

8.4.00

09-06-2000

FORM PTO-1594

1-31-92

RECORD
TRA



U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

101450238

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): Alamo Rent-a-Car Management, LP

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

Additional name(s) of conveying party(ies) 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

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2B41894 See Attached Schedule A

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: _____

23

7. Total fee (37 CFR 3.41): \$590.00

- 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

Nihara K. Choudhri

Signature

Aug. 4th, 2000

Date

Total number of pages comprising cover sheet: _____

10

09/05/2000 NTHA11 00000157 2341894

01 FC:481
02 FC:482

40.00 US
550.00 00

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

TRADEMARK
REEL: 002133 FRAME: 0411

SCHEDULE A

Trademarks Registrations and Applications

Country Name	Trademark	Registration or Serial Number
U.S.	ALAMOCASH-IN CLUB	2,341,894
U.S.	ALAMOCASH POINTS	2,317,240
U.S.	ALAMO SILVER SERVICE	2,302,432
U.S.	VALUE RENT-A-CAR & Design	1,880,914
U.S.	DRIVE HAPPY	
U.S.	ALAMO RENT A CAR & Design	1,768,900
U.S.	ALAMO SATISFACTION GUARANTEE & Design	1,737,125
U.S.	ALL-IN-ONE RATES	2,167,962
U.S.	YELLOW & BLUE STRIPE Design	1,763,332
U.S.	ALAMO ADVENTURE GROUP	2,183,535
U.S.	WHY DRIVE, WHEN YOU CAN SURF THE NET	2,182,093
U.S.	WHEN IT'S YOUR TIME & MONEY ALAMO TRAVEL SMART	2,310,333
U.S.	DESIGNED TO MOVE YOU	2,193,586
U.S.	TRAVEL SMART SOLUTIONS	2,288,497
U.S.	ALAMO & LICENSE PLATE Design	
U.S.	GO! ALAMO!	
U.S.	MISCELLANEOUS DESIGN	
U.S.	ALAMO RENT A CAR & Design	1,156,676
U.S.	Miscellaneous Design (Wagon Wheel Design)	1,464,896
U.S.	ALAMO	1,097,722
U.S.	THE REAL #1 BARGAIN	1,334,936
U.S.	TRAVEL SMART	2,273,589
U.S.	CLASS A	1,222,902

Country Name	Trademark	Registration or Serial Number
U.S.	ALAMO SAVERS	1,908,435
U.S.	NOW THAT'S VALUE	1,957,514
U.S.	WHERE ALL THE MILES ARE FREE	1,517,510
U.S.	QUICKSILVER & Design	
U.S.	QUICKSILVER & Design (Lined for Color)	
U.S.	ALAMO & Design	
U.S.	QUICKSILVER	2,207,025
U.S.	DIRECTROAD	

**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 ALAMO RENT-A-CAR 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.

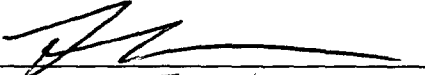
SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and 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.

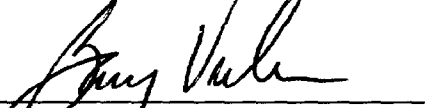
IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ALAMO RENT-A-CAR MANAGEMENT, LP,
a Delaware limited partnership

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

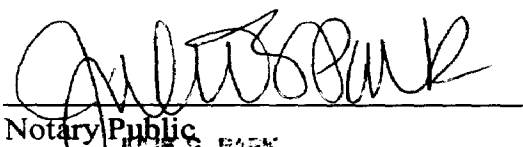
By: 
Name: Teland F. Wilson
Title: Vice President and Treasurer

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

By: 
Name: Barry Vecker
Title: Vice President

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

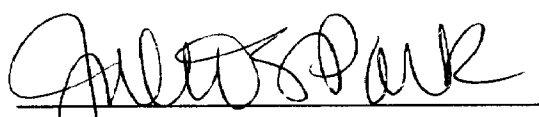
On this 30th day of June, 2000, before me personally came Leland Wilson, to me known, who being duly sworn, did depose and say, that he is the Vice President and Treasurer of ARC-GP, INC., a Delaware corporation and the General Partner of ALAMO RENT-A-CAR MANAGEMENT, LP, the Delaware limited partnership 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
JAMES S. PACEK
NOTARY PUBLIC, STATE OF NEW YORK
No. 00000000000000000000
Commission Expires 06/30/03
Continued in Effect until 06/30/03
(PLACE STAMP AND SEAL ABOVE)

STATE OF NY)
COUNTY OF NY) ss

On the 30th day of June, 2000, before me personally came Barry Becker, 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
JULIE S. PARK
NOTARY PUBLIC, State of New York
No. 01226000000
Qualified in New York County
Certificate Filed in New York County
Commission Expires November 22, 2001
(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A**Trademarks Registrations and Applications**

<u>Country Name</u>	<u>Trademark</u>	<u>Registration or Serial Number</u>
U.S.	ALAMOCASH-IN CLUB	2,341,894
U.S.	ALAMOCASH POINTS	2,317,240
U.S.	ALAMO SILVER SERVICE	2,302,432
U.S.	VALUE RENT-A-CAR & Design	1,880,914
U.S.	DRIVE HAPPY	
U.S.	ALAMO RENT A CAR & Design	1,768,900
U.S.	ALAMO SATISFACTION GUARANTEE & Design	1,737,125
U.S.	ALL-IN-ONE RATES	2,167,962
U.S.	YELLOW & BLUE STRIPE Design	1,763,332
U.S.	ALAMO ADVENTURE GROUP	2,183,535
U.S.	WHY DRIVE, WHEN YOU CAN SURF THE NET	2,182,093
U.S.	WHEN IT'S YOUR TIME & MONEY ALAMO TRAVEL SMART	2,310,333
U.S.	DESIGNED TO MOVE YOU	2,193,586
U.S.	TRAVEL SMART SOLUTIONS	2,288,497
U.S.	ALAMO & LICENSE PLATE Design	
U.S.	GO! ALAMO!	
U.S.	MISCELLANEOUS DESIGN	
U.S.	ALAMO RENT A CAR & Design	1,156,676
U.S.	Miscellaneous Design (Wagon Wheel Design)	1,464,896
U.S.	ALAMO	1,097,722
U.S.	THE REAL #1 BARGAIN	1,334,936
U.S.	TRAVEL SMART	2,273,589
U.S.	CLASS A	1,222,902

<u>Country Name</u>	<u>Trademark</u>	<u>Registration or Serial Number</u>
U.S.	ALAMO SAVERS	1,908,435
U.S.	NOW THAT'S VALUE	1,957,514
U.S.	WHERE ALL THE MILES ARE FREE	1,517,510
U.S.	QUICKSILVER & Design	
U.S.	QUICKSILVER & Design (Lined for Color)	
U.S.	ALAMO & Design	
U.S.	QUICKSILVER	2,207,025
U.S.	DIRECTROAD	
Azerbaijan	ALAMO	900,230
Bosnia Herzegovina	ALAMO	Bazr96838A
Canada	ALAMO QUICKSILVER	
Kyrgyzstan	ALAMO	441
Liechtenstein	ALAMO	8278
Macedonia	ALAMO	04856
Slovenia	ALAMO	908 0579
Uzbekistan	ALAMO	1946