

09-06-2000



101450239

8.4.00

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **NCRAS MANAGEMENT, LP**

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

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

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

Name: Congress Financial Corporation (Florida), as Administrative Agent

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

Street Address: 777 Brickell Avenue

City: Miami State: FL ZIP: 33131

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

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

(Designation must be a separate document from Assignment)

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Conditional Assignment of and Security Interest in Trademark Rights
- Merger
- Change of Name

Execution Date: June 30, 2000

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) **See Attached Schedule A**

1862026

Additional numbers attached?  Yes  No

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

Name: Nihara K. Choudhri, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: \_\_\_\_\_

39

7. Total fee (37 CFR 3.41): ..... \$990.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attached 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.

Nihara K. Choudhri, Esq.

Name of Person Signing

Signature

08/04/2000

Date

09/05/2000 NTHA11 00000156 1862026

Total number of pages comprising cover sheet: 10

01 FC:481  
02 FC:482

40.00 DP  
950.00 DP

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

**SCHEDULE A**

**Trademarks Registrations and Applications**

<b>Country</b>	<b>Trademark</b>	<b>Registration or Serial Number</b>
U.S.	QUICK RENT	1,862,026
U.S.	WEEKEND BREAKS	1,871,604
U.S.	EXPRESSWAY	1,572,460
U.S.	ODYSSEY	
U.S.	NATIONAL CAR RENTAL CENTER & Design	
U.S.	NATIONAL CAR RENTAL & FLAG DESIGN ON GREEN BACKGROUND	
U.S.	1-800-CAR-RENT	1,771,905
U.S.	GREEN MEANS GO	1,892,377
U.S.	ELECTRONIC ADVANTAGE	1,583,986
U.S.	NATIONAL PRIVELEGE CARD	1,233,914
U.S.	EMERALD ELITE	1,653,347
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U.S.	NO PROBLEM	1,781,779
U.S.	EXCELLENCE IN GLOBAL CAR RENTAL	1,816,524
U.S.	NATIONAL	1,537,711
U.S.	NATIONAL CAR RENTAL & FLAG Design	1,534,668
U.S.	EMERALD CLUB	1,482,719
U.S.	NATIONAL & BARS Design	1,338,402
U.S.	EMERALD PLUS	1,479,050
U.S.	EMERALD AISLE	1,530,135
U.S.	PAPER-LESS EXPRESS	1,506,441

<b>Country</b>	<b>Trademark</b>	<b>Registration or Serial Number</b>
U.S.	HANDHELD RETURN SERVICE	2,038,434
U.S.	EMERALD CLUB AISLE SERVICE	2,035,767
U.S.	EMERALD EXTRA	2,050,707
U.S.	C.A.R.E.	2,043,641
U.S.	YOU'VE GOT PLACES TO GO. WE'VE GOT THE KEYS	2,037,238
U.S.	BARS DESIGN	1,334,744
U.S.	SMART KEY	1,613,270
U.S.	NATIONAL CAR RENTAL	1,540,913
U.S.	PRIVILEGE	1,652,635
U.S.	A WORLD OF OPPORTUNITY FOR FREQUENT FLYERS	1,900,930
U.S.	EMERALD AGENCY	1,718,834
U.S.	SPECIALS TO GO	
U.S.	FLAG & Design	1,536,821
U.S.	NATIONAL & Flag Design	1,534,669
U.S.	VALUE PLUS	1,156,756
U.S.	EMERALD CLUB & Design	2,132,844
U.S.	YOU DESERVE NATIONAL ATTENTION	1,209,042
U.S.	NATIONAL EXPRESSWAY	1,197,405
U.S.	POWER PLUS (Stylized)	1,145,923

**CONDITIONAL ASSIGNMENT OF AND  
SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS ("Conditional Assignment"), dated as of June 30, 2000, is made by NCRAS MANAGEMENT, LP, a Delaware limited partnership (the "Obligor"), in favor of CONGRESS FINANCIAL CORPORATION (FLORIDA), as Administrative Agent (in such capacity, the "Administrative Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Amended and Restated Credit Agreement, dated as of June 30, 2000 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among ANC RENTAL CORPORATION, a Delaware corporation and parent of Obligor ("Borrower"), the Lenders, the Administrative Agent, LEHMAN BROTHERS INC., as advisor, lead arranger and book manager and LEHMAN COMMERCIAL PAPER INC., as syndication agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement and the Guarantee and Collateral Agreement.

**WITNESSETH:**

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of June 30, 2000, in favor of the Administrative Agent, for itself and the benefit of the Secured Parties (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Administrative Agent, for itself and the benefit of the Secured Parties, a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Conditional Assignment;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Administrative Agent and the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Administrative Agent and the Secured Parties, as follows:

**SECTION 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Conditional Assignment and Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Administrative Agent, for itself and the benefit of the Secured Parties, to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by the Obligor for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

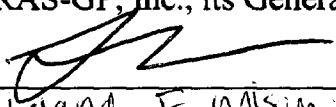
SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

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

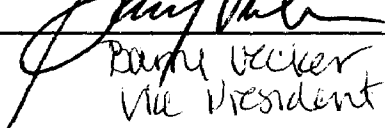
IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NCRAS MANAGEMENT, LP,  
a Delaware limited partnership

By: NCRAS-GP, Inc., its General Partner

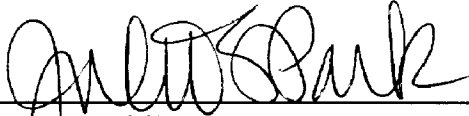
By:   
Name: Leland F. Miskin  
Title: Vice President and Treasurer

CONGRESS FINANCIAL CORPORATION (FLORIDA),  
as Administrative Agent for the Lenders

By:   
Name: Barry Becker  
Title: Vice President

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this 30<sup>th</sup> day of June, 2000, before me personally came Leland Wilson, to me known, who being duly sworn, did depose and say, that he is the Vice President and Treasurer of NCRAS-GP, INC., a Delaware corporation and the General Partner of NCRAS MANAGEMENT, LP, the Delaware limited partnership described in and on behalf of which he executed the foregoing instrument; and that he signed his name thereto pursuant to the Certificate of Limited Partnership and the limited partnership agreement of said limited partnership and by order of the Board of Directors of said corporation.

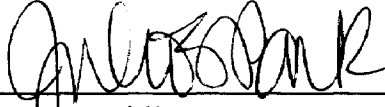
  
\_\_\_\_\_  
Notary Public  
JULIE S. PARK  
NOTARY PUBLIC, State of New York  
No. 01501055000  
Qualified in New York County  
Certificate filed in New York County  
Commission Expires November 22, 2001  
(PLACE STAMP AND SEAL ABOVE)

STATE OF

NY )  
NY ) ss  
NY )

COUNTY OF

On the 20<sup>th</sup> day of June, 2000, before me personally came Barny Recker, who is personally known to me to be the Vice President of CONGRESS FINANCIAL CORPORATION (FLORIDA); who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public  
JUDITH A. PARK  
NOTARY PUBLIC, State of New York  
No. 01234567890  
Qualified in New York County  
Certificate Filed in New York County  
Commission Expires November 22, 2001  
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