



01-28-2004



102731444

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.

1. Name of conveying party(ies):

DOLLAR RENT A CAR, INC.

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

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

3. Nature of conveyance:

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

Execution Date: April 1, 2004

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

Name: CREDIT SUISSE FIRST BOSTON, as Administrative Agent

Internal Address: \_\_\_\_\_

Street Address: Eleven Madison Avenue, 5<sup>th</sup> Floor

City: New York State: New York ZIP: 10010

Country: U.S.A.

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Bank

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):

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

B. Trademark No.(s)

See attached

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, Rowe & Maw LLP

Street Address: 1909 K Street, NW

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 34

7. Total fee (37 CFR 3.41): \$865.00

Enclosed (Check No. 3077)

Authorized to be charged to deposit account

8. Deposit account number:

(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

Signature

April 23, 2004  
Date

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

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01 FC:8521  
02 FC:8522

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TRADEMARK  
REEL: 002960 FRAME: 0431

**ATTACHMENT A TO DOLLAR RENT A CAR, INC. TRADEMARK SECURITY AGREEMENT**

**DOLLAR RENT A CAR, INC. CASES BY COUNTRY  
UNITED STATES**

<b>MARK</b>	<b>OWNER</b>	<b>COUNTRY</b>	<b>APP NO.</b>	<b>REG NO.</b>	<b>DKT NO.</b>
<b>ALWAYS OUR LOWEST RATES</b>	Dollar Rent A Car, Inc.	United States	76/558,583		71150-0945
<b>BUSINESS PLUS</b>	Dollar Rent A Car, Inc.	United States	76/329,154	2,662,569	71150-0799
<b>CUSTOMER FIRST</b>	Dollar Rent A Car, Inc.	United States	75/779,869	2,714,829	71150-0722
<b>DOLLAR</b>	Dollar Rent A Car, Inc.	United States	75/126,035	2,170,106	71150-0667
<b>DOLLAR</b>	Dollar Rent A Car, Inc.	United States	74/402,731	1,825,518	71150-0011
<b>DOLLAR</b>	Dollar Rent A Car, Inc.	United States	73/691,617	1,492,628	71150-0007
<b>DOLLAR</b>	Dollar Rent A Car, Inc.	United States	72/403,630	948,360	71150-0002
<b>DOLLAR</b>	Dollar Rent A Car, Inc.	United States	75/626,483	2,326,037	71150-0686
<b>DOLLAR &amp; DESIGN (B&amp;W)</b>	Dollar Rent A Car, Inc.	United States	74/161,770	1,782,238	71150-0010
<b>DOLLAR &amp; DESIGN (B&amp;W)</b>	Dollar Rent A Car, Inc.	United States	75/126,237	2,182,755	71150-0015
<b>DOLLAR &amp; DESIGN (Color)</b>	Dollar Rent A Car, Inc.	United States	74/161,769	1,768,245	71150-0009
<b>DOLLAR &amp; DESIGN (Color)</b>	Dollar Rent A Car, Inc.	United States	74/402,732	1,826,644	71150-0012
<b>DOLLAR &amp; DESIGN (Color)</b>	Dollar Rent A Car, Inc.	United States	75/126,242	2,245,294	71150-0665
<b>DOLLAR (Stylized)</b>	Dollar Rent A Car, Inc.	United States	73/687,371	1,493,576	71150-0008
<b>DOLLAR EXPRESS</b>	Dollar Rent A Car, Inc.	United States	78/379,451		71150-0982
<b>DOLLAR EXPRESS LOGO</b>	Dollar Rent A Car, Inc.	United States	78/388,369		71150-0983
<b>DOLLAR EXPRESS RENTER REWARDS</b>	Dollar Rent A Car, Inc.	United States	78/379,461		71150-0984
<b>DOLLAR MAKES SENSE.</b>	Dollar Rent A Car, Inc.	United States	75/067,836	2,024,146	71150-0023
<b>DOLLAR NAVIGATOR</b>	Dollar Rent A Car, Inc.	United States	76/163,582	2,583,652	71150-0763

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MARK	OWNER	COUNTRY	APP. NO.	REG. NO.	DKT NO.
DOLLAR RENT A CAR	Dollar Rent A Car, Inc.	United States	75/148,667	2,110,019	71150-0016
DOLLAR RENT A CAR & DESIGN (CO	Dollar Rent A Car, Inc.	United States	75/156,741	2,079,330	71150-0017
DOLLAR TOURS	Dollar Rent A Car, Inc.	United States	74/450,250	1,979,995	71150-0019
DOLLAR TRAVEL	Dollar Rent A Car, Inc.	United States	75/621,465	2,392,236	71150-0689
DOLLAR.COM & DESIGN	Dollar Rent A Car, Inc.	United States	76/558,390		71150-0944
EXPRESS RATES	Dollar Rent A Car, Inc.	United States	76/268,346	2,588,141	71150-0790
FASTLANE	Dollar Rent A Car, Inc.	United States	75/209,226	2,259,767	71150-0028
FASTLANE & DESIGN	Dollar Rent A Car, Inc.	United States	75/701,718	2,335,857	71150-0691
GREAT DRIVES	Dollar Rent A Car, Inc.	United States	74/685,653	2,023,133	71150-0024
HOME OF OUR LOWEST RATES	Dollar Rent A Car, Inc.	United States	78/375,332		71150-0979
OUR CARS WORK WHEN YOURS WON'T	Dollar Rent A Car, Inc.	United States	76/268,345	2,525,162	71150-0784
QUICK KEYS	Dollar Rent A Car, Inc.	United States	74/526,743	1,989,455	71150-0020
RIGHT ON THE AIRPORT. RIGHT ON	Dollar Rent A Car, Inc.	United States	74/392,895	1,823,254	71150-0018
SILVER DOLLAR CLUB	Dollar Rent A Car, Inc.	United States	75/209,644	2,209,577	71150-0027
TRAVEL AGENT THANK YOU AWARDS	Dollar Rent A Car, Inc.	United States	75/621,464	2,297,163	71150-0690

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 1, 2004, is made between DOLLAR RENT A CAR, 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.

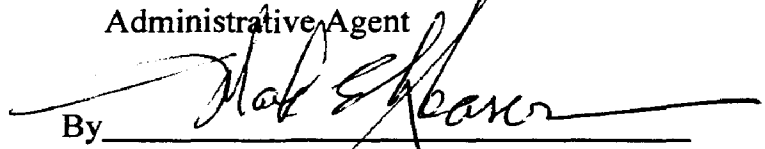
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by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

DOLLAR RENT A CAR, 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

* <u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
Libya	Dollar Logo	71150-0956		
Libya	Dollar Logo Black & White	71150-0957		
Iraq	Dollar	71150-0954		
Iraq	Dollar Logo (Black & White)	71150-0955		

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

\* 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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QUICK KEYS	Dollar Rent A Car, Inc.	United States	74/526,743	1,989,455	71150-0020
RIGHT ON THE AIRPORT. RIGHT ON	Dollar Rent A Car, Inc.	United States	74/392,895	1,823,254	71150-0018
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TRAVEL AGENT THANK YOU AWARDS	Dollar Rent A Car, Inc.	United States	75/621,464	2,297,163	71150-0690

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DOLLAR RENT A CAR, INC. CASES BY COUNTRY

CANADA

MARK	OWNER	COUNTRY	APP NO.	REG NO.	DKT NO.
ALWAYS OUR LOWEST RATES	Dollar Rent A Car, Inc.	Canada	1207533		71150-00977
DOLLAR RENT-A-CAR SYSTEMS	Dollar Rent A Car, Inc.	Canada	441667	TMA250360	71150-0097
DOLLAR	Dollar Rent A Car, Inc.	Canada	354605	TMA191711	71150-0096
DOLLAR & DESIGN	Dollar Rent A Car, Inc.	Canada	682475	TMA442972	71150-0100
DOLLAR & DESIGN (Color)	Dollar Rent A Car, Inc.	Canada	682478	TMA442973	71150-0099
DOLLAR RENT A CAR & DESIGN (CO	Dollar Rent A Car, Inc.	Canada	700044	TMA457497	71150-0101
DOLLAR RENT-A-CAR SYSTEMS	Dollar Rent A Car, Inc.	Canada	441667	TMA250360	71150-0097
DOLLAR TOURS	Dollar Rent A Car, Inc.	Canada	739459	TMA437384	71150-0098
EURODOLLAR	Dollar Rent A Car, Inc.	Canada	757850	TMA449872	71150-0470
EURODOLLAR RENT A CAR & DESIGN	Dollar Rent A Car, Inc.	Canada	839870	TMA497057	71150-0471
EURODOLLAR RENT A CAR & DESIGN	Dollar Rent A Car, Inc.	Canada	839869	TMA496481	71150-0472
EUROPE ON WHEELS	Dollar Rent A Car, Inc.	Canada	667684	TMA411073	71150-0642
HOME OF OUR LOWEST RATES	Dollar Rent A Car, Inc.	Canada	1208193		71150-00980
NOS MEILLEURS TARIFS EN TOUT TEMP	Dollar Rent A Car, Inc.	Canada	1208027		71150-00978

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