

09-24-2001

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



101853119

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):
Spirit Rent-A-Car, Inc. **9.6.01**

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

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 _____ **SEP 6**

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

Additional name(s) of conveying party(ies) 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):

C. Trademark Application No.(s):

D. Trademark Registration No.(s):

2,150,779

~~1,617,083~~

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: **2**

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)

09/21/2001 TDIAZ1 00000083 2150779

01 FC 481 40.00 OP
02 FC 482 25.00 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

Name of Person Signing

Timothy D. Casey
Signature

Date

9 | 6 | 01

Total number of pages including comprising cover sheet, attachments, and document: **10**

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

Rep'n. Ref: 09/22/2001 TDIAZ1 00000083 2150779 \$120.00 CR
Date: 09/22/2001
D#: 060920
FC: 704

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.

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.

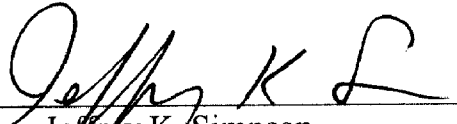
SECTION 3. Purpose. This Instrument has been executed and delivered by the Obligor for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been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

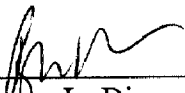
SECTION 5. Counterparts. This Instrument may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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.

SPIRIT RENT-A-CAR, INC.

By: 
Name: Jeffrey K. Simpson
Title: Vice President and Assistant Secretary

WILMINGTON TRUST COMPANY,
as Collateral Trustee

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

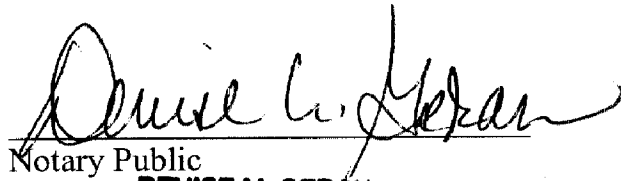
STATE OF DELAWARE)
) ss
COUNTY OF NEW CASTLE)

On the 4th 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.

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

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

5



09-06-2001

U.S. Patent & TMO/TM Mail Rcpt. Dt. #40

Direct Line: 202.639.7255
Fax: 202.639.7003
caseyti@ffhsj.com

September 6, 2001

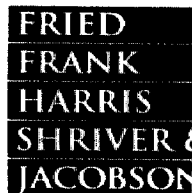
Hand Delivery

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

2001 SEP -6 P 3:26

TRADEMARK FEE PROCESS.
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

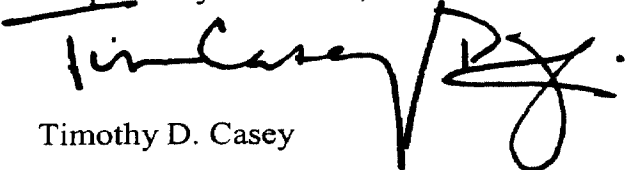
- (4) one Recordation Form Cover Sheet for Trademarks between Spirit Rent-A-Car, Inc. as conveying party and Wilmington Trust Company as receiving party with attached Grant of Security Interest.

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

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):
Spirit Rent-A-Car, Inc.

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):
C. Trademark Application No.(s):

D. Trademark Registration No.(s):
2,150,779
1,617,083

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: 2

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)

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

Timothy D. Casey
Signature

9 6 01
Date

Total number of pages including comprising cover sheet, attachments, 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.

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:

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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.

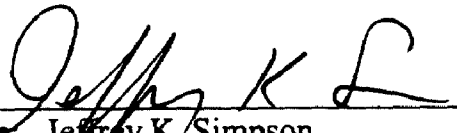
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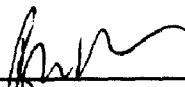
SECTION 5. Counterparts. This Instrument may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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.

SPIRIT RENT-A-CAR, INC.

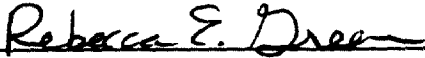
By: 
Name: Jeffrey K. Simpson
Title: Vice President and Assistant Secretary

WILMINGTON TRUST COMPANY,
as Collateral Trustee

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

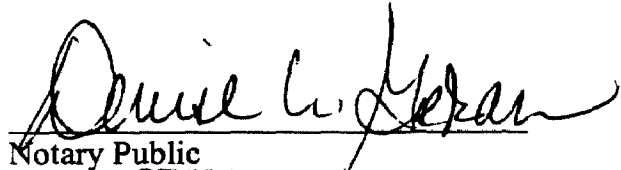
STATE OF DELAWARE)
) ss
COUNTY OF NEW CASTLE)

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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)

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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

U.S. Trademarks Registrations and Applications

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

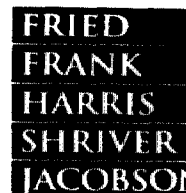
Fried, Frank, Harris, Shriver & Jacobson
1001 Pennsylvania Avenue, NW, Suite 800
Washington, DC 20004-2505
Tel: 202.639.7000
Fax: 202.639.7003 (4) (8)
www.ffhsj.com

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

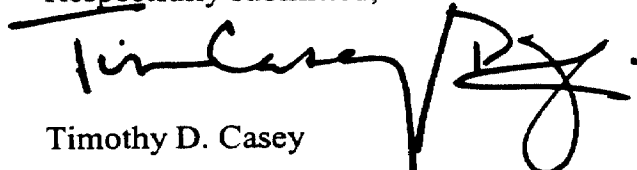
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We also request that you return to the messenger a copy of this letter and its enclosures stamped received by the PTO as of today's date and a receipt. An extra copy of this letter and the enclosures are enclosed for this purpose.

Respectfully submitted,



Timothy D. Casey

TDC/jr
Enclosures

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

Chitbank, F.S.B.
Washington, DC 20038-0967

79853

15-7011-2540

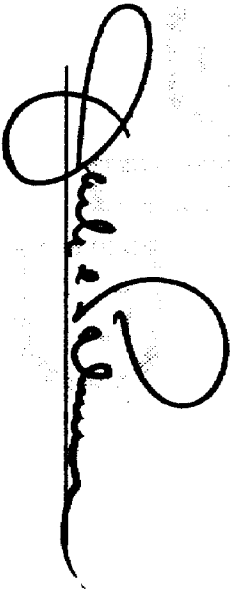
08/31/01

\$ 185.00*****

ONE HUNDRED EIGHTY-FIVE AND 00/100 DOLLARS

PAY TO THE ORDER OF

COMMISSIONER OF PATENTS AND TRADEMARKS



⑆79853⑆ ⑆25407011⑆ ⑆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):
Spirit Rent-A-Car, Inc.

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):

C. Trademark Application No.(s):

D. Trademark Registration No.(s):
2,150,779
1,617,083

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: 2

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)

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  9 6 01

Name of Person Signing Signature Date

Total number of pages including comprising cover sheet, attachments, 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.

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.

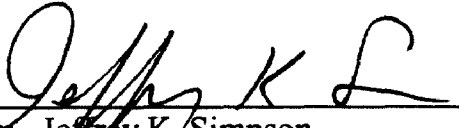
SECTION 3. Purpose. This Instrument has been executed and delivered by the Obligor for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been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

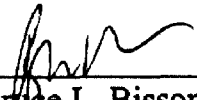
SECTION 5. Counterparts. This Instrument may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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.

SPIRIT RENT-A-CAR, INC.

By: 
Name: Jeffrey K. Simpson
Title: Vice President and Assistant Secretary

WILMINGTON TRUST COMPANY,
as Collateral Trustee

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

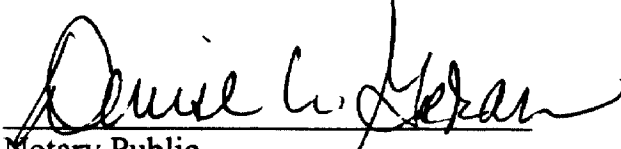
STATE OF DELAWARE)
) ss
COUNTY OF NEW CASTLE)

On the 4th 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.

Rebecca E. Green
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 18, 2003
(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademarks Registrations and Applications

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

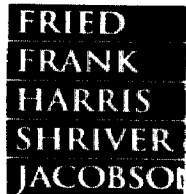
Fried, Frank, Harris, Shriver & Jacobson
1001 Pennsylvania Avenue, NW, Suite 800
Washington, DC 20004-2505
Tel: 202.639.7000
Fax: 202.639.7003 (4) (8)
www.ffhsj.com

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

TRADEMARK
REEL: 002372 FRAME: 0027

Ms. Rhonda Nicol

September 6, 2001

Page 2

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

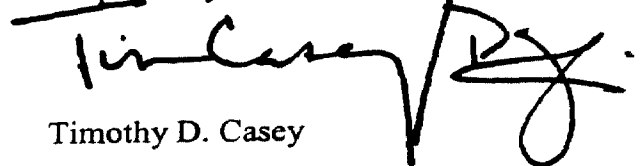
- (4) one Recordation Form Cover Sheet for Trademarks between Spirit Rent-A-Car, Inc. as conveying party and Wilmington Trust Company as receiving party with attached Grant of Security Interest.

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

79853

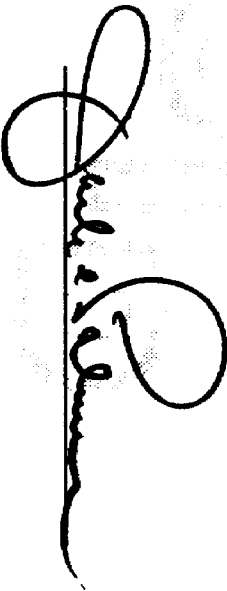
15-7011-2540

08/31/01

ONE HUNDRED EIGHTY-FIVE AND 00/100 DOLLARS

PAY TO THE ORDER OF

COMMISSIONER OF PATENTS AND TRADEMARKS



\$ 185.00*****

⑆79853⑆ ⑆25407011⑆ ⑆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):
Spirit Rent-A-Car, Inc.

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):
C. Trademark Application No.(s).: _____

D. Trademark Registration No.(s).:
2,150,779
1,617,083

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: 1 2

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)

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 [Signature] 9 6 01
Name of Person Signing Signature Date

Total number of pages including comprising cover sheet, attachments, 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.

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.

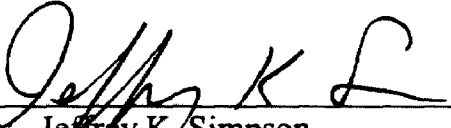
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SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Collateral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

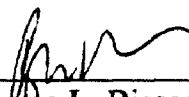
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IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SPIRIT RENT-A-CAR, INC.

By: 
Name: Jeffrey K. Simpson
Title: Vice President and Assistant Secretary

WILMINGTON TRUST COMPANY,
as Collateral Trustee

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

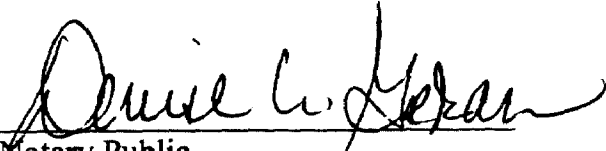
STATE OF DELAWARE)
) ss
COUNTY OF NEW CASTLE)

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Rebecca E. Dree
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

U.S. Trademarks Registrations and Applications

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

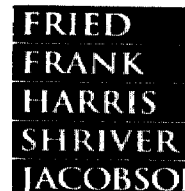
Fried, Frank, Harris, Shriver & Jacobson
1001 Pennsylvania Avenue, NW, Suite 800
Washington, DC 20004-2505
Tel: 202.639.7000
Fax: 202.639.7003 (4) (8)
www.ffhsj.com

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.

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- (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
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A Partnership
Including
Professional
Corporations

New York
Washington
Los Angeles
London
Paris

TRADEMARK
REEL: 002372 FRAME: 0037

Ms. Rhonda Nicol

September 6, 2001

Page 2

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

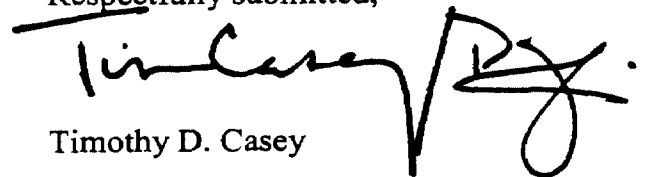
- (4) one Recordation Form Cover Sheet for Trademarks between Spirit Rent-A-Car, Inc. as conveying party and Wilmington Trust Company as receiving party with attached Grant of Security Interest.

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

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

79853

15-7011-2540

08/31/01

\$ 185.00*****

ONE HUNDRED EIGHTY-FIVE AND 00/100 DOLLARS

PAY TO THE ORDER OF

COMMISSIONER OF PATENTS AND TRADEMARKS

⑈79853⑈ ⑆254070116⑆ ⑈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):
Spirit Rent-A-Car, Inc.

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: _____

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C. Trademark Application No.(s):

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1,617,083

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Fried, Frank, Harris, Shriver and Jacobson
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Street Address: 1001 Pennsylvania Avenue, NW
City: Washington State: DC Zip: 20004-2505

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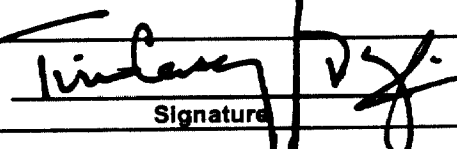
Enclosed
 Authorized to be charged to deposit account

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


Signature

9 6 01
Date

Total number of pages including comprising cover sheet, attachments, 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;

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.

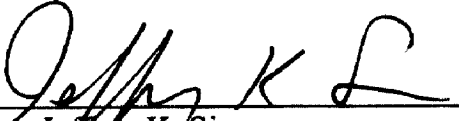
SECTION 3. Purpose. This Instrument has been executed and delivered by the Obligor for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been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

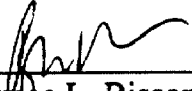
SECTION 5. Counterparts. This Instrument may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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.

SPIRIT RENT-A-CAR, INC.

By: 
Name: Jeffrey K. Simpson
Title: Vice President and Assistant Secretary

WILMINGTON TRUST COMPANY,
as Collateral Trustee

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

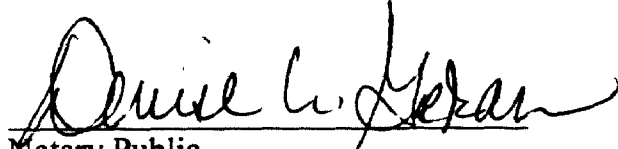
STATE OF DELAWARE)
) ss
COUNTY OF NEW CASTLE)

On the 4th 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.

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

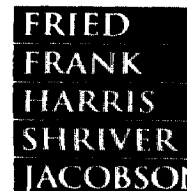
Fried, Frank, Harris, Shriver & Jacobson
1001 Pennsylvania Avenue, NW, Suite 800
Washington, DC 20004-2505
Tel: 202.639.7000
Fax: 202.639.7003 (4) (8)
www.ffhsj.com

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

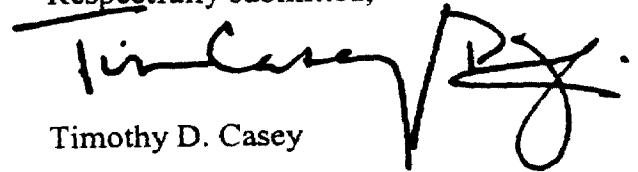
- (4) one Recordation Form Cover Sheet for Trademarks between Spirit Rent-A-Car, Inc. as conveying party and Wilmington Trust Company as receiving party with attached Grant of Security Interest.

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

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

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

79853

15-7011-2540

08/31/01

ONE HUNDRED EIGHTY-FIVE AND 00/100 DOLLARS

PAY TO THE ORDER OF

COMMISSIONER OF PATENTS AND TRADEMARKS

\$ 185.00*****

⑈79853⑈

⑆254070⑆⑆⑆⑆

⑈6653 0318⑈

TRADEMARK

REEL: 002372 FRAME: 0049

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):
Spirit Rent-A-Car, Inc.

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):

C. Trademark Application No.(s):

D. Trademark Registration No.(s):
2,150,779
1,617,083

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: 2

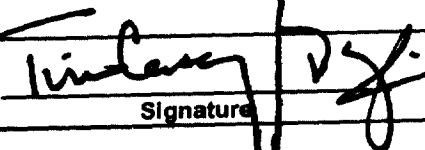
7. Total fee (37 CFR 3.41).....\$185.00

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)

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  9 6 01
Name of Person Signing Signature Date

Total number of pages including comprising cover sheet, attachments, 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.

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:

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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.

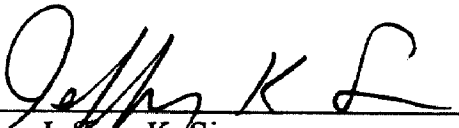
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SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Collateral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

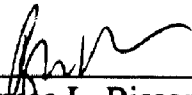
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IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SPIRIT RENT-A-CAR, INC.

By: 
Name: Jeffrey K. Simpson
Title: Vice President and Assistant Secretary

WILMINGTON TRUST COMPANY,
as Collateral Trustee

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

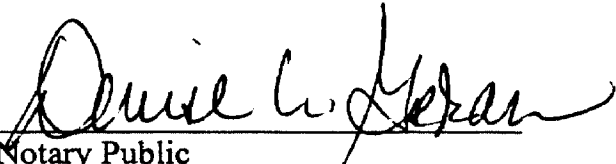
STATE OF DELAWARE)
) ss
COUNTY OF NEW CASTLE)

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Rebecca E. 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 18, 2003
(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademarks Registrations and Applications

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

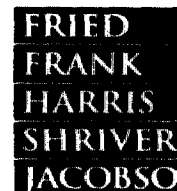
Fried, Frank, Harris, Shriver & Jacobson
1001 Pennsylvania Avenue, NW, Suite 800
Washington, DC 20004-2505
Tel: 202.639.7000
Fax: 202.639.7003 (4) (8)
www.ffhsj.com

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



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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

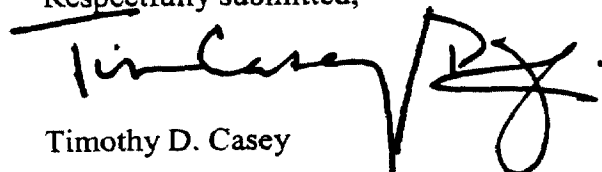
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Respectfully submitted,



Timothy D. Casey

TDC/jr
Enclosures