

TRADEMARK ASSIGNMENT

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 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The CIT Group, Inc.		11/07/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CIT Group Inc.		
Street Address:	1 CIT Drive		
City:	Livingston		
State/Country:	NEW JERSEY		
Postal Code:	07039		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	75934458	CIT	
Serial Number:	75934301	CIT	
Serial Number:	76131231	CIT TOTALSOURCE	
Serial Number:	75938758	CIT.COM	
Serial Number:	76045431	CITCUSTOMEREDGE	
CORRESPONDENCE DATA			
Fax Number:	(212)916-2940		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-297-5800		
Email:	NYTrademark@daypitney.com		
Correspondent Name:	Stephen W. Feingold		
Address Line 1:	7 Times Square		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	406539.121640		

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NAME OF SUBMITTER:	Rebecca L. Griffith
Signature:	/Rebecca L. Griffith/
Date:	11/09/2007
Total Attachments: 3 source=CIT Trademark Assignment#page1.tif source=CIT Trademark Assignment#page2.tif source=CIT Trademark Assignment#page3.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment is dated as of November 07, 2007 (the "**Assignment**") between THE CIT GROUP, Inc. a Delaware corporation with its principal place of business at 650 CIT Drive, Livingston, New Jersey 07039 (the "**Assignor**"), and CIT Group Inc. a Delaware corporation with a business address of 1 CIT Drive, Livingston, New Jersey 07039 (the "**Assignee**").

RECITALS:

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks listed in Schedule A (the "**Marks**");

WHEREAS, Assignor has agreed to transfer, sell and assign to Assignee all of Assignor's respective right, title and interest in and to the Marks;

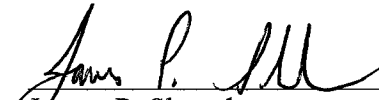
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all right, title and interest in and to the Marks, together with any goodwill associated therewith.
2. Rights and Privileges. All rights and privileges, including the right to sue for and receive all damages from past infringements of the Marks, will be held and enjoyed by Assignee and its successors, assigns and other legal representatives.
3. Further Assurances. Assignor agrees to execute and deliver at a future date any additional documents that Assignee reasonably determines are required to perfect Assignee's ownership of or title to the Marks.
4. Authorization. Assignor authorizes and requests any official throughout the United States and the world whose duty it is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor's respective rights in the Marks.
5. Right to Convey. Assignor is the owner of all right, title and interest in and to the trademarks listed in Schedule A. Assignor hereby covenants that it has full right to convey the entire interest herein assigned and that it has not executed, and will not execute, any agreement in conflict herewith.
6. Governing Law. This Assignment shall be governed by, and construed in accordance with, the law (both substantive and procedural) of the State of New Jersey in the United States of America, exclusive of the application of conflict of laws principles, except that federal law where applicable,

shall be the governing law, to the extent required, with respect to issues involving trademarks and other intellectual property rights.

IN WITNESS WHEREOF, Assignor has duly executed this Trademark Assignment as of the first date written above.

THE CIT GROUP, INC. Assignor



James P. Shanahan

Senior Vice President, Chief Compliance Officer

SCHEDULE A

MARK	APPLICATION NUMBER	FILING DATE	CLASSES
CIT	75/934,458	March 03, 2000	35, 36 & 37
CIT (Stylized)	75/934,301	March 03, 2000	35 & 36
CIT TOTALSOURCE	76/131,231	September 19, 2000	35
CIT.COM	75/938,758	March 07, 2000	36
CITCUSTOMEREDGE	76/045,431	May 08, 2000	36