688/0555  
NUMBER OF PAGES: 9

BRIEF: SECURITY INTEREST

ASSIGNOR:

DOLLAR RENT A CAR SYSTEMS, INC.

DOC DATE: 12/23/1997  
CITIZENSHIP: OKLAHOMA  
ENTITY: CORPORATION

ASSIGNEE:

CHRYSLER CORPORATION  
1000 CHRYSLER DRIVE  
AUBURN HILLS, MICHIGAN 48326-2766

CITIZENSHIP: DELAWARE  
ENTITY: CORPORATION

APPLICATION NUMBER: 75126035  
REGISTRATION NUMBER:

FILING DATE: 06/27/1996  
ISSUE DATE:

MARK: DOLLAR

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75126242  
REGISTRATION NUMBER:

FILING DATE: 06/27/1996  
ISSUE DATE:

MARK: DOLLAR

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

TRADEMARK  
REEL: 1761 FRAME: 0488

APPLICATION NUMBER: 75126237 FILING DATE: 06/27/1996  
REGISTRATION NUMBER: ISSUE DATE:

MARK: DOLLAR  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 75148667 FILING DATE: 08/12/1996  
REGISTRATION NUMBER: 2110019 ISSUE DATE: 10/28/1997

MARK: DOLLAR RENT A CAR  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75120716 FILING DATE: 06/18/1996  
REGISTRATION NUMBER: ISSUE DATE:

MARK: THE CORPORATE FREEWAY  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75209263 FILING DATE: 12/06/1996  
REGISTRATION NUMBER: ISSUE DATE:

MARK: SENSIBLE RATES  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75209644 FILING DATE: 12/06/1996  
REGISTRATION NUMBER: ISSUE DATE:

MARK: SILVER DOLLAR CLUB  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75209226 FILING DATE: 12/06/1996  
REGISTRATION NUMBER: ISSUE DATE:

MARK: FASTLANE  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75305920 FILING DATE: 06/10/1997  
REGISTRATION NUMBER: ISSUE DATE:

MARK: THE DOLLAR DIFFERENCE  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 72403630 FILING DATE: 09/27/1971  
REGISTRATION NUMBER: 0948360 ISSUE DATE: 12/05/1972

MARK: DOLLAR  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73098206 FILING DATE: 08/30/1975  
REGISTRATION NUMBER: 1075215 ISSUE DATE: 10/11/1977

MARK: DOLLAR RENT-A-CAR SYSTEMS  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 73220319  
REGISTRATION NUMBER: 1144524

FILING DATE: 06/20/1979  
ISSUE DATE: 12/23/1980

MARK: DOLLAR RENT-A-CAR SYSTEMS  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 73310002  
REGISTRATION NUMBER: 1205730

FILING DATE: 05/12/1981  
ISSUE DATE: 08/17/1982

MARK: DOLLAR RENT A CAR  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 73387526  
REGISTRATION NUMBER: 1257123

FILING DATE: 09/22/1982  
ISSUE DATE: 11/08/1983

MARK: DOLLAR RENT-A-CAR SYSTEMS  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73691617  
REGISTRATION NUMBER: 1492628

FILING DATE: 10/26/1987  
ISSUE DATE: 06/14/1988

MARK: DOLLAR  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73687371  
REGISTRATION NUMBER: 1493576

FILING DATE: 10/01/1987  
ISSUE DATE: 06/21/1988

MARK: DOLLAR  
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 73622343  
REGISTRATION NUMBER: 1468245

FILING DATE: 09/26/1986  
ISSUE DATE: 12/08/1987

MARK: UMD NEW JERSEY  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 74161770  
REGISTRATION NUMBER: 1782238

FILING DATE: 04/29/1991  
ISSUE DATE: 07/13/1993

MARK: DOLLAR  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 74402731  
REGISTRATION NUMBER: 1825518

FILING DATE: 06/18/1993  
ISSUE DATE: 03/08/1994

MARK: DOLLAR  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74402732  
REGISTRATION NUMBER: 1826644

FILING DATE: 06/18/1993  
ISSUE DATE: 03/15/1994

MARK: DOLLAR  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 75081158  
REGISTRATION NUMBER: 2110109

FILING DATE: 03/29/1996  
ISSUE DATE: 10/28/1997

MARK: SPIRITNET  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75156741  
REGISTRATION NUMBER: 2079330

FILING DATE: 08/27/1996  
ISSUE DATE: 07/15/1997

MARK: DOLLAR RENT A CAR  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 74392895  
REGISTRATION NUMBER: 1823254

FILING DATE: 05/20/1993  
ISSUE DATE: 02/22/1994

MARK: RIGHT ON THE AIRPORT. RIGHT ON THE MONE  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74450250  
REGISTRATION NUMBER: 1979995

FILING DATE: 10/25/1993  
ISSUE DATE: 06/11/1996

MARK: DOLLAR TOURS  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74526743  
REGISTRATION NUMBER: 1989455

FILING DATE: 05/20/1994  
ISSUE DATE: 07/30/1996

MARK: QUICK KEYS  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74520070  
REGISTRATION NUMBER: 1989443

FILING DATE: 05/02/1994  
ISSUE DATE: 07/30/1996

MARK: QUICK KEYS AUTOMATED COMPUTER RESERVATIO  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 74520069  
REGISTRATION NUMBER: 1994384

FILING DATE: 05/02/1994  
ISSUE DATE: 08/20/1996

MARK: QUICK KEYS AUTOMATED COMPUTER RESERVATIO  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 75067836  
REGISTRATION NUMBER: 2024146

FILING DATE: 03/05/1996  
ISSUE DATE: 12/17/1996

MARK: DOLLAR MAKES SENSE.  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

1688/0555 PAGE 5

JOANN STEWART, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

TRADEMARK  
REEL: 1761 FRAME: 0492



*Trademark Office*

*15725-1057*



**UNITED STATES DEPARTMENT OF COMMERCE**  
**Patent and Trademark Office**  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

*Trademark Office  
- Recordation Copy -*

APRIL 09, 1998

PTAS

DEBEVOISE & PLIMPTON  
STEPHEN BAUM  
875 THIRD AVENUE  
NEW YORK, NY 10022



\*100639847A\*

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RECORDATION DATE: 02/06/1998

REEL/FRAME: 1688/0555  
NUMBER OF PAGES: 9

BRIEF: SECURITY INTEREST

ASSIGNOR:

DOLLAR RENT A CAR SYSTEMS, INC.

DOC DATE: 12/23/1997  
CITIZENSHIP: OKLAHOMA  
ENTITY: CORPORATION

ASSIGNEE:

CHRYSLER CORPORATION  
1000 CHRYSLER DRIVE  
AUBURN HILLS, MICHIGAN 48326-2766

CITIZENSHIP: DELAWARE  
ENTITY: CORPORATION

APPLICATION NUMBER: 75126035  
REGISTRATION NUMBER:

FILING DATE: 06/27/1996  
ISSUE DATE:

MARK: DOLLAR

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75126242  
REGISTRATION NUMBER:

FILING DATE: 06/27/1996  
ISSUE DATE:

MARK: DOLLAR

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

TRADEMARK  
REEL: 1761 FRAME: 0493

1688/0555 PAGE 2

APPLICATION NUMBER: 75126237  
REGISTRATION NUMBER:

FILING DATE: 06/27/1996  
ISSUE DATE:

MARK: DOLLAR  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 75148667  
REGISTRATION NUMBER: 2110019

FILING DATE: 08/12/1996  
ISSUE DATE: 10/28/1997

MARK: DOLLAR RENT A CAR  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75120716  
REGISTRATION NUMBER:

FILING DATE: 06/18/1996  
ISSUE DATE:

MARK: THE CORPORATE FREEWAY  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75209263  
REGISTRATION NUMBER:

FILING DATE: 12/06/1996  
ISSUE DATE:

MARK: SENSIBLE RATES  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75209644  
REGISTRATION NUMBER:

FILING DATE: 12/06/1996  
ISSUE DATE:

MARK: SILVER DOLLAR CLUB  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75209226  
REGISTRATION NUMBER:

FILING DATE: 12/06/1996  
ISSUE DATE:

MARK: FASTLANE  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75305920  
REGISTRATION NUMBER:

FILING DATE: 06/10/1997  
ISSUE DATE:

MARK: THE DOLLAR DIFFERENCE  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 72403630  
REGISTRATION NUMBER: 0948360

FILING DATE: 09/27/1971  
ISSUE DATE: 12/05/1972

MARK: DOLLAR  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73098206  
REGISTRATION NUMBER: 1075215

FILING DATE: 08/30/1976  
ISSUE DATE: 10/11/1977

MARK: DOLLAR RENT-A-CAR SYSTEMS  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

1688/0555 PAGE 3

APPLICATION NUMBER: 73220319  
REGISTRATION NUMBER: 1144524

FILING DATE: 06/20/1979  
ISSUE DATE: 12/23/1980

MARK: DOLLAR RENT-A-CAR SYSTEMS  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 73310002  
REGISTRATION NUMBER: 1205730

FILING DATE: 05/12/1981  
ISSUE DATE: 08/17/1982

MARK: DOLLAR RENT A CAR  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 73387526  
REGISTRATION NUMBER: 1257123

FILING DATE: 09/22/1982  
ISSUE DATE: 11/08/1983

MARK: DOLLAR RENT-A-CAR SYSTEMS  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73691617  
REGISTRATION NUMBER: 1492628

FILING DATE: 10/26/1987  
ISSUE DATE: 06/14/1988

MARK: DOLLAR  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73687371  
REGISTRATION NUMBER: 1493576

FILING DATE: 10/01/1987  
ISSUE DATE: 06/21/1988

MARK: DOLLAR  
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 73622343  
REGISTRATION NUMBER: 1468245

FILING DATE: 09/26/1986  
ISSUE DATE: 12/08/1987

MARK: UMD NEW JERSEY  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 74161770  
REGISTRATION NUMBER: 1782238

FILING DATE: 04/29/1991  
ISSUE DATE: 07/13/1993

MARK: DOLLAR  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 74402731  
REGISTRATION NUMBER: 1825518

FILING DATE: 06/18/1993  
ISSUE DATE: 03/08/1994

MARK: DOLLAR  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74402732  
REGISTRATION NUMBER: 1826644

FILING DATE: 06/18/1993  
ISSUE DATE: 03/15/1994

MARK: DOLLAR  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

1688/0555 PAGE 4

APPLICATION NUMBER: 75081158  
REGISTRATION NUMBER: 2110109

FILING DATE: 03/29/1996  
ISSUE DATE: 10/28/1997

MARK: SPIRITNET  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75156741  
REGISTRATION NUMBER: 2079330

FILING DATE: 08/27/1996  
ISSUE DATE: 07/15/1997

MARK: DOLLAR RENT A CAR  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 74392895  
REGISTRATION NUMBER: 1823254

FILING DATE: 05/20/1993  
ISSUE DATE: 02/22/1994

MARK: RIGHT ON THE AIRPORT. RIGHT ON THE MONE  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74450250  
REGISTRATION NUMBER: 1979995

FILING DATE: 10/25/1993  
ISSUE DATE: 06/11/1996

MARK: DOLLAR TOURS  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74526743  
REGISTRATION NUMBER: 1989455

FILING DATE: 05/20/1994  
ISSUE DATE: 07/30/1996

MARK: QUICK KEYS  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74520070  
REGISTRATION NUMBER: 1989443

FILING DATE: 05/02/1994  
ISSUE DATE: 07/30/1996

MARK: QUICK KEYS AUTOMATED COMPUTER RESERVATIO  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 74520069  
REGISTRATION NUMBER: 1994384

FILING DATE: 05/02/1994  
ISSUE DATE: 08/20/1996

MARK: QUICK KEYS AUTOMATED COMPUTER RESERVATIO  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 75067836  
REGISTRATION NUMBER: 2024146

FILING DATE: 03/05/1996  
ISSUE DATE: 12/17/1996

MARK: DOLLAR MAKES SENSE.  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

1688/0555 PAGE 5

JOANN STEWART, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

TRADEMARK  
REEL: 1761 FRAME: 0497

RM PTO-1594  
v. 6-93)  
IB No. 0651-0011 (exp. 4/94)

RECC

02-23-1998

IEET

RECEIVED  
DEPARTMENT OF COMMERCE  
Patent and Trademark Office

FEB 06 1998



100639847

Tab settings

To the Honorable Commissioner of Patent

RECEIPT ACCEPTING ORIGINAL DOCUMENTS OR COPIES THEREOF.

Name of conveying party(ies): MRD 2/6/98  
Dollar Rent A Car Systems, Inc.

2. Name and address of receiving party(ies)

Name: Chrysler Corporation

Internal Address: \_\_\_\_\_

Street Address: 1000 Chrysler Drive

City: Auburn Hills State: MI ZIP: 48326-2766

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State - Oklahoma
- Other \_\_\_\_\_

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Delaware
- Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

Execution Date: December 23, 1997

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See attached Schedule I

B. Trademark Registration No.(s)

See attached Schedule I

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Stephen Baum

Internal Address: Debevoise & Plimpton

Street Address: 875 Third Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 28

7. Total fee (37 CFR 3.41).....\$ 715

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

02 FEB 1998 JENNIFER 00000000 940000  
01 FC:481 44.00 SP  
02 FC:482 675.00 SP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Sarissa Klein  
Name of Person Signing

Sarissa Klein  
Signature

TRADEMARK

February 5, 1998  
Date

Total number of pages including cover sheet, attachments, and document: 109

Mail documents to be recorded with required cover sheet information to:

Schedule I

COUNTRY	TRADEMARK	DESIGN	DATE	APPLICATION NUMBER	REGISTRATION NUMBER	CLASS	RENEWED	EXPIRATION
USA	DOLLAR		12/05/72		948160	39	12/05/92	12/05/02
USA	DOLLAR RENT-A-CAR SYSTEMS key design	A	10/11/77		1075215	39		10/11/97
USA	DOLLAR RENT-A-CAR SYSTEMS key design	A	12/23/80		1144324	39		12/23/00
USA	DOLLAR RENT-A-CAR key design	B	08/17/82		1205730	39		08/17/02
USA	DOLLAR RENT-A-CAR SYSTEMS		11/08/83		1257123	39		11/08/03
USA	DOLLAR		06/14/88		1493628	39		06/14/08
USA	DOLLAR stylized	C	06/21/88		1493576	39		06/21/08
USA	DOLLAR design color	D	04/27/93		1768245	39		04/27/03
USA	DOLLAR design black and white	D	07/13/93		1782238	39		07/13/03
USA	DOLLAR		03/08/94		1825518	39		03/08/04
USA	DOLLAR design color	D	03/15/94		1826644	39		03/15/04
USA	DOLLAR		06/27/96	75/126015		42		
USA	DOLLAR design color	D	06/27/96	75/126242		42		
USA	DOLLAR design black and white	D	06/27/96	75/126237		42		
USA	DOLLAR RENT A CAR		06/12/96	75/148667	2 110 109	39	10/28/07	
USA	DOLLAR RENT A CAR design color (bus)		07/15/97		2 079 330	39		07/15/07
USA	RIGHT ON THE AIRPORT RIGHT ON THE MONEY		02/22/94		1823254	39		02/22/04
USA	DOLLAR TOURS		06/11/96		1979995	39		06/11/06
USA	QUICK KEYS		07/30/96		1989455	39		07/30/06
USA	QUICK KEYS AUTOMATED COMPUTER RESERVATION SYSTEM design black and white		07/30/96		1989443	39		07/30/06
USA	QUICK KEYS AUTOMATED COMPUTER RESERVATION SYSTEM design color		08/20/96		1994384	39		08/20/06
USA	DOLLAR MAKES SENSE							
USA	GREAT DRIVES		12/17/96		2024146	39		12/17/06
USA	THE CORPORATE FREEWAY		12/17/96		2023133	39		12/17/06
USA	SENSIBLE RATES		06/18/96	75/120716		35		
USA	SILVER DOLLAR CLUB		12/06/96	75/209263		39		
USA	FASTLANE		12/06/96	75/209644		39		
USA	THE DOLLAR DIFFERENCE		06/10/97	75/305920		39		

NOTICE: THE ENFORCEMENT OF REMEDIES HEREUNDER ARE SUBJECT TO THE TERMS OF A CERTAIN INTERCREDITOR AGREEMENT, DATED AS OF DECEMBER 23, 1997, AMONG CREDIT SUISSE FIRST BOSTON, AS ADMINISTRATIVE AGENT, CHRYSLER CORPORATION AND CREDIT SUISSE FIRST BOSTON AS COLLATERAL AGENT

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 23, 1997, is made between , DOLLAR RENT A CAR SYSTEMS, INC., an Oklahoma corporation (the "Grantor"), and CHRYSLER CORPORATION, a Delaware corporation ("Chrysler").

W I T N E S S E T H :

WHEREAS, pursuant to the Limited Guarantee and Reimbursement Agreement, dated as of December 23, 1997, between Chrysler and Bankers Trust Company, a New York banking corporation, not in its individual capacity but solely as master collateral agent under the Amended and Restated Master Collateral Agency Agreement (the "Master Collateral Agent"), Chrysler has agreed to indemnify the Master Collateral Agent, RCFC and the Noteholders (as defined therein) for any liabilities arising out of the failure of (i) the Master Collateral Agent to be noted as the holder of a first lien on the certificate of title for any vehicle in the Existing Fleet (as defined therein), and (ii) RCFC to be listed as owner, on the certificate of title for any vehicle in the Existing Fleet;

WHEREAS, pursuant to the Support Letter of Credit and Reimbursement Agreement, dated as of December 23, 1997 (as amended, supplemented, amended and restated or otherwise modified from time to time (the "Credit Support Agreement"), among Chrysler, DTAG, Dollar and Thrifty, Chrysler has agreed to provide letters of credit in an amount of up to \$50,000,000 in connection with certain obligations of the Grantors;

WHEREAS, as a condition precedent to the execution of the Credit Support Agreement, each Grantor is required to execute and deliver this Chrysler Security Agreement;



WHEREAS, pursuant to the Intercreditor Agreement, dated as of December 23, 1997, among Credit Suisse First Boston, as Collateral Agent (the "Collateral Agent"), the Administrative Agent and Chrysler, Chrysler and the Secured Parties and the Administrative Agent (as defined in the Credit Agreement, dated as of December 23, 1997 (as amended, supplemented, amended and restated or otherwise modified from time to time), (the "Credit Agreement"), among the Borrower Grantors, the various financial institutions as are, or may from time to time become, parties thereto, The Chase Manhattan Bank, as the syndication agent and Credit Suisse First Boston, as administrative agent, the ("Administrative Agent")) have set out the relative priority of their respective rights in and liens against the assets and certain other rights, priorities and interests of the Grantors as among themselves;

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

WHEREAS, it is in the best interests of each Grantor to execute this Chrysler Security Agreement inasmuch as such Grantor will derive substantial direct and indirect benefits from the (a) Chrysler's guaranty obligations pursuant to the Limited Guarantee and Reimbursement Agreement and (b) Chrysler Support Letters of Credit (as defined in the Credit Support Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Chrysler (a) the enter into the Limited Guarantee and Reimbursement Agreement and (b) to provide Chrysler Support Letters of Credit pursuant to the Credit Support Agreement, each Grantor agrees, for the benefit of Chrysler, as follows:

SECTION (a) 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 incorporated by reference) in the Chrysler Security Agreement.

SECTION (b) Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to Chrysler, and grant to Chrysler a security interest in, for its benefit, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a “Trademark”), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 attached hereto;

(ii) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 attached hereto;

(iii) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(iv) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(v) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

SECTION (c) Chrysler Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of Chrysler in the 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 Chrysler under the Chrysler Security Agreement. The Chrysler Security Agreement (and all rights and remedies of Chrysler thereunder) shall remain in full force and effect in accordance with its terms.

SECTION (d) Release of Security Interest. Upon payment in full in cash of all Secured Obligations and the termination or expiration of (i) all letters of credit issued by Chrysler pursuant to the Credit Support Agreement, and (ii) all other obligations of Chrysler under the Limited Guarantee and Reimbursement Agreement and the Credit Support Agreement, Chrysler 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 Trademark Collateral which has been granted hereunder.

SECTION (e) Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Chrysler with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Chrysler Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

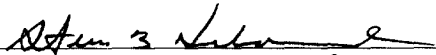
SECTION (f) Chrysler Document, etc. This Agreement is a Chrysler Document executed pursuant to the Credit Support Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the other Chrysler Documents.

SECTION (g) 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.

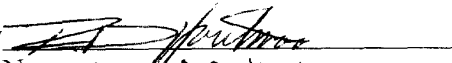
SECTION (h) Intercreditor Agreement. So long as the Grantors have any obligations outstanding under the Credit Agreement and there are any remaining Commitments outstanding thereunder, Chrysler's rights under this Chrysler Security Agreement are subject to the terms and conditions of the Intercreditor Agreement (including the right of the Administrative Agent or the Collateral Agent to hold the Collateral and to exercise remedies hereunder and thereunder).

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.

DOLLAR RENT A CAR SYSTEMS, INC.

By   
Name: Steven B. Hildebrand  
Title: UCA President

CHRYSLER CORPORATION

By   
Name: Richard D. Hartman  
Title: Assistant Secretary

"Express Mail" mailing label No. EI 988885388US

Date of Deposit February 5, 1998

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.110 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231.

Sarissa Klein  
(Typed or printed name of person mailing paper or fee)

  
(Signature of person mailing paper or fee)

Item A

COUNTRY	TRADEMARK	DESIGN	DATE	APPLICATION NUMBER	REGISTRATION NUMBER	CLASS	RENEWED	EXPIRATION
USA	DOLLAR		12/05/72		948360	39	12/05/92	12/05/02
USA	DOLLAR RENT-A-CAR SYSTEMS key design	A	10/11/77		1075215	39		10/11/97
USA	DOLLAR RENT-A-CAR SYSTEMS key design	A	12/23/80		1144524	39		12/23/00
USA	DOLLAR RENT-A-CAR key design	B	08/17/82		1205730	39		08/17/02
USA	DOLLAR RENT-A-CAR SYSTEMS		11/08/83		1257123	39		11/08/03
USA	DOLLAR		06/14/88		1492628	39		06/14/08
USA	DOLLAR stylized	C	06/21/88		1493576	39		06/21/08
USA	DOLLAR design color	D	04/27/93		1768245	39		04/27/03
USA	DOLLAR design black and white	D	07/13/93		1782238	39		07/13/03
USA	DOLLAR		03/08/94		1825518	39		03/08/04
USA	DOLLAR design color	D	03/15/94		1826644	39		03/15/04
USA	DOLLAR		06/27/96	75/126035		42		
USA	DOLLAR design color	D	06/27/96	75/126242		42		
USA	DOLLAR design black and white	D	06/27/96	75/126237		42		
USA	DOLLAR RENT A CAR		06/12/96	75/148667	2,110,109	39	10/28/07	
USA	DOLLAR RENT A CAR design color (bus)		07/15/97		2,079,330	39		07/15/07
USA	RIGHT ON THE AIRPORT RIGHT ON THE MONEY		02/22/94		1823354	39		02/22/04
USA	DOLLAR TOURS		06/11/96		1979995	39		06/11/06
USA	QUICK KEYS		07/30/96		1989455	39		07/30/06
USA	RESERVATION SYSTEM design black and white		07/30/96		1989443	39		07/30/06
USA	QUICK KEYS AUTOMATED COMPUTER		08/20/96		1994384	39		08/20/06
USA	RESERVATION SYSTEM design color		12/17/96		2024146	39		12/17/06
USA	DOLLAR MAKES SENSE		12/17/96		2023133	39		12/17/06
USA	GREAT DRIVES		06/18/96	75/120716		35		
USA	THE CORPORATE FREEWAY		12/06/96	75/209263		39		
USA	SENSIBLE RATES		12/06/96	75/209644		39		
USA	SILVER DOLLAR CLUB		12/06/96	75/209226		39		
USA	FASTLANE		06/10/97	75/305920		39		
USA	THE DOLLAR DIFFERENCE							

Item B

None

Dollar Rent A Car Systems, Inc.

209024457

Check Number 000567352

042762

Date	Invoice No.	Voucher No.	Description	Amount
15/98	011698	CHARL50193	TRADEMARKS/SECURITY	715.00
			(Signature of person mailing paper or fee) <i>[Signature]</i>	
			(Typed or printed name of person mailing paper or fee) <i>[Name]</i>	715.00

Attach and retain this statement.

The attached check is in payment of items described above.  
 If not correct please notify us promptly. No receipt desired.  
 Dollar Rent A Car Systems, Inc. 0497M10  
 Commissioner of Patents and Trademarks, Washington  
 on the date indicated above and is addressed to the  
 Mail Post Office to Address' service under 37 CFR 1.10  
 deposited with the United States Postal Service Express  
 Dollar Rent A Car Systems, Inc. Bank and Trust Company  
 P.O. Box 33167  
 Tulsa, Oklahoma 74153-1167

715.00

567352



Date	Check Number
01/20/98	000567352

This Amount

Amount Of Check
*****715.00

\*\*\*\*\*SEVEN HUNDRED FIFTEEN AND 00/100\*\*\*\*\*

The Order Of:  
\*

COMMISSIONER OF PATENTS  
 AND TRADEMARKS  
 320 S. BOSTON AVE, STE400  
 TULSA, OK 74103-3708  
 XHALL, ESTILL, HARDWICK, G

Manual signature required for amounts over \$10,000.00

*[Signature]*  
 Authorized Signature  
*[Signature]*  
 Authorized Signature

⑈567352⑈ ⑆103110907⑆ 209024457⑈



Is your RETURN ADDRESS completed on the reverse side?

**SENDER:**

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1.  Addressee's Address
- 2.  Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

4a. Article Number

EI98885388US

4b. Service Type

- Registered  Certified
- Express Mail  Insured
- Return Receipt for Merchandise  COD

7. Date of Delivery

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)

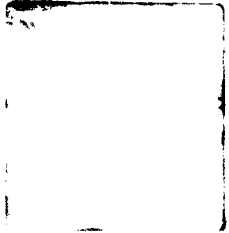
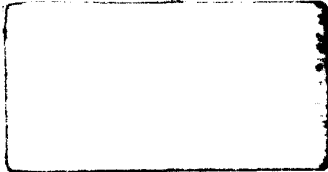
X

8. Addressee's Address (Only if requested and fee is paid)

Thank you for using Return Receipt Service.

PS Form 3811, December 1994

Domestic Return Receipt





UNITED STATES POSTAL SERVICE

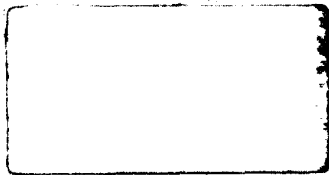


First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Print your name, address, and ZIP Code in this box •

M Krotzer  
Debevoise & Plimpton  
875 Third Avenue  
New York, NY 10022

*Dollar Rent a car - Trademark Agent.*





UNITED STATES POSTAL SERVICE™

# POST OFFICE TO ADDRESSEE E1988885388US

### ORIGIN (POSTAL USE ONLY)

PO ZIP Code	Day of Delivery	Flat Rate Envelope
	<input type="checkbox"/> Next <input type="checkbox"/> Second	<input type="checkbox"/>
Date In		Postage
Mo. Day Year	<input type="checkbox"/> 12 Noon <input type="checkbox"/> 3 PM	\$
Time In	<input type="checkbox"/> Morning <input type="checkbox"/> Afternoon	Postnet Barcode
<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> 1st Day <input type="checkbox"/> 2nd Day	E.O.D.
Weight	Int'l Alpha Country Code	
lb oz		
No Delivery <input type="checkbox"/> Weekend <input type="checkbox"/> Holiday	Acceptance Clerk Initials	Total Postage & Fees
		\$

### DELIVERY (POSTAL USE ONLY)

Delivery Attempt	Time	Employee Signature
Mo. Day	<input type="checkbox"/> AM <input type="checkbox"/> PM	
Delivery Attempt	Time	Employee Signature
Mo. Day	<input type="checkbox"/> AM <input type="checkbox"/> PM	
Date of Delivery	Time	Employee Signature
Mo. Day	<input type="checkbox"/> AM <input type="checkbox"/> PM	
Signature of Addressee or Agent		
X		
Name - Please Print		
X		

### CUSTOMER USE ONLY

**METHOD OF PAYMENT:**

Express Mail Corporate Acct. No. \_\_\_\_\_

Postnet Barcode \_\_\_\_\_

Postage \_\_\_\_\_

Total Postage & Fees \$ \_\_\_\_\_

**NO DELIVERY**  Weekend  Holiday

**WAVIVER OF SIGNATURE (Domestic Only):** I wish delivery to be made without obtaining signature of addressee or addressee's agent (if delivery employee judges that article can be left in secure location) and I authorize that delivery employee's signature constitutes valid proof of delivery.

Customer Signature \_\_\_\_\_

**FROM:** (PLEASE PRINT) PHONE (212) 909-1063

S. Klein  
Debevoise & Plimpton  
875 Third Avenue  
New York, NY 10022  
15725-1057

**TO:** (PLEASE PRINT) PHONE \_\_\_\_\_

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

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RM PTO-1594  
v. 6-83)

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02-23-1998

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Patent and Trademark Office

FEB 06 1998

IB No. 0851-0011 (exp. 6/94)

Tab settings



100639847

RECEIPT ACCOUNTING DIV.  
Red original documents or copy thereof.

To the Honorable Commissioner of Patent

1. Name of conveying party(ies): MRD 2/6/98  
Dollar Rent A Car Systems, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State - Oklahoma
- Other

Additional name(s) of conveying party(ies) attached?  Yes  No

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- Change of Name

Execution Date: December 23, 1997

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If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

Application number(s) or patent number(s):

A. Trademark Application No.(s)

See attached Schedule I

B. Trademark Registration No.(s)

See attached Schedule I

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Stephen Baum

Internal Address: Debevoise & Plimpton

Street Address: 875 Third Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 28

7. Total fee (37 CFR 3.41).....\$ 715

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

FC:481 40.00 OP  
FC:482 675.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Sarissa Klein  
Name of Person Signing

Sarissa Klein  
Signature

February 5, 1998  
Date

Total number of pages including cover sheet, attachments, and document: 10

REEL: 1761 FRAME: 0511

Schedule I

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USA	DOLLAR		03/08/94		1825518	39		03/08/04
USA	DOLLAR design color	D	03/15/94		1826644	39		03/15/04
USA	DOLLAR		06/27/96	75/126035		42		
USA	DOLLAR design color	D	06/27/96	75/126342		42		
USA	DOLLAR design black and white	D	06/27/96	75/126217		42		
USA	DOLLAR RENT A CAR		06/12/96	75/148667	2 110 109	35	10/28/07	
USA	DOLLAR RENT A CAR design color (bus)		07/15/97		2079 330	39		07/15/07
USA	RIGHT ON THE AIRPORT RIGHT ON THE MONY		02/22/94		1823254	39		02/22/04
USA	DOLLAR TOURS		06/11/96		1979995	39		06/11/06
USA	QUICK KEYS		07/30/96		1989455	39		07/30/06
USA	QUICK KEYS AUTOMATED COMPUTER RE-SERVATION SYSTEM design black and white		07/30/96		1989443	39		07/30/06
USA	QUICK KEYS AUTOMATED COMPUTER RE-SERVATION SYSTEM design color		08/20/96		1994384	39		08/20/06
USA	DOLLAR MAKES SENSE		12/17/96		2024146	39		12/17/06
USA	GREAT DRIVES		12/17/96		2023133	39		12/17/06
USA	THE CORPORATE FREEWAY		06/18/96	75/120716		35		
USA	SENSIBLE RATES		12/06/96	75/209263		39		
USA	SILVER DOLLAR CLUB		12/06/96	75/209644		39		
USA	FASTLANE		12/06/96	75/209726		39		
USA	THE DOLLAR DIFFERENCE		06/10/97	75/309920		39		

NOTICE: THE ENFORCEMENT OF REMEDIES HEREUNDER ARE SUBJECT TO THE TERMS OF A CERTAIN INTERCREDITOR AGREEMENT, DATED AS OF DECEMBER 23, 1997, AMONG CREDIT SUISSE FIRST BOSTON, AS ADMINISTRATIVE AGENT, CHRYSLER CORPORATION AND CREDIT SUISSE FIRST BOSTON AS COLLATERAL AGENT

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 23, 1997, is made between , DOLLAR RENT A CAR SYSTEMS, INC., an Oklahoma corporation (the "Grantor"), and CHRYSLER CORPORATION, a Delaware corporation ("Chrysler").

W I T N E S S E T H :

WHEREAS, pursuant to the Limited Guarantee and Reimbursement Agreement, dated as of December 23, 1997, between Chrysler and Bankers Trust Company, a New York banking corporation, not in its individual capacity but solely as master collateral agent under the Amended and Restated Master Collateral Agency Agreement (the "Master Collateral Agent"), Chrysler has agreed to indemnify the Master Collateral Agent, RCFC and the Noteholders (as defined therein) for any liabilities arising out of the failure of (i) the Master Collateral Agent to be noted as the holder of a first lien on the certificate of title for any vehicle in the Existing Fleet (as defined therein), and (ii) RCFC to be listed as owner, on the certificate of title for any vehicle in the Existing Fleet;

WHEREAS, pursuant to the Support Letter of Credit and Reimbursement Agreement, dated as of December 23, 1997 (as amended, supplemented, amended and restated or otherwise modified from time to time (the "Credit Support Agreement"), among Chrysler, DTAG, Dollar and Thrifty, Chrysler has agreed to provide letters of credit in an amount of up to \$50,000,000 in connection with certain obligations of the Grantors;

WHEREAS, as a condition precedent to the execution of the Credit Support Agreement, each Grantor is required to execute and deliver this Chrysler Security Agreement;

WHEREAS, pursuant to the Intercreditor Agreement, dated as of December 23, 1997, among Credit Suisse First Boston, as Collateral Agent (the "Collateral Agent"), the Administrative Agent and Chrysler, Chrysler and the Secured Parties and the Administrative Agent (as defined in the Credit Agreement, dated as of December 23, 1997 (as amended, supplemented, amended and restated or otherwise modified from time to time), (the "Credit Agreement"), among the Borrower Grantors, the various financial institutions as are, or may from time to time become, parties thereto, The Chase Manhattan Bank, as the syndication agent and Credit Suisse First Boston, as administrative agent, the ("Administrative Agent")) have set out the relative priority of their respective rights in and liens against the assets and certain other rights, priorities and interests of the Grantors as among themselves;

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

WHEREAS, it is in the best interests of each Grantor to execute this Chrysler Security Agreement inasmuch as such Grantor will derive substantial direct and indirect benefits from the (a) Chrysler's guaranty obligations pursuant to the Limited Guarantee and Reimbursement Agreement and (b) Chrysler Support Letters of Credit (as defined in the Credit Support Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Chrysler (a) the enter into the Limited Guarantee and Reimbursement Agreement and (b) to provide Chrysler Support Letters of Credit pursuant to the Credit Support Agreement, each Grantor agrees, for the benefit of Chrysler, as follows:

SECTION (a) 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 incorporated by reference) in the Chrysler Security Agreement.

SECTION (b) Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to Chrysler, and grant to Chrysler a security interest in, for its benefit, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a “Trademark”), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 attached hereto;

(ii) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 attached hereto;

(iii) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(iv) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(v) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

SECTION (c) Chrysler Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of Chrysler in the 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 Chrysler under the Chrysler Security Agreement. The Chrysler Security Agreement (and all rights and remedies of Chrysler thereunder) shall remain in full force and effect in accordance with its terms.

SECTION (d) Release of Security Interest. Upon payment in full in cash of all Secured Obligations and the termination or expiration of (i) all letters of credit issued by Chrysler pursuant to the Credit Support Agreement, and (ii) all other obligations of Chrysler under the Limited Guarantee and Reimbursement Agreement and the Credit Support Agreement, Chrysler 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 Trademark Collateral which has been granted hereunder.

SECTION (e) Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Chrysler with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Chrysler Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION (f) Chrysler Document, etc. This Agreement is a Chrysler Document executed pursuant to the Credit Support Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the other Chrysler Documents.


SECTION (g) 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.

SECTION (h) Intercreditor Agreement. So long as the Grantors have any obligations outstanding under the Credit Agreement and there are any remaining Commitments outstanding thereunder, Chrysler's rights under this Chrysler Security Agreement are subject to the terms and conditions of the Intercreditor Agreement (including the right of the Administrative Agent or the Collateral Agent to hold the Collateral and to exercise remedies hereunder and thereunder).

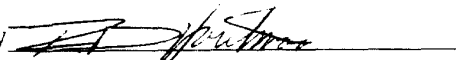


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DOLLAR RENT A CAR SYSTEMS, INC.

By   
Name: Steven B. Hildebrand  
Title: UCCP President

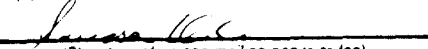
CHRYSLER CORPORATION

By   
Name: Richard D. Hartman  
Title: Assistant Secretary

"Express Mail" mailing label No. ET 988886388 US  
Date of Deposit February 5, 1998

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231.

Sarissa Klein  
(Typed or printed name of person mailing paper or fee)

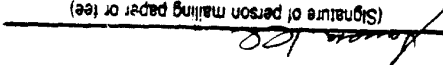
  
(Signature of person mailing paper or fee)

Item A

COUNTRY	TRADEMARK	DESIGN	DATE	APPLICATION NUMBER	REGISTRATION NUMBER	CLASS	RENEWED	EXPIRATION
USA	DOLLAR		12/05/72		948360	39	12/05/92	12/05/02
USA	DOLLAR RENT-A-CAR SYSTEMS key design	A	10/11/77		1075215	39		10/11/97
USA	DOLLAR RENT-A-CAR SYSTEMS key design	A	12/23/80		1144524	39		12/23/00
USA	DOLLAR RENT-A-CAR key design	B	08/17/82		1205730	39		08/17/02
USA	DOLLAR RENT-A-CAR SYSTEMS		11/08/83		1257123	39		11/08/03
USA	DOLLAR		06/14/88		1492628	39		06/14/08
USA	DOLLAR stylized	C	06/21/88		1493576	39		06/21/08
USA	DOLLAR design color	D	04/21/93		1768245	39		04/21/03
USA	DOLLAR design black and white	D	07/13/93		1782238	39		07/13/03
USA	DOLLAR		03/08/94		1825518	39		03/08/04
USA	DOLLAR design color	D	03/15/94		1826644	39		03/15/04
USA	DOLLAR		06/27/96	75/126035		42		
USA	DOLLAR design color	D	06/27/96	75/136242		42		
USA	DOLLAR design black and white	D	06/27/96	75/126237		42		
USA	DOLLAR RENT A CAR		06/12/96	75/148667	2, 110, 109	39	10/28/07	
USA	DOLLAR RENT A CAR design color (bus)		07/15/97		2,079,330	39		07/15/07
USA	RIGHT ON THE AIRPORT RIGHT ON THE MONEY		02/22/94		1823254	39		02/22/04
USA	DOLLAR TOURS		06/11/96		1979995	39		06/11/06
USA	QUICK KEYS		07/30/96		1989455	39		07/30/06
USA	QUICK KEYS AUTOMATED COMPUTER RESERVATION SYSTEM design black and white		07/30/96		1989443	39		07/30/06
USA	QUICK KEYS AUTOMATED COMPUTER RESERVATION SYSTEM design color		08/20/96		1994384	39		08/20/06
USA	DOLLAR MAKES SENSE		12/11/96		2024146	39		12/11/06
USA	GREAT DRIVES		12/17/96		2023113	39		12/17/06
USA	THE CORPORATE FREEWAY		06/18/96	75/120716		35		
USA	SENSIBLE RATES		12/06/96	75/209263		39		
USA	SILVER DOLLAR CLUB		12/06/96	75/209644		39		
USA	FASTLANE		12/06/96	75/209226		39		
USA	THE DOLLAR DIFFERENCE		06/10/97	75/305920		39		

Item B

None

Item	Invoice No.	Voucher No.	Description	Amount
5798	011698	CHARL50193	TRADEMARKS/SECURITY	715.00
(Signature of person mailing paper or fee)  (Typed or printed name of person mailing paper or fee) <u>Charles Klein</u>				715.00

Keep and retain this statement.

The attached check is in payment of items described above. If not correct please notify us promptly. No receipt desired.



Dollar Rent A Car Systems, Inc. 0497M10  
 Commissioner of Patents and Trademarks, Washington  
 on the date indicated above and is addressed to the  
 Mail Post Office to Address service under 37 CFR 1.10  
 deposited with the United States Postal Service Express  
 delivery center that this paper or fee is  
 Security Bank and Trust Company  
 Tulsa, Oklahoma 74153-1167

567352

Date	Check Number
01/20/98	000567352

Amount


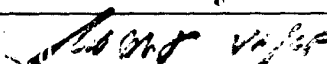
Amount Of Check
*****715.00

\*\*\*\*\*SEVEN HUNDRED FIFTEEN AND 00/100\*\*\*\*\*

Order Of:  
\*

COMMISSIONER OF PATENTS  
 AND TRADEMARKS  
 320 S. BOSTON AVE, STE 400  
 TULSA, OK 74103-3708  
 XHALL, ESTILL, HARDWICK, G

Manual signature required for amounts over \$10,000.00

  
 \_\_\_\_\_  
 Authorized Signature  
  
 \_\_\_\_\_  
 Authorized Signature



⑈567352⑈ ⑆103110907⑆ 209024457⑈

Is your RETURN ADDRESS completed on the reverse side?

**SENDER:**

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1.  Addressee's Address
- 2.  Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Commissioner of Patents and  
Trademarks  
Box Assignments  
Washington, D.C. 20231

4a. Article Number  
EI988885388US

4b. Service Type

<input type="checkbox"/> Registered	<input type="checkbox"/> Certified
<input type="checkbox"/> Express Mail	<input type="checkbox"/> Insured
<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> COD

7. Date of Delivery

5. Received By: (Print Name)

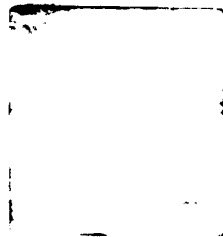
8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)  
**X**

Thank you for using Return Receipt Service.

PS Form 3811, December 1994

Domestic Return Receipt



UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Print your name, address, and ZIP Code in this box •

M Krotzer  
Debevoise & Plimpton  
875 Third Avenue  
New York, NY 10022

*Dollar Rent a car - Trademark Agent.*



TRADEMARK  
REEL: 1761 FRAME: 0522



UNITED STATES POSTAL SERVICE™

# POST OFFICE TO ADDRESSEE EI98885388US

### ORIGIN (POSTAL USE ONLY)

PO ZIP Code	Day of Delivery <input type="checkbox"/> Next <input type="checkbox"/> Second	Flat Rate Envelope <input type="checkbox"/>
Date In Mo. Day Year	<input type="checkbox"/> 12 Noon <input type="checkbox"/> 3 PM	Postage \$
Time In <input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> 1st Day <input type="checkbox"/> 2nd Day	Weight Lb. Oz.
<input type="checkbox"/> Int'l Alpha Country Code	Acceptance Clerk Initials	Total Postage & Fees \$

### DELIVERY (POSTAL USE ONLY)

Delivery Attempt	Time	Employee Signature
Mo. Day	<input type="checkbox"/> AM <input type="checkbox"/> PM	
Delivery Attempt	Time	Employee Signature
Mo. Day	<input type="checkbox"/> AM <input type="checkbox"/> PM	
Date of Delivery	Time	Employee Signature
Mo. Day	<input type="checkbox"/> AM <input type="checkbox"/> PM	
Signature of Addressee or Agent		
Name - Please Print		

### CUSTOMER USE ONLY

**WAVER OF SIGNATURE** (Domestic Only). I wish delivery to be made without obtaining signature of addressee or addressee's agent. (If delivery employee judges that article can be left in secure location) and I authorize that delivery employee's signature constitutes valid proof of delivery.

**NO DELIVERY**  Weekend  Holiday

Customer Signature \_\_\_\_\_

**FROM:** (PLEASE PRINT) **PHONE:** (212) 909-1063

S. Klein  
Debevoise & Plimpton  
875 Third Avenue  
New York, NY 10022  
15725-1057

**TO:** (PLEASE PRINT) **PHONE:**

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

**PRESS HARD.** You are making 3 copies. **FOR PICKUP OR TRACKING CALL 1-800-222-1811**



Label 11-B October 1995



Mailing Label