

09-24-2001

SEP 6 2001

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION F  
TRADEMARK



101853117

DEPARTMENT OF COMMERCE  
and Trademark Office

Tab settings ⇨ ⇨ ⇨

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 *g. lio*  
 General Partnership       Limited Partnership  
 Corporation-State -  
 Other

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

2. Name and address of receiving party(ies):  
Name: Wilmington Trust Company  
Internal Address: Rodney Square North  
Street Address: 1100 North Market Street  
City: Wilmington State: DE Zip: 19890

Individual(s) Citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Delaware banking corporation

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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other Security Interest

Execution Date: \_\_\_\_\_

4. Application number(s) or patent number(s):  
A. Trademark Application No.(s):  
76,046,840  
**See Schedule B**

B. Trademark Registration No.(s):  
1,771,905  
**See Schedule A**

Additional numbers attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Timothy D. Casey  
Fried, Frank, Harris, Shriver and Jacobson  
Internal Address: Suite 800  
Street Address: 1001 Pennsylvania Avenue, NW  
City: Washington State: DC Zip: 20004-2505

6. Total number of applications and patents involved: 44

7. Total fee (37 CFR 3.41).....\$1,235.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 06-0920  
(Attach duplicate copy of this page if paying by deposit account)

09/21/2001 TDI AZ1 00000081 76046840  
01 FC=481 40.00 OP  
02 FC=482 1075.00 OP

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.

Timothy D. Casey      Tim Casey      9/6/01  
Name of Person Signing      Signature      Date

Total number of pages including comprising cover sheet, attachments, and document: 14

Mail documents to be recorded with required cover sheet information to: 14  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231

Rep'n. Ref: 09/21/2001 TDI AZ1 00000081 76046840  
DA#: 060920 Name/Number: 76046840  
FC: 704

TRADEMARK  
REEL: 002367 FRAME: 0642

## SCHEDULE A

### U.S. Trademarks Registrations

<b>Country</b>	<b>Trademark</b>	<b>Registration Number</b>
U.S.	1-800-CAR-RENT	1,771,905
U.S.	A WORLD OF OPPORTUNITY FOR FREQUENT FLYERS	1,900,930
U.S.	BARS DESIGN	1,334,744
U.S.	C.A.R.E.	2,043,641
U.S.	ELECTRONIC ADVANTAGE	1,583,986
U.S.	EXCELLENCE IN GLOBAL CAR RENTAL	1,816,524
U.S.	EMERALD AGENCY	1,718,834
U.S.	EMERALD AISLE	1,530,135
U.S.	EMERALD CARE	1,682,902
U.S.	EMERALD CARE	1,724,181
U.S.	EMERALD CLUB	1,482,719
U.S.	EMERALD CLUB & Design	2,132,844
U.S.	EMERALD CLUB AISLE SERVICE	2,035,767
U.S.	EMERALD ELITE	1,653,347
U.S.	EMERALD EXTRA	2,050,707
U.S.	EMERALD PLUS	1,479,050
U.S.	EMERALD UNIVERSITY	1,675,421
U.S.	EXPRESSWAY	1,572,460
U.S.	FLAG & Design	1,536,821
U.S.	GREEN KEY	1,853, 850
U.S.	GREEN MEANS GO	1,892,377
U.S.	HANDHELD RETURN SERVICE	2,038,434
U.S.	NATIONAL	1,537,711
U.S.	NATIONAL & BARS Design	1,338,402
U.S.	NATIONAL & Flag Design	1,534,669
U.S.	NATIONAL ATTENTION	1,204,869
U.S.	NATIONAL CAR RENTAL	1,540,913
U.S.	NATIONAL CAR RENTAL & FLAG Design	1,534,668
U.S.	NATIONAL CAR RENTAL & FLAG DESIGN ON GREEN BACKGROUND	2,363,789
U.S.	NATIONAL CAR RENTAL CENTER & Design	2,392,662
U.S.	NATIONAL EXPRESSWAY	1,197,405
U.S.	THE NATIONAL CAR RENTAL PRIVILEGE CARD	1,233,914
U.S.	NO PROBLEM	1,781,779
U.S.	ODYSSEY	2,398,367
U.S.	PAPER-LESS EXPRESS	1,506,441
U.S.	POWER PLUS	1,145,923
U.S.	PRIVILEGE	1,652,635
U.S.	QUICK RENT	1,862,026
U.S.	SMART KEY	1,613,270
U.S.	SPECIALS TO GO	2,418,439
U.S.	THE NATIONAL CAR RENTAL PRIORITY CARD	1,233,913

U.S.	VALUE PLUS	1,156,756
U.S.	WEEKEND BREAKS	1,871,604
U.S.	YOU DESERVE NATIONAL ATTENTION	1,209,042
U.S.	YOU'VE GOT PLACES TO GO. WE'VE GOT THE KEYS	2,037,238

**SCHEDULE B**

**U.S. Trademarks Applications**

<u>Country</u>	<u>Trademark</u>	<u>Serial Number</u>
U.S.	1-888-EMERALD	76/126/866
U.S.	GO YOUR OWN WAY	76/046,840
U.S.	ONE CLICK RENTAL	76/027,189
U.S.	ONE CLICK RESERVATION	76/027,343

SECURITY INTEREST IN TRADEMARK RIGHTS

THIS SECURITY INTEREST IN TRADEMARK RIGHTS (this "Instrument"), dated as of August 30, 2001 is made by NCRAS MANAGEMENT, LP, a Delaware limited partnership (the "Obligor"), in favor of Wilmington Trust Company, a Delaware banking corporation, as collateral trustee (in such capacity the "Collateral Trustee") for the Secured Parties pursuant to the Collateral Agreement dated as of August 30, 2001 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among ANC Rental Corporation, a Delaware corporation and parent of the Obligor (the "Borrower"), the Obligor and certain subsidiaries of the Borrower parties thereto, the Secured Parties and the Collateral Trustee.

W I T N E S S E T H:

WHEREAS, the Lenders have severally agreed to make extensions of credit to the Borrower and to release cash collateral to the Borrower from the Cash Collateral Account upon the terms and subject to the conditions set forth in the Senior Loan Agreement;

WHEREAS, the Surety Parties, subject to certain terms and conditions, have agreed to issue, extend, renew, continue, increase and or permit to remain outstanding the Surety Bonds;

WHEREAS, the Borrower and the Obligor are engaged in related businesses, and the Obligor has derived, and will derive, substantial direct and indirect benefit from the making of the extensions of credit under the Senior Loan Agreement, the release of cash collateral from the Cash Collateral Account and the extension of the expiry dates, renewal, continuance, increase or issuance of the Surety Bonds;

WHEREAS, in connection with the making of the extensions of credit under the Senior Loan Agreement, the release of cash collateral from the Cash Collateral Account and the extension of the expiry dates, renewal, continuance, increase or issuance of the Surety Bonds, the Borrower and the Obligor executed and delivered the Collateral Agreement;

WHEREAS, pursuant to the Collateral Agreement, the Obligor pledged and granted to the Collateral Trustee for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Instrument;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Parties to make the extensions of credit under the Senior Loan Agreement, to release the cash collateral from the Cash Collateral Account and the to extend the expiry dates, renew, continue, increase or issue the Surety Bonds, as the case may be, the Obligor agrees, for the benefit of the Collateral Trustee and the Secured Parties, as follows:

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

SECTION 2. Grant of Security Interest. Subject to the provisions of the Intercreditor Agreement, the Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made at any time when a Notice of Acceleration is in effect assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Collateral Trustee, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. The security interests of the Collateral Trustee in the Trademarks described in this Instrument are subordinate to the security interests in favor of Congress Financial Corporation (Florida) and Lehman Commercial Paper Inc., each as the administrative agent under each of the New Credit Facilities, as described in the New Credit Facility Documents in accordance with the terms and provisions of the Intercreditor Agreement.

SECTION 3. Purpose. This Instrument 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 to the Secured Parties in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

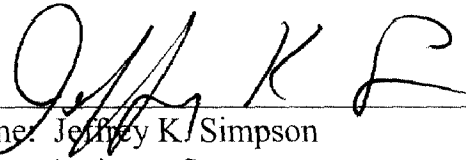
SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Instrument may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

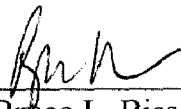
IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NCRAS MANAGEMENT, LP

By: NCRAS-GP, Inc., its general partner

By:   
Name: Jeffrey K. Simpson  
Title: Assistant Secretary

WILMINGTON TRUST COMPANY,  
as Collateral Trustee

By:   
Name: Bruce L. Bisson  
Title: Vice President

STATE OF DELAWARE     )  
  ) ss  
COUNTY OF NEW CASTLE )

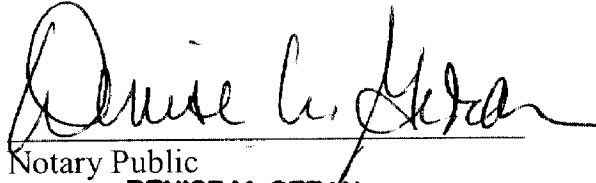
On the 4<sup>th</sup> day of September, 2001, before me personally came Jeffrey K. Simpson, who is personally known to me to be the Assistant Secretary of NCRAS-GP, Inc., a Delaware corporation, the general partner of NCRAS Management, LP, a Delaware limited partnership; who, being duly sworn, did depose and say that he is the Assistant Secretary 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.

*Rebecca E. Green*  
\_\_\_\_\_  
Notary Public   **REBECCA E. GREEN**  
                          **NOTARY PUBLIC**  
                          **STATE OF DELAWARE**  
                          **My Commission Expires Feb. 8, 2005**  
**(PLACE STAMP AND SEAL ABOVE)**



STATE OF DELAWARE     )  
  ) ss  
COUNTY OF NEW CASTLE )

On the 4 day of September, 2001, before me personally came Bruce L. Bisson, who is personally known to me to be the Vice President of Wilmington Trust Company, a Delaware banking corporation; 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.



Notary Public

**DENISE M. GERAN**

**NOTARY PUBLIC-DELAWARE**

**My Commission Expires February 16, 2003**

(PLACE STAMP AND SEAL ABOVE)

**SCHEDULE A**

**U.S. Trademarks Registrations and Applications**

<u>Country</u>	<u>Trademark</u>	<u>Registration or Serial Number</u>
U.S.	1-800-CAR-RENT	1,771,905
U.S.	1-888-EMERALD	76/126/866
U.S.	A WORLD OF OPPORTUNITY FOR FREQUENT FLYERS	1,900,930
U.S.	BARS DESIGN	1,334,744
U.S.	C.A.R.E.	2,043,641
U.S.	ELECTRONIC ADVANTAGE	1,583,986
U.S.	EXCELLENCE IN GLOBAL CAR RENTAL	1,816,524
U.S.	EMERALD AGENCY	1,718,834
U.S.	EMERALD AISLE	1,530,135
U.S.	EMERALD CARE	1,682,902
U.S.	EMERALD CARE	1,724,181
U.S.	EMERALD CLUB	1,482,719
U.S.	EMERALD CLUB & Design	2,132,844
U.S.	EMERALD CLUB AISLE SERVICE	2,035,767
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U.S.	EMERALD PLUS	1,479,050
U.S.	EMERALD UNIVERSITY	1,675,421
U.S.	EXPRESSWAY	1,572,460
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U.S.	GREEN KEY	1,853, 850
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U.S.	SMART KEY	1,613,270
U.S.	SPECIALS TO GO	2,418,439
U.S.	THE NATIONAL CAR RENTAL PRIORITY CARD	1,233,913
U.S.	VALUE PLUS	1,156,756
U.S.	WEEKEND BREAKS	1,871,604
U.S.	YOU DESERVE NATIONAL ATTENTION	1,209,042
U.S.	YOU'VE GOT PLACES TO GO. WE'VE GOT THE KEYS	2,037,238

**SCHEDULE A****U.S. Trademarks Registrations**

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U.S.	YOU'VE GOT PLACES TO GO. WE'VE GOT THE KEYS	2,037,238

**SCHEDULE B**

**U.S. Trademarks Applications**

<u>Country</u>	<u>Trademark</u>	<u>Serial Number</u>
U.S.	1-888-EMERALD	76/126/866
U.S.	GO YOUR OWN WAY	76/046,840
U.S.	ONE CLICK RENTAL	76/027,189
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SECURITY INTEREST IN TRADEMARK RIGHTS

THIS SECURITY INTEREST IN TRADEMARK RIGHTS (this "Instrument"), dated as of August 30, 2001 is made by NCRAS MANAGEMENT, LP, a Delaware limited partnership (the "Obligor"), in favor of Wilmington Trust Company, a Delaware banking corporation, as collateral trustee (in such capacity the "Collateral Trustee") for the Secured Parties pursuant to the Collateral Agreement dated as of August 30, 2001 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among ANC Rental Corporation, a Delaware corporation and parent of the Obligor (the "Borrower"), the Obligor and certain subsidiaries of the Borrower parties thereto, the Secured Parties and the Collateral Trustee.

W I T N E S S E T H:

WHEREAS, the Lenders have severally agreed to make extensions of credit to the Borrower and to release cash collateral to the Borrower from the Cash Collateral Account upon the terms and subject to the conditions set forth in the Senior Loan Agreement;

WHEREAS, the Surety Parties, subject to certain terms and conditions, have agreed to issue, extend, renew, continue, increase and or permit to remain outstanding the Surety Bonds;

WHEREAS, the Borrower and the Obligor are engaged in related businesses, and the Obligor has derived, and will derive, substantial direct and indirect benefit from the making of the extensions of credit under the Senior Loan Agreement, the release of cash collateral from the Cash Collateral Account and the extension of the expiry dates, renewal, continuance, increase or issuance of the Surety Bonds;

WHEREAS, in connection with the making of the extensions of credit under the Senior Loan Agreement, the release of cash collateral from the Cash Collateral Account and the extension of the expiry dates, renewal, continuance, increase or issuance of the Surety Bonds, the Borrower and the Obligor executed and delivered the Collateral Agreement;

WHEREAS, pursuant to the Collateral Agreement, the Obligor pledged and granted to the Collateral Trustee for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Instrument;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Parties to make the extensions of credit under the Senior Loan Agreement, to release the cash collateral from the Cash Collateral Account and the to extend the expiry dates, renew, continue, increase or issue the Surety Bonds, as the case may be, the Obligor agrees, for the benefit of the Collateral Trustee and the Secured Parties, as follows:

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

SECTION 2. Grant of Security Interest. Subject to the provisions of the Intercreditor Agreement, the Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made at any time when a Notice of Acceleration is in effect assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Collateral Trustee, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. The security interests of the Collateral Trustee in the Trademarks described in this Instrument are subordinate to the security interests in favor of Congress Financial Corporation (Florida) and Lehman Commercial Paper Inc., each as the administrative agent under each of the New Credit Facilities, as described in the New Credit Facility Documents in accordance with the terms and provisions of the Intercreditor Agreement.

SECTION 3. Purpose. This Instrument 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 to the Secured Parties in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Collateral Agreement (and all rights and remedies of the Secured Parties 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 Secured Parties with respect to the security interest in the Trademarks granted hereby are more fully set forth in the 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 Instrument may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.



**Fried, Frank, Harris, Shriver & Jacobson**  
1001 Pennsylvania Avenue, NW, Suite 800  
Washington, DC 20004-2505  
Tel: 202.639.7000  
Fax: 202.639.7003 (4) (8)  
www.ffhsj.com

Direct Line: 202.639.7255  
Fax: 202.639.7003  
[caseyti@ffhsj.com](mailto:caseyti@ffhsj.com)

September 6, 2001

***Hand Delivery***

Ms. Rhonda Nicol  
Assignments Division  
Commissioner of Patents and Trademarks  
Attention: Customer Services Counter  
Crystal Gateway 4  
Third Floor  
1213 Jefferson Davis Highway  
Arlington, VA 22202



Re: Expedited Recordation of Security Interests in Trademarks, Trademark Applications and Copyrights

Dear Ms. Nicol:

This firm represents ANC Rental Corporation (a Delaware corporation) and its subsidiaries, including SRAC Management, LP, Alamo Rent-A-Car Management, NCRAS Management, LP, Spirit Rent-A-Car, Inc., and National Car Rental System, Inc.

Enclosed for expedited recordation, please find:

- (1) one Recordation Form Cover Sheet for Trademarks and Trademark Applications between SRAC Management, LP as conveying party and Wilmington Trust Company as receiving party with attached Grant of Security Interest; and
- (2) one Recordation Form Cover Sheet for Trademarks and Trademark Applications between Alamo Rent-A-Car Management as conveying party and Wilmington Trust Company as receiving party with attached Grant of Security Interest; and
- (3) one Recordation Form Cover Sheet for Trademarks and Trademark Applications between NCRAS Management, LP as conveying party and

A Partnership  
Including  
Professional  
Corporations

New York  
Washington  
Los Angeles  
London  
Paris

**TRADEMARK**  
**REEL: 002367 FRAME: 0658**

Ms. Rhonda Nicol

September 6, 2001

Page 2

Wilmington Trust Company as receiving party with attached Grant of Security Interest; and

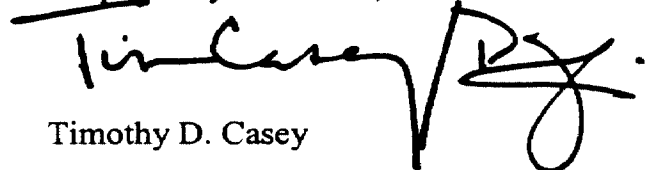
- (4) one Recordation Form Cover Sheet for Trademarks between Spirit Rent-A-Car, Inc. as conveying party and Wilmington Trust Company as receiving party with attached Grant of Security Interest.

Expedited recordation for the above is necessary due to extenuating circumstances in this matter. ANC Rental Corporation and Wilmington Trust Company are involved in a commercial transaction for which the attached Recordations are necessary to effectuate Wilmington Trust Company's rights. ANC Rental Corporation and Wilmington Trust Company cannot afford to record the attached documents on a non-expedited basis without running a risk that their respective rights could be negatively affected as the documents must be recorded on or before September 6, 2001. Expedited recordation is thus necessary to adequately protect both parties' rights.

Please find enclosed checks totaling \$2,310.00 (sufficient to cover the 6, 34, 44, and 2 trademark properties identified in the above-referenced four Trademark Recordation Form Cover Sheets, respectively) and \$480.00 (for expedited recordation of the above-referenced four Trademark Recordation Form Cover Sheets) associated with the recordation of these four Trademark Recordation Form Cover Sheets. The undersigned authorizes the Commissioner of Patents and Trademarks to credit any overpayment or charge any deficiency to Fried Frank deposit account no. 06-0920. Four copies of this letter and an extra copy of each of the Recordation Form Cover Sheets are enclosed for this purpose.

We also request that you return to the messenger a copy of this letter and its enclosures stamped received by the PTO as of today's date and a receipt. An extra copy of this letter and the enclosures are enclosed for this purpose.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tim Casey" followed by a stylized flourish.

Timothy D. Casey

TDC/jr  
Enclosures

THIS DOCUMENT CONTAINS SECURITY FEATURES - SEE BACK FOR DETAILS

**FRIED, FRANK, HARRIS, SHRIVER & JACOBSON**

A PARTNERSHIP WHICH INCLUDES PROFESSIONAL CORPORATIONS

1001 Pennsylvania Avenue, NW

Suite 800

Washington, DC 20004

Citibank, F.S.B.

Washington, DC

20036-0967

79804

15-7011-2540

08/31/01

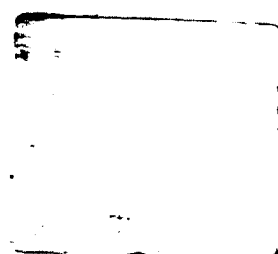
\$1,235.00\*\*\*\*\*

ONE THOUSAND TWO HUNDRED THIRTY-FIVE AND 00/100 DOLLARS

PAY TO THE ORDER OF

COMMISSIONER OF PATENTS AND TRADEMARKS


⑈79804⑈ ⑆254070116⑆ ⑈6653 0318⑈



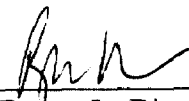
IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NCRAS MANAGEMENT, LP

By: NCRAS-GP, Inc., its general partner

By:   
Name: Jeffrey K. Simpson  
Title: Assistant Secretary

WILMINGTON TRUST COMPANY,  
as Collateral Trustee

By:   
Name: Bruce L. Bisson  
Title: Vice President

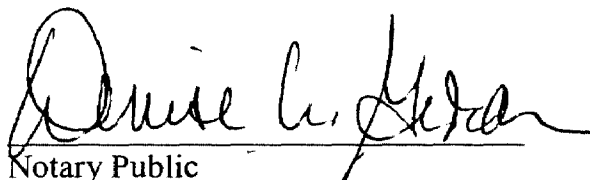
STATE OF DELAWARE     )  
  ) ss  
COUNTY OF NEW CASTLE )

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Rebecca E. Dreen  
Notary Public **REBECCA E. GREEN**  
**NOTARY PUBLIC**  
**STATE OF DELAWARE**  
**My Commission Expires Feb. 8, 2005**  
(PLACE STAMP AND SEAL ABOVE)

STATE OF DELAWARE     )  
  ) ss  
COUNTY OF NEW CASTLE )

On the 4 day of September, 2001, before me personally came Bruce L. Bisson, who is personally known to me to be the Vice President of Wilmington Trust Company, a Delaware banking corporation; 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.



Notary Public

**DENISE M. GERAN**

**NOTARY PUBLIC-DELAWARE**

**My Commission Expires February 16, 2003**

(PLACE STAMP AND SEAL ABOVE)

**SCHEDULE A**

**U.S. Trademarks Registrations and Applications**

<u>Country</u>	<u>Trademark</u>	<u>Registration or Serial Number</u>
U.S.	1-800-CAR-RENT	1,771,905
U.S.	1-888-EMERALD	76/126/866
U.S.	A WORLD OF OPPORTUNITY FOR FREQUENT FLYERS	1,900,930
U.S.	BARS DESIGN	1,334,744
U.S.	C.A.R.E.	2,043,641
U.S.	ELECTRONIC ADVANTAGE	1,583,986
U.S.	EXCELLENCE IN GLOBAL CAR RENTAL	1,816,524
U.S.	EMERALD AGENCY	1,718,834
U.S.	EMERALD AISLE	1,530,135
U.S.	EMERALD CARE	1,682,902
U.S.	EMERALD CARE	1,724,181
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U.S.	EMERALD CLUB & Design	2,132,844
U.S.	EMERALD CLUB AISLE SERVICE	2,035,767
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U.S.	FLAG & Design	1,536,821
U.S.	GO YOUR OWN WAY	76/046,840
U.S.	GREEN KEY	1,853, 850
U.S.	GREEN MEANS GO	1,892,377
U.S.	HANDHELD RETURN SERVICE	2,038,434
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U.S.	NATIONAL & BARS Design	1,338,402
U.S.	NATIONAL & Flag Design	1,534,669
U.S.	NATIONAL ATTENTION	1,204,869
U.S.	NATIONAL CAR RENTAL	1,540,913
U.S.	NATIONAL CAR RENTAL & FLAG Design	1,534,668
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U.S.	NO PROBLEM	1,781,779
U.S.	ODYSSEY	2,398,367
U.S.	ONE CLICK RENTAL	76/027,189

U.S.	ONE CLICK RESERVATION	76/027,343
U.S.	PAPER-LESS EXPRESS	1,506,441
U.S.	POWER PLUS	1,145,923
U.S.	PRIVILEGE	1,652,635
U.S.	QUICK RENT	1,862,026
U.S.	SMART KEY	1,613,270
U.S.	SPECIALS TO GO	2,418,439
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U.S.	VALUE PLUS	1,156,756
U.S.	WEEKEND BREAKS	1,871,604
U.S.	YOU DESERVE NATIONAL ATTENTION	1,209,042
U.S.	YOU'VE GOT PLACES TO GO. WE'VE GOT THE KEYS	2,037,238



Tab settings ⇄ ⇄ ⇄ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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  
 Corporation-State -  
 Other

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

2. Name and address of receiving party(ies):  
Name: Wilmington Trust Company  
Internal Address: Rodney Square North  
Street Address: 1100 North Market Street  
City: Wilmington State: DE Zip: 19890

Individual(s) Citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Delaware banking corporation

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

3. Nature of conveyance:

Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other Security Interest

Execution Date: \_\_\_\_\_

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

A. Trademark Application No.(s):  
76,046,840  
**See Schedule B**

B. Trademark Registration No.(s):  
1,771,905  
**See Schedule A**

Additional numbers attached  Yes  No

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

Name: Timothy D. Casey  
Fried, Frank, Harris, Shriver and Jacobson  
Internal Address: Suite 800  
Street Address: 1001 Pennsylvania Avenue, NW  
City: Washington State: DC Zip: 20004-2505

6. Total number of applications and patents involved:  11

7. Total fee (37 CFR 3.41).....\$1,235.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 06-0920  
(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.

Timothy D. Casey  
Name of Person Signing

Tim Casey  
Signature

9/6/01  
Date

Total number of pages including comprising cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:  14  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231

**SCHEDULE A**

**U.S. Trademarks Registrations**

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U.S.	BARS DESIGN	1,334,744
U.S.	C.A.R.E.	2,043,641
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U.S.	WEEKEND BREAKS	1,871,604
U.S.	YOU DESERVE NATIONAL ATTENTION	1,209,042
U.S.	YOU'VE GOT PLACES TO GO. WE'VE GOT THE KEYS	2,037,238

**SCHEDULE B**

**U.S. Trademarks Applications**

<b><u>Country</u></b>	<b><u>Trademark</u></b>	<b><u>Serial Number</u></b>
U.S.	1-888-EMERALD	76/126/866
U.S.	GO YOUR OWN WAY	76/046,840
U.S.	ONE CLICK RENTAL	76/027,189
U.S.	ONE CLICK RESERVATION	76/027,343

ffdc02\reynoja\263917.1

## SECURITY INTEREST IN TRADEMARK RIGHTS

THIS SECURITY INTEREST IN TRADEMARK RIGHTS (this "Instrument"), dated as of August 30, 2001 is made by NCRAS MANAGEMENT, LP, a Delaware limited partnership (the "Obligor"), in favor of Wilmington Trust Company, a Delaware banking corporation, as collateral trustee (in such capacity the "Collateral Trustee") for the Secured Parties pursuant to the Collateral Agreement dated as of August 30, 2001 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among ANC Rental Corporation, a Delaware corporation and parent of the Obligor (the "Borrower"), the Obligor and certain subsidiaries of the Borrower parties thereto, the Secured Parties and the Collateral Trustee.

### W I T N E S S E T H:

WHEREAS, the Lenders have severally agreed to make extensions of credit to the Borrower and to release cash collateral to the Borrower from the Cash Collateral Account upon the terms and subject to the conditions set forth in the Senior Loan Agreement;

WHEREAS, the Surety Parties, subject to certain terms and conditions, have agreed to issue, extend, renew, continue, increase and or permit to remain outstanding the Surety Bonds;

WHEREAS, the Borrower and the Obligor are engaged in related businesses, and the Obligor has derived, and will derive, substantial direct and indirect benefit from the making of the extensions of credit under the Senior Loan Agreement, the release of cash collateral from the Cash Collateral Account and the extension of the expiry dates, renewal, continuance, increase or issuance of the Surety Bonds;

WHEREAS, in connection with the making of the extensions of credit under the Senior Loan Agreement, the release of cash collateral from the Cash Collateral Account and the extension of the expiry dates, renewal, continuance, increase or issuance of the Surety Bonds, the Borrower and the Obligor executed and delivered the Collateral Agreement;

WHEREAS, pursuant to the Collateral Agreement, the Obligor pledged and granted to the Collateral Trustee for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Instrument;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Parties to make the extensions of credit under the Senior Loan Agreement, to release the cash collateral from the Cash Collateral Account and the to extend the expiry dates, renew, continue, increase or issue the Surety Bonds, as the case may be, the Obligor agrees, for the benefit of the Collateral Trustee and the Secured Parties, as follows:

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

SECTION 2. Grant of Security Interest. Subject to the provisions of the Intercreditor Agreement, the Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made at any time when a Notice of Acceleration is in effect assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Collateral Trustee, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. The security interests of the Collateral Trustee in the Trademarks described in this Instrument are subordinate to the security interests in favor of Congress Financial Corporation (Florida) and Lehman Commercial Paper Inc., each as the administrative agent under each of the New Credit Facilities, as described in the New Credit Facility Documents in accordance with the terms and provisions of the Intercreditor Agreement.

SECTION 3. Purpose. This Instrument 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 to the Secured Parties in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Collateral Agreement (and all rights and remedies of the Secured Parties 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 Secured Parties with respect to the security interest in the Trademarks granted hereby are more fully set forth in the 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 Instrument may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

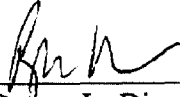
IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NCRAS MANAGEMENT, LP

By: NCRAS-GP, Inc., its general partner

By:   
Name: Jeffrey K. Simpson  
Title: Assistant Secretary

WILMINGTON TRUST COMPANY,  
as Collateral Trustee

By:   
Name: Bruce L. Bisson  
Title: Vice President

STATE OF DELAWARE     )  
  ) ss  
COUNTY OF NEW CASTLE )

On the 4<sup>th</sup> day of September, 2001, before me personally came Jeffrey K. Simpson, who is personally known to me to be the Assistant Secretary 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 Assistant Secretary 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.

*Rebecca E. Green*

Notary Public

**REBECCA E. GREEN  
NOTARY PUBLIC  
STATE OF DELAWARE**

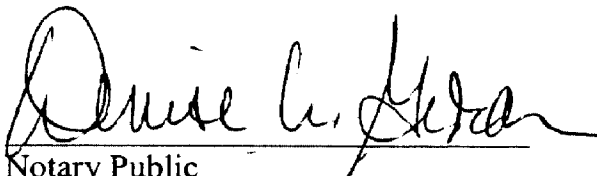
**My Commission Expires Feb. 8, 2005**

(PLACE STAMP AND SEAL ABOVE)



STATE OF DELAWARE     )  
  ) ss  
COUNTY OF NEW CASTLE )

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Notary Public

**DENISE M. GERAN**

**NOTARY PUBLIC-DELAWARE**

**My Commission Expires February 16, 2003**

(PLACE STAMP AND SEAL ABOVE)

**SCHEDULE A**

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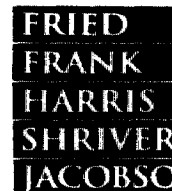
Fried, Frank, Harris, Shriver & Jacobson  
1001 Pennsylvania Avenue, NW, Suite 800  
Washington, DC 20004-2505  
Tel: 202.639.7000  
Fax: 202.639.7003 (4) (8)  
www.ffhsj.com

Direct Line: 202.639.7255  
Fax: 202.639.7003  
[caseyti@ffhsj.com](mailto:caseyti@ffhsj.com)

September 6, 2001

***Hand Delivery***

Ms. Rhonda Nicol  
Assignments Division  
Commissioner of Patents and Trademarks  
Attention: Customer Services Counter  
Crystal Gateway 4  
Third Floor  
1213 Jefferson Davis Highway  
Arlington, VA 22202



Re: Expedited Recordation of Security Interests in Trademarks, Trademark Applications and Copyrights

Dear Ms. Nicol:

This firm represents ANC Rental Corporation (a Delaware corporation) and its subsidiaries, including SRAC Management, LP, Alamo Rent-A-Car Management, NCRAS Management, LP, Spirit Rent-A-Car, Inc., and National Car Rental System, Inc.

Enclosed for expedited recordation, please find:

- (1) one Recordation Form Cover Sheet for Trademarks and Trademark Applications between SRAC Management, LP as conveying party and Wilmington Trust Company as receiving party with attached Grant of Security Interest; and
- (2) one Recordation Form Cover Sheet for Trademarks and Trademark Applications between Alamo Rent-A-Car Management as conveying party and Wilmington Trust Company as receiving party with attached Grant of Security Interest; and
- (3) one Recordation Form Cover Sheet for Trademarks and Trademark Applications between NCRAS Management, LP as conveying party and

A Partnership  
Including  
Professional  
Corporations

New York  
Washington  
Los Angeles  
London  
Paris

Ms. Rhonda Nicol

September 6, 2001

Page 2

Wilmington Trust Company as receiving party with attached Grant of Security Interest; and

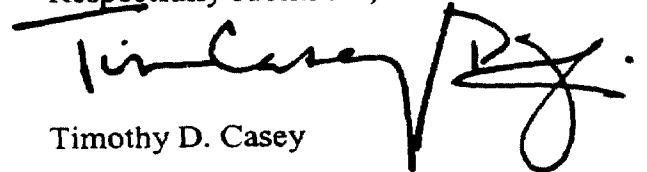
- (4) one Recordation Form Cover Sheet for Trademarks between Spirit Rent-A-Car, Inc. as conveying party and Wilmington Trust Company as receiving party with attached Grant of Security Interest.

Expedited recordation for the above is necessary due to extenuating circumstances in this matter. ANC Rental Corporation and Wilmington Trust Company are involved in a commercial transaction for which the attached Recordations are necessary to effectuate Wilmington Trust Company's rights. ANC Rental Corporation and Wilmington Trust Company cannot afford to record the attached documents on a non-expedited basis without running a risk that their respective rights could be negatively affected as the documents must be recorded on or before September 6, 2001. Expedited recordation is thus necessary to adequately protect both parties' rights.

Please find enclosed checks totaling \$2,310.00 (sufficient to cover the 6, 34, 44, and 2 trademark properties identified in the above-referenced four Trademark Recordation Form Cover Sheets, respectively) and \$480.00 (for expedited recordation of the above-referenced four Trademark Recordation Form Cover Sheets) associated with the recordation of these four Trademark Recordation Form Cover Sheets. The undersigned authorizes the Commissioner of Patents and Trademarks to credit any overpayment or charge any deficiency to Fried Frank deposit account no. 06-0920. Four copies of this letter and an extra copy of each of the Recordation Form Cover Sheets are enclosed for this purpose.

We also request that you return to the messenger a copy of this letter and its enclosures stamped received by the PTO as of today's date and a receipt. An extra copy of this letter and the enclosures are enclosed for this purpose.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tim Casey" followed by a stylized flourish.

Timothy D. Casey

TDC/jr  
Enclosures

THIS DOCUMENT CONTAINS SECURITY FEATURES - SEE BACK FOR DETAILS

**FRIED, FRANK, HARRIS, SHRIVER & JACOBSON**

A PARTNERSHIP WHICH INCLUDES PROFESSIONAL CORPORATIONS  
1001 Pennsylvania Avenue, NW

Suite 800  
Washington, DC 20004

Citibank, F.S.B.  
Washington, DC 20036-0967

79804

15-7011-2540

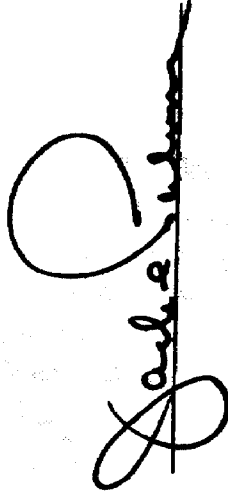
08/31/01

\$1,235.00\*\*\*\*\*

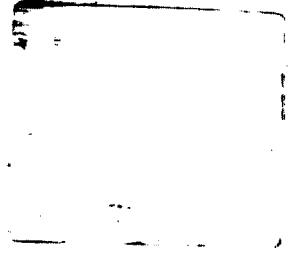
ONE THOUSAND TWO HUNDRED THIRTY-FIVE AND 00/100 DOLLARS

PAY TO THE ORDER OF

COMMISSIONER OF PATENTS AND TRADEMARKS



⑈ 79804 ⑈ ⑆ 254070116⑆ ⑆ 6653 0318⑈



**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼

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  
 Corporation-State -  
 Other

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

2. Name and address of receiving party(ies):  
Name: Wilmington Trust Company  
Internal Address: Rodney Square North  
Street Address: 1100 North Market Street  
City: Wilmington State: DE Zip: 19890

Individual(s) Citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Delaware banking corporation

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

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other Security Interest

Execution Date: \_\_\_\_\_

4. Application number(s) or patent number(s):  
A. Trademark Application No.(s):  
76,046,840  
**See Schedule B**

B. Trademark Registration No.(s):  
1,771,905  
**See Schedule A**

Additional numbers attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Timothy D. Casey  
Fried, Frank, Harris, Shriver and Jacobson  
Internal Address: Suite 800  
Street Address: 1001 Pennsylvania Avenue, NW  
City: Washington State: DC Zip: 20004-2505

6. Total number of applications and patents involved: **44**

7. Total fee (37 CFR 3.41).....\$1,235.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 06-0920  
(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.

Timothy D. Casey  
Name of Person Signing

Tim Casey  
Signature

9/6/01  
Date

Total number of pages including comprising cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: **14**  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231

**SCHEDULE A**

**U.S. Trademarks Registrations**

<u>Country</u>	<u>Trademark</u>	<u>Registration Number</u>
U.S.	1-800-CAR-RENT	1,771,905
U.S.	A WORLD OF OPPORTUNITY FOR FREQUENT FLYERS	1,900,930
U.S.	BARS DESIGN	1,334,744
U.S.	C.A.R.E.	2,043,641
U.S.	ELECTRONIC ADVANTAGE	1,583,986
U.S.	EXCELLENCE IN GLOBAL CAR RENTAL	1,816,524
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U.S.	EMERALD CLUB & Design	2,132,844
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U.S.	EMERALD UNIVERSITY	1,675,421
U.S.	EXPRESSWAY	1,572,460
U.S.	FLAG & Design	1,536,821
U.S.	GREEN KEY	1,853, 850
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U.S.	HANDHELD RETURN SERVICE	2,038,434
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U.S.	NATIONAL & BARS Design	1,338,402
U.S.	NATIONAL & Flag Design	1,534,669
U.S.	NATIONAL ATTENTION	1,204,869
U.S.	NATIONAL CAR RENTAL	1,540,913
U.S.	NATIONAL CAR RENTAL & FLAG Design	1,534,668
U.S.	NATIONAL CAR RENTAL & FLAG DESIGN ON GREEN BACKGROUND	2,363,789
U.S.	NATIONAL CAR RENTAL CENTER & Design	2,392,662
U.S.	NATIONAL EXPRESSWAY	1,197,405
U.S.	THE NATIONAL CAR RENTAL PRIVILEGE CARD	1,233,914
U.S.	NO PROBLEM	1,781,779
U.S.	ODYSSEY	2,398,367
U.S.	PAPER-LESS EXPRESS	1,506,441
U.S.	POWER PLUS	1,145,923
U.S.	PRIVILEGE	1,652,635
U.S.	QUICK RENT	1,862,026
U.S.	SMART KEY	1,613,270
U.S.	SPECIALS TO GO	2,418,439
U.S.	THE NATIONAL CAR RENTAL PRIORITY CARD	1,233,913



U.S.	VALUE PLUS	1,156,756
U.S.	WEEKEND BREAKS	1,871,604
U.S.	YOU DESERVE NATIONAL ATTENTION	1,209,042
U.S.	YOU'VE GOT PLACES TO GO. WE'VE GOT THE KEYS	2,037,238

**SCHEDULE B**

**U.S. Trademarks Applications**

<u>Country</u>	<u>Trademark</u>	<u>Serial Number</u>
U.S.	1-888-EMERALD	76/126/866
U.S.	GO YOUR OWN WAY	76/046,840
U.S.	ONE CLICK RENTAL	76/027,189
U.S.	ONE CLICK RESERVATION	76/027,343

ffdc02\reynoja\263917.1

SECURITY INTEREST IN TRADEMARK RIGHTS

THIS SECURITY INTEREST IN TRADEMARK RIGHTS (this "Instrument"), dated as of August 30, 2001 is made by NCRAS MANAGEMENT, LP, a Delaware limited partnership (the "Obligor"), in favor of Wilmington Trust Company, a Delaware banking corporation, as collateral trustee (in such capacity the "Collateral Trustee") for the Secured Parties pursuant to the Collateral Agreement dated as of August 30, 2001 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among ANC Rental Corporation, a Delaware corporation and parent of the Obligor (the "Borrower"), the Obligor and certain subsidiaries of the Borrower parties thereto, the Secured Parties and the Collateral Trustee.

W I T N E S S E T H:

WHEREAS, the Lenders have severally agreed to make extensions of credit to the Borrower and to release cash collateral to the Borrower from the Cash Collateral Account upon the terms and subject to the conditions set forth in the Senior Loan Agreement;

WHEREAS, the Surety Parties, subject to certain terms and conditions, have agreed to issue, extend, renew, continue, increase and or permit to remain outstanding the Surety Bonds;

WHEREAS, the Borrower and the Obligor are engaged in related businesses, and the Obligor has derived, and will derive, substantial direct and indirect benefit from the making of the extensions of credit under the Senior Loan Agreement, the release of cash collateral from the Cash Collateral Account and the extension of the expiry dates, renewal, continuance, increase or issuance of the Surety Bonds;

WHEREAS, in connection with the making of the extensions of credit under the Senior Loan Agreement, the release of cash collateral from the Cash Collateral Account and the extension of the expiry dates, renewal, continuance, increase or issuance of the Surety Bonds, the Borrower and the Obligor executed and delivered the Collateral Agreement;

WHEREAS, pursuant to the Collateral Agreement, the Obligor pledged and granted to the Collateral Trustee for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Instrument;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Parties to make the extensions of credit under the Senior Loan Agreement, to release the cash collateral from the Cash Collateral Account and the to extend the expiry dates, renew, continue, increase or issue the Surety Bonds, as the case may be, the Obligor agrees, for the benefit of the Collateral Trustee and the Secured Parties, as follows:

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

SECTION 2. Grant of Security Interest. Subject to the provisions of the Intercreditor Agreement, the Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made at any time when a Notice of Acceleration is in effect assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Collateral Trustee, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. The security interests of the Collateral Trustee in the Trademarks described in this Instrument are subordinate to the security interests in favor of Congress Financial Corporation (Florida) and Lehman Commercial Paper Inc., each as the administrative agent under each of the New Credit Facilities, as described in the New Credit Facility Documents in accordance with the terms and provisions of the Intercreditor Agreement.

SECTION 3. Purpose. This Instrument 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 to the Secured Parties in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Collateral Agreement (and all rights and remedies of the Secured Parties 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 Secured Parties with respect to the security interest in the Trademarks granted hereby are more fully set forth in the 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 Instrument may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

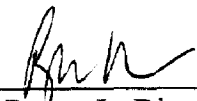
IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NCRAS MANAGEMENT, LP

By: NCRAS-GP, Inc., its general partner

By:   
Name: Jeffrey K. Simpson  
Title: Assistant Secretary

WILMINGTON TRUST COMPANY,  
as Collateral Trustee

By:   
Name: Bruce L. Bisson  
Title: Vice President

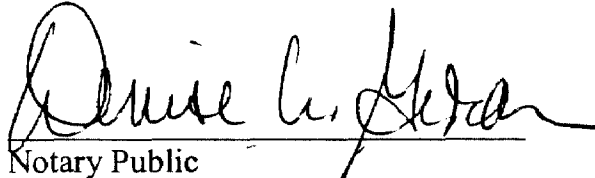
STATE OF DELAWARE     )  
  ) ss  
COUNTY OF NEW CASTLE )

On the 4<sup>th</sup> day of September, 2001, before me personally came Jeffrey K. Simpson, who is personally known to me to be the Assistant Secretary 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 Assistant Secretary 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.

*Rebecca E. Dreen*  
\_\_\_\_\_  
Notary Public **REBECCA E. GREEN**  
**NOTARY PUBLIC**  
**STATE OF DELAWARE**  
**My Commission Expires Feb. 8, 2006**  
(PLACE STAMP AND SEAL ABOVE)

STATE OF DELAWARE     )  
  ) ss  
COUNTY OF NEW CASTLE )

On the 4 day of September, 2001, before me personally came Bruce L. Bisson, who is personally known to me to be the Vice President of Wilmington Trust Company, a Delaware banking corporation; 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.



Notary Public

**DENISE M. GERAN**

**NOTARY PUBLIC-DELAWARE**

**My Commission Expires February 16, 2003**

(PLACE STAMP AND SEAL ABOVE)

**SCHEDULE A**

**U.S. Trademarks Registrations and Applications**

<u>Country</u>	<u>Trademark</u>	<u>Registration or Serial Number</u>
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U.S.	1-888-EMERALD	76/126/866
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U.S.	BARS DESIGN	1,334,744
U.S.	C.A.R.E.	2,043,641
U.S.	ELECTRONIC ADVANTAGE	1,583,986
U.S.	EXCELLENCE IN GLOBAL CAR RENTAL	1,816,524
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U.S.	EMERALD ELITE	1,653,347
U.S.	EMERALD EXTRA	2,050,707
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U.S.	NATIONAL	1,537,711
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U.S.	NATIONAL & Flag Design	1,534,669
U.S.	NATIONAL ATTENTION	1,204,869
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U.S.	ONE CLICK RENTAL	76/027,189



U.S.	ONE CLICK RESERVATION	76/027,343
U.S.	PAPER-LESS EXPRESS	1,506,441
U.S.	POWER PLUS	1,145,923
U.S.	PRIVILEGE	1,652,635
U.S.	QUICK RENT	1,862,026
U.S.	SMART KEY	1,613,270
U.S.	SPECIALS TO GO	2,418,439
U.S.	THE NATIONAL CAR RENTAL PRIORITY CARD	1,233,913
U.S.	VALUE PLUS	1,156,756
U.S.	WEEKEND BREAKS	1,871,604
U.S.	YOU DESERVE NATIONAL ATTENTION	1,209,042
U.S.	YOU'VE GOT PLACES TO GO. WE'VE GOT THE KEYS	2,037,238

Fried, Frank, Harris, Shriver & Jacobson  
1001 Pennsylvania Avenue, NW, Suite 800  
Washington, DC 20004-2505  
Tel: 202.639.7000  
Fax: 202.639.7003 (4) (8)  
www.ffhsj.com

Direct Line: 202.639.7255

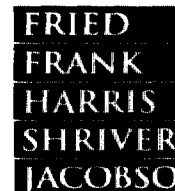
Fax: 202.639.7003

[caseyti@ffhsj.com](mailto:caseyti@ffhsj.com)

September 6, 2001

***Hand Delivery***

Ms. Rhonda Nicol  
Assignments Division  
Commissioner of Patents and Trademarks  
Attention: Customer Services Counter  
Crystal Gateway 4  
Third Floor  
1213 Jefferson Davis Highway  
Arlington, VA 22202



Re: Expedited Recordation of Security Interests in Trademarks, Trademark  
Applications and Copyrights

Dear Ms. Nicol:

This firm represents ANC Rental Corporation (a Delaware corporation) and its subsidiaries, including SRAC Management, LP, Alamo Rent-A-Car Management, NCRAS Management, LP, Spirit Rent-A-Car, Inc., and National Car Rental System, Inc.

Enclosed for expedited recordation, please find:

- (1) one Recordation Form Cover Sheet for Trademarks and Trademark Applications between SRAC Management, LP as conveying party and Wilmington Trust Company as receiving party with attached Grant of Security Interest; and
- (2) one Recordation Form Cover Sheet for Trademarks and Trademark Applications between Alamo Rent-A-Car Management as conveying party and Wilmington Trust Company as receiving party with attached Grant of Security Interest; and
- (3) one Recordation Form Cover Sheet for Trademarks and Trademark Applications between NCRAS Management, LP as conveying party and

A Partnership  
Including  
Professional  
Corporations

New York  
Washington  
Los Angeles  
London  
Paris

**TRADEMARK**  
**REEL: 002367 FRAME: 0691**

Ms. Rhonda Nicol

September 6, 2001

Page 2

Wilmington Trust Company as receiving party with attached Grant of Security Interest; and

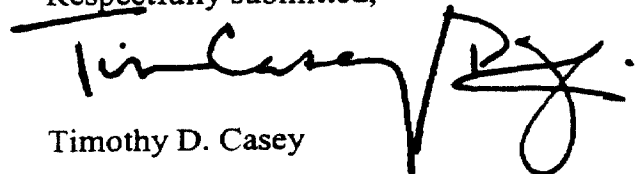
- (4) one Recordation Form Cover Sheet for Trademarks between Spirit Rent-A-Car, Inc. as conveying party and Wilmington Trust Company as receiving party with attached Grant of Security Interest.

Expedited recordation for the above is necessary due to extenuating circumstances in this matter. ANC Rental Corporation and Wilmington Trust Company are involved in a commercial transaction for which the attached Recordations are necessary to effectuate Wilmington Trust Company's rights. ANC Rental Corporation and Wilmington Trust Company cannot afford to record the attached documents on a non-expedited basis without running a risk that their respective rights could be negatively affected as the documents must be recorded on or before September 6, 2001. Expedited recordation is thus necessary to adequately protect both parties' rights.

Please find enclosed checks totaling \$2,310.00 (sufficient to cover the 6, 34, 44, and 2 trademark properties identified in the above-referenced four Trademark Recordation Form Cover Sheets, respectively) and \$480.00 (for expedited recordation of the above-referenced four Trademark Recordation Form Cover Sheets) associated with the recordation of these four Trademark Recordation Form Cover Sheets. The undersigned authorizes the Commissioner of Patents and Trademarks to credit any overpayment or charge any deficiency to Fried Frank deposit account no. 06-0920. Four copies of this letter and an extra copy of each of the Recordation Form Cover Sheets are enclosed for this purpose.

We also request that you return to the messenger a copy of this letter and its enclosures stamped received by the PTO as of today's date and a receipt. An extra copy of this letter and the enclosures are enclosed for this purpose.

Respectfully submitted,



Timothy D. Casey

TDC/jr  
Enclosures

THIS DOCUMENT CONTAINS SECURITY FEATURES. SEE BACK FOR DETAILS.

**FRIED, FRANK, HARRIS, SHRIVER & JACOBSON**

A PARTNERSHIP WHICH INCLUDES PROFESSIONAL CORPORATIONS

1001 Pennsylvania Avenue, NW  
Suite 800  
Washington, DC 20004

Citibank, F.S.B.  
Washington, DC

20036-0967

79804

15-7011-2540

08/31/01

ONE THOUSAND TWO HUNDRED THIRTY-FIVE AND 00/100 DOLLARS

\$1,235.00\*\*\*\*

PAY TO THE ORDER OF

COMMISSIONER OF PATENTS AND TRADEMARKS

⑈ 79804 ⑈ ⑆ 2540701161 ⑆ ⑈ 6653 0318 ⑈

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

Tab settings ⇄ ⇄ ⇄ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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  
 Corporation-State -  
 Other

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

2. Name and address of receiving party(ies):  
Name: Wilmington Trust Company  
Internal Address: Rodney Square North  
Street Address: 1100 North Market Street  
City: Wilmington State: DE Zip: 19890

Individual(s) Citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Delaware banking corporation

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

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other Security Interest

Execution Date: \_\_\_\_\_

4. Application number(s) or patent number(s):  
A. Trademark Application No.(s):  
76,046,840  
**See Schedule B**

B. Trademark Registration No.(s):  
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**See Schedule A**

Additional numbers attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Timothy D. Casey  
Fried, Frank, Harris, Shriver and Jacobson  
Internal Address: Suite 800  
Street Address: 1001 Pennsylvania Avenue, NW  
City: Washington State: DC Zip: 20004-2505

6. Total number of applications and patents involved: 14

7. Total fee (37 CFR 3.41).....\$1,235.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 06-0920  
(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.

Timothy D. Casey  
Name of Person Signing

Tim Casey  
Signature

9/6/01  
Date

Total number of pages including comprising cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: 14  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231

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U.S.	NATIONAL & BARS Design	1,338,402
U.S.	NATIONAL & Flag Design	1,534,669
U.S.	NATIONAL ATTENTION	1,204,869
U.S.	NATIONAL CAR RENTAL	1,540,913
U.S.	NATIONAL CAR RENTAL & FLAG Design	1,534,668
U.S.	NATIONAL CAR RENTAL & FLAG DESIGN ON GREEN BACKGROUND	2,363,789
U.S.	NATIONAL CAR RENTAL CENTER & Design	2,392,662
U.S.	NATIONAL EXPRESSWAY	1,197,405
U.S.	THE NATIONAL CAR RENTAL PRIVILEGE CARD	1,233,914
U.S.	NO PROBLEM	1,781,779
U.S.	ODYSSEY	2,398,367
U.S.	PAPER-LESS EXPRESS	1,506,441
U.S.	POWER PLUS	1,145,923
U.S.	PRIVILEGE	1,652,635
U.S.	QUICK RENT	1,862,026
U.S.	SMART KEY	1,613,270
U.S.	SPECIALS TO GO	2,418,439
U.S.	THE NATIONAL CAR RENTAL PRIORITY CARD	1,233,913

U.S.	VALUE PLUS	1,156,756
U.S.	WEEKEND BREAKS	1,871,604
U.S.	YOU DESERVE NATIONAL ATTENTION	1,209,042
U.S.	YOU'VE GOT PLACES TO GO. WE'VE GOT THE KEYS	2,037,238

**SCHEDULE B**

**U.S. Trademarks Applications**

<u>Country</u>	<u>Trademark</u>	<u>Serial Number</u>
U.S.	1-888-EMERALD	76/126/866
U.S.	GO YOUR OWN WAY	76/046,840
U.S.	ONE CLICK RENTAL	76/027,189
U.S.	ONE CLICK RESERVATION	76/027,343

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SECURITY INTEREST IN TRADEMARK RIGHTS

THIS SECURITY INTEREST IN TRADEMARK RIGHTS (this "Instrument"), dated as of August 30, 2001 is made by NCRAS MANAGEMENT, LP, a Delaware limited partnership (the "Obligor"), in favor of Wilmington Trust Company, a Delaware banking corporation, as collateral trustee (in such capacity the "Collateral Trustee") for the Secured Parties pursuant to the Collateral Agreement dated as of August 30, 2001 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among ANC Rental Corporation, a Delaware corporation and parent of the Obligor (the "Borrower"), the Obligor and certain subsidiaries of the Borrower parties thereto, the Secured Parties and the Collateral Trustee.

W I T N E S S E T H:

WHEREAS, the Lenders have severally agreed to make extensions of credit to the Borrower and to release cash collateral to the Borrower from the Cash Collateral Account upon the terms and subject to the conditions set forth in the Senior Loan Agreement;

WHEREAS, the Surety Parties, subject to certain terms and conditions, have agreed to issue, extend, renew, continue, increase and or permit to remain outstanding the Surety Bonds;

WHEREAS, the Borrower and the Obligor are engaged in related businesses, and the Obligor has derived, and will derive, substantial direct and indirect benefit from the making of the extensions of credit under the Senior Loan Agreement, the release of cash collateral from the Cash Collateral Account and the extension of the expiry dates, renewal, continuance, increase or issuance of the Surety Bonds;

WHEREAS, in connection with the making of the extensions of credit under the Senior Loan Agreement, the release of cash collateral from the Cash Collateral Account and the extension of the expiry dates, renewal, continuance, increase or issuance of the Surety Bonds, the Borrower and the Obligor executed and delivered the Collateral Agreement;

WHEREAS, pursuant to the Collateral Agreement, the Obligor pledged and granted to the Collateral Trustee for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Instrument;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Parties to make the extensions of credit under the Senior Loan Agreement, to release the cash collateral from the Cash Collateral Account and the to extend the expiry dates, renew, continue, increase or issue the Surety Bonds, as the case may be, the Obligor agrees, for the benefit of the Collateral Trustee and the Secured Parties, as follows:

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

SECTION 2. Grant of Security Interest. Subject to the provisions of the Intercreditor Agreement, the Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made at any time when a Notice of Acceleration is in effect assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Collateral Trustee, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. The security interests of the Collateral Trustee in the Trademarks described in this Instrument are subordinate to the security interests in favor of Congress Financial Corporation (Florida) and Lehman Commercial Paper Inc., each as the administrative agent under each of the New Credit Facilities, as described in the New Credit Facility Documents in accordance with the terms and provisions of the Intercreditor Agreement.

SECTION 3. Purpose. This Instrument 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 to the Secured Parties in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Collateral Agreement (and all rights and remedies of the Secured Parties 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 Secured Parties with respect to the security interest in the Trademarks granted hereby are more fully set forth in the 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 Instrument 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 Instrument 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: Jeffrey K. Simpson  
Title: Assistant Secretary

WILMINGTON TRUST COMPANY,  
as Collateral Trustee

By:   
Name: Bruce L. Bisson  
Title: Vice President

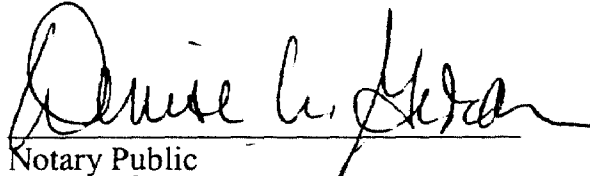
STATE OF DELAWARE     )  
  ) ss  
COUNTY OF NEW CASTLE )

On the 4<sup>th</sup> day of September, 2001, before me personally came Jeffrey K. Simpson, who is personally known to me to be the Assistant Secretary 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 Assistant Secretary 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.

Rebecca E. Green  
Notary Public **REBECCA E. GREEN**  
**NOTARY PUBLIC**  
**STATE OF DELAWARE**  
**My Commission Expires Feb. 8, 2005**  
(PLACE STAMP AND SEAL ABOVE)

STATE OF DELAWARE     )  
  ) ss  
COUNTY OF NEW CASTLE )

On the 4 day of September, 2001, before me personally came Bruce L. Bisson, who is personally known to me to be the Vice President of Wilmington Trust Company, a Delaware banking corporation; 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.



Notary Public

**DENISE M. GERAN**

**NOTARY PUBLIC-DELAWARE**

**My Commission Expires February 16, 2003**

(PLACE STAMP AND SEAL ABOVE)

**SCHEDULE A**

**U.S. Trademarks Registrations and Applications**

<u>Country</u>	<u>Trademark</u>	<u>Registration or Serial Number</u>
U.S.	1-800-CAR-RENT	1,771,905
U.S.	1-888-EMERALD	76/126/866
U.S.	A WORLD OF OPPORTUNITY FOR FREQUENT FLYERS	1,900,930
U.S.	BARS DESIGN	1,334,744
U.S.	C.A.R.E.	2,043,641
U.S.	ELECTRONIC ADVANTAGE	1,583,986
U.S.	EXCELLENCE IN GLOBAL CAR RENTAL	1,816,524
U.S.	EMERALD AGENCY	1,718,834
U.S.	EMERALD AISLE	1,530,135
U.S.	EMERALD CARE	1,682,902
U.S.	EMERALD CARE	1,724,181
U.S.	EMERALD CLUB	1,482,719
U.S.	EMERALD CLUB & Design	2,132,844
U.S.	EMERALD CLUB AISLE SERVICE	2,035,767
U.S.	EMERALD ELITE	1,653,347
U.S.	EMERALD EXTRA	2,050,707
U.S.	EMERALD PLUS	1,479,050
U.S.	EMERALD UNIVERSITY	1,675,421
U.S.	EXPRESSWAY	1,572,460
U.S.	FLAG & Design	1,536,821
U.S.	GO YOUR OWN WAY	76/046,840
U.S.	GREEN KEY	1,853, 850
U.S.	GREEN MEANS GO	1,892,377
U.S.	HANDHELD RETURN SERVICE	2,038,434
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U.S.	NATIONAL & BARS Design	1,338,402
U.S.	NATIONAL & Flag Design	1,534,669
U.S.	NATIONAL ATTENTION	1,204,869
U.S.	NATIONAL CAR RENTAL	1,540,913
U.S.	NATIONAL CAR RENTAL & FLAG Design	1,534,668
U.S.	NATIONAL CAR RENTAL & FLAG DESIGN ON GREEN BACKGROUND	2,363,789
U.S.	NATIONAL CAR RENTAL CENTER & Design	2,392,662
U.S.	NATIONAL EXPRESSWAY	1,197,405
U.S.	THE NATIONAL CAR RENTAL PRIVILEGE CARD	1,233,914
U.S.	NO PROBLEM	1,781,779
U.S.	ODYSSEY	2,398,367
U.S.	ONE CLICK RENTAL	76/027,189

U.S.	ONE CLICK RESERVATION	76/027,343
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U.S.	SMART KEY	1,613,270
U.S.	SPECIALS TO GO	2,418,439
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U.S.	VALUE PLUS	1,156,756
U.S.	WEEKEND BREAKS	1,871,604
U.S.	YOU DESERVE NATIONAL ATTENTION	1,209,042
U.S.	YOU'VE GOT PLACES TO GO. WE'VE GOT THE KEYS	2,037,238

Fried, Frank, Harris, Shriver & Jacobson  
1001 Pennsylvania Avenue, NW, Suite 800  
Washington, DC 20004-2505  
Tel: 202.639.7000  
Fax: 202.639.7003 (4) (8)  
www.ffhsj.com

Direct Line: 202.639.7255  
Fax: 202.639.7003  
[caseyti@ffhsj.com](mailto:caseyti@ffhsj.com)

September 6, 2001

***Hand Delivery***

Ms. Rhonda Nicol  
Assignments Division  
Commissioner of Patents and Trademarks  
Attention: Customer Services Counter  
Crystal Gateway 4  
Third Floor  
1213 Jefferson Davis Highway  
Arlington, VA 22202



Re: Expedited Recordation of Security Interests in Trademarks, Trademark  
Applications and Copyrights

Dear Ms. Nicol:

This firm represents ANC Rental Corporation (a Delaware corporation) and its subsidiaries, including SRAC Management, LP, Alamo Rent-A-Car Management, NCRAS Management, LP, Spirit Rent-A-Car, Inc., and National Car Rental System, Inc.

Enclosed for expedited recordation, please find:

- (1) one Recordation Form Cover Sheet for Trademarks and Trademark Applications between SRAC Management, LP as conveying party and Wilmington Trust Company as receiving party with attached Grant of Security Interest; and
- (2) one Recordation Form Cover Sheet for Trademarks and Trademark Applications between Alamo Rent-A-Car Management as conveying party and Wilmington Trust Company as receiving party with attached Grant of Security Interest; and
- (3) one Recordation Form Cover Sheet for Trademarks and Trademark Applications between NCRAS Management, LP as conveying party and

A Partnership  
Including  
Professional  
Corporations

New York  
Washington  
Los Angeles  
London  
Paris

TRADEMARK  
REEL: 002367 FRAME: 0705



Ms. Rhonda Nicol

September 6, 2001

Page 2

Wilmington Trust Company as receiving party with attached Grant of Security Interest; and

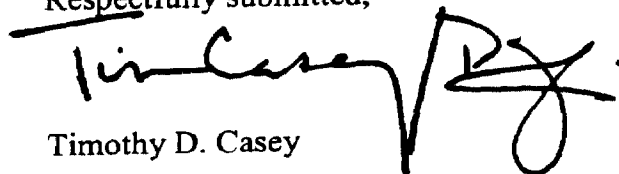
- (4) one Recordation Form Cover Sheet for Trademarks between Spirit Rent-A-Car, Inc. as conveying party and Wilmington Trust Company as receiving party with attached Grant of Security Interest.

Expedited recordation for the above is necessary due to extenuating circumstances in this matter. ANC Rental Corporation and Wilmington Trust Company are involved in a commercial transaction for which the attached Recordations are necessary to effectuate Wilmington Trust Company's rights. ANC Rental Corporation and Wilmington Trust Company cannot afford to record the attached documents on a non-expedited basis without running a risk that their respective rights could be negatively affected as the documents must be recorded on or before September 6, 2001. Expedited recordation is thus necessary to adequately protect both parties' rights.

Please find enclosed checks totaling \$2,310.00 (sufficient to cover the 6, 34, 44, and 2 trademark properties identified in the above-referenced four Trademark Recordation Form Cover Sheets, respectively) and \$480.00 (for expedited recordation of the above-referenced four Trademark Recordation Form Cover Sheets) associated with the recordation of these four Trademark Recordation Form Cover Sheets. The undersigned authorizes the Commissioner of Patents and Trademarks to credit any overpayment or charge any deficiency to Fried Frank deposit account no. 06-0920. Four copies of this letter and an extra copy of each of the Recordation Form Cover Sheets are enclosed for this purpose.

We also request that you return to the messenger a copy of this letter and its enclosures stamped received by the PTO as of today's date and a receipt. An extra copy of this letter and the enclosures are enclosed for this purpose.

Respectfully submitted,

  
Timothy D. Casey

TDC/jr  
Enclosures

THIS DOCUMENT CONTAINS SECURITY FEATURES - SEE BACK FOR DETAILS

**FRIED, FRANK, HARRIS, SHRIVER & JACOBSON**

A PARTNERSHIP WHICH INCLUDES PROFESSIONAL CORPORATIONS  
1001 Pennsylvania Avenue, NW  
Suite 800  
Washington, DC 20004

Citibank, F.S.B.  
Washington, DC 20036-0867

79804

15-7011-2540

08/31/01

\$1,235.00\*\*\*\*\*

ONE THOUSAND TWO HUNDRED THIRTY-FIVE AND 00/100 DOLLARS

PAY TO THE ORDER OF

COMMISSIONER OF PATENTS AND TRADEMARKS

⑈79804⑈ ⑆254070116⑆ ⑈6653 0318⑈

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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  
 Corporation-State -  
 Other

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

2. Name and address of receiving party(ies):  
Name: Wilmington Trust Company  
Internal Address: Rodney Square North  
Street Address: 1100 North Market Street  
City: Wilmington State: DE Zip: 19890

Individual(s) Citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Delaware banking corporation

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

3. Nature of conveyance:

Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other Security Interest

Execution Date: \_\_\_\_\_

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

A. Trademark Application No.(s):  
76,046,840  
**See Schedule B**

B. Trademark Registration No.(s):  
1,771,905  
**See Schedule A**

Additional numbers attached  Yes  No

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

Name: Timothy D. Casey  
Fried, Frank, Harris, Shriver and Jacobson  
Internal Address: Suite 800  
Street Address: 1001 Pennsylvania Avenue, NW  
City: Washington State: DC Zip: 20004-2505

6. Total number of applications and patents involved: 44

7. Total fee (37 CFR 3.41).....\$1,235.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 06-0920  
(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.

Timothy D. Casey                      Tim Casey                      9/6/01  
Name of Person Signing                      Signature                      Date

Total number of pages including comprising cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: 14  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231

## SCHEDULE A

### U.S. Trademarks Registrations

<u>Country</u>	<u>Trademark</u>	<u>Registration Number</u>
U.S.	1-800-CAR-RENT	1,771,905
U.S.	A WORLD OF OPPORTUNITY FOR FREQUENT FLYERS	1,900,930
U.S.	BARS DESIGN	1,334,744
U.S.	C.A.R.E.	2,043,641
U.S.	ELECTRONIC ADVANTAGE	1,583,986
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U.S.	EMERALD ELITE	1,653,347
U.S.	EMERALD EXTRA	2,050,707
U.S.	EMERALD PLUS	1,479,050
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U.S.	VALUE PLUS	1,156,756
U.S.	WEEKEND BREAKS	1,871,604
U.S.	YOU DESERVE NATIONAL ATTENTION	1,209,042
U.S.	YOU'VE GOT PLACES TO GO. WE'VE GOT THE KEYS	2,037,238

**SCHEDULE B**

**U.S. Trademarks Applications**

<b><u>Country</u></b>	<b><u>Trademark</u></b>	<b><u>Serial Number</u></b>
U.S.	1-888-EMERALD	76/126,866
U.S.	GO YOUR OWN WAY	76/046,840
U.S.	ONE CLICK RENTAL	76/027,189
U.S.	ONE CLICK RESERVATION	76/027,343

ffdc02\reynoja\263917.1

## SECURITY INTEREST IN TRADEMARK RIGHTS

THIS SECURITY INTEREST IN TRADEMARK RIGHTS (this "Instrument"), dated as of August 30, 2001 is made by NCRAS MANAGEMENT, LP, a Delaware limited partnership (the "Obligor"), in favor of Wilmington Trust Company, a Delaware banking corporation, as collateral trustee (in such capacity the "Collateral Trustee") for the Secured Parties pursuant to the Collateral Agreement dated as of August 30, 2001 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among ANC Rental Corporation, a Delaware corporation and parent of the Obligor (the "Borrower"), the Obligor and certain subsidiaries of the Borrower parties thereto, the Secured Parties and the Collateral Trustee.

### W I T N E S S E T H:

WHEREAS, the Lenders have severally agreed to make extensions of credit to the Borrower and to release cash collateral to the Borrower from the Cash Collateral Account upon the terms and subject to the conditions set forth in the Senior Loan Agreement;

WHEREAS, the Surety Parties, subject to certain terms and conditions, have agreed to issue, extend, renew, continue, increase and or permit to remain outstanding the Surety Bonds;

WHEREAS, the Borrower and the Obligor are engaged in related businesses, and the Obligor has derived, and will derive, substantial direct and indirect benefit from the making of the extensions of credit under the Senior Loan Agreement, the release of cash collateral from the Cash Collateral Account and the extension of the expiry dates, renewal, continuance, increase or issuance of the Surety Bonds;

WHEREAS, in connection with the making of the extensions of credit under the Senior Loan Agreement, the release of cash collateral from the Cash Collateral Account and the extension of the expiry dates, renewal, continuance, increase or issuance of the Surety Bonds, the Borrower and the Obligor executed and delivered the Collateral Agreement;

WHEREAS, pursuant to the Collateral Agreement, the Obligor pledged and granted to the Collateral Trustee for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Instrument;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Parties to make the extensions of credit under the Senior Loan Agreement, to release the cash collateral from the Cash Collateral Account and the to extend the expiry dates, renew, continue, increase or issue the Surety Bonds, as the case may be, the Obligor agrees, for the benefit of the Collateral Trustee and the Secured Parties, as follows:

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

SECTION 2. Grant of Security Interest. Subject to the provisions of the Intercreditor Agreement, the Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made at any time when a Notice of Acceleration is in effect assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Collateral Trustee, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. The security interests of the Collateral Trustee in the Trademarks described in this Instrument are subordinate to the security interests in favor of Congress Financial Corporation (Florida) and Lehman Commercial Paper Inc., each as the administrative agent under each of the New Credit Facilities, as described in the New Credit Facility Documents in accordance with the terms and provisions of the Intercreditor Agreement.

SECTION 3. Purpose. This Instrument 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 to the Secured Parties in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Collateral Agreement (and all rights and remedies of the Secured Parties 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 Secured Parties with respect to the security interest in the Trademarks granted hereby are more fully set forth in the 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.

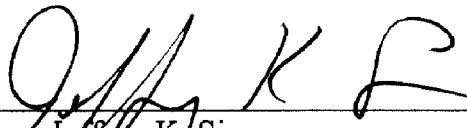
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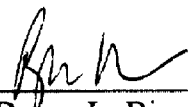
IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NCRAS MANAGEMENT, LP

By: NCRAS-GP, Inc., its general partner

By:   
Name: Jeffrey K. Simpson  
Title: Assistant Secretary

WILMINGTON TRUST COMPANY,  
as Collateral Trustee

By:   
Name: Bruce L. Bisson  
Title: Vice President

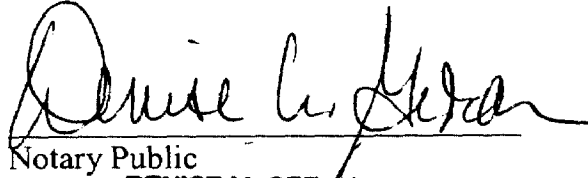
STATE OF DELAWARE     )  
  ) ss  
COUNTY OF NEW CASTLE )

On the 4<sup>th</sup> day of September, 2001, before me personally came Jeffrey K. Simpson, who is personally known to me to be the Assistant Secretary 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 Assistant Secretary 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.

Rebecca E. Dreen  
Notary Public     **REBECCA E. GREEN**  
                                  **NOTARY PUBLIC**  
                                  **STATE OF DELAWARE**  
                                  **My Commission Expires Feb. 8, 2005**  
**(PLACE STAMP AND SEAL ABOVE)**

STATE OF DELAWARE     )  
  ) ss  
COUNTY OF NEW CASTLE )

On the 4 day of September, 2001, before me personally came Bruce L. Bisson, who is personally known to me to be the Vice President of Wilmington Trust Company, a Delaware banking corporation; 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.



Notary Public

**DENISE M. GERAN**

**NOTARY PUBLIC-DELAWARE**

**My Commission Expires February 18, 2003**

(PLACE STAMP AND SEAL ABOVE)

**SCHEDULE A**

**U.S. Trademarks Registrations and Applications**

<u>Country</u>	<u>Trademark</u>	<u>Registration or Serial Number</u>
U.S.	1-800-CAR-RENT	1,771,905
U.S.	1-888-EMERALD	76/126/866
U.S.	A WORLD OF OPPORTUNITY FOR FREQUENT FLYERS	1,900,930
U.S.	BARS DESIGN	1,334,744
U.S.	C.A.R.E.	2,043,641
U.S.	ELECTRONIC ADVANTAGE	1,583,986
U.S.	EXCELLENCE IN GLOBAL CAR RENTAL	1,816,524
U.S.	EMERALD AGENCY	1,718,834
U.S.	EMERALD AISLE	1,530,135
U.S.	EMERALD CARE	1,682,902
U.S.	EMERALD CARE	1,724,181
U.S.	EMERALD CLUB	1,482,719
U.S.	EMERALD CLUB & Design	2,132,844
U.S.	EMERALD CLUB AISLE SERVICE	2,035,767
U.S.	EMERALD ELITE	1,653,347
U.S.	EMERALD EXTRA	2,050,707
U.S.	EMERALD PLUS	1,479,050
U.S.	EMERALD UNIVERSITY	1,675,421
U.S.	EXPRESSWAY	1,572,460
U.S.	FLAG & Design	1,536,821
U.S.	GO YOUR OWN WAY	76/046,840
U.S.	GREEN KEY	1,853, 850
U.S.	GREEN MEANS GO	1,892,377
U.S.	HANDHELD RETURN SERVICE	2,038,434
U.S.	NATIONAL	1,537,711
U.S.	NATIONAL & BARS Design	1,338,402
U.S.	NATIONAL & Flag Design	1,534,669
U.S.	NATIONAL ATTENTION	1,204,869
U.S.	NATIONAL CAR RENTAL	1,540,913
U.S.	NATIONAL CAR RENTAL & FLAG Design	1,534,668
U.S.	NATIONAL CAR RENTAL & FLAG DESIGN ON GREEN BACKGROUND	2,363,789
U.S.	NATIONAL CAR RENTAL CENTER & Design	2,392,662
U.S.	NATIONAL EXPRESSWAY	1,197,405
U.S.	THE NATIONAL CAR RENTAL PRIVILEGE CARD	1,233,914
U.S.	NO PROBLEM	1,781,779
U.S.	ODYSSEY	2,398,367
U.S.	ONE CLICK RENTAL	76/027,189

U.S.	ONE CLICK RESERVATION	76/027,343
U.S.	PAPER-LESS EXPRESS	1,506,441
U.S.	POWER PLUS	1,145,923
U.S.	PRIVILEGE	1,652,635
U.S.	QUICK RENT	1,862,026
U.S.	SMART KEY	1,613,270
U.S.	SPECIALS TO GO	2,418,439
U.S.	THE NATIONAL CAR RENTAL PRIORITY CARD	1,233,913
U.S.	VALUE PLUS	1,156,756
U.S.	WEEKEND BREAKS	1,871,604
U.S.	YOU DESERVE NATIONAL ATTENTION	1,209,042
U.S.	YOU'VE GOT PLACES TO GO. WE'VE GOT THE KEYS	2,037,238

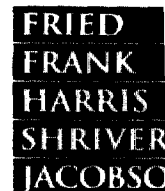
Fried, Frank, Harris, Shriver & Jacobson  
1001 Pennsylvania Avenue, NW, Suite 800  
Washington, DC 20004-2505  
Tel: 202.639.7000  
Fax: 202.639.7003 (4) (8)  
www.ffhsj.com

Direct Line: 202.639.7255  
Fax: 202.639.7003  
[caseyti@ffhsj.com](mailto:caseyti@ffhsj.com)

September 6, 2001

***Hand Delivery***

Ms. Rhonda Nicol  
Assignments Division  
Commissioner of Patents and Trademarks  
Attention: Customer Services Counter  
Crystal Gateway 4  
Third Floor  
1213 Jefferson Davis Highway  
Arlington, VA 22202



Re: Expedited Recordation of Security Interests in Trademarks, Trademark  
Applications and Copyrights

Dear Ms. Nicol:

This firm represents ANC Rental Corporation (a Delaware corporation) and its subsidiaries, including SRAC Management, LP, Alamo Rent-A-Car Management, NCRAS Management, LP, Spirit Rent-A-Car, Inc., and National Car Rental System, Inc.

Enclosed for expedited recordation, please find:

- (1) one Recordation Form Cover Sheet for Trademarks and Trademark Applications between SRAC Management, LP as conveying party and Wilmington Trust Company as receiving party with attached Grant of Security Interest; and
- (2) one Recordation Form Cover Sheet for Trademarks and Trademark Applications between Alamo Rent-A-Car Management as conveying party and Wilmington Trust Company as receiving party with attached Grant of Security Interest; and
- (3) one Recordation Form Cover Sheet for Trademarks and Trademark Applications between NCRAS Management, LP as conveying party and

A Partnership  
Including  
Professional  
Corporations

New York  
Washington  
Los Angeles  
London  
Paris

Ms. Rhonda Nicol

September 6, 2001

Page 2

Wilmington Trust Company as receiving party with attached Grant of Security Interest; and

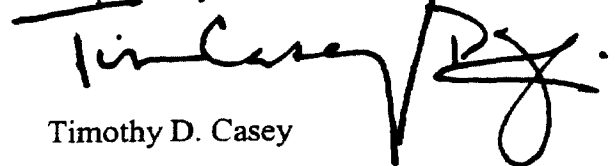
- (4) one Recordation Form Cover Sheet for Trademarks between Spirit Rent-A-Car, Inc. as conveying party and Wilmington Trust Company as receiving party with attached Grant of Security Interest.

Expedited recordation for the above is necessary due to extenuating circumstances in this matter. ANC Rental Corporation and Wilmington Trust Company are involved in a commercial transaction for which the attached Recordations are necessary to effectuate Wilmington Trust Company's rights. ANC Rental Corporation and Wilmington Trust Company cannot afford to record the attached documents on a non-expedited basis without running a risk that their respective rights could be negatively affected as the documents must be recorded on or before September 6, 2001. Expedited recordation is thus necessary to adequately protect both parties' rights.

Please find enclosed checks totaling \$2,310.00 (sufficient to cover the 6, 34, 44, and 2 trademark properties identified in the above-referenced four Trademark Recordation Form Cover Sheets, respectively) and \$480.00 (for expedited recordation of the above-referenced four Trademark Recordation Form Cover Sheets) associated with the recordation of these four Trademark Recordation Form Cover Sheets. The undersigned authorizes the Commissioner of Patents and Trademarks to credit any overpayment or charge any deficiency to Fried Frank deposit account no. 06-0920. Four copies of this letter and an extra copy of each of the Recordation Form Cover Sheets are enclosed for this purpose.

We also request that you return to the messenger a copy of this letter and its enclosures stamped received by the PTO as of today's date and a receipt. An extra copy of this letter and the enclosures are enclosed for this purpose.

Respectfully submitted,



Timothy D. Casey

TDC/jr  
Enclosures

THIS DOCUMENT CONTAINS SECURITY FEATURES - SEE BACK FOR DETAILS

**FRIED, FRANK, HARRIS, SHRIVER & JACOBSON**

A PARTNERSHIP WHICH INCLUDES PROFESSIONAL CORPORATIONS

1001 Pennsylvania Avenue, NW

Suite 800

Washington, DC 20004

Citibank, F.S.B.

Washington, DC 20036-0867

79804

15-7011-2540

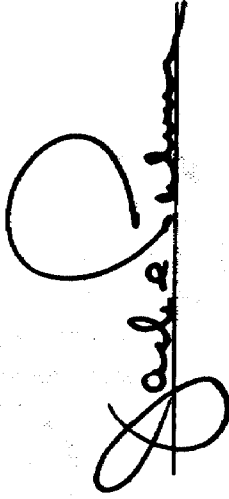
08/31/01

\$1,235.00\*\*\*\*\*

ONE THOUSAND TWO HUNDRED THIRTY-FIVE AND 00/100 DOLLARS

PAY TO THE ORDER OF

COMMISSIONER OF PATENTS AND TRADEMARKS



⑈ 79804 ⑈ ⑆ 254070116 ⑆ ⑈ 6653 0318 ⑈



Fried, Frank, Harris, Shriver & Jacobson  
1001 Pennsylvania Avenue, NW, Suite 800  
Washington, DC 20004-2505  
Tel: 202.639.7000  
Fax: 202.639.7003 (4) (8)  
www.ffhsj.com

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Direct Line: 202.639.7255  
Fax: 202.639.7003  
[caseyti@ffhsj.com](mailto:caseyti@ffhsj.com)

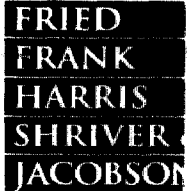
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Crystal Gateway 4  
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Arlington, VA 22202

09-06-2001  
U.S. Patent & TMOfo/TM Mail Rept. Dt. #40

US PATENT &  
TRADEMARK OFFICE  
2001 SEP -6 P 3:27  
ADL MARK FEE PROCESS.  
RECEIVED



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Ms. Rhonda Nicol

September 6, 2001

Page 2

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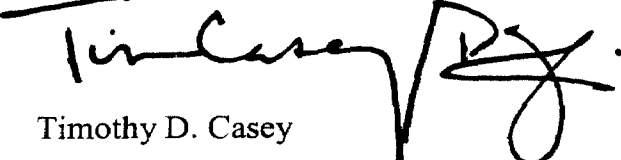
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