

02-02-1999

Form PTO-1594

(Rev 6-93)



IEET

U.S. Department of Commerce

Y

Patent and Trademark Office

To the Honorable Commiss

100954529

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Thrifty, Inc.
5310 East 31st Street
Tulsa, Oklahoma 74135

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name

Other: Trademarks currently encumbered pursuant to Security Agreement dated December 23, 1997

Execution Date: December 31, 1998 (Security Agreement)

2. 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 Bank

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):

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

A. Trademark Application No.(s)

See Attached List

B. Trademark No.(s)

See Attached List

..... 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, NW

Suite 3900

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 36

7. Total fee (37 CFR 3.41): \$915.00

Enclosed (Check No. 16354)

Authorized to be charged to deposit account

8. Deposit account number:

915E

(Attach 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.

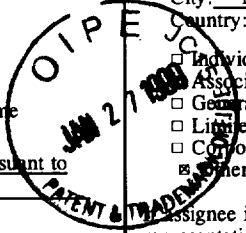
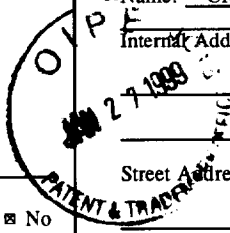
Nora A. Whitescarver
Name of Person Signing

Nora A. Whitescarver
Signature

January 27, 1999
Date

Total number of pages comprising cover sheet and document attachments: 12

1-27-99



02/01/1999 SBURNS 00000231 75245413

01 FC:481 40.00 OP
02 FC:482 875.00 OP

TRADEMARKS OF THRIFTY, INC.
Registrations

Country	Marks	Current Reg. No.	Current Reg. Date
United States	1-800-FOR-CARS	1,974,685	21MY1996
United States	BEST OF ALL, IT'S THRIFTY	2,126,195	30DE1997
United States	BLUE PRIDE	2,184,525	25AU1998
United States	FASTCLASS	927,924	25JA1992
United States	HISTORICALLY KNOWN FOR LOW RATES	2,076,242	01JL1997
United States	MISS THRIFTY	840,196	05DE1987
United States	NEIGHBORS TOGETHER & DESIGN	2,062,058	13MY1997
United States	TARC & DESIGN	1,710,453	25AU1992
United States	THE NO SMOKING CAR	1,323,946	05MR1985
United States	THRIFTY	880,666	11NO1989
United States	THRIFTY & DESIGN	1,570,143	05DE1989
United States	THRIFTY & DESIGN (BLUE)	1,570,142	05DE1989
United States	THRIFTY & DESIGN (COLOR)	1,570,141	05DE1989
United States	THRIFTY (39)	986,155	11JE1994
United States	THRIFTY (39)	816,350	04OC1986
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United States	THRIFTY CAR RENTAL & DESIGN	1,572,308	19DE1989
United States	THRIFTY CAR RENTAL & DESIGN (BLUE)	1,570,144	05DE1989
United States	THRIFTY RENT A CAR & DESIGN	1,000,816	31DE1994
United States	THRIFTY RENT A CAR INTERNATIONAL & DESIGN	998,081	09JL1994
United States	THRIFTY RENT-A-CAR SYSTEM & DESIGN	774,288	28JL1984
United States	TOGETHER NEIGHBORS CAN PERFORM MIRACLES	2,100,043	23SE1997
United States	ZT ON-LINE	1,734,743	24NO1992

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Applications

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United States	BLUE CHIP & DESIGN	75/245,413	21FE1997
United States	BLUE CHIP EXPRESS RENTAL PROGRAM	75/376,105	20OC1997
United States	DRIVEWISE	75/251,882	04MR1997
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United States	HONEYMOON DISASTERS	75/376,104	20OC1997
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United States	THE COLOR BLUE USED ON BUILDINGS	75/377,453	22OC1997
United States	THE COLOR BLUE USED ON VEHICLES	75/377,466	22OC1997
United States	THRIFTY	75/163,690	10SE1996
United States	THRIFTY	75/163,475	10SE1996
United States	THRIFTY & DESIGN	75/446,465	09MR1998
United States	THRIFTY & DESIGN ELONGATE BLUE	75/015380	06NO1995
United States	TRUE BLUE PRIDE	75/257,739	14MR1997

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 31, 1998, is made between THRIFTY, 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 "Borrowers", and each, individually, a "Borrower"), 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 extended Commitments to make Credit Extensions to the Borrowers;

WHEREAS, the Parent, through a newly formed Wholly Owned Subsidiary, Thrifty Car Sales, Inc., an Oklahoma corporation ("Thrifty Car Sales"), desires to franchise businesses in the United States and Canada to sell new and used vehicles;

WHEREAS, the Parent formed the Grantor to own all the Capital Stock of Thrifty Car Sales;

WHEREAS, the Parent desires to transfer the Capital Stock of Thrifty to the Grantor such that following such transfer, the Grantor will own all of the Capital Stock of Thrifty and Thrifty Car Sales;

WHEREAS, Thrifty granted the Administrative Agent a security interest in the Trademark Collateral (as defined herein) pursuant to a Trademark Security Agreement dated as of December 23, 1997, between Thrifty and the Administrative Agent (the "Original Trademark Security Agreement") (the Lien created by such grant being hereinafter referred to as the "Existing Lien");

WHEREAS, Thrifty desires to transfer its rights to the Trademark Collateral to the Grantor subject to the Existing Lien of the Administrative Agent;

WHEREAS, the Borrowers have requested that the Lenders and the Administrative Agent amend certain provisions of the Credit Agreement pursuant to Amendment No. 2 to Credit Agreement, dated as of December 31, 1998 (the "Second Amendment"; the Credit Agreement as amended by the Second Amendment, the "Amended Credit Agreement"), among the Borrowers, the Administrative Agent and the Lenders, which, among other things, amends the Credit Agreement to reflect the transactions outlined in the preceding five paragraphs;

WHEREAS, in connection with the Second Amendment, the Grantor has executed and delivered a Supplement dated of even date herewith, (the "Supplement") to a certain Security Agreement, dated as of December 23, 1997 (together with the Supplement, and as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the delivery of the Second Amendment, the Grantor is required to execute and deliver this Agreement confirming the grant to the Administrative Agent of a continuing security interest in all of the Trademark Collateral granted pursuant to the Original Trademark Security Agreement to secure all Secured Obligations;

WHEREAS, the Existing Lien continues unimpaired with the same priority to secure payment of all Secured Obligations, whether heretofore or hereafter incurred, and the execution, delivery, effectiveness and performance of this Agreement will not adversely affect the ability of the Administrative Agent to realize upon the Existing Lien;

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 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 Amended 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 continue to make Credit Extensions to the Borrowers pursuant to the Amended 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 Amended Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Amended 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, INC., an Oklahoma corporation

By *Pamela S. Peck*
Name: *Pamela S. Peck*
Title: *Treasurer*

CREDIT SUISSE FIRST BOSTON, as
Administrative Agent

By _____
Name:
Title:


By _____
Name:
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.

THRIFTY, INC., an Oklahoma corporation

By _____
Name:
Title:

CREDIT SUISSE FIRST BOSTON, as
Administrative Agent

By 
Name: THOMAS G. MUOIO
Title: VICE PRESIDENT

By 
Name: DOUGLAS E. MAHER
Title: VICE PRESIDENT

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
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See Annex I

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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See Annex II

Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
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None.

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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