

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CIT Group Inc.		03/30/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas, as Series C Parent Collateral Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
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:	2738279	EDGEVIEW
Registration Number:	3048331	PRACTICE FINANCE
Registration Number:	3008052	QUALITY DIGITAL SOLUTIONS
Registration Number:	1448848	THE CIT GROUP
Registration Number:	1452503	THE CIT GROUP
Registration Number:	2971722	C IT EDUCATE
Registration Number:	2933697	C IT GROW.

OP \$590.00 3261421

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**TRADEMARK
 REEL: 004517 FRAME: 0746**

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:	2636270	CIT.COM
Registration Number:	2277432	PRACTICEFINANCE

CORRESPONDENCE DATA

Fax Number: (212)291-9730
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212 558 4913
Email: Lazarusm@sullcrom.com, waleskib@sullcrom.com,
nguyenb@sullcrom.com
Correspondent Name: Meredith L. Lazarus
Address Line 1: 125 Broad Street
Address Line 2: Sullivan & Cromwell LLP
Address Line 4: New York, NEW YORK 10004-2498

ATTORNEY DOCKET NUMBER:	017500/0014
NAME OF SUBMITTER:	Meredith L. Lazarus
Signature:	/Meredith L. Lazarus/
Date:	04/07/2011

Total Attachments: 7
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SERIES C PARENT TRADEMARK SECURITY AGREEMENT

THIS SERIES C PARENT TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of March 30, 2011, is made by each of the entities listed on the signature pages hereof (each a "Series C Grantor" and, collectively, the "Series C Grantors"), in favor of Deutsche Bank Trust Company Americas, as Series C Parent Collateral Agent (as defined in the Series C Collateral Agreement).

W I T N E S S E T H:

WHEREAS, CIT Group Inc. (the "Issuer" or "Company") and Deutsche Bank Trust Company Americas, in its capacity as trustee (the "Series C Trustee") entered into that certain Series C Indenture, dated as of March 30, 2011, to provide for the future issuance of the Company's debt securities or other evidence of Indebtedness, to be issued from time to time in one or more series as might be determined by the Company thereunder (the "Series C Base Indenture"); and such Series C Base Indenture was amended and supplemented by that certain First Supplemental Indenture, dated as of March 30, 2011, between the Company, the guarantors named therein and the Series C Trustee (the "Series C First Supplemental Indenture", and together with the Series C Base Indenture, in each case, as amended, restated, modified and supplemented from time to time, collectively, the "Series C Indenture") to provide for the issuance of the Series C Second-Priority Secured Notes due 2014 and the Series C Second-Priority Notes due 2018 (the "Series C Indenture");

WHEREAS, the parties hereto have entered into (i) that certain Senior Intercreditor and Subordination Agreement, dated as of December 10, 2009 (as amended, restated, supplemented, modified or replaced from time to time), among Bank of America, N.A., in its capacities as the First Lien Credit Facility Representative, the First Lien Subsidiary Collateral Agent and the First Lien Parent Collateral Agent; Deutsche Bank Trust Company Americas, in its capacities as the Series A Representative, the Series A Parent Collateral Agent, the Series A Subsidiary Collateral Agent, the Series B Representative, the Series B Parent Collateral Agent and the Series B Subsidiary Collateral Agent; CIT Group Funding Company of Delaware LLC, in its capacities as CIT Leasing Secured Party and Series B Issuer; and the Company and certain of its Subsidiaries (the "Senior Intercreditor Agreement") to which Deutsche Bank Trust Company Americas, in its capacity as Series C Parent Collateral Agent and Series C Subsidiary Collateral Agent has become a party, pursuant to the Joinder Agreement dated as of the date hereof and (ii) that certain Junior Intercreditor Agreement, dated as of December 10, 2009 (as amended, restated, supplemented, modified or replaced from time to time), among Deutsche Bank Trust Company Americas, in its capacities as the Series A Parent Collateral Agent, the Series A Subsidiary Collateral Agent, the Series B Parent Collateral Agent and the Series B Subsidiary Collateral Agent; CIT Group Funding Company of Delaware LLC, in its capacities as CIT Leasing Secured Party and Series B Issuer and the Company and certain of its Subsidiaries (the "Junior Intercreditor Agreement") to which Deutsche Bank Trust Company Americas, in its capacity as Series C Parent Collateral Agent and Series C Subsidiary Collateral Agent has become a party, pursuant to the Joinder Agreement dated as of the date hereof;

WHEREAS, all of the Series C Grantors are party to the Series C Collateral Agreement, dated as of March 30, 2011, among the Series C Grantors, the Series C Parent Collateral Agent and Series C Subsidiary Collateral Agent pursuant to which the Series C Grantors are 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, each of the above-referenced Series C Grantors hereby agrees with the Series C Parent Collateral Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. The undersigned Series C Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration, or otherwise) of the Series C Parent Obligations, hereby mortgages, pledges and hypothecates to the Series C Parent Collateral Agent for the benefit of the Series C Parent Secured Parties, and grants to the Series C Parent Collateral Agent for the benefit of the Series C Parent Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following (the "Trademark Collateral"): 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 trademark applications filed in the United States Patent and Trademark Office on the basis of such Series C Grantor's "intent-to-use" such trademark to the extent that the creation of a Lien hereunder 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 Series C Parent Collateral Agent pursuant to the Series C Collateral Agreement and the undersigned Series C Grantor hereby acknowledges and agrees that the rights and remedies of the Series C Parent Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Series C 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 Series C Collateral Agreement, the provisions of the Series C 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. Termination. This Trademark Security Agreement shall terminate upon the termination of the Series C Collateral Agreement.

Section 6. 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.

Section 7. Intercreditor Agreements. Notwithstanding anything herein to the contrary, the lien and security interest granted to Series C Parent Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Series C Parent Collateral Agent hereunder are subject to the provisions of (i) the Senior Intercreditor Agreement; and (ii) the Junior Intercreditor Agreement. In the event of any conflict between the terms of the Senior Intercreditor Agreement, the Junior Intercreditor Agreement and this Agreement, the terms of the Senior Intercreditor Agreement shall govern and control; and in the event of any conflict between the terms of the Junior Intercreditor Agreement and this Agreement, the terms of the Junior Intercreditor Agreement shall govern and control.

Section 8. The Series C Parent Collateral Agent's address is:

Deutsche Bank Trust Company Americas
60 Wall Street
New York, NY 10005
Attn: TSS-ASFS
Tel: 212-250-2946
Fax: 212-553-2460
Email: Irene.siegel@db.com

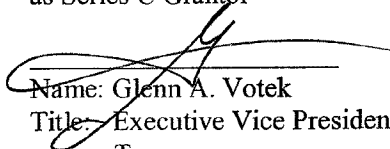
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each Series C 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 Series C Grantor

By:

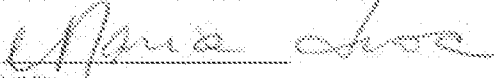

Name: Glenn A. Votek
Title: Executive Vice President &
Treasurer

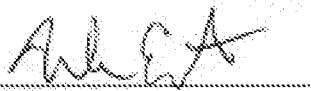
[Series C Parent Trademark Security Agreement]

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Accepted and Agreed
as of the date first above written:

DEUTSCHE BANK TRUST COMPANY AMERICAS
as Series C Parent Collateral Agent

By: 
Name:
Title: MARIA INOA
ASSOCIATE

By: 
Name:
Title: MARK ESPOSITO
ASSOCIATE

[Series C Parent Trademark Security Agreement]

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

Record Owner	Title (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 DIGITALEEDGE	USA	2865425	07/20/04
CIT Group Inc.	CIT logo	USA	2781012	11/11/03
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.	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

Record Owner	Title (Trademark)	Jurisdiction	Registration Number	Registration Date
CIT Group Inc.	C IT SUCCEED	USA	2911458	12/14/04
CIT Group Inc.	CIT TOTALSOURCE	USA	2506217	11/13/01
CIT Group Inc.	SEE IT WITH CIT	USA	2910182	12/14/04
CIT Group Inc.	CIT.COM	USA	2636270	10/15/02
CIT Group Inc.	PRACTICE FINANCE	USA	2277432	09/14/99