

07-07-2000



101397605
RECORDATION FROM COVER SHEET
TRADEMARKS ONLY

6-9-00

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
 - Security Agreement
 - Merger
 - Change of Name
 - Other
 - License
 - Nunc Pro Tunc Assignment
- Effective Date
Month Date Year
 Dec. 31, 1999

Conveying Party

Mark if additional names of conveying parties attached

Name ARC-TM, Inc.

Execution Date
Month Day Year
 Dec. 30, 1999

Formerly

2183535

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

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of conveying parties attached

Name ARC Management, LP

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2) 200 South Andrews Avenue

Address (line 3) Fort Lauderdale Florida 33301
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

07/06/2000 DNGUYEN 00000315 2183535

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 700.00 DP

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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: 002097 FRAME: 0401

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

(202) 861-1710

Name

Mark H. Tidman, Esq.

Address (line 1)

Baker & Hostetler LLP

Address (line 2)

1050 Connecticut Avenue, NW

Address (line 3)

Suite 1100

Address (line 4)

Washington, DC 20036

Pages

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

4

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)

75/496,869	& 8 others	

2,183,535	& 19 others	

Number of Properties

Enter the total number of properties involved.

29

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 740.00

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:

02-0398

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 true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Mark H. Tidman, Esq.

Name of Person Signing

Signature

6/2/00

Date Signed

Schedule A

ALAMOCASH POINTS	75/496,869
ALAMOCASH-IN CLUB	75/496,853
ALAMO SILVER SERVICE	75/225,546
DIRECT ROAD	75/863,722
DRIVE HAPPY	75/415,719
GO! ALAMO!	75/789,172
Miscellaneous Design (GO! ALAMO! on a bus)	75/814,172
TRAVEL SMART SOLUTIONS	75/386,825
WHEN IT'S YOUR TIME & MONEY ALAMO TRAVEL SMART	75/387,614
ALAMO ADVENTURE GROUP	2,183,535
ALAMO RENT A CAR & Design	1,156,676
ALAMO RENT A CAR & Design	1,768,900
ALAMO SATISFACTION GUARANTEE & Design	1,737,125
ALAMO SAVERS	1,908,435
ALAMO	1,097,722
ALL-IN-ONE RATES	2,167,962
CLASS A	1,222,902
CORPORATE COMMISSION GUARANTEE	1,830,948
DESIGNED TO MOVE YOU	2,193,586
Miscellaneous Design (Wagon Wheel Design)	1,464,896
NOW THAT'S VALUE	1,957,514
QUICKSILVER	2,207,025
THE REAL #1 BARGAIN	1,334,936
TRAVEL SMART	2,273,589
VALUE RENT-A-CAR & Design	1,880,914
WAIVER SAVER	1,663,624
WHERE ALL THE MILES ARE FREE	1,517,510
WHY DRIVE, WHEN YOU CAN SURF THE NET	2,182,093
YELLOW & BLUE STRIPE Design	1,763,332

TRADEMARK ASSIGNMENT

ASSIGNMENT AGREEMENT, effective as of December 31, 1999, by and between ARC-TM, Inc., a Delaware corporation qualified to do business in Florida with a principal place of business at 200 South Andrews Avenue, Fort Lauderdale, Florida, 33301 (“Assignor”) and ARC Management, LP, a Delaware limited partnership qualified to do business in Florida with a principal place of business at 200 South Andrews Avenue, Fort Lauderdale, Florida, 33301 (the “Assignee”).

WHEREAS, Assignor is the owner of the trademarks identified in Schedule A attached hereto and made a part hereof (the “Marks”); and

WHEREAS, Assignor desires to assign its right, title and interest in and to the Marks, together with the goodwill of the business pertaining thereto, to Assignee via 99.9% transfer to Assignee and simultaneous “pass through” transfer of 0.1% to ARC-GP, Inc., a Delaware corporation (the “General Partner”), and simultaneous transfer of such 0.1% from the General Partner to Assignee.

WHEREAS, Assignee desires to obtain ownership of the Marks in the foregoing manner, together with the goodwill of the business pertaining thereto;


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys unto Assignee via the manner recited above all of its right, title, and interest in and to the Marks, together with the goodwill of all business symbolized by the Marks, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement and sale had not been made, together with all claims for

damages by reason of past infringement of the Marks, with the right to sue for, and collect the same for its own use and behalf, and for the use and on behalf of its successors, assigns or other legal representatives of Assignee.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed by its duly authorized officer on the day and year first above written.

ASSIGNOR:

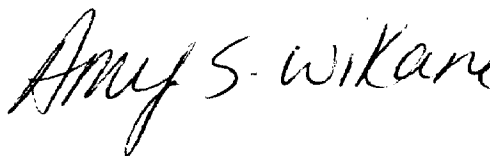
ARC-TM, INC.

By: 

Jeffrey K. Simpson
Assistant Secretary

STATE OF DELAWARE)
) ss.
COUNTY OF NEW CASTLE)

The foregoing Trademark Assignment was signed before me on December 30, 1999, by Jeffrey K. Simpson, in his capacity as an officer as indicated, on behalf of the company.



AMY S. WIKANE
NOTARY PUBLIC-DELAWARE
My Commission Expires October 28, 2000