

07-23-2001

FORM PTO-1594
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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7/23/01

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) Association

General Partnership Limited Partnership (DE)

Corporation-State

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 Amendment No. 2 to Conditional Assignment of and Security Interest in Trademark Rights

Execution Date: July 19, 2001

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

A. Trademark Application No.(s)

Additional numbers attached? Yes No

B. Trademark Registration No.(s) **1,853,850**

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

Name: Robyn Greenberg, 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: 1

7. Total fee (37 CFR 3.41): \$40.00

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.

Robyn Greenberg, Esq. Robyn Greenberg 7/20/01

Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 8

07/27/2001 LABELER 06000181 1833850

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40.00 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: 2333 FRAME: 0783

AMENDMENT NO. 2 TO CONDITIONAL ASSIGNMENT
OF AND SECURITY INTEREST IN TRADEMARK RIGHTS

THIS AMENDMENT NO. 2 TO CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS (this "Amendment No. 2 to Conditional Assignment"), dated as of July 19, 2001, 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.

W I T N E S S E T H:

WHEREAS, pursuant to 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 executed and delivered a Conditional Assignment of and Security Interest in Trademark Rights, dated as of June 30, 2000, in favor of the Administrative Agent, for itself and the benefit of the Secured Parties, which was recorded with the United States Patent and Trademark Office on August 4, 2000, at Reel 002129, Frame 0150, as amended by Amendment No. 1 to Conditional Assignment of and Security Interest in Trademark Rights, dated as of May 1, 2001 (together with all amendments and modifications, if any, from time to time made thereto, the "Conditional Assignment");

WHEREAS, pursuant to Section 3(k) of the Guarantee and Collateral Agreement, and Section 2 of the Conditional Assignment, the Obligor pledged and granted to the Administrative Agent, for itself and the benefit of the Secured Parties, a continuing security interest in, among other things, all existing and future trademark applications and trademarks of Obligor, and pursuant to Section 5.5 of the Guarantee and Collateral Agreement, Obligor has agreed to execute and deliver, and have recorded, such further instruments to preserve the benefits of the Guarantee and Collateral Agreement;

WHEREAS, the Obligor has notified the Administrative Agent that the Obligor has filed additional applications for, or has registered, certain trademarks with the United States Patent and Trademark Office; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Amendment No. 2 to 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 continue 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:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Amendment No. 2 to 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.

2. Acknowledgment of Conditional Assignment and Grant of Security Interest. The Obligor hereby acknowledges and confirms its prior pledges and grants of, and 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 acknowledges and confirms its prior assignment, transfer and conveyance of, and hereby assigns, transfers and conveys, the Trademarks (including, without limitation, the trademark 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.


3. Amendments to Schedule A. Without limiting the Collateral elsewhere described in the Conditional Assignment or the Guarantee and Collateral Agreement, each of Schedule A to the Conditional Assignment and Schedule 6 to the Guarantee and Collateral Agreement are hereby amended to include, in addition and not by way of limitation, the Trademark described in Schedule A attached hereto.

4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Conditional Assignment or Guarantee and Collateral Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Conditional Assignment and the Guarantee and Collateral Agreement are hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof.

5. Counterparts. This Amendment No. 2 to 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 Amendment No. 2 to 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
By NCRAS-GP, Inc., its general partner

By: 
Name: Leland F. Wilson
Title: Vice President

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

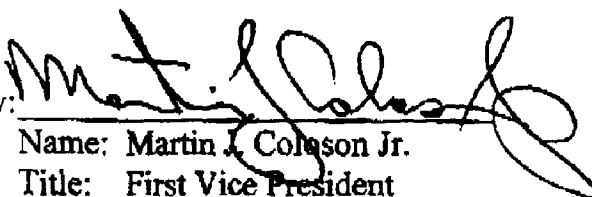
By: _____
Name: J. Kevin Tinny
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to 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
By NCRAS-GP, Inc., its general partner

By: _____
Name: Leland F. Wilson
Title: Vice President

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

By: 
Name: Martin J. Colson Jr.
Title: First Vice President

STATE OF

) Florida

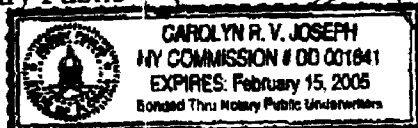
) ss

COUNTY OF

) Broward.

On the 18th day of July, 2001, before me personally came Leland F. Wilson, who is personally known to me to be the Vice President of NCRAS-GP, Inc., a Delaware corporation, the general partner of NCRAS MANAGEMENT, LP, a Delaware limited partnership; who, being duly sworn, did depose and say that he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

Carolyn R. V. Joseph
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.	Green Key	1,853,850