



101510184

10-24-00
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): **SPIRIT RENT-A-CAR, INC.**

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

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

Execution Date: June 30, 2000

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,150,779 and 1,617,083

Additional numbers attached? Yes No

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

Name: Kristopher E. Ahrend, 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: _____

2

7. Total fee (37 CFR 3.41): \$65.00

- 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.

Kristopher E. Ahrend, Esq.
Name of Person Signing

Signature

10/23/00
Date

Total number of pages comprising cover sheet: 8

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

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 SPIRIT RENT-A-CAR, INC., an Ohio corporation (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.

W I T N E S S E T H:

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.

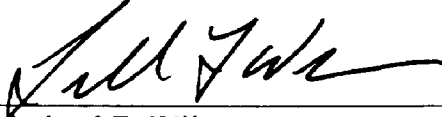
SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by the Obligor for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby 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.

SPIRIT RENT-A-CAR, INC.

By: 

Name: Leland F. Wilson

Title: Vice President and Treasurer

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

By: _____

Name:

Title:

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.

SPIRIT RENT-A-CAR, INC.

By: _____

Name: Leland F. Wilson

Title: Vice President and Treasurer

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

By: _____

Name: Martin J. Coloson, Jr.

Title: First Vice President

STATE OF *Ohio*

COUNTY OF *Cuyahoga*)^{ss}

On the *18th* day of ~~June~~ *August*, 2000,

before me personally came Leland F. Wilson, who is personally known to me to be the Vice President and Treasurer of SPIRIT RENT-A-CAR, INC., an Ohio corporation; who, being duly sworn, did depose and say that she/he is the Vice President and Treasurer 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.



VIRGINIA TYSZKA, Notary Public
State of Ohio
My Commission Expires June 23, 2002

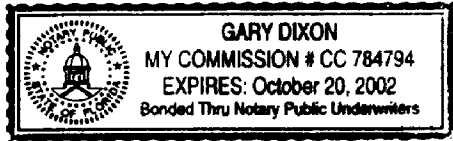
Virginia Tyszka

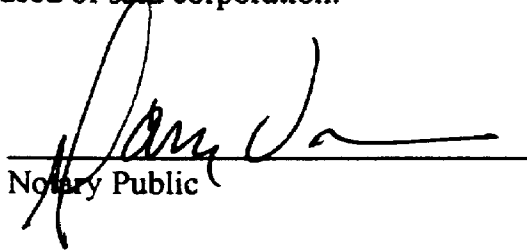
Notary Public

(PLACE STAMP AND SEAL ABOVE)

STATE OF Florida)
) ss
COUNTY OF Dade)

On the 26 day of July 2000, before me personally came Martin J. Coloson, Jr., who is personally known to me to be the First Vice Pres. of CONGRESS FINANCIAL CORPORATION (FLORIDA); who, being duly sworn, did depose and say that she/he is the First 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

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

Trademarks Registrations and Applications

<u>Country</u>	<u>Trademark</u>	<u>Registration or Serial Number</u>
U.S.	CATCH THE SPIRIT!	2,150,779
U.S.	SPIRIT RENT-A-CAR	1,617,083
Canada	CARTEMPS USA	
Canada	CARTEMPS RENT-A-CAR	
Canada	CARTEMPS USA RENT-A-CAR & Design	
Cuba	CARTEMPS USA	

053113-0027-08507-A06U9M06-ASG

RECORDED: 10/24/2000

TRADEMARK
REEL: 002170 FRAME: 0232