

05-14-1998



COVER SHEET ONLY

U.S. Department of Commerce Patent and Trademark Office

To the Honorable

Record the attached original documents, or copy thereof.

1. Name of conveying party(ies):

100711393

THRIFTY RENT-A-CAR SYSTEM, INC.
5330 E. 31st Street
Tulsa, OK 74135

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

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

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other

Execution Date: December 23, 1997

Name and address of receiving party(ies):

Name: CREDIT SUISSE FIRST BOSTON
as Administrative Agent

Internal Address:

Street Address: 11 Madison Avenue

City: New York State: NY ZIP: 10010-3629

Country:

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other Swiss Banking Corporation

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

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

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

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

A. Trademark Application No.(s)

74/650,751 75/086,497 75/376,105 75/245,413
75/086,864 75/251,882 75/193,074 75/163,690
75/163,475 75/123,375 75/015,380 75/257,739

B. Trademark No.(s)

1,323,946 927,924 1,280,948 2,076,242
840,196 2,062,058 1,710,453 1,188,114
1,323,946 1,388,689 880,666 986,155
816,350 1,570,141 1,570,142 1,570,143
1,566,277 1,570,144 1,572,308 1,000,816
988,081 774,288 2,100,043 1,267,387
1,341,511 1,734,743

Additional numbers attached Yes No

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

Name: Nora A. Whitescarver

Internal Address: Mayer, Brown & Platt

Street Address: 2000 Pennsylvania Avenue

Suite 3900

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 38

7. Total fee (37 CFR 3.41): \$965.00 (Check No. 15749)

- Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

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

05/14/1998 TT#11 00000093 1323946

01 FC:481
02 FC:482

40.00 OP
925.00 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.

Nora A. Whitescarver
Name of Person Signing

Nora A. Whitescarver
Signature

May 5, 1998
Date

Total number of pages comprising cover sheet and document attachments: 1 TRADEMARK

REEL: 1726 FRAME: 0162

[EXECUTION COPY]

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 23, 1997, is made between THRIFTY RENT-A-CAR SYSTEM, INC., an Oklahoma 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 a Credit Agreement, dated as of December 23, 1997 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Dollar Thrifty Automotive Group, Inc., a Delaware corporation (the "Parent"), Dollar Rent A Car Systems, Inc., an Oklahoma corporation ("Dollar"), Thrifty Rent-A-Car System, Inc., an Oklahoma corporation ("Thrifty", and together with Dollar and the Parent, the "Borrower Grantors", and each, individually, a "Borrower Grantor"), the various financial institutions as are, or may from time to time become, parties thereto (each, individually, a "Lender", and collectively, the "Lenders"), The Chase Manhattan Bank, as the syndication agent, and the Administrative Agent, the Lenders and the Issuer have extended Commitments to make Credit Extensions to the Borrower Grantors;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement, dated as of December 23, 1997 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the Credit Extensions (including the initial Credit Extension) under the Credit 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 Trademark Collateral (as defined below) to secure all Secured Obligations;

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

WHEREAS, it is in the best interests of the Grantor to execute this Security Agreement inasmuch as the Grantor will derive substantial direct and indirect benefits from the Credit Extensions made from time to time to the Borrowers by the Lenders and the Issuer pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Issuer to make Credit Extensions (including the initial Credit Extension) to the Borrowers 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 Secured 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 "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, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, 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, including those referred to in Item A of Attachment 1 attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (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 Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any 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 Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. 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 payment in full in cash of all Secured Obligations, the termination or expiry 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 Trademark Collateral which has been granted hereunder.

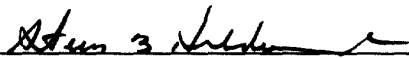
SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (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.

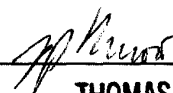
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

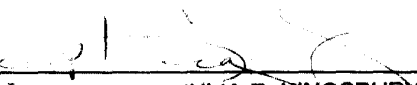
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

THRIFTY RENT-A-CAR SYSTEM, INC.

By 
Name:
Title:

CREDIT SUISSE FIRST BOSTON, as
Administrative Agent

By 
Name: **THOMAS G. MUOIO**
Title: **VICE PRESIDENT**

By 
Name: **JULIA P. KINGSBURY**
Title: **ASSISTANT VICE PRESIDENT**

Item A. Trademarks

Registered Trademarks

*Country Trademark Registration No. Registration Date

See attachment

Pending Trademark Applications

*Country Trademark Serial No. Filing Date

See attachment

Trademark Applications in Preparation

*Country Trademark Docket No. Expected Filing Date Products/ Services

See attachment

Item B. Trademark Licenses

*Country or Territory Trademark Licensor Licensee Effective Date Expiration Date

None

-
- * List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

24266606.1

THRIFTY

LIST OF TRADEMARKS

<u>Country</u>	<u>Mark</u>	<u>Registration Number and Issue Date (Application Number and filing date, for pending applications)</u>
Afghanistan	THRIFTY	4764, 9/2/93
Afghanistan	THRIFTY Logo	4765, 9/2/93
Albania	THRIFTY	113, 3/24/94 (pending)
Albania	THRIFTY Logo	114, 3/24/94 (pending)
Andorra	THRIFTY	1885 12/30/96
Andorra	THRIFTY Logo	1886 12/30/96
Anguilla	THRIFTY Logo	2543 1/10/92
Antigua	THRIFTY Logo	1/21/94 (pending)
Argentina	THRIFTY Logo	1302697, 8/4/88
Aruba	THRIFTY	14570, 4/12/90
Aruba	THRIFTY Logo	11131, 12/24/87
Aruba	THRIFTY Logo	14444, 3/3/90
Australia	THRIFTY Logo	A553207, 12/15/94
Australia	THRIFTY Logo	B452880, 2/20/91
Austria	THRIFTY	98672, 1/18/82
Austria	THRIFTY Logo (color)	117407, 9/23/87
Bahamas	THRIFTY Logo	12546, 8/29/88
Bahrain	THRIFTY	SM709, 2/4/90
Bahrain	THRIFTY Logo	SM710, 2/4/90
Bangladesh	THRIFTY	26814, 1/29/91
Bangladesh	THRIFTY	26816, 2/26/91
Bangladesh	THRIFTY Logo	26815, 2/12/91
Bangladesh	THRIFTY Logo	26817, 1/14/91
Barbados	THRIFTY Logo	81/1324, 8/8/88
Belize	THRIFTY Logo	6854, 11/23/93
Benelux	THRIFTY	357904, 1/16/79
Benelux	THRIFTY Logo	427419, 2/20/87
Benelux	THRIFTY Logo	46403C, 11/20/87
Bolivia	THRIFTY Logo	007200340, 7/30/93
Brazil	THRIFTY	817765069, 12/5/95
Brazil	THRIFTY Logo	

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<u>Country</u>	<u>Mark</u>	<u>Registration Number and Issue Date (Application Number and filing date, for pending applications)</u>
Brazil	THRIFTY Logo	813354870, 5/2/89
Brazil	THRIFTY Logo	813354862, 5/2/89
Bulgaria	THRIFTY	242Y, 7/7/82
Bulgaria	THRIFTY Logo	488Y, 9/14/87
Canada	1-800-FOR-CARS	830,057, 11/26/96 (pending)
Canada	ALL-IN WEEKEND	807,802, 3/20/96 (pending)
Canada	ALL IN VACATION	853,698, 8/15/97 (pending)
Canada	BEST OF ALL, IT'S THRIFTY	832,426, 12/24/96 (pending)
Canada	BLUECHIP Logo (w/shadow)	842,006, 4/11/97 (pending)
Canada	HISTORICALLY KNOWN FOR LOW RATES	TMA 478,455, 7/14/97
Canada	LE WEEK-END TOUT COMPRIS	808,672, 4/1/96 (pending)
Canada	NEIGHBORS TOGETHER & Design	472,957, 3/18/97
Canada	THRIFTY	159645, 11/29/68
Canada	THRIFTY Logo	37222, 8/24/90
Canada	Thrifty (online)	840,991, 4/2/97
Canada	THRIFTY LOCATION D'AUTOS	361194, 10/27/89
Cayman Island	THRIFTY Logo	1299782, 11/10/92
Chile	THRIFTY Logo	324729, 11/2/87
China (PRC)	THRIFTY	777312, 2/7/95
China (PRC)	THRIFTY (Chinese characters)	630751, 2/20/93
China (PRC)	THRIFTY (Chinese characters)	328661, 10/30/88
China (PRC)	THRIFTY Logo	775800, 1/14/95
Columbia	THRIFTY Logo	130240, 10/10/90
Costa Rica	THRIFTY Logo	78837, 6/11/92
Croatia	THRIFTY	472993 (pending)
Cuba	THRIFTY	118522, 12/24/90
Cuba	THRIFTY Logo	118521, 12/24/90
Cyprus	THRIFTY	33274, 10/14/92
Cyprus	THRIFTY	31996, 7/8/91
Cyprus	THRIFTY	31997, 7/8/91
Cyprus	THRIFTY Logo	31998, 7/8/91

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<u>Country</u>	<u>Mark</u>	<u>Registration Number and Issue Date (Application Number and filing date, for pending applications)</u>
Cyprus	THRIFTY Logo	31999, 7/8/91
Cyprus	THRIFTY Logo	33275, 2/1/93
Czech Republic	THRIFTY	165103, 6/4/82
Czech Republic	THRIFTY Logo	167168, 1/27/89
Denmark	THRIFTY	19851979, 7/7/79
Denmark	THRIFTY Logo	1241989, 1/13/89
Dominica	THRIFTY Logo	6/94, 1/10/92
Dominican Republic	THRIFTY Logo	46037, 1/20/89
Dominican Republic	THRIFTY Logo	46132, 1/20/89
Dominican Republic	THRIFTY RENT-A-CAR SYSTEM, INC.	26458, 6/15/89
Ecuador	THRIFTY Logo	1382/93, 11/16/88
Egypt	THRIFTY Logo w/ CAR RENTAL	69145, 8/16/89
El Salvador	THRIFTY	133 Book 47 1/17/97
El Salvador	THRIFTY Logo	E-417-95, 1/24/95 (pending)
European Trademark Community	BEST OF ALL, IT'S THRIFTY	472993, 2/18/97 (pending)
European Trademark Community	THRIFTY	120899, 4/1/96 (pending)
European Trademark Community	THRIFTY Logo	120865, 4/1/96 (pending)
Fiji	THRIFTY	16740, 10/29/85
Fiji	THRIFTY Logo	18848, 12/07/87
Finland	THRIFTY	78435, 3/15/91
Finland	THRIFTY Logo	103986, 5/5/89
France	THRIFTY	97/690853 8/7/97 (pending)
France	THRIFTY	1486792, 12/23/87
France	THRIFTY Logo	1400813, 3/27/97
Germany	THRIFTY	644326, 8/15/83
Germany	THRIFTY Logo	645728, 6/25/87
Germany	THRIFTY RENT-A-CAR SYSTEM, INC., TULSA	1041247, 11/29/82
Germany	THRIFTY TRAC Logo	1135749, 3/6/89
Greece	THRIFTY	135026 11/7/97 (pending)
Greece	THRIFTY	49561, 4/17/74
Greece	THRIFTY Logo	86144, 7/15/87
Grenada	THRIFTY Logo	115/1993, 11/11/93

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<u>Country</u>	<u>Mark</u>	<u>Registration Number and Issue Date (Application Number and filing date, for pending applications)</u>
Guatemala	THRIFTY	39728, 8/24/80
Guatemala	THRIFTY Logo	56419, 10/23/88
Haiti	THRIFTY Logo	5681, 1/28/88
Honduras	THRIFTY	8064/97 7/14/97 (pending)
Honduras	THRIFTY Logo	571, 12/7/87
Hong Kong	THRIFTY Logo	B2625/1992, 6/30/92
Hungary	THRIFTY	123419, 10/15/82
Hungary	THRIFTY Logo	126537, 9/30/87
Iceland	THRIFTY	297/1982, 11/12/82
Iceland	THRIFTY Logo	491/1987, 10/30/87
India	THRIFTY	481272, 11/18/87 (pending)
India	THRIFTY Logo w/Car Rental	481274, 11/18/87 (pending)
India	THRIFTY Logo w/ Car Rental	481275, 11/18/87 (pending on Part B of register)
India	THRIFTY Logo w/ Car Rental	481273, 11/18/87 (pending on Part B of register)
Indonesia	THRIFTY	246154, 2/10/89
Indonesia	THRIFTY Logo	246153, 2/10/89
Ireland	THRIFTY Logo	135440, 4/1/89
Ireland	THRIFTY Logo	151304, 4/19/91
Israel	THRIFTY Logo	65983, 5/18/89
Israel	THRIFTY CAR RENTAL	66849, 4/13/89
Italy	THRIFTY	640711, 12/27/94
Italy	THRIFTY	503892, 12/29/67
Italy	THRIFTY Logo	640712, 12/27/94
Italy	THRIFTY Logo	509145, 5/29/89
Jamaica	THRIFTY	16341, 11/03/75
Jamaica	THRIFTY	B16342, 11/3/75
Jamaica	THRIFTY Logo	23319, 6/8/92
Jamaica	THRIFTY Logo	22937, 6/8/92
Japan	THRIFTY Logo	3009226, 11/30/94
Japan	THRIFTY Logo (in Katakana)	2426226, 6/30/92
Japan	THRIFTY	2152249, 7/31/89

<u>Country</u>	<u>Mark</u>	Registration Number and Issue Date (Application Number and filing date, for <u>pending applications</u>)
Jordan	THRIFTY Logo	25733, 6/26/89
Kenya	THRIFTY	37065, 5/17/90
Kenya	THRIFTY	37066, 5/17/90
Kenya	THRIFTY Logo	37067, 5/17/90
Kenya	THRIFTY Logo	37068, 5/17/90
Kiribati	THRIFTY Logo	1167, 3/15/94
Kuwait	THRIFTY	15309, 12/27/94
Kuwait	THRIFTY	15310, 12/27/94
Kuwait	THRIFTY Logo	20475, 6/1/89
Kuwait	THRIFTY Logo	33097, 2/27/96 (pending)
Kuwait	THRIFTY Logo	33096, 2/27/96 (pending)
Kuwait	THRIFTY	33095, 2/27/96 (pending)
Lebanon	THRIFTY	62185, 12/22/93
Lebanon	THRIFTY Logo	62186, 12/22/93
Liechtenstein	THRIFTY Logo	7155, 7/13/87
Macao	THRIFTY	10445-M, 7/12/94
Macao	THRIFTY Logo	10446, 7/12/94
Macedonia	THRIFTY	z-1828/94, 8/9/94 (pending)
Macedonia	THRIFTY Logo	z-1820/94, 8/9/94 (pending)
Malaysia	THRIFTY Logo	87/03388, 8/3/87 (pending)
Malaysia	THRIFTY Logo	87/03389, 8/3/87 (pending)
Malta	THRIFTY	17817, 10/30/87
Malta	THRIFTY Logo	17818, 10/30/87
Mauritius	THRIFTY	A33 No. 350, 12/19/94
Mauritius	THRIFTY Logo	A33 No. 349, 12/19/94
Mexico	BEST OF ALL IT'S THRIFTY	289874 3/14/97 (pending)
Mexico	BEST OF ALL IT'S THRIFTY	289955 3/14/97 (pending)
Mexico	THRIFTY Logo w/ Car Rental	377361, 6/1/90
Monaco	THRIFTY RENT-A-CAR & Design (old)	829218, 6/28/82
Monaco	THRIFTY Logo	8711169, 5/11/87
Morocco	THRIFTY	52620, 11/29/93
Morocco	THRIFTY Logo	52619, 11/29/93

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<u>Country</u>	<u>Mark</u>	<u>Registration Number and Issue Date (Application Number and filing date, for pending applications)</u>
Nicaragua	THRIFTY	97-02093 6/26/97 (pending)
Nicaragua	THRIFTY Logo	97-02094 6/26/97 (pending)
Nepal	THRIFTY	7620/047, 9/22/90
Nepal	THRIFTY Logo	7619/047, 9/22/90
Netherland Antilles	THRIFTY	15655, 1/2/90
Netherland Antilles	THRIFTY Logo	15654, 1/2/90
New Zealand	THRIFTY	B181985, 11/18/93
New Zealand	THRIFTY Logo	B168325, 2/21/94
New Zealand	THRIFTY Logo	B168326, 2/21/94
New Zealand	THRIFTY Logo	B181986, 11/18/93
New Zealand	THRIFTY RENT-A-CAR & Design (old)	B156809, 2/1/85
New Zealand	THRIFTY RENT-A-CAR Logo	B156808, 2/1/85
North Yemen	THRIFTY Logo	1594, 12/17/90
Norway	THRIFTY Logo (Color)	134150, 11/10/88
Oman	THRIFTY	1149, 2/20/94
Oman	THRIFTY Logo	1148, 2/20/94
Pakistan	THRIFTY	98473, 5/12/88
Pakistan	THRIFTY	98472, 6/18/90
Pakistan	THRIFTY Logo	98474, 6/18/90
Pakistan	THRIFTY Logo	98475, 7/21/94
Panama	THRIFTY	074708, 6/5/96
Panama	THRIFTY Logo	074707, 6/5/96
Papua New Guinea	THRIFTY	B55453, 3/15/94
Papua New Guinea	THRIFTY Logo	B55454, 3/21/94
Peru	THRIFTY	4712, 7/24/95
Peru	THRIFTY Logo	4644, 7/17/95
Philippines	THRIFTY Logo	51586, 10/7/91
Poland	THRIFTY Logo	62917, 4/18/89
Poland	THRIFTY	59566, 00/31/84
Portugal	THRIFTY	212799, 1/10/89
Portugal	THRIFTY Logo	240174, 6/6/91
Puerto Rico	THRIFTY Logo	7837, 3/24/92

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<u>Country</u>	<u>Mark</u>	<u>Registration Number and Issue Date (Application Number and filing date, for pending applications)</u>
Puerto Rico	THRIFTY	8,131, 12/24/94
Qatar	THRIFTY	7271, 4/27/93
Qatar	THRIFTY Logo	7272, 4/27/93
Ras Al Khaima	THRIFTY	6232, 12/26/89
Ras Al Khaimah	THRIFTY Logo	6387, 4/18/90
Romania	THRIFTY	R 12569, 7/30/92
Romania	THRIFTY Logo	14603, 1/30/89
Saudi Arabia	BEST OF ALL IT'S THRIFTY	38214 3/29/97 (pending)
Saudi Arabia	THRIFTY Logo	236/72, 5/5/91
Seychelles	THRIFTY	3770 2/8/96
Seychelles	THRIFTY Logo	3769 2/8/96
Singapore	THRIFTY	B1473/91 3/1/97
Singapore	THRIFTY	1592/83, 3/28/83
Singapore	THRIFTY Logo	3613/87, 7/29/87
Singapore	THRIFTY Logo	1472/91, 3/1/91
Slovak Republic	THRIFTY	165103, 6/4/82
Slovak Republic	THRIFTY Logo	167168, 1/27/89
Slovenia	THRIFTY	(pending)
Solomon Islands	THRIFTY Logo	1299782 (pending)
South Africa	THRIFTY	78/5890, 8/15/80
South Africa	THRIFTY Logo	87/1986, 8/14/89
South Africa	THRIFTY	09615556, 10/31/96 (pending)
South Korea	THRIFTY Logo	8271, 6/30/88
South Korea	THRIFTY Logo (old)	2151, 11/5/79
South Yemen	THRIFTY	2153, 1/2/95 (pending)
South Yemen	THRIFTY Logo	2241, 2/7/95 (pending)
Spain	THRIFTY	895393, 12/14/79
Spain	THRIFTY Logo	1185993, 3/16/88
Sri Lanka	THRIFTY	55648, 5/23/95
Sri Lanka	THRIFTY Logo	55649, 4/26/93
St. Kitts	THRIFTY Logo	S1 of 1995, 1/10/92
St. Lucia	THRIFTY Logo	TM1/1994, 1/13/94

<u>Country</u>	<u>Mark</u>	Registration Number and Issue Date (Application Number and filing date, for <u>pending applications</u>)
Sudan	THRIFTY	24299, 2/17/97
Sudan	THRIFTY Logo	24298, 2/17/97
Sweden	THRIFTY	167692, 5/11/79
Sweden	THRIFTY Logo (Color)	209535, 3/11/88
Switzerland	THRIFTY Logo	364013, 11/10/88
Switzerland	THRIFTY Logo	408624, 3/17/94
Syria	THRIFTY	Appl. Date 1/11/94
Syria	THRIFTY Logo	Appl. Date 1/11/94
Taiwan	THRIFTY (Chinese Characters)	59417, 11/1/92
Taiwan	THRIFTY Logo	27573, 1/16/88
Thailand	THRIFTY	TM6201(was 85758) 10/15/83
Thailand	THRIFTY Logo	116578, 4/25/88
Tonga	THRIFTY Logo	1412, 5/24/93
Trinidad & Tobago	THRIFTY	19818, 5/23/91
Trinidad & Tobago	THRIFTY	19817, 1/11/94 (pending)
Trinidad & Tobago	THRIFTY Logo	19819, 1/11/94 (pending)
Trinidad & Tobago	THRIFTY Logo	19816, 5/24/91
Tunisia	THRIFTY	EE931153, 11/26/93
Tunisia	THRIFTY Logo	EE931154, 11/26/93
Turkey	THRIFTY	3002 1/20/97 (pending)
Turkey	THRIFTY Logo	3003 1/20/97 (pending)
Turkey	THRIFTY	160875, 4/7/95
Turkey	THRIFTY Logo	110543, 2/3/89
Turks & Caicos	THRIFTY	10721, 12/4/92
Turks & Caicos	THRIFTY	10722, 12/4/92
Turks & Caicos	THRIFTY Logo	10720, 12/4/92
Turks & Caicos	THRIFTY Logo	10723, 12/4/92
United Arab Emirates	THRIFTY	5103, 11/1/93
United Arab Emirates	THRIFTY Logo	3731, 12/1/93 (pending)
United Kingdom	THRIFTA	B941821, 7/10/92
United Kingdom	THRIFTY Logo	1487435, 1/10/92

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<u>Country</u>	<u>Mark</u>	Registration Number and Issue Date (Application Number and filing date, for <u>pending applications</u>)
United Kingdom	THRIFTY Logo	B1299782, 10/1/86
United States	1-800-FOR CARS	1323946, 3/5/85
United States	1-888-FOR CARS	74/650751 3/23/95 (pending)
United States	BEST OF ALL, IT'S THRIFTY	75/086497 4/11/96 (pending)
United States	BLUE CHIP EXPRESS RENTAL PROGRAM	10/20/97 (pending) → 75/376105
United States	BLUE CHIP logo	75/245413 2/21/97 (pending)
United States	BLUE PRIDE	75/086864 4/10/96 (pending)
United States	DRIVEWISE	75/251882, 3/4/97
United States	FASTCLASS	927924, 1/25/72
United States	FEEL THE QUALITY. ENJOY THE SAVINGS & DESIGN	1280948, 6/5/84
United States	HISTORICALLY KNOWN FOR LOW RATES	2,076,242 7/1/97
United States	MISS THRIFTY	840196, 12/5/67
United States	NEIGHBORS TOGETHER & DESIGN	2,062,058, 5/13/97
United States	TARC & Design	1710453, 8/25/92
United States	TARTAN	1188114, 1/26/82
United States	THE COLOR BLUE	75/193,074, 10/31/96 (pending)
United States	THE NO SMOKING CAR	1323946, 3/5/85
United States	THE SMOKER'S CAR	1388689, 4/1/86
United States	THRIFTY (38)	75/163690, 9/10/96 (pending)
United States	THRIFTY (42)	75/163475, 9/10/96 (pending)
United States	THRIFTY (42)	75/123375, 6/21/96 (pending)
United States	THRIFTY (39)	880666, 11/11/69
United States	THRIFTY (39)	986155, 6/11/74
United States	THRIFTY (39)	816350, 10/4/66
United States	THRIFTY & Design	1570141, 12/5/89
United States	THRIFTY & Design	1570142, 12/5/89
United States	THRIFTY & Design	1570143, 12/5/89
United States	THRIFTY Elongate Blue	75/015380, 11/6/95 (pending)
United States	THRIFTY CAR RENTAL & Design	1566277, 11/14/89
United States	THRIFTY CAR RENTAL & Design	1570144, 12/5/89
United States	THRIFTY CAR RENTAL & Design	1572308, 12/19/89

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<u>Country</u>	<u>Mark</u>	<u>Registration Number and Issue Date (Application Number and filing date, for pending applications)</u>
United States	THRIFTY RENT A CAR & Design	1000816, 12/31/74
United States	THRIFTY RENT-A-CAR INTERNATIONAL & Design	988081, 7/9/74
United States	THRIFTY RENT-A-CAR SYSTEM & Design	774288, 7/28/64
United States	TOGETHER NEIGHBORS CAN PERFORM MIRACLES	2,100,043, 9/23/97
United States	TRAC	1267387, 2/14/84
United States	TRUE BLUE PRIDE	75/257739, 3/14/97 (pending)
United States	WINGS AND WHEELS	1341511, 6/11/85
United States	ZT ON-LINE	1734743, 11/24/92
Uruguay	THRIFTY Logo	216852, 10/5/88
Uzbekistan	THRIFTY	3468, 7/26/93
Uzbekistan	THRIFTY Logo	3469 7/26/93
Vanuatu	THRIFTY Logo	690, 10/9/92
Venda	THRIFTY	78/5890, 12/7/88
Venezuela	THRIFTY Logo	141802, 3/4/91
Venezuela	THRIFTY RENT-A-CAR SYSTEM, INC.	16710D, 6/2/82
Western Samoa	THRIFTY	2500, 10/23/89
Western Samoa	THRIFTY	2501, 10/23/89
Western Samoa	THRIFTY Logo	2502, 12/4/89
Western Samoa	THRIFTY Logo	2503, 12/4/89
Yemen, Republic of	THRIFTY	797,209 9/25/97 (pending)
Yemen, Republic of	THRIFTY Logo	1594 12/17/90
Yemen Arab Republic	THRIFTY Logo	1594, 9/13/97
Yugoslavia	THRIFTY	28744, 5/31/86
Yugoslavia	THRIFTY Logo	32510, 11/11/88
Zimbabwe	THRIFTY	74/97, 1/21/97 (pending)

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