

6-21-01  
Tab settings



101755299

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

1. Name of conveying party(ies): **Alamo Rent-a-Car Management, LP**

- Individual(s)                       Association
- General Partnership               Limited Partnership (DE)
- Corporation-State
- Other \_\_\_\_\_

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

3. Nature of conveyance:

- Assignment                               Merger
- Security Agreement                   Change of Name
- Other Conditional Assignment of and Security Interest in Trademark Rights

Execution Date: May 1, 2001

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

Name: **Lehman Commercial Paper Inc., as Administrative Agent**

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

Street Address: 3 World Financial Center

City: New York State: NY ZIP: 10285

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State New York
- Other \_\_\_\_\_

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

(Designation must be a separate document from Assignment)

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

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

A. Trademark Application No.(s) **75/863,722 ; 76/150,241  
76/150,187 ; 75/789,172  
76/150,189 ; 75/911,800 ; 75/911,811**

B. Trademark Registration No.(s) **2,427,041 ; 2,427,040  
2,405,024 ; 2,368,891**

Additional numbers attached?  Yes  No

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

Name: Robyn Greenberg, Esq.

Internal Address: Simpson Thacher & Bartlett

2001 STON... 00000083 75011721

1401 40.00 DP

150 250.00 DP

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41): ..... \$290.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attached 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.

Robyn Greenberg, Esq.  
Name of Person Signing

*Robyn Greenberg*  
Signature

6/20/01  
Date

Total number of pages comprising cover sheet: 8

CONDITIONAL ASSIGNMENT OF AND  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS ("Conditional Assignment"), dated as of May 1, 2001, is made by ALAMO RENT-A-CAR MANAGEMENT, LP, a Delaware limited partnership (the "Obligor"), in favor of LEHMAN COMMERCIAL PAPER INC., as administrative agent (in such capacity, the "Administrative Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Amended and Restated Credit Agreement, dated as of June 30, 2000 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among ANC RENTAL CORPORATION, a Delaware corporation and parent of Obligor ("Borrower"), the Lenders, LEHMAN BROTHERS INC., as advisor, lead arranger and book manager, the Administrative Agent and LEHMAN COMMERCIAL PAPER INC., as syndication agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement and the Guarantee and Collateral Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of June 30, 2000, in favor of the Administrative Agent, for itself and the benefit of the Lenders (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Administrative Agent, for itself and the benefit of the Lenders, a continuing security interest in all Intellectual Property owned as of the date thereof or thereafter acquired, including the Trademarks;

WHEREAS, after execution of the Credit Agreement, additional Trademarks or Trademark Applications (including those set forth on Schedule A hereto) have been acquired by the Obligor; and

WHEREAS, pursuant to the foregoing, the Obligor has duly authorized the execution, delivery and performance of this Conditional Assignment;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Administrative Agent and the Lenders to continue to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Conditional Assignment and Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those Trademarks and Trademark Applications listed on Schedule A hereto), to the Administrative Agent, for itself and the benefit of the Lenders, to secure payment, performance and observance of the Obligations.


SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by the Obligor for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral 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 5. Counterparts. This Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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

ALAMO RENT-A-CAR MANAGEMENT, LP  
By ARC-GP, Inc., its general partner

By:   
Name: Leland F. Wilson  
Title: Vice President

LEHMAN COMMERCIAL PAPER INC.,  
as Administrative Agent for the Lenders

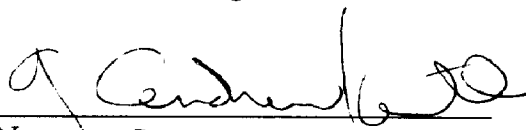
By: \_\_\_\_\_  
Name:  
Title:

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

ALAMO RENT-A-CAR MANAGEMENT, LP  
By ARC-GP, Inc., its general partner

By: \_\_\_\_\_  
Name: Leland F. Wilson  
Title: Vice President

LEHMAN COMMERCIAL PAPER INC.,  
as Administrative Agent for the Lenders

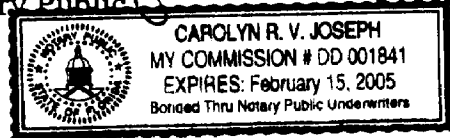
By:   
Name: G. Andrew Keith  
Title: Authorized Signatory

STATE OF  
COUNTY OF

) Florida  
) ss  
) Broward.

On the 6 day of June, 2001, before me personally came Leland F. Wilson, who is personally known to me to be the Vice President of ARC-GP, Inc., a Delaware corporation and the general partner of Alamo Rent-A-Car Management, LP, a Delaware limited partnership; who, being duly sworn, did depose and say that he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

*Carolyn R. V. Joseph*  
Notary Public



(PLACE STAMP AND SEAL ABOVE)

STATE OF *New York* )  
COUNTY OF *New York* )<sup>ss</sup>

On the 6 day of June, 2001, before me personally came G. Andrew Keith, who is personally known to me to be an Authorized Signatory of LEHMAN COMMERCIAL PAPER INC.; who, being duly sworn, did depose and say that he is an Authorized Signatory in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

JOAN LIVINGSTONE CALDERON  
Notary Public, State of New York  
No. 31-4896362  
Qualified in New York City  
Term Expires *7/6/02*

**SCHEDULE A****Trademarks Registrations and Applications**

<u>Country</u>	<u>Trademark</u>	<u>Registration or Serial Number</u>
U.S.	ALAMO & Design	2,427,041
U.S.	ALAMO & LICENSE PLATE	2,427,040
U.S.	DRIVE HAPPY	2,405,024
U.S.	MISCELLANEOUS DESIGN	2,368,891
U.S.	DIRECTROAD	75/863,722
U.S.	E-Z RENT	76/150,241
U.S.	EASYRENT	76/150,187
U.S.	GO! ALAMO!	75/789,172
U.S.	QUICK RENT	76/150,189
U.S.	QUICKSILVER & Design	75/911,800
U.S.	QUICKSILVER & Design (Lined for Color)	75/911,811



SIMPSON THACHER & BARTLETT

425 LEXINGTON AVENUE  
NEW YORK, N.Y. 10017-3954  
(212) 455-2000

FACSIMILE (212) 455-2502

DIRECT DIAL NUMBER

E-MAIL ADDRESS

(212) 455-2254

RGreenberg@stblaw.com

VIA FEDERAL EXPRESS

June 20, 2001

Re: Recordation of Security Agreement

Commissioner of Patents and Trademarks  
U.S. Patent and Trademark Office  
Assignment Division  
1213 Jefferson Davis Hwy, 3<sup>rd</sup> Floor  
Arlington, VA 22202

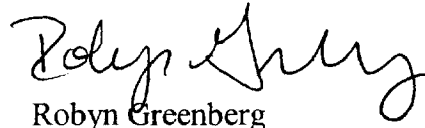
Dear Madam or Sir:

Enclosed for recording please find a Conditional Assignment of and Security Interest in Trademark Rights in favor of Lehman Commercial Paper Inc., as Administrative Agent, covering 11 U.S. trademark registrations and trademark applications.

A check for \$290 is enclosed to cover the filing fee. Please return confirmation of this filing to me at my firm's address as listed above.

Thank you for your consideration.

Respectfully submitted,



Robyn Greenberg

Enclosure

COLUMBUS

LOS ANGELES

PALO ALTO

LONDON

HONG KONG

TOKYO

SINGAPORE

RECORDED: 06/21/2001

TRADEMARK  
REEL: 002316 FRAME: 0829