

Corr. MKO 7-29-98

FORM PTO-1584
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

07-31-1998



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings = = = ▼

To the Honorable Commissioner 100781757

is attached original documents or copy thereof

1. Name of conveying party(ies):
Thrifty Rent-A-Car System, Inc.

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

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

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) 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: 1689/0237

Execution Date: December 23, 1997

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,323,946- needs to be changed

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: 1

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 B
Signature

7/2/98

Total number of pages including cover sheet, attachments, and document: 35

REEL: 1761 FRAME: 0652

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

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RECEIVED
U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
FEB 06 1998
RECEIPT ACCOUNTING

To the Honorable Commissioner of Patents

original documents or copy thereof.

Name of conveying party(ies): MRP 2/6/98

Thrifty Rent-A-Car System, Inc.

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

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

Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Effective Date: December 23, 1997

2. Name and address of receiving party(ies)

Name: Chrysler Corporation

Internal Address: _____

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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

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

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: _____

38

7. Total fee (37 CFR 3.41).....\$ 965

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

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

1770 JENBAZ 0000097 7465071
481 44.00 OP
482 925.00 OP

DO NOT USE THIS SPACE

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

[Signature]
Signature

February 5 1998
Date

Total number of pages including cover sheet, attachments, and documents: _____

TRADEMARK

Schedule B

<u>Country</u>	<u>Mark</u>	<u>Registration Number and Issue Date (Application Number and filing date, for pending applications)</u>
United States	1-800-FOR CARS	1323946, 3/5/85
United States	1-888-FOR CARS	74/650751 3/23/95 (pending)
United States	BEST OF ALL, IT'S THRIFTY	75/086497 4/11/96 (pending)
United States	BLUE CHIP EXPRESS RENTAL PROGRAM	10/20/97 (pending) 75/376,105
United States	BLUE CHIP logo	75/245413 2/21/97 (pending)
United States	BLUE PRIDE	75/086864 4/10/96 (pending)
United States	DRIVEWISE	75/251882, 3/4/97
United States	FASTCLASS	927924, 1/25/72
United States	FEEL THE QUALITY. ENJOY THE SAVINGS & DESIGN	1280948, 6/5/84
United States	HISTORICALLY KNOWN FOR LOW RATES	2,076,242 7/1/97
United States	MISS THRIFTY	840196, 12/5/67
United States	NEIGHBORS TOGETHER & DESIGN	2,062,058, 5/13/97
United States	TARC & Design	1710453, 8/25/92
United States	TARTAN	1188114, 1/26/82
United States	THE COLOR BLUE	75/193,074, 10/31/96 (pending)
United States	THE NO SMOKING CAR	1323946, 3/5/85
United States	THE SMOKER'S CAR	1388689, 4/1/86
United States	THRIFTY (38)	75/163690, 9/10/96 (pending)
United States	THRIFTY (42)	75/163475, 9/10/96 (pending)
United States	THRIFTY (42)	75/123375, 6/21/96 (pending)
United States	THRIFTY (39)	880666, 11/11/69
United States	THRIFTY (39)	986155, 6/11/74
United States	THRIFTY (39)	816350, 10/4/66
United States	THRIFTY & Design	1570141, 12/5/89
United States	THRIFTY & Design	1570142, 12/5/89
United States	THRIFTY & Design	1570143, 12/5/89
United States	THRIFTY Elongate Blue	75/015380, 11/6/95 (pending)
United States	THRIFTY CAR RENTAL & Design	1566277, 11/14/89
United States	THRIFTY CAR RENTAL & Design	1570144, 12/5/89
United States	THRIFTY CAR RENTAL & Design	1572308, 12/19/89

<u>Country</u>	<u>Mark</u>	<u>Registration Number and Issue Date (Application Number and filing date, for pending applications)</u>
United States	THRIFTY RENT A CAR & Design	1000816, 12/31/74
United States	THRIFTY RENT-A-CAR INTERNATIONAL & Design	988081, 7/9/74
United States	THRIFTY RENT-A-CAR SYSTEM & Design	774288, 7/28/64
United States	TOGETHER NEIGHBORS CAN PERFORM MIRACLES	2,100,043, 9/23/97
United States	TRAC	1267387, 2/14/84
United States	TRUE BLUE PRIDE	75/257739, 3/14/97 (pending)
United States	WINGS AND WHEELS	1341511, 6/11/85
United States	JET ON-LINE	1734743, 11/24/92

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 THRIFTY RENT-A-CAR SYSTEM, INC., an Oklahoma corporation (the "Grantor"), and CHRYSLER CORPORATION, a Delaware corporation ("Chrysler").

WITNESSETH:

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

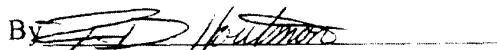
SECTION (h) Intercreditor Agreement. So long as the Grantors have any obligations outstanding under the Credit Agreement and there are any remaining Commitments outstanding thereunder, Chrysler's rights under this Chrysler Security Agreement are subject to the terms and conditions of the Intercreditor 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.

THRIFTY RENT-A-CAR SYSTEM, INC.

By 
Name: Steven B. Hildbrand
Title: Vice President

CHRYSLER CORPORATION

By 
Name: Richard D. Hatman
Title: Assistant Secretary

"Express Mail" mailing label No. EI988885391US

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

<u>Country</u>	<u>Mark</u>	<u>Registration Number and Issue Date (Application Number and filing date, for pending applications)</u>
United States	1-800-FOR CARS	1323946, 3/5/85
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United States	THRIFTY CAR RENTAL & Design	1566277, 11/14/89
United States	THRIFTY CAR RENTAL & Design	1570144, 12/5/89
United States	THRIFTY CAR RENTAL & Design	1572308, 12/19/89

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United States	THRIFTY RENT-A-CAR SYSTEM & Design	774288, 7/28/64
United States	TOGETHER NEIGHBORS CAN PERFORM MIRACLES	2,100,043, 9/23/97
United States	TRAC	1267387, 2/14/84
United States	TRUE BLUE PRIDE	75/257739, 3/14/97 (pending)
United States	WINGS AND WHEELS	1341511, 6/11/85
United States	ZT ON-LINE	1734743, 11/24/92

Item B

None

DEBEVOISE & PLIMPTON

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

TELECOPIER: (212) 909-6836

555 13TH STREET, N.W.
WASHINGTON, DC 20004
TELEPHONE: (202) 383-8000
TELECOPIER: (202) 383-8118

21 AVENUE GEORGE V
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
TELEPHONE: (44-171) 329 0779
TELECOPIER: (44-171) 329 0860

13/F ENTERTAINMENT BUILDING
30 QUEEN'S ROAD CENTRAL
HONG KONG
TELEPHONE: (852) 2810 7918
TELECOPIER: (852) 2810 9828

1065 BUDAPEST
REVAY KOZ 2 III / 1
TELEPHONE: (36-1) 131 0845
TELECOPIER: (36-1) 332 7995

BARRY R. BRYAN
GEORGE B. ADAMS
LOUIS BEGLEY
DAVID Y. SMALLLEY
JUDAH BEST
ROBERT L. KING
BEVIS LONGSTRETH
STEPHEN J. FRIEDMAN
MEREDITH M. BROWN
BRUCE D. HAIMS
STANDISH FORDE MEDINA, JR.
EDWARD A. PERELL
THEODORE A. KURZ
HUGH ROWLAND, JR.
ROBERT J. GIBBONS
BARBARA PAUL ROBINSON
JONATHAN A. SMALL
PAUL H. WILSON, JR.
WOLCOTT B. DUNHAM, JR.
JEFFREY S. WOOD
STEVEN M. ALDEN
JOHN H. HALL
RALPH C. FERRARA
JAMES A. KIERNAN III
ROBERT R. BRUCE*
ARTHUR L. MARRIOTT*
HANS BERTRAM-NOTHNAGEL
MARTIN FREDERIC EVANS
STEVEN R. GROSS
ROGER E. PODESTA
WODROW W. CAMPBELL, JR.
MARCUS H. STROCK
RALPH R. ARDITI
DAVID A. DUFF
LOREN KIEVE
BRUCE G. MERRITT
ALAN H. PALEY

ROBERT J. CUBITTO
ERIC D. ROITER
ROBERT N. SHWARTZ
ROBERT J. STAFFARONI
DARIUS TENCZA
JOHN M. ALLEN, JR.
FRANCI J. BLASSBERG
JOHN B. BRADY, JR.
STEVEN KLUGMAN
RICHARD D. BOHM
PETER L. BOROWITZ
BARRY MILLS
DEBORAH F. STILES
ANDREW N. BERG
MARCIA L. MAC HARG
STEVEN OSTNER
ROBERT F. QUAINANCE, JR.
MICHAEL E. WILES
DANIEL M. ABUHOFF
BRUCE P. KELLER
JOHN S. KIERNAN
DAVID W. RIVKIN
BURT ROSEN
CHRISTOPHER SMEALL
WILLIAM B. BEEKMAN
MICHAEL W. BLAIR
JEFFREY P. CUNARD
JOHN T. CURRY, III
SETH L. ROSEN
EDWIN G. SCHALLERT
LAWRENCE K. CAGNEY
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DONALD FRANCIS DONOVAN
GARY M. FRIEDMAN
RICHARD F. HAHN
LORNA G. SCHOFIELD
ANDREW L. SOMMER

DAVID A. BRITTENHAM
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GEORGE E. B. MAGUIRE
PETER SCHWARTZ
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ELIZABETH PAGEL SEREBRANSKY
KATHERINE ASHTON
GREGORY V. GOODING
MICHAEL F. HARRELL
ANTOINE F. KIRRY
LORIN L. REISNER
JAMES C. SCOVILLE
COLBY A. SMITH
MARK P. GOODMAN

ELI WHITNEY DEBEVOISE
1899-1990

FRANCIS T.P. PLIMPTON
1900-1983

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

*NOT ADMITTED IN NEW YORK

July 28, 1998

BY EXPRESS MAIL

Ms. Pearlene Foster
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. Foster:

We received from your office the enclosed Notice of Recordation of Assignment relating to various trademarks. In reviewing the notice, we found that we had made the following error which needs to be corrected:

(i) The trademark "1-800-FOR-CARS", reg. no. is 1,974,685 not 1,323,946 as we had originally submitted.

We have included a copy of the Notice of Recordation with the correction marked in pen, the original Notice of Recordation, a schedule of assigned trademarks, a new cover sheet, and a check for \$40.00 for processing the correction.

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

TRADEMARK
REEL: 1761 FRAME: 0664

Pearlene Foster

2

July 28, 1998

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. 30400271405
Date of Deposit July 28, 1998
I hereby certify that this paper or tape is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 39 CFR 110 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20251.
Andrea Knauer
(Typed or printed name of person mailing paper or tape)
[Signature]
(Signature of person mailing paper or tape)



15725-10007
 Trademark Files -
UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
 ASSISTANT SECRETARY AND COMMISSIONER OF PATENTS AND TRADEMARKS
 Washington, D.C. 20231
Recordation
gy

APRIL 13, 1998

PTAS

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



100639846A

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: 1689/0237
 NUMBER OF PAGES: 11

BRIEF: SECURITY AGREEMENT

ASSIGNOR:

THRIFTY RENT-A-CAR SYSTEM, 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: 74650751
 REGISTRATION NUMBER.

FILING DATE: 03/23/1995
 ISSUE DATE.

MARK: 1-888-FOR-CARS

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

APPLICATION NUMBER: 75086497
 REGISTRATION NUMBER: 2126195

FILING DATE: 04/10/1996
 ISSUE DATE: 12/30/1997

MARK: BEST OF ALL, IT'S THRIFTY

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

TRADEMARK
 REEL: 1761 FRAME: 0666

1689/0237 PAGE 2

APPLICATION NUMBER: 75376105
REGISTRATION NUMBER:

FILING DATE: 10/20/1997
ISSUE DATE:

MARK: BLUE CHIP EXPRESS RENTAL PROGRAM
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75245413
REGISTRATION NUMBER:

FILING DATE: 02/21/1997
ISSUE DATE:

MARK: BLUE CHIP
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 75086864
REGISTRATION NUMBER:

FILING DATE: 04/11/1996
ISSUE DATE:

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

APPLICATION NUMBER: 75251882
REGISTRATION NUMBER:

FILING DATE: 03/04/1997
ISSUE DATE:

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

APPLICATION NUMBER: 75193074
REGISTRATION NUMBER:

FILING DATE: 10/31/1996
ISSUE DATE:

MARK:
DRAWING TYPE: MISCELLANEOUS DESIGN

APPLICATION NUMBER: 75163690
REGISTRATION NUMBER:

FILING DATE: 09/10/1996
ISSUE DATE:

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

APPLICATION NUMBER: 75163475
REGISTRATION NUMBER:

FILING DATE: 09/10/1996
ISSUE DATE:

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

APPLICATION NUMBER: 75123375
REGISTRATION NUMBER:

FILING DATE: 06/21/1996
ISSUE DATE:

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

APPLICATION NUMBER: 75015380
REGISTRATION NUMBER:

FILING DATE: 11/06/1995
ISSUE DATE:

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

APPLICATION NUMBER: 75257739
REGISTRATION NUMBER:

FILING DATE: 03/14/1997
ISSUE DATE:

MARK: TRUE BLUE PRIDE

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

APPLICATION NUMBER: 72354984
REGISTRATION NUMBER: 0927924

FILING DATE: 03/24/1970
ISSUE DATE: 01/25/1972

MARK: FASTCLASS

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

APPLICATION NUMBER: 73420412
REGISTRATION NUMBER: 1280948

FILING DATE: 04/06/1983
ISSUE DATE: 06/05/1984

MARK: FEEL THE QUALITY. ENJOY THE SAVINGS.

DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 74710966
REGISTRATION NUMBER: 2076242

FILING DATE: 08/04/1995
ISSUE DATE: 07/01/1997

MARK: HISTORICALLY KNOWN FOR LOW RATES

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

APPLICATION NUMBER: 72228759
REGISTRATION NUMBER: 0840196

FILING DATE: 09/27/1965
ISSUE DATE: 12/05/1967

MARK: MISS THRIFTY

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

APPLICATION NUMBER: 74695306
REGISTRATION NUMBER: 2062058

FILING DATE: 06/29/1995
ISSUE DATE: 05/13/1997

MARK: NEIGHBORS TOGETHER

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 74200343
REGISTRATION NUMBER: 1710453

FILING DATE: 09/03/1991
ISSUE DATE: 08/25/1992

MARK: TARC

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 73273645
REGISTRATION NUMBER: 1188114

FILING DATE: 08/11/1980
ISSUE DATE: 01/26/1982

MARK: TARTAN

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

APPLICATION NUMBER: 73404680
REGISTRATION NUMBER: 1323946

FILING DATE: 12/03/1982
ISSUE DATE: 03/05/1985

MARK: THE NO SMOKING CAR

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

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APPLICATION NUMBER: 73434269
REGISTRATION NUMBER: 1388689

FILING DATE: 07/12/1983
ISSUE DATE: 04/01/1986

MARK: THE SMOKER'S CAR
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 72315114
REGISTRATION NUMBER: 0880666

FILING DATE: 12/23/1968
ISSUE DATE: 11/11/1969

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

APPLICATION NUMBER: 72430414
REGISTRATION NUMBER: 0986155

FILING DATE: 07/20/1972
ISSUE DATE: 06/11/1974

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

APPLICATION NUMBER: 72228758
REGISTRATION NUMBER: 0816350

FILING DATE: 09/27/1965
ISSUE DATE: 10/04/1966

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

APPLICATION NUMBER: 73629574
REGISTRATION NUMBER: 1570141

FILING DATE: 11/10/1986
ISSUE DATE: 12/05/1989

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

APPLICATION NUMBER: 73629577
REGISTRATION NUMBER: 1570142

FILING DATE: 11/10/1986
ISSUE DATE: 12/05/1989

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

APPLICATION NUMBER: 73629578
REGISTRATION NUMBER: 1570143

FILING DATE: 11/10/1986
ISSUE DATE: 12/05/1989

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

APPLICATION NUMBER: 73629580
REGISTRATION NUMBER: 1566277

FILING DATE: 11/10/1986
ISSUE DATE: 11/14/1989

MARK: THRIFTY CAR RENTAL
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 73629581
REGISTRATION NUMBER: 1570144

FILING DATE: 11/10/1986
ISSUE DATE: 12/05/1989

MARK: THRIFTY CAR RENTAL
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 73629579
REGISTRATION NUMBER: 1572308

FILING DATE: 11/10/1986
ISSUE DATE: 12/19/1989

MARK: THRIFTY CAR RENTAL
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 72428557
REGISTRATION NUMBER: 1000816

FILING DATE: 06/28/1972
ISSUE DATE: 12/31/1974

MARK: THRIFTY RENT-A-CAR
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 72430542
REGISTRATION NUMBER: 0988081

FILING DATE: 07/21/1972
ISSUE DATE: 07/09/1974

MARK: THRIFTY RENT-A-CAR INTERNATIONAL
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 72150207
REGISTRATION NUMBER: 0774288

FILING DATE: 07/30/1962
ISSUE DATE: 07/28/1964

MARK: THRIFTY RENT-A-CAR SYSTEM
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 75001036
REGISTRATION NUMBER: 2100043

FILING DATE: 10/03/1995
ISSUE DATE: 09/23/1997

MARK: TOGETHER, NEIGHBORS CAN PERFORM MIRACLES
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73402347
REGISTRATION NUMBER: 1267387

FILING DATE: 11/12/1982
ISSUE DATE: 02/14/1984

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

APPLICATION NUMBER: 73426023
REGISTRATION NUMBER: 1341511

FILING DATE: 05/16/1983
ISSUE DATE: 06/11/1985

MARK: WINGS & WHEELS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74183074
REGISTRATION NUMBER: 1734743

FILING DATE: 07/08/1991
ISSUE DATE: 11/24/1992

MARK: ZT ON-LINE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

1689/0237 PAGE 6

PEARLENE FOSTER, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

TRADEMARK
REEL: 1761 FRAME: 0671

RM PTO-1594
v. 8-93)
IB No. 0651-0011 (exp. 4/94)

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Patent and Trademark Office
FEB 06 1998
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To the Honorable Commissioner of Patents

100639846

original documents or copy thereof.

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

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

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

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

3. Nature of conveyance:

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

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

Execution Date: December 23, 1997

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached Schedule I

See attached Schedule I

Additional numbers attached? Yes No

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

6. Total number of applications and registrations involved: 38

Name: Stephen Baum

7. Total fee (37 CFR 3.41).....\$ 965

Internal Address: Debevoise & Plimpton

- Enclosed
- Authorized to be charged to deposit account

Street Address: 875 Third Avenue

8. Deposit account number:

City: New York State: NY ZIP: 10022

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

02 FEB 1998
01 FC:441
02 FC:482

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 documents: 112

Mail documents to be recorded with required cover sheet information to: REEL: 1761 FRAME: 0672

Schedule II

<u>Country</u>	<u>Mark</u>	<u>Registration Number and Issue Date (Application Number and filing date, for pending applications)</u>
United States	1-800-FOR CARS	1323946, 3/5/85
United States	1-888-FOR CARS	74/650751 3/23/95 (pending)
United States	BEST OF ALL, IT'S THRIFTY	75/086497 4/11/96 (pending)
United States	BLUE CHIP EXPRESS RENTAL PROGRAM	10/20/97 (pending) 75/376,105
United States	BLUE CHIP logo	75/245413 2/21/97 (pending)
United States	BLUE PRIDE	75/086864 4/10/96 (pending)
United States	DRIVEWISE	75/251882, 3/4/97
United States	FASTCLASS	927924, 1/25/72
United States	FEEL THE QUALITY. ENJOY THE SAVINGS & DESIGN	1280948, 6/5/84
United States	HISTORICALLY KNOWN FOR LOW RATES	2,076,242 7/1/97
United States	MISS THRIFTY	840196, 12/5/67
United States	NEIGHBORS TOGETHER & DESIGN	2,062,058, 5/13/97
United States	TARC & Design	1710453, 8/25/92
United States	TARTAN	1188114, 1/26/82
United States	THE COLOR BLUE	75/193,074, 10/31/96 (pending)
United States	THE NO SMOKING CAR	1323946, 3/5/85
United States	THE SMOKER'S CAR	1388689, 4/1/86
United States	THRIFTY (38)	75/163690, 9/10/96 (pending)
United States	THRIFTY (42)	75/163475, 9/10/96 (pending)
United States	THRIFTY (42)	75/123375, 6/21/96 (pending)
United States	THRIFTY (39)	880666, 11/11/69
United States	THRIFTY (39)	986155, 6/11/74
United States	THRIFTY (39)	816350, 10/4/66
United States	THRIFTY & Design	1570141, 12/5/89
United States	THRIFTY & Design	1570142, 12/5/89
United States	THRIFTY & Design	1570143, 12/5/89
United States	THRIFTY Elongate Blue	75/015380, 11/6/95 (pending)
United States	THRIFTY CAR RENTAL & Design	1566277, 11/14/89
United States	THRIFTY CAR RENTAL & Design	1570144, 12/5/89
United States	THRIFTY CAR RENTAL & Design	1572308, 12/19/89

<u>Country</u>	<u>Mark</u>	<u>Registration Number and Issue Date (Application Number and filing date, for pending applications)</u>
United States	THRIFTY RENT A CAR & Design	1000816, 12/31/74
United States	THRIFTY RENT-A-CAR INTERNATIONAL & Design	988081, 7/9/74
United States	THRIFTY RENT-A-CAR SYSTEM & Design	774288, 7/28/64
United States	TOGETHER NEIGHBORS CAN PERFORM MIRACLES	2,100,043, 9/23/97
United States	TRAC	1267387, 2/14/84
United States	TRUE BLUE PRIDE	75/257739, 3/14/97 (pending)
United States	WINGS AND WHEELS	1341511, 6/11/85
United States	ZT ON-LINE	1734743, 11/24/92

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 , THRIFTY RENT-A-CAR SYSTEM, 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.

THRIFTY RENT-A-CAR SYSTEM, INC.

By 
Name: Steven B. Hildebrand
Title: Vice President

CHRYSLER CORPORATION

By 
Name: Raymond D. Hatman
Title: Assistant Secretary

"Express Mail" mailing label No. EI 988885391 05

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

<u>Country</u>	<u>Mark</u>	<u>Registration Number and Issue Date (Application Number and filing date, for pending applications)</u>
United States	1-800-FOR CARS	1323946, 3/5/85
United States	1-888-FOR CARS	74/650751 3/23/95 (pending)
United States	BEST OF ALL, IT'S THRIFTY	75/086497 4/11/96 (pending)
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United States	FASTCLASS	927924, 1/25/72
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United States	HISTORICALLY KNOWN FOR LOW RATES	2,076,242 7/1/97
United States	MISS THRIFTY	840196, 12/5/67
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United States	THRIFTY CAR RENTAL & Design	1572308, 12/19/89

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United States	THRIFTY RENT-A-CAR SYSTEM & Design	774288, 7/28/64
United States	TOGETHER NEIGHBORS CAN PERFORM MIRACLES	2,100,043, 9/23/97
United States	TRAC	1267387, 2/14/84
United States	TRUE BLUE PRIDE	75/257739, 3/14/97 (pending)
United States	WINGS AND WHEELS	1341511, 6/11/85
United States	ZT ON-LINE	1734743, 11/24/92

Item B

None