Form **PTO-1594** (Rev. 03/01)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

OMB No. 0651-0027 (exp. 5/31/2002)	101853119
Tab settings ⇔ ⇔ ▼ ▼	* * * * * * * * * * * * * * * * * * *
To the Honorable Commissioner of Patents and Tradem	arks: Please record the attached original documents or copy thereof:
1. Name of conveying party(ies): Spirit Rent-A-Car, Inc. Individual(s) General Partnership Corporation-State - Other Additional name(s) of conveying party(ies) attached? Assignment Security Agreement Other Change of Name Change of Name Execution Date:	Internal Address: Rodney Square North Street Address: 1100 North Market Street
	Traditional numbers of decisions and the English and the Engli
Application number(s) or patent number(s): C. Trademark Application No.(s).:	D. Trademark Registration No.(s).: 2,150,779
Additional numbers	attached 🔲 Yes 🖾 No
Name and address of party to whom correspondence concerning document should be mailed: Name: Timothy D. Casey	6. Total number of applications and patents involved: 7. Total fee (37 CFR 3.41)\$185.00 □ 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)
481 40.00 UP 482 25.00 UP DO NOT U	ISE THIS SPACE 용
Statement and signature	<u>입</u>
To the best of my knowledge and belief, the foregoing information original document.	ation is true and correct and any attagned copy is a true copy of the
Timothy D. Casey	Signature V Signature Date
Name of Person Signing Total number of pages including comprising	Signature Date Date g cover sheet, attachments, and dealument:
	with required cover sheet information to

Commissioner of Patents and Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK

REEL: 002372 FRAME: 0001

SECURITY INTEREST IN TRADEMARK RIGHTS

THIS SECURITY INTEREST IN TRADEMARK RIGHTS (this "Instrument"), dated as of August 30, 2001 is made by SPIRIT RENT-A-CAR, Inc., an Ohio corporation (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.

WITNESSETH:

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;

55110-1

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. <u>Definitions</u>. 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. <u>Purpose</u>. 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. <u>Acknowledgment</u>. 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. <u>Counterparts</u>. 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.

55110-1

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.

SPIRIT RENT-A-CAR, INC.

Name. Jehrey K./Simpson

Title: Vice President and Assistant Secretary

WILMINGTON TRUST COMPANY, as Collateral Trustee

By:_

Name: Bruce L. Bisson

Title: Vice President

55110-1

STATE OF DELAWARE)	
)	SS
COUNTY OF NEW CASTLE)	

On the LHL day of September, 2001, before me personally came Jeffrey K. Simpson, who is personally known to me to be the Vice President and Assistant Secretary of SPIRIT RENT-A-CAR, Inc., an Ohio 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 PubliceBECCA 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.

otary 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>Trademark</u>	Registration or Serial Number		
CATCH THE SPIRIT!	2,150,779		
SPIRIT RENT-A-CAR	1,617,083		

55110-1

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





U.S. Patent & TMOfc/TM Mail Ropt. Dt. #40

Direct Line: 202.639.7255

Fax: 202.639.7003 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

US PATENT & TRADEMARK OFFICE

RECEIVED



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

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)	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 attac	hed original documer	nts or copy thereof:	
1. Name of conveying party(ies):	Association Limited Partnership ached? Yes No Merger Change of Name	Name: Wilmington Internal Address: Street Address: City: Wilmington Individual(s) Association General Part Limited Partn Corporation- Other Delaw If assignee is not do	ss of receiving party(ion Trust Company Rodney Square North 1100 North Market Structure State: Citizenship nership state vare banking corporationicited in the United St	ion	
Execution Date:		(Designations must	gnation is attached: be a separate documer address(es) attached	nt from assignment)	
4. Application number(s) or patent num	ber(s):	D. Tradamada F	Registration No.(s).:		
C. Trademark Application No.(s).:		2,150,779 1,617,083	Cogradation 140.(8)		
	Additional numbers attac	hed 🔲 Yes 🖾 No			
Name and address of party to whom concerning document should be main than a state of the party of the pa		6. Total number of a	applications and pater	nts involved: 2	
Name: Timothy D. Casey	, , <u>.</u> .	7. Total fee (37 CFF	₹ 3.41)\$ <u>185.</u>	00	
Fried, Frank, Harris, Sl		☐ Enclose	ed zed to be charged to o	deposit account	
Street Address: 1001 Pennsylvania	·	8. Deposit account	number: <u>06-0920</u>		
City: <u>Washington</u> State: <u>DC</u>	Zip: <u>20004-2505</u>		opy of this page if paying	g 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	_\lim	Leny V	4 9	6 1	
Name of Person Signing		Signature	1	Date	
Total number of pages	including comprising co	ver sheet, attachmen	ts, and document:	10	

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks, Box Assignments

Washington, D.C. 20231

SECURITY INTEREST IN TRADEMARK RIGHTS

THIS SECURITY INTEREST IN TRADEMARK RIGHTS (this "Instrument"), dated as of August 30, 2001 is made by SPIRIT RENT-A-CAR, Inc., an Ohio corporation (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.

WITNESSETH:

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;

55110-1

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. <u>Definitions</u>. 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. <u>Purpose</u>. 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.

55110-1

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.

SPIRIT RENT-A-CAR, INC.

Name. Jeffrey K Simpson

Title: Vice President and Assistant Secretary

WILMINGTON TRUST COMPANY, as Collateral Trustee

3y:____

Name: Bruce L. Bisson

Title:

Vice President

55110-1

STATE OF DELAWARE)	
) s	S
COUNTY OF NEW CASTLE)	

On the He day of September, 2001, before me personally came Jeffrey K. Simpson, who is personally known to me to be the Vice President and Assistant Secretary of SPIRIT RENT-A-CAR, Inc., an Ohio 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 PubliceBECCA E. GREEN
NOTARY PUBLIC
STATE OF DELAWARE

My Commission Expires Feb. 8, 2006 (PLACE STAMP AND SEAL ABOVE)

REEL: 002372 FRAME: 0014

STATE OF DELAWARE)	
)	S
COUNTY OF NEW CASTLE	`	

On the 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

NOTARY PUBLIC-DELAWARE
My Commission Expires February 16, 2003

(PLACE STAMP AND SEAL ABOVE)

55110-1

SCHEDULE A

U.S. Trademarks Registrations and Applications

Trademark	Registration or Serial Number		
CATCH THE SPIRIT!	2,150,779		
SPIRIT RENT-A-CAR	1,617,083		

55110-1

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

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



FRIED

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:

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- (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.

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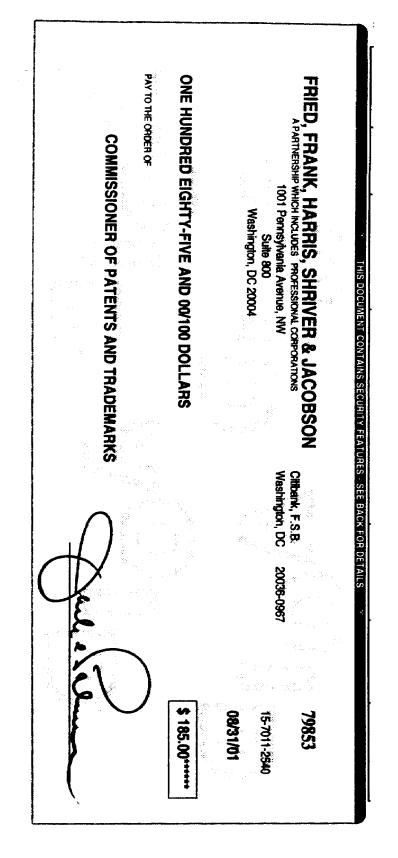
Please find enclosed checks totaling \$2,310.00 (sufficient to cover the 6, 34, 44, and 2 trademark properties identified in the above-referenced four Trademark Recordation Form Cover Sheets, respectively) and \$480.00 (for expedited recordation of the above-referenced four Trademark Recordation Form 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



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(Re	n PTO-1594 v. 03/01) 3 No. 0651-0027 (exp. 5/31/2002)	TRADEMAI		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
	Tab settings ⇔ ⇔ ⇔	▼ ▼	▼ ▼	* * *	
	To the Honorable Commissioner of I	Patents and Trademarks:	Please record the attac	hed original documents or copy thereof:	
Addi 3.	Name of conveying party(ies): Spirit Rent-A-Car, Inc. Individual(s) General Partnership Corporation-State - Other tional name(s) of conveying party(ies) attack Nature of conveyance: Assignment Security Agreement Other Security Interest	Association Limited Partnership	2. Name and address Name: Wilmington Internal Address: 1 City: Wilmington Individual(s) C Association General Partrel Limited Partner Corporation-S Other Delaws If assignee is not do	s of receiving party(ies):	
Exe	cution Date:		(Designations must I	be a separate document from assignment) Laddress(es) attached? Yes No	
4.	4. Application number(s) or patent number(s): C. Trademark Application No.(s).: D. Trademark Registration No.(s).: 2,150,779 1,617,083				
		Additional numbers attac			
5.	Name and address of party to whom concerning document should be maile	correspondence		oplications and patents involved:	
	Name: Timothy D. Casey		7. Total fee (37 CFR	3.41)\$185.00	
	Fried, Frank, Harris, Shr Internal Address: Suite 800 Street Address: 1001 Pennsylvania A City: Washington State: DC		8. Deposit account n	ed to be charged to deposit account	
		DO NOT USE T	HIS SPACE	Marie Control of the	
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	النبا	lever 175	6 961	
	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:

Commissioner of Patents and Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK

REEL: 002372 FRAME: 0020

SECURITY INTEREST IN TRADEMARK RIGHTS

THIS SECURITY INTEREST IN TRADEMARK RIGHTS (this "Instrument"), dated as of August 30, 2001 is made by SPIRIT RENT-A-CAR, Inc., an Ohio corporation (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.

WITNESSETH:

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;

55110-1

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. <u>Definitions</u>. 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. <u>Purpose</u>. 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.

55110-1

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.

SPIRIT RENT-A-CAR, INC.

Name: Jeffrey K/S

Title: Vice President and Assistant Secretary

WILMINGTON TRUST COMPANY,

as Collateral Trustee

By:____

Name: Bruce L. Bisson

Title:

Vice President

55110-1

STATE OF DELAWARE)	
)	SS
COUNTY OF NEW CASTLE)	

On the He day of September, 2001, before me personally came Jeffrey K. Simpson, who is personally known to me to be the Vice President and Assistant Secretary of SPIRIT RENT-A-CAR, Inc., an Ohio 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 PublicEBECCA 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.

otary 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>Trademark</u>	Registration or Serial Number		
CATCH THE SPIRIT!	2,150,779		
SPIRIT RENT-A-CAR	1,617,083		

55110-1

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

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.

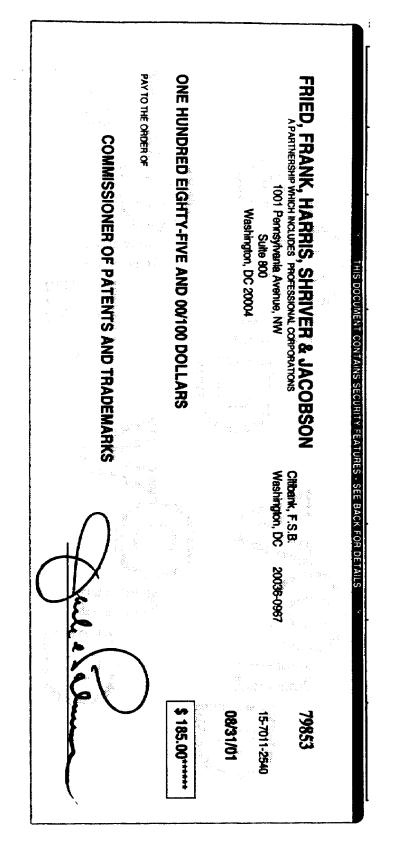
Please find enclosed checks totaling \$2,310.00 (sufficient to cover the 6, 34, 44, and 2 trademark properties identified in the above-referenced four Trademark Recordation Form Cover Sheets, respectively) and \$480.00 (for expedited recordation of the above-referenced four Trademark Recordation Form 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



12110701161

"BLEO E538"

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)	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 attac	hed original documents or copy thereof:
1. Name of conveying party(ies): Spirit Rent-A-Car, Inc. Individual(s) General Partnership Corporation-State - Other Additional name(s) of conveying party(ies) atta Nature of conveyance: Assignment Security Agreement Other Security Interest	Merger Change of Name	Name: Wilmington Internal Address: Street Address: 1 City: Wilmington Individual(s) Association General Part Corporation- Corporation- Souther Delaw If assignee is not do representative designees	Rodney Square North 100 North Market Street State: _DE _ Zip: 19890 Citizenship Dership Dership
Execution Date:		Additional name(s)	& address(es) attached? G Fes G No
Application number(s) or patent num C. Trademark Application No.(s).:	nber(s):	D. Trademark F 2,150,779 1,617,083	Registration No.(s).:
	Additional numbers atta	ched 🔲 Yes 🔯 No	
Name and address of party to whom concerning document should be man Name: Timothy D. Casey Fried, Frank, Harris, Some street Address: Suite 800 Street Address: 1001 Pennsylvania City: Washington State: DC	iled: hriver and Jacobson Avenue, NW	7. Total fee (37 CF) Enclose Authori 8. Deposit account	applications and patents involved: R 3.41)\$185.00 ed zed to be charged to deposit account number: 06-0920 copy of this page if paying by deposit account)
	DO NOT USE	THIS SPACE	
Statement and signature To the best of my knowledge and belief original document.			any attached copy is a true copy of the
Timothy D. Casey	Ivin	Levey V'	961
Name of Person Signing		Signature	Date
Total number of pages	s including comprising o	cover sheet, attachmer	nts, and document:

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK

REEL: 002372 FRAME: 0030

SECURITY INTEREST IN TRADEMARK RIGHTS

THIS SECURITY INTEREST IN TRADEMARK RIGHTS (this "Instrument"), dated as of August 30, 2001 is made by SPIRIT RENT-A-CAR, Inc., an Ohio corporation (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.

<u>WITNESSETH</u>:

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;

55110-1

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. <u>Definitions</u>. 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. <u>Purpose</u>. 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. <u>Counterparts</u>. 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.

55110-1

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.

SPIRIT RENT-A-CAR, INC.

Name:

Jeffrey K Simpson

Title:

Vice President and Assistant Secretary

WILMINGTON TRUST COMPANY, as Collateral Trustee

Bv:

Name: Bruce L. Bisso

Title:

Vice President

55110-1

STATE OF DELAWARE)) ss COUNTY OF NEW CASTLE)

On the Hand day of September, 2001, before me personally came Jeffrey K. Simpson, who is personally known to me to be the Vice President and Assistant Secretary of SPIRIT RENT-A-CAR, Inc., an Ohio 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 Publi**REBECCA E. GREEN**NOTARY PUBLIC
STATE OF DELAWARE

My Commission Expires Feb. 8, 2005 (PLACE STAMP AND SEAL ABOVE)

55110-1

STATE OF DELAWARE)	
)	S
COLINTY OF NEW CASTLE	١	

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.

Votary Public

DENISE M. GERAN NOTARY PUBLIC-DELAWARE

My Commission Expires February 16, 2003

(PLACE STAMP AND SEAL ABOVE)

55110-1

SCHEDULE A

U.S. Trademarks Registrations and Applications

Trademark	Registration or Serial Number
CATCH THE SPIRIT!	2,150,779
SPIRIT RENT-A-CAR	1,617,083

55110-1

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

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.

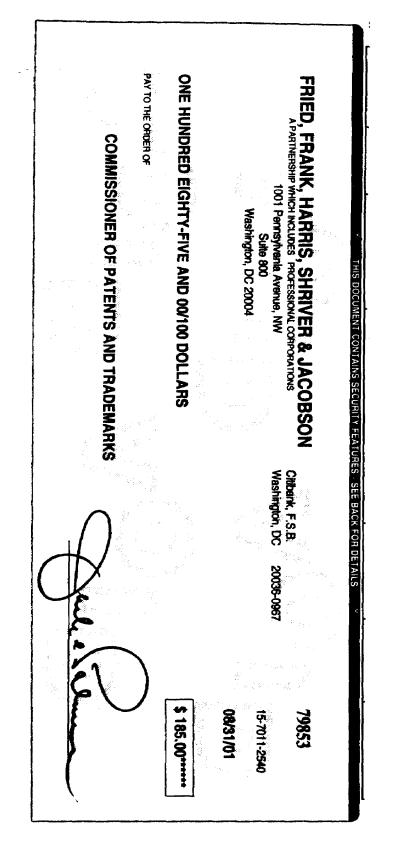
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We also request that you return to the messenger a copy of this letter and its enclosures stamped received by the PTO as of today's date and a receipt. An extra copy of this letter and the enclosures are enclosed for this purpose.

Respectfully submitted,

Timothy D. Casey

TDC/jr Enclosures



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TRADEMARK
REEL: 002372 FRAME: 0039

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)	TRADEMARKS ONLY U.S. DEPARTMENT OF COMMERCION U.S. Patent and Trademark Office		OF COMMERCE Trademark Office	
Tab settings ⇔ ⇔ ⇒	▼ ▼	▼ ▼	▼	▼ ▼
To the Honorable Commissioner of	Patents and Trademarks: F	lease record the attac	hed original documen	ts or copy thereof:
Name of conveying party(ies): Spirit Rent-A-Car, Inc.		Name: Wilmington		
☐ Individual(s) ☐ ☐ General Partnership ☐	Association Limited Partnership		Rodney Square Nort I 100 North Market Str	
Corporation-State -	Emiliou r aruloisilip	City: Wilmington	State: DE	Zip: <u>19890</u>
Other		☐ Individual(s)	Citizenship	
	shada 🗖 Vas 🖖	☐ Association _		***************************************
Additional name(s) of conveying party(les) atta 3. Nature of conveyance:	ached? Yes No		nership	
Assignment	Merger		ership	
Security Agreement	Change of Name		State	
Other Security Interest	_	 	are banking corporation	
Execution Date:		representative designations must	omiciled in the United Sta gnation is attached: ☐ \ be a separate documen & address(es) attached?	res □ No t from assignment)
	har(a):			-
Application number(s) or patent num C. Trademark Application No.(s).:	iner(2):	D. Trademark R 2,150,779 1,617,083	egistration No.(s).:	
	Additional numbers attache			
Name and address of party to whom concerning document should be mail	correspondence		applications and paten	its involved:
Name: Timothy D. Casey	-	· · · · · · · · · · · · · · · · · · ·		
Fried, Frank, Harris, St		7. Total fee (37 CFR		<u> </u>
Internal Address: Suite 800		Enclose		
Street Address: 1001 Pennsylvania			ed to be charged to d	leposit account
City: <u>Washington</u> State: <u>DC</u>		•	number: <u>06-0920</u> opy of this page if paying	by deposit account)
	DO NOT USE TH	IIS SPACE		No. or an analysis of the second
Statement and signature To the best of my knowledge and belief, original document.	the foregoing information is	true and correct and	any attached copy is	
Timothy D. Casey		ery Vs	9	6 1
Name of Person Signing		Signature	() 	Date
Total number of pages	Total number of pages including comprising cover sheet, attachments, and document:			

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks, Box Assignments

Washington, D.C. 20231

SECURITY INTEREST IN TRADEMARK RIGHTS

THIS SECURITY INTEREST IN TRADEMARK RIGHTS (this "Instrument"), dated as of August 30, 2001 is made by SPIRIT RENT-A-CAR, Inc., an Ohio corporation (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.

WITNESSETH:

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;

55110-1

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. <u>Definitions</u>. 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. <u>Purpose</u>. 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. <u>Acknowledgment</u>. 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. <u>Counterparts</u>. 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.

55110-1

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.

SPIRIT RENT-A-CAR, INC.

Name: Jeffrey K/Simpso

Title: Vice President and Assistant Secretary

WILMINGTON TRUST COMPANY, as Collateral Trustee

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

55110-1

STATE OF DELAWARE)		
)	SS	
COUNTY OF NEW CASTLE)		

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Notary PubliceBECCA 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

NOTARY PUBLIC-DELAWARE

My Commission Expires February 16, 2003
(PLACE STAMP AND SEAL ABOVE)

55110-1

SCHEDULE A

U.S. Trademarks Registrations and Applications

Trademark	Registration or Serial Number
CATCH THE SPIRIT!	2,150,779
SPIRIT RENT-A-CAR	1,617,083

55110-1

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

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:

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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.

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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

PAY TO THE ORDER OF ONE HUNDRED EIGHTY-FIVE AND 00/100 DOLLARS FRIED, FRANK, HARRIS, SHRIVER & JACOBSON
A PARTNERSHIP WHICH INCLUDES PROFESSIONAL CORPORATIONS
1001 Pennsylvania Avenue, NW
Suite 800 COMMISSIONER OF PATENTS AND TRADEMARKS Washington, DC 20004 THIS DOCUMENT CONTAINS SECURITY FEATURES - SEE BACK FOR DETAILS Chibank, F.S.B. Washington, DC 20038-0967 \$ 185.00***** 08/31/01 79853 15-7011-2540

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(Rev.	PTO-1594 03/01) No. 0651-0027 (exp. 5/31/2002)	TRADEMARKS ONLY U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office				
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1. N	To the Honorable Commissioner of ame of conveying party(ies): Spirit Rent-A-Car, Inc. Individual(s)	Association Limited Partnership	2.	Name and address Name: Wilmingtor Internal Address: Street Address: 1 City: Wilmingtor Individual(s) Association General Part	s of receiving party(in Trust Company Rodney Square Nor 100 North Market St State: _DE Citizenship nership	es): th reet Zip: 19890
	Security Agreement Other Security Interest	Change of Name		Other Delaw If assignee is not do representative designations must	State	tion tates, a domestic Yes D No nt from assignment)
	ution Date:		<u> </u>	Additional framo(s)		
	Application number(s) or patent nui C. Trademark Application No.(s).:			D. Trademark F 2,150,779 1,617,083	Registration No.(s).:	
<u> </u>		Additional numbers atta	ched (Yes 🛛 No		
	Name and address of party to who concerning document should be made in the Name: Timothy D. Casey Fried, Frank, Harris, Select Address: Suite 800 Street Address: 1001 Pennsylvania City: Washington State: Description	n correspondence ailed: Shriver and Jacobson a Avenue, NW	6. 7. 8.	Total number of a Total fee (37 CFI Enclose Authori Deposit account	R 3.41)\$185 ed zed to be charged to number: 06-0920 copy of this page if paying	deposit account
DO NOT USE THIS SPACE						
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	Timothy D. Casey	lin	J	men V'	2 9	6
	Name of Person Signing			ignature	0	Date
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Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK

REEL: 002372 FRAME: 0050

SECURITY INTEREST IN TRADEMARK RIGHTS

THIS SECURITY INTEREST IN TRADEMARK RIGHTS (this "Instrument"), dated as of August 30, 2001 is made by SPIRIT RENT-A-CAR, Inc., an Ohio corporation (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.

WITNESSETH:

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;

55110-1

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. <u>Definitions</u>. 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. <u>Purpose</u>. 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. <u>Acknowledgment</u>. 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. <u>Counterparts</u>. 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.

55110-1

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.

SPIRIT RENT-A-CAR, INC.

Name: Jeffrey K Simpson

Title: Vice President and Assistant Secretary

WILMINGTON TRUST COMPANY, as Collateral Trustee

By: Ry:

Name: Bruce L. Bisson Title: Vice President

55110-1

STATE OF DELAWARE)	
)	SS
COUNTY OF NEW CASTLE)	

On the Lie day of September, 2001, before me personally came Jeffrey K. Simpson, who is personally known to me to be the Vice President and Assistant Secretary of SPIRIT RENT-A-CAR, Inc., an Ohio 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 PubliREBECCA E. GREEN
NOTARY PUBLIC
STATE OF DELAWARE

My Commission Expires Feb. 8, 2005 (PLACE STAMP AND SEAL ABOVE)

55110-1

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.

lotary 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

Trademark	Registration or Serial Number
CATCH THE SPIRIT!	2,150,779
SPIRIT RENT-A-CAR	1,617,083

55110-1

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

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

RECORDED: 09/06/2001