

02-04-1999



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TRADEMARK

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other Previously encumbered pursuant to Security Agreement dated December 31, 1997

Effective Date
Month Day Year
12 31 98

Conveying Party

Mark if additional names of conveying parties attached
Execution Date
Month Day Year
12-31-98

Name Thrifty, Inc.

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Oklahoma

Receiving Party

Mark if additional names of receiving parties attached

Name DaimlerChrysler Corporation

DBA/AKA/TA _____

Composed of _____

Address (line 1) 1000 Chrysler Drive

Address (line 2) _____

Address (line 3) Auburn Hills

Michigan

48326-2766

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

- Citizenship/State of Incorporation/Organization Delaware

02/02/1999 DCDATES 00000124 75245413

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 DP
675.00 DP

915 E

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1847 FRAME: 0908

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75/245,413"/>	<input type="text" value="75/548,144"/>	<input type="text" value="75/377,453"/>
<input type="text" value="75/376,105"/>	<input type="text" value="75/376,104"/>	<input type="text" value="75/377,466"/>
<input type="text" value="75/251,882"/>	<input type="text" value="75/193,074"/>	<input type="text" value="75/163,690"/>

<input type="text" value="1,974,685"/>	<input type="text" value="927,924"/>	<input type="text" value="2,062,058"/>
<input type="text" value="2,126,195"/>	<input type="text" value="2,076,242"/>	<input type="text" value="1,710,453"/>
<input type="text" value="2,184,525"/>	<input type="text" value="840,196"/>	<input type="text" value="1,323,946"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Leone Rendon
Name of Person Signing


Signature

1/28/99
Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

75/163,475		
75/446,465		
75/015380		
75/257,739		

880,666	1,572,308	
1,570,143	1,570,144	
1,570,142	1,000,816	
1,570,141	998,081	
986,155	774,288	
816,350	2,100,043	
1,566,277	1,734,743	

NOTICE: THE ENFORCEMENT OF REMEDIES HEREUNDER IS 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 31, 1998, is made between Thrifty, Inc., an Oklahoma corporation (the "Grantor"), and DaimlerChrysler Corporation, a Delaware corporation ("DaimlerChrysler") (formerly known as Chrysler Corporation, a Delaware corporation, "Chrysler").

WITNESSETH:

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, Dollar Thrifty Automotive Group, Inc., a Delaware corporation ("DTAG"), Dollar Rent A Car Systems, Inc., an Oklahoma corporation ("Dollar"), Thrifty Rent-A-Car System, Inc., an Oklahoma corporation ("Thrifty"), TRAC Team, Inc., an Oklahoma corporation ("TRAC Team"), and DTAG Services, an Oklahoma corporation ("DTAG Services"), among other things (i) Dollar and Thrifty (and in certain cases, DTAG) have agreed to reimburse draws upon the Chrysler Series 1997-1 Support Letter of Credit that are made by the Series 1997-1 Letter of Credit Provider (as such terms are defined in the Credit Support Agreement) and (ii) DTAG has agreed to guarantee the reimbursement obligations of each of Dollar and Thrifty thereunder;

WHEREAS, pursuant to the Joinder Agreement, dated as of the date hereof, among DaimlerChrysler, Grantor and Thrifty Car Sales, Inc., an Oklahoma corporation ("Thrifty Car Sales"), Grantor has become a party to the Credit Support Agreement and the Chrysler Security Agreement, dated as of December 23, 1997 (as amended from time to time, the "Chrysler Security Agreement"), among Chrysler, DTAG, Dollar, Thrifty, TRAC Team and DTAG Services;

WHEREAS, as a condition precedent to the execution of the Consent Agreement, dated as of the date hereof, among Thrifty, Thrifty Holdco, Thrifty Car Sales, DTAG and DaimlerChrysler, Thrifty Holdco is required to execute and deliver this Agreement;

WHEREAS, pursuant to the Intercreditor Agreement, dated as of December 23, 1997, among Credit Suisse First Boston, as Collateral Agent (the "Collateral Agent"), Credit Suisse First Boston, as Administrative Agent (the "Administrative Agent") and

Chrysler, Chrysler, the Administrative Agent and the Secured Parties (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 (as defined therein), the various financial institutions as are, or may from time to time become, parties thereto, The Chase Manhattan Bank, as the syndication agent and 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 defined therein) as among themselves;

WHEREAS, it is in the best interests of the Grantor to execute this Agreement inasmuch as Grantor will derive substantial direct and indirect benefits from (a) DaimlerChrysler'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, Grantor agrees, for the benefit of DaimlerChrysler, as follows:

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

SECTION 2. 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 DaimlerChrysler, and grant to DaimlerChrysler 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 (i) 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 (i) and (ii);

(iv) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (i) and (ii); 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 3. 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. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to DaimlerChrysler under the Chrysler Security Agreement. The Chrysler Security Agreement (and all rights and remedies of DaimlerChrysler thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. 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 DaimlerChrysler pursuant to the Credit Support Agreement, and (ii) all other obligations of DaimlerChrysler under the Limited Guarantee and Reimbursement Agreement and the Credit Support Agreement, DaimlerChrysler 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 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of DaimlerChrysler 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 6. 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 7. 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 8. Intercreditor Agreement. So long as the Grantors have any obligations outstanding under the Credit Agreement and there are any remaining Commitments outstanding thereunder, DaimlerChrysler's rights under this 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, INC.

By *Pamela S. Peck*
Name: *Pamela S. Peck*
Title: *Treasurer*

DAIMLERCHRYSLER CORPORATION

By _____
Name: Thomas P. Capo
Title: Senior Vice President and Treasurer

"Express Mail" mailing label No. *EI368211765US*

Date of Deposit *January 28, 1999*

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.

Leon Rendon
(Typed or printed name of person mailing paper or fee)
Leon Rendon
(Signature of person mailing paper or fee)

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, INC.

By _____
Name:
Title:

DAIMLERCHRYSLER CORPORATION

By TPC
Name: Thomas P. Capo
Title: Senior Vice President and Treasurer

"Express Mail" mailing label No. EI368211765US

Date of Deposit January 28, 1999

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Leone Rendón
(Typed or printed name of person mailing paper or fee)

[Signature]
(Signature of person mailing paper or fee)

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
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See Annex 1

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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See Annex 1

Trademark Applications in Preparation

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

Item B. Trademark Licenses

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

TRADEMARKS OF THRIFTY, INC.
Registrations

Country	Mark	Current Reg. No.	Current Reg. Date
United States	1-800-FOR-CARS	1,974,685	21MY1996
United States	BEST OF ALL, IT'S THRIFTY	2,126,195	30DE1997
United States	BLUE PRIDE	2,184,525	25AU1998
United States	FASTCLASS	927,924	25JA1992
United States	HISTORICALLY KNOWN FOR LOW RATES	2,076,242	01JL1997
United States	MISS THRIFTY	840,196	05DE1987
United States	NEIGHBORS TOGETHER & DESIGN	2,062,058	13MY1997
United States	TARC & DESIGN	1,710,453	25AU1992
United States	THE NO SMOKING CAR	1,323,946	05MR1985
United States	THRIFTY	880,666	11NO1989
United States	THRIFTY & DESIGN	1,570,143	05DE1989
United States	THRIFTY & DESIGN (BLUE)	1,570,142	05DE1989
United States	THRIFTY & DESIGN (COLOR)	1,570,141	05DE1989
United States	THRIFTY (39)	986,155	11JE1994
United States	THRIFTY (39)	816,350	04OC1986
United States	THRIFTY CAR RENTAL & DESIGN	1,566,277	14NO1989
United States	THRIFTY CAR RENTAL & DESIGN	1,572,308	19DE1989
United States	THRIFTY CAR RENTAL & DESIGN (BLUE)	1,570,144	05DE1989
United States	THRIFTY RENT A CAR & DESIGN	1,000,816	31DE1994
United States	THRIFTY RENT A CAR INTERNATIONAL & DESIGN	998,081	09JL1994
United States	THRIFTY RENT-A-CAR SYSTEM & DESIGN	774,288	28JL1984
United States	TOGETHER NEIGHBORS CAN PERFORM MIRACLES	2,100,043	23SE1997
United States	ZT ON-LINE	1,734,743	24NO1992

TRADEMARKS OF THRIFTY, INC.
Applications

Country	Mark	Current Application No.	Current Application Date
United States	BLUE CHIP & DESIGN	75/245,413	21FE1997
United States	BLUE CHIP EXPRESS RENTAL PROGRAM	75/376,105	20OC1997
United States	DRIVEWISE	75/251,882	04MR1997
United States	GET THE SHOW ON THE ROAD	75/548,144	04SE1998
United States	HONEYMOON DISASTERS	75/376,104	20OC1997
United States	THE COLOR BLUE	75/193,074	31OC1996
United States	THE COLOR BLUE USED ON BUILDINGS	75/377,453	22OC1997
United States	THE COLOR BLUE USED ON VEHICLES	75/377,466	22OC1997
United States	THRIFTY	75/163,690	10SE1996
United States	THRIFTY	75/163,475	10SE1996
United States	THRIFTY & DESIGN	75/446,465	09MR1998
United States	THRIFTY & DESIGN ELONGATE BLUE	75/015380	06NO1995
United States	TRUE BLUE PRIDE	75/257,739	14MR1997