

07-30-2001



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

1. Name of conveying party(ies): **NCRAS Management, LP**

Individual(s) Association

General Partnership Limited Partnership (DE)

Corporation-State

Other 7-2451

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

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

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other Conditional Assignment of and Security Interest in Trademark Rights

Execution Date: July 19, 2001

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)

B. Trademark Registration No.(s) **1,853,850**

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

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$40.00

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. 7/23/01

Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 8

07/27/2001 LHMILLER 00000133 1853850

01 FC:481

40.00 DP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 2335 FRAME: 0879

CONDITIONAL ASSIGNMENT OF AND
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS ("Conditional Assignment"), dated as of July 19, 2001, is made by NCRAS 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; and

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"); and

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; and

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, the Trademark 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.

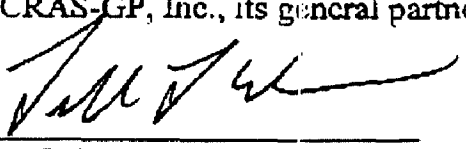
SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by the Obligor for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby 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.

NCRAS MANAGEMENT, LP
By NCRAS-GP, Inc., its general partner

By: 

Name: Leland F. Wilson
Title: Vice President

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

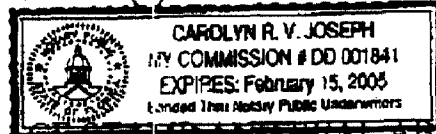
By: _____
Name:
Title:

STATE OF
COUNTY OF

) Florida
)^{ss}
) Broward.

On the 18th day of July, 2001, before me personally came Leland F. Wilson, who is personally known to me to be the Vice President of NCRAS-GP, Inc., a Delaware corporation, the general partner of NCRAS 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



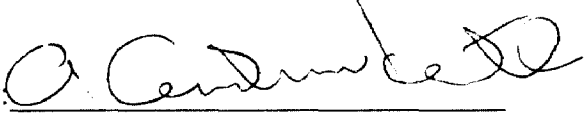
(PLACE SIGNATURE AND SEAL ABOVE)

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.

NCRAS MANAGEMENT, LP
By NCRAS-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 *New York*)
COUNTY OF *New York*)^{SS}

On the 18th day of July, 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.

Joan Livingstone Calderon
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 *7/16/02*

SCHEDULE A

Trademarks Registrations and Applications

<u>Country</u>	<u>Trademark</u>	<u>Registration or Serial Number</u>
U.S.	Green Key	1,853,850