

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CIT Group Inc.		12/10/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	901 Main Street		
<b>Internal Address:</b>	14th Floor		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75202		
<b>Entity Type:</b>	Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 26</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3261421	C IT	
Registration Number:	3334242	CAPITAL REDEFINED	
Registration Number:	3291762	CIT	
Registration Number:	2766028	CIT	
Registration Number:	3291765	CIT	
Registration Number:	2865425	CIT DIGITALEEDGE	
Registration Number:	2781012	CIT	
Registration Number:	2806874	CITCUSTOMEREDGE	
Registration Number:	2738279	EDGEVIEW	
Registration Number:	3048331	PRACTICE FINANCE	
Registration Number:	3008052	QUALITY DIGITAL SOLUTIONS	
Serial Number:	78275645	QUALITY DIGITAL SOLUTIONS	
Registration Number:	1448848	THE CIT GROUP	

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Registration Number:	1452503	THE CIT GROUP
Registration Number:	2971722	C IT EDUCATE
Registration Number:	2933697	C IT GROW.
Registration Number:	2933696	C IT HEAL.
Registration Number:	2933695	C IT INSPIRE.
Registration Number:	2938620	C IT ROLL
Registration Number:	2938619	C IT SOAR
Registration Number:	2911458	C IT SUCCEED
Registration Number:	2506217	CIT TOTALSOURCE
Registration Number:	2910182	SEE IT WITH CIT
Registration Number:	2781786	WE SEE WHAT YOU SEE
Registration Number:	2636270	CIT.COM
Registration Number:	2277432	PRACTICEFINANCE

**CORRESPONDENCE DATA**

Fax Number: (212)492-0603  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2123733603  
Email: lsilber@paulweiss.com, hranucci@paulweiss.com  
Correspondent Name: Lindsay N. Silber  
Address Line 1: 1285 Avenue of the Americas  
Address Line 2: c/o Paul, Weiss, LLP  
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	19167-001
NAME OF SUBMITTER:	Lindsay N. Silber
Signature:	/lindsaynsilber/
Date:	12/11/2009

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of December 10, 2009, is made by CIT Group Inc., a Delaware corporation, located at 1 CIT Drive, Livingston, NJ 07039 ("Grantor"), in favor of Bank of America, N.A., a national banking association, located at 901 Main Street, 14<sup>th</sup> Floor, Dallas, TX 75202 ("Bank of America"), as Parent Collateral Agent for the Parent Secured Parties (as such terms are defined in the Collateral Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to that certain Joinder Agreement, dated as of December 10, 2009, among Grantor, the subsidiaries of Grantor party thereto and Bank of America, as Parent Collateral Agent and Subsidiary Collateral Agent (the "Joinder Agreement"), delivered pursuant to that certain Second Amended and Restated Collateral Agreement, dated as of October 28, 2009, among the subsidiaries of Grantor party thereto and Bank of America, as collateral agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor (i) became a grantor under the Collateral Agreement with the same force and effect as if originally named as a grantor therein and (ii) expressly assumed all obligations and liabilities of a grantor thereunder, subject, in each case to the provisions thereof;

WHEREAS, the Grantor has: (i) guaranteed A\$150,000,000 aggregate principal amount of 6.0% fixed rate notes due March 3, 2011 issued by CIT Group (Australia) Limited on March 3, 2006 and A\$150,000,000 aggregate principal amount of floating rate notes due March 3, 2011 issued by CIT Group (Australia) Limited on March 3, 2006 (collectively, the "CIT Australia Bonds"), in each case pursuant to that certain Guaranty, dated as of March 5, 2004 (the "Australian Guaranty"), in favor of and for the benefit of the holders of the CIT Australia Bonds, as amended by the Guaranty Confirmation Agreement, dated as of November 1, 2009, and in connection therewith, the obligors under the CIT Australia Bonds and AET Structured Finance Services Pty Limited (in its capacity as note trustee, the "CIT Australia Bond Trustee") entered into that certain Trust Deed, dated as of November 1, 2009, as amended by the Amendment Deed (Trust Deed), dated as of November 16, 2009, and the Amendment Deed (Trust Deed) to be dated on or about December 10, 2009 (such Trust Deed, as amended by such Amendment Deeds, the "CIT Australia Bond Trust Deed"), and (ii) issued senior unsecured bonds (the "Long Dated Bonds") pursuant to that certain Indenture, dated as of January 20, 2006, between the Company, as issuer, and JPMorgan Chase Bank, N.A., as trustee, as supplemented by the First Supplemental Indenture, dated as of February 13, 2007, between the Company and The Bank of New York Mellon (formerly The Bank of New York), as successor trustee (the "Long Dated Bond Trustee"), and as further supplemented by the Second Supplemental Indenture, dated as of October 23, 2007, the Third Supplemental Indenture, dated as of October 1, 2009, and the Fourth Supplemental Indenture, dated as of October 16, 2009 (such Indenture, as supplemented by such First Supplemental Indenture, such Second Supplemental Indenture, such Third Supplemental Indenture and such Fourth Supplemental Indenture, the "Long Dated Bond Indenture");

WHEREAS, the Company will cause the CIT Australia Bond Trustee to execute and deliver the First Lien Parent Collateral Agent Appointment and Authorization, to be dated on or about December 10, 2009, by and among the Company, Bank of America and the CIT

Australia Bond Trustee, pursuant to which the CIT Australia Bond Trustee will authorize and direct Bank of America (i) to serve as collateral agent for the CIT Australia Bond Secured Party in respect of the Parent Collateral and (ii) to execute and deliver this Joinder Agreement;

WHEREAS, as a grantor under the Collateral Agreement, Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with Parent Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration, or otherwise) of the Parent Secured Obligations (the "Secured Obligations"), hereby mortgages, pledges and hypothecates to the Parent Collateral Agent for the benefit of the Parent Secured Parties, and grants to the Parent Collateral Agent for the benefit of the Parent Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Parent Collateral of Grantor (the "Parent Trademark Collateral");

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet Domain Names, service marks, certification marks, collective marks, logos, other source or business identifiers, all registrations and applications for any of the foregoing including:

(i) the registrations and applications referred to in Schedule 1 hereto;

(ii) all extensions or renewals of any of the foregoing;

(iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing; and

(iv) all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit.

provided, that, notwithstanding the foregoing, the security interest created by this Trademark Security Agreement shall not extend to any Excluded Property, including, without limitation, any trademark applications filed in the United States Patent and Trademark Office on the basis of Grantor's "intent-to-use" such trademark to the extent that the creation of a Lien on any such asset would render such asset void, terminated, unenforceable or invalid.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Parent Collateral Agent pursuant to the Collateral Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Parent Collateral Agent with respect to the security interest in the Parent Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein

as if fully set forth herein. In the event of a conflict between this Trademark Security Agreement and the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by electronic transmission shall be as effective as delivery of a manually executed counterpart thereof.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

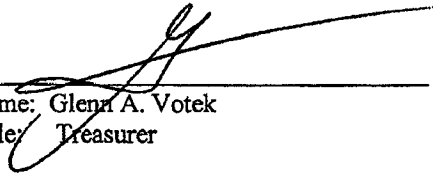
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CIT Group Inc.,  
as Grantor

By: \_\_\_\_\_

  
Name: Glenn A. Votek  
Title: Treasurer

[SIGNATURE PAGE TO CIT TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
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ACCEPTED AND AGREED  
as of the date first above written:

BANK OF AMERICA, N.A.,  
as Parent Collateral Agent

By:



Name: Charles Graber  
Title: Vice President

[SIGNATURE PAGE TO CIT TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 004112 FRAME: 0589

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

Record Owner	Trademark	Jurisdiction	Registration Number	Registration Date
CIT Group Inc.	C IT	USA	3261421	07/10/07
CIT Group Inc.	CAPITAL REDEFINED	USA	3334242	11/13/07
CIT Group, Inc.	CIT	USA	3291762	09/11/07
CIT Group Inc	CIT	USA	2766028	09/23/03
CIT Group, Inc.	CIT (Stylized)	USA	3291765	09/11/07
CIT Group Inc.	CIT DIGITALEdge	USA	2865425	07/20/04
CIT Group Inc.	CIT logo	USA	2781012	11/11/03
CIT Group Inc.	CITCUSTOMEREDGE	USA	2,806,874	01/20/04
CIT Group Inc.	EDGEVIEW	USA	2738279	07/15/03
CIT Group Inc.	PRACTICEFINANCE & Design	USA	3048331	01/24/06
CIT Group Inc.	Quality Digital Solutions	USA	3,008,052	10/18/05
CIT Group Inc.	Quality Digital Solutions	USA	78275645	07/17/03
CIT Group, Inc.	The CIT Group	USA	1448848	07/21/87
CIT Group, Inc.	The CIT Group (and design) - former bar style logo	USA	1452503	8/11/87
CIT Group Inc.	C IT EDUCATE	USA	2971722	07/19/05
CIT Group Inc.	C IT GROW	USA	2933697	03/15/05
CIT Group Inc.	C IT HEAL	USA	2933696	03/15/05
CIT Group Inc.	C IT INSPIRE	USA	2933695	03/15/05
CIT Group Inc.	C IT ROLL	USA	2938620	04/05/05
CIT Group Inc.	C IT SOAR	USA	2938619	04/05/05



<b>Record Owner</b>	<b>Trademark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
CIT Group Inc.	C IT SUCCEED	USA	2911458	12/14/04
CIT Group Inc.	CIT TOTALSOURCE	USA	2506217	11/13/01
CIT Group Inc.	CITDIGITALEEDGE	USA	2865425	08/13/02
CIT Group Inc.	SEE IT WITH CIT	USA	2910182	12/14/04
CIT Group Inc.	WE SEE WHAT YOU SEE	USA	2781786	11/11/03
CIT Group Inc.	CIT.COM	USA	2636270	10/15/02
CIT Group Inc.	PRACTICE FINANCE	USA	227432	09/14/99

*[Signature page to Trademark Security Agreement]*