

11-13-2001

228

Form PTO-1594

(Rev 6-93)



NET

U.S. Department of Commerce

Patent and Trademark Office

101895005

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

1. Name of conveying party(ies):

BUDGET RENT A CAR CORPORATION

- Individual(s)
- General Partnership
- * Corporations
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Merger
- * Security Agreement
- Change of Name
- Other

Execution Date: November 30, 2000

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

11/7/01

Name: CREDIT SUISSE FIRST BOSTON, as administrative agent

Internal Address: _____

Street Address: 11 Madison Avenue, 21st Floor

City: New York State: NY ZIP: 10010

Country: _____

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- * Other bank, financial institution

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

Additional name(s) & Address(es) attached? Yes * No

4. Application number(s) or trademark number(s): SEE SCHEDULE I

If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s) SEE SCHEDULE I

B. Trademark No.(s) SEE SCHEDULE I

Additional numbers attached * Yes No

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

Name: Robert E. Rude II

Internal Address: Mayer Brown & Platt

Street Address: 1909 K Street, NW

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 12

7. Total fee (37 CFR 3.41): \$ 315.00

* Enclosed (Check No. 1138)

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

11/09/2001 DIAZI 00000012 1300949

01 FC:481
02 FC:482

40.00 OP
275.00 OP

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.

Robert E. Rude II
Name of Person Signing

Signature

November 7, 2001
Date

Total number of pages comprising cover sheet and document attachments: 8



EXECUTION COPY

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 30, 2000, is made between BUDGET RENT A CAR CORPORATION, a Delaware Corporation (the "Grantor"), and CREDIT SUISSE FIRST BOSTON, as administrative agent (together with any successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to an Amended and Restated Credit Agreement, dated as of June 19, 1998, amending restating that certain Credit Agreement dated as of April 29, 1997, (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Budget Group, Inc., a Delaware corporation (the "Borrower"), the Lenders and the Administrative Agent, the Lenders and the Issuer have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Second Amended and Restated Subsidiary Security Agreement, dated as of November 30, 2000, amending and restating that certain Amended and Restated Subsidiary Security Agreement dated as of June 19, 1998 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the making and maintenance of the Credit Extensions under the Credit Agreement and pursuant to clause (e) of Section 4.12 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Specified Trademark Collateral (as defined below) to secure all Obligations;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders and the Issuer to make Credit Extensions to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Specified Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, service marks, certification marks, collective marks, logos and other source of business identifiers referred to in Item A of Schedule I attached hereto (as supplemented from time to time), and all prints, labels and designs on which any of the foregoing have appeared or appear and all adaptations, derivations and combinations of the foregoing (all of the foregoing items in this clause (a) being collectively called the "Specified Trademarks"), whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country;

(b) all Trademark licenses referred to in Item B of Schedule I attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clause (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Specified Trademark, Specified Trademark registration or Trademark license referred to in Item B of Schedule I attached hereto, or for any injury to the goodwill associated with the use of any such Specified Trademark or for breach or enforcement of any such Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Specified Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each

Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon (i) the sale, transfer or other disposition of all rights of the Grantor in any Specified Trademark Collateral in accordance with the Credit Agreement or (ii) the prior payment in full in cash of all Obligations, the termination or expiration of all Letters of Credit and the termination of all Commitments, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Specified Trademark Collateral (other than proceeds) which has been granted hereunder.


SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Specified Trademark Collateral granted hereby are more fully set forth in the Security 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 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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

BUDGET RENT A CAR CORPORATION

By 
Title: *William S. Johnson*

CREDIT SUISSE FIRST BOSTON,
as Administrative Agent

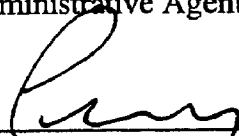

By _____
Title:

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

BUDGET RENT A CAR CORPORATION

By _____
Title:

CREDIT SUISSE FIRST BOSTON,
as Administrative Agent

By  
Title: GREGORY R. PERRY ROBERT HETU
VICE PRESIDENT VICE PRESIDENT

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	BUDGET LOGO	1300949	16-Oct-1984
USA	BUDGET RENT A CAR & DESIGN	930962	14-Mar-1972
USA	BUDGET LOGO	1161448	14-Jul-1981
USA	BUDGET RENT A CAR	1300950	16-Oct-1984
USA	BUDGET WORLD TRAVEL PLAN	1802336	02-Nov-1993
USA	BUDGET CAR SALES (STYLIZED LETTERS)	1156786	02-Jun-1981
USA	BUDGET	2269207	10-Aug-1999
USA	SUPER REZ LOGO	1310424	18-Dec-1984
USA	ONE WAY & DESIGN	1534674	11-Apr-1989
USA	RSI RESERVATION SERVICES INC. & DESIGN	1423313	30-Dec-1986

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
USA	BUDGET CAR SALES & DESIGN	76/164,545	15-Nov-2000
USA	BUDGET & DESIGN	76/164,546	15-Nov-2000

Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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None.

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