



Tab settings

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

1. Name of conveying party(ies):  
SRAC Management, LP **9.6.01**

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 SEP 6  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State  
 Other Delaware banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

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

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

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

A. Trademark Application No.(s):  
76/049,857  
76/049,513  
76/027,994

B. Trademark Registration No.(s):  
2,213,056  
2,442,842  
2,442,843

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:  6

7. Total fee (37 CFR 3.41).....\$285.00  
 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 00000080 76049857  
01 FD:481 40.00 OP  
02 FD:482 125.00 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                      Timothy D. Casey  
Name of Person Signing                      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 to  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231

09/21/2001 TDIAZ1 00000080 76049857  
01 FD:481 40.00 OP  
02 FD:482 125.00 OP

SECURITY INTEREST IN TRADEMARK RIGHTS

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

W I T N E S S E T H:

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

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

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

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

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

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

NOW THEREFORE, for good and valuable consideration, the receipt of which is 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.

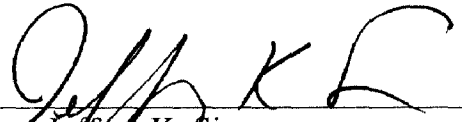
SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which (including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

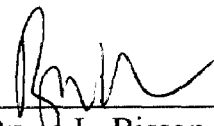
IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SRAC MANAGEMENT, LP

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

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

WILMINGTON TRUST COMPANY,  
as Collateral Trustee

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

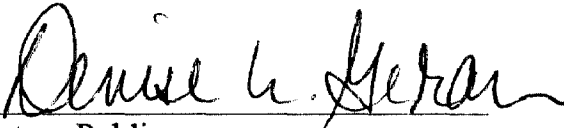
STATE OF DELAWARE            )  
  ) ss  
COUNTY OF NEW CASTLE    )

On the 4<sup>th</sup> day of September, 2001, before me personally came Jeffrey K. Simpson, who is personally known to me to be the Assistant Secretary of SRAC-GP, Inc., a Delaware corporation, the general partner of SRAC Management, LP, a Delaware limited partnership; who, being duly sworn, did depose and say that he is the Assistant Secretary in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

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

STATE OF DELAWARE     )  
  ) ss  
COUNTY OF NEW CASTLE )

On the 4 day of September, 2001, before me personally came Bruce L. Bisson, who is personally known to me to be the Vice President of Wilmington Trust Company, a Delaware banking corporation; who, being duly sworn, did depose and say that he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public  
**DENISE M. GERAN**  
**NOTARY PUBLIC-DELAWARE**  
**My Commission Expires February 18, 2003**  
(PLACE STAMP AND SEAL ABOVE)

# SCHEDULE A

## U.S. Trademarks Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
CARTEMPS USA & Design	2,213,056
CARTEMPS USA	2,442,842
CARTEMPS USA RENT-A-CAR	76/049,857
CARTEMPS USA RENT-A-CAR & Design	2,442,843
MPOWERENT	76/049,513
ON THE ROAD AGAIN	76/027,994