

04-28-2004



102731446
TRADEMARKS ONLY

Form PTO-1594
(Rev 6-93)

U.S. Department of Commerce
Patent and Trademark Office

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

4-23-04

<p>1. Name of conveying party(ies): THRIFTY, INC.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>April 1, 2004</u></p>	<p>2. Name and address of receiving party(ies): Name: <u>CREDIT SUISSE FIRST BOSTON, as Administrative Agent</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>Eleven Madison Avenue, 5th Floor</u> City: <u>New York</u> State: <u>New York</u> ZIP: <u>10010</u></p> <p>Country: <u>U.S.A.</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation _____ <input checked="" type="checkbox"/> Other <u>Bank</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p> <p>Additional name(s) & Address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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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 _____

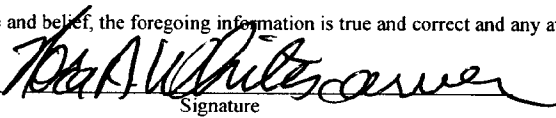
A. Trademark Application No.(s) <u>See attached</u>	B. Trademark No.(s) <u>See attached</u>
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Additional numbers attached Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Nora A. Whitescarver</u> Internal Address: <u>Maver Brown, Rowe & Maw LLP</u> Street Address: <u>1909 K Street, NW</u> City: <u>Washington</u> State: <u>DC</u> ZIP: <u>20006</u></p>	<p>6. Total number of applications and trademarks involved: <u>55</u></p> <p>7. Total fee (37 CFR 3.41): <u>\$1390.00</u> <input checked="" type="checkbox"/> Enclosed (Check No. 3076) <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)</p>
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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  April 23, 2004
Name of Person Signing Signature Date

Total number of pages comprising cover sheet and document attachments: 15

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01 FC:8521
02 FC:8522

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TRADEMARK
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ATTACHMENT A TO THRIFTY, INC. TRADEMARK SECURITY AGREEMENT

THRIFTY, INC. CASES BY COUNTRY
UNITED STATES

MARK	OWNER	CTRY	APP NO.	REG NO.	DKT NO.
1-800-FOR-CARS	Thrifty, Inc.	United States	74/600,472	1,974,685	70942-0264
1-800-THRIFTY	Thrifty, Inc.	United States	75/802,728	2,375,277	70942-0393
1-877-BUY-BLUE	Thrifty, Inc.	United States	76/343,137	2,609,786	70942-0499
A LIVING BEAGLE (TRUE BLUE)	Thrifty, Inc.	United States	76/515,719		70942-0536
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BLUE CHIP & DESIGN	Thrifty, Inc.	United States	75/245,413	2,237,403	70942-0268
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BLUE RIBBON	Thrifty, Inc.	United States	76/203,613		70942-0462
CLICK AND SAVE	Thrifty, Inc.	United States	76/187,579	2,743,243	70942-0460
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CONNECT THE DOTS	Thrifty, Inc.	United States	76/219,610		70942-0479
DRIVE YOUR BUSINESS TO THE HIG	Thrifty, Inc.	United States	75/892,748	2,611,304	70942-0405
DRIVEWISE	Thrifty, Inc.	United States	75/251,882	2,232,776	70942-0270
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THE COLOR BLUE USED ON BUILDING	Thrifty, Inc.	United States	75/377,453	2,608,362	70942-0005
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THRIFTY	Thrifty, Inc.	United States	75/163,690	2,427,743	70942-0281
THRIFTY	Thrifty, Inc.	United States	75/163,475	2,427,742	70942-0282
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THRIFTY & DESIGN	Thrifty, Inc.	United States	73/629,578	1,570,143	70942-0289
THRIFTY & DESIGN	Thrifty, Inc.	United States	75/446,465	2,240,661	70942-0008
THRIFTY & DESIGN (BLUE)	Thrifty, Inc.	United States	73/629,577	1,570,142	70942-0288
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THRIFTY CAR RENTAL & DESIGN	Thrifty, Inc.	United States	73/629,579	1,572,308	70942-0293
THRIFTY CAR RENTAL & DESIGN (B	Thrifty, Inc.	United States	73/629,581	1,570,144	70942-0292
THRIFTY CAR RENTAL ON A BLUE B	Thrifty, Inc.	United States	76/105,373	2,575,433	70942-0449

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THRIFTY UNIVERSITY	Thrifty, Inc.	United States	76/455,117	2,805,641	70942-0522
THRIFTY&DESIGN	Thrifty, Inc.	United States	76/039,687	2,477,739	70942-0423
THRIFTY.COM LOGO	Thrifty, Inc.	United States	76/143,018	2,580,130	70942-0450
TRUE BLUE	Thrifty, Inc.	United States	75/931,721	2,428,452	70942-0404
TRUE BLUE	Thrifty, Inc.	United States	76/508,775		70942-0533
TRUE BLUE PRIDE	Thrifty, Inc.	United States	75/257,739	2,227,162	70942-0003
HISTORICALLY KNOWN FOR LOW RATES	Thrifty, Inc.	United States	74/710,966	2,076,242	70942-0273
TOGETHER NEIGHBORS CAN PERFORM MIRACLES	Thrifty, Inc.	United States	75/001,036	2,100,043	70942-0297
BEST OF ALL, IT'S THRIFTY	Thrifty, Inc.	United States	74/086,487	2,126,195	70942-0266
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 1, 2004, 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 Third Amended and Restated Credit Agreement, dated as of April 1, 2004, amending and restating in its entirety the Second Amended and Restated Credit Agreement, dated as of December 6, 2002 (as so amended and restated, and together with all amendments, supplements, amendments and restatements and other modifications, from time to time thereafter made thereto, the "Credit Agreement"), among the Borrower Grantors, the various financial institutions as are, or may from time to time become, parties thereto (each, individually, a "Lender", and collectively, the "Lenders"), the Administrative Agent, The Bank of Nova Scotia ("Scotia Capital"), as the syndication agent, Credit Suisse First Boston, as the sole bookrunner, Dresdner Bank AG, New York and Grand Cayman Branches, as the documentation agent, and Credit Suisse First Boston and Scotia Capital as the co-arrangers, 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 an Amended and Restated Security Agreement, dated as of April 1, 2004 (amending and restating that certain Security Agreement, dated as of December 23, 1997 (as in effect immediately prior to the date hereof, the "Original Security Agreement")) (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, 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 and maintained 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 and maintain Credit Extensions to the Borrower Grantors pursuant to the Credit Agreement and to induce the Secured Parties to enter into Rate Protection Agreements, 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.

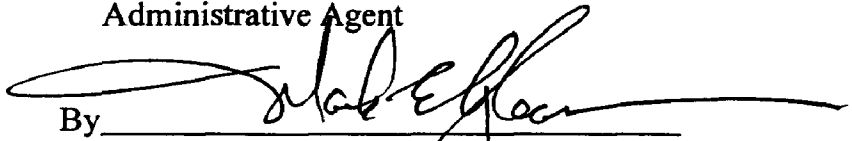
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of an original executed counterpart of this 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.

By *Pamela S. Peck*
Pamela S. Peck
Treasurer

CREDIT SUISSE FIRST BOSTON, as
Administrative Agent

By 

Name: MARK E. GLEASON
Title: DIRECTOR

By 

Name: JOSHUA PARRISH
Title: ASSOCIATE

Item A. Trademarks

Registered Trademarks

*Country Trademark Registration No. Registration Date

See attached list (Attachment A)

Pending Trademark Applications

*Country Trademark Serial No. Filing Date

See attached list (Attachment A)

Trademark Applications in Preparation

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

None

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.

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CANADA

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1-800-FOR-CARS	Thrifty, Inc.	Canada	830057	TMA495867	70942-0046
ALL-IN VACATION	Thrifty, Inc.	Canada	853698	TMA497734	70942-0048
BEST OF ALL, ITS THRIFTY	Thrifty, Inc.	Canada	832426	TMA502780	70942-0049
BLUE CHIP & DESIGN (WITH SHADO	Thrifty, Inc.	Canada	842006	TMA525,536	70942-0050
HISTORICALLY KNOWN FOR LOW RAT	Thrifty, Inc.	Canada	806442	TMA478455	70942-0051
LE WEEK-END TOUT COMPRIS	Thrifty, Inc.	Canada	808672	TMA473264	70942-0052
NEIGHBORS TOGETHER & DESIGN	Thrifty, Inc.	Canada	806441	TMA472957	70942-0053
SMART BIZ	Thrifty, Inc.	Canada	1,208,666		70942-00580
TARC & DESIGN	Thrifty, Inc.	Canada	687819	TMA409131	70942-0334
TEAM SPIRIT - ESPRIT D'EQUIPE	Thrifty, Inc.	Canada	884542	TMA532,928	70942-0349
THE ALL-IN-WEEKEND	Thrifty, Inc.	Canada	807802	TMA483650	70942-0047
THE NO SMOKING CAR & DESIGN	Thrifty, Inc.	Canada	595242	TMA369875	70942-0333
THRIFTY	Thrifty, Inc.	Canada	310192	TMA159645	70942-0054
THRIFTY	Thrifty, Inc.	Canada	1,007,959	TMA565,653	70942-0369
THRIFTY & DESIGN (COLOR)	Thrifty, Inc.	Canada	1,133,035		70942-0514
THRIFTY	Thrifty, Inc.	Canada	840991	TMA498274	70942-0056
THRIFTY CAR RENTAL	Thrifty, Inc.	Canada	681426	TMA401708	70942-0362
THRIFTY LOCATION D'AUTOS	Thrifty, Inc.	Canada	595241	TMA361194	70942-0057
THRIFTY LOGO	Thrifty, Inc.	Canada	580623	TMA372222	70942-0055

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THRIFTY, INC. CASES BY COUNTRY

IRAQ

MARK	OWNER	CTRY	APP NO.	REG NO.	DKT NO.
THRIFTY (WORD)	Thrifty, Inc.	Iraq	45013		70942-0558