

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas, as Series B Parent Collateral Agent		06/13/2011	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	CIT Group Inc.
<b>Street Address:</b>	1 CIT Drive
<b>City:</b>	Livingston
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07039
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 25**

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:	2806874	CITCUSTOMEREDGE
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

OP \$640.00 3261421

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)291-9719  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212 558 3285  
Email: newmanj@sullcrom.com, nguyenb@sullcrom.com  
Correspondent Name: Julie A. Newman  
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 (NEWMAN)
NAME OF SUBMITTER:	Julie A. Newman
Signature:	/Julie A. Newman/
Date:	06/14/2011

Total Attachments: 4  
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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Termination and Release"), dated as of June 13, 2011 is granted by Deutsche Bank Trust Company Americas, as Series B Parent Collateral Agent (the "Series B Parent Collateral Agent"), in favor of the CIT Group Inc., a Delaware corporation (the "Releasee").

WHEREAS, CIT Group Funding Company of Delaware LLC (the "Series B Issuer" or "Delaware Funding") and Deutsche Bank Trust Company Americas, in its capacity as trustee (the "Series B Trustee") entered into that certain Indenture, dated as of December 10, 2009, to provide for the future issuance of the Series B Issuer'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 Series B Issuer thereunder (the "Series B Base Indenture"); and, such Series B Base Indenture was amended and supplemented by that certain First Supplemental Indenture, dated as of December 10, 2009, between Series B Issuer, the Releasee, the guarantors named therein and the Series B Trustee (the "Series B First Supplemental Indenture", and together with the Series B Base Indenture, in each case, as amended, restated, modified and supplemented, from time to time, collectively, the "Series B Indenture") to provide for the issuance of five new series of Securities to be known collectively as its 10.25% Series B Second-Priority Secured Notes and the form, terms, provisions and conditions thereof (including the guarantee thereof) to be set forth as provided in the Series B First Supplemental Indenture;

WHEREAS, the parties hereto have entered into (i) that certain Senior Intercreditor and Subordination Agreement, dated as of December 10, 2009, between the First Lien Credit Facility Representative, the First Lien Subsidiary Collateral Agent, the First Lien Parent Collateral Agent, 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, the Series B Subsidiary Collateral Agent, Delaware Funding, in its capacities as CIT Leasing Secured Party and Series B Issuer, the Company and certain of its Subsidiaries (as amended, restated, supplemented, modified or replaced from time to time, the "Senior Intercreditor Agreement") and (ii) that certain Junior Intercreditor Agreement, dated as of December 10, 2009, between the Series A Parent Collateral Agent, the Series A Subsidiary Collateral Agent, the Series B Parent Collateral Agent, the Series B Subsidiary Collateral Agent, Delaware Funding, in its capacities as CIT Leasing Secured Party and Series B Issuer, the Company and certain of its Subsidiaries (as amended, restated, supplemented, modified or replaced from time to time, the "Junior Intercreditor Agreement");

WHEREAS, pursuant to that certain Series B Collateral Agreement, dated as of December 10, 2009, among the Releasee, certain of its subsidiaries party thereto, and Deutsche Bank Trust Company Americas as the Series B Parent Collateral Agent and the Series B Subsidiary Collateral Agent (the "Series B Collateral Agreement"), the Series B Parent Collateral Agent and the Releasee entered into that certain Series B Parent Trademark Security Agreement (the "Trademark Security Agreement"), pursuant to which a security interest (the

“Security Interest”) was granted in the Series B Trademark Collateral (as defined in the Trademark Security Agreement) (the “Series B Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on December 14, 2009 at Reel 4114 and Frame 0435;

WHEREAS, the Series B Obligations (other than contingent reimbursement and indemnification obligations not yet accrued and payable) have been paid in full; and

WHEREAS, the Series B Parent Collateral Agent, at the written request of the Releasee and pursuant to Section 7.3(b) of the Series B Collateral Agreement, now desires to terminate and release the entirety of its Security Interest in the Series B Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Series B Trademark Collateral pursuant to the Series B Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Series B Parent Collateral Agent hereby states as follows:

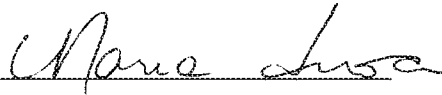
1. Definitions. Capitalized terms used herein without definition are used as defined in the Series B Indenture, unless otherwise indicated.
2. Release of Security Interest. The Series B Parent Collateral Agent hereby terminates, releases and discharges its Security Interest in the Series B Trademark Collateral, and any right, title or interest of the Series B Parent Collateral Agent in such Series B Trademark Collateral shall hereby cease and become void.
3. Further Assurances. The Series B Parent Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the undersigned has caused this Termination and Release to be duly executed by its officer thereunto duly authorized as of the date first written above.

Deutsche Bank Trust Company Americas,  
as Series B Parent Collateral Agent

By:   
Name: IRENE SIEGEL  
Title: VICE PRESIDENT

By:   
Name: MARIA INOA  
Title: ASSOCIATE

**Schedule A**

**United States Trademark Registrations**

<b>Grantor</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
CIT Group Inc.	C IT	3261421	07/10/07
CIT Group Inc.	CAPITAL REDEFINED	3334242	11/13/07
CIT Group, Inc.	CIT	3291762	09/11/07
CIT Group Inc.	CIT	2766028	09/23/03
CIT Group, Inc.	CIT (Stylized)	3291765	09/11/07
CIT Group Inc.	CIT DIGITALEdge	2865425	07/20/04
CIT Group Inc.	CIT logo	2781012	11/11/03
CIT Group Inc.	CITCUSTOMEREDGE	2806874	01/20/04
CIT Group Inc.	EDGEVIEW	2738279	07/15/03
CIT Group Inc.	PRACTICEFINANCE & Design	3048331	01/24/06
CIT Group Inc.	Quality Digital Solutions	3008052	10/18/05
CIT Group Inc.	Quality Digital Solutions	3291762	07/17/03
CIT Group, Inc.	The CIT Group	1448848	07/21/87
CIT Group, Inc.	The CIT Group (and design) - former bar style logo	1452503	08/11/87
CIT Group Inc.	C IT EDUCATE	2971722	07/19/05
CIT Group Inc.	C IT GROW	2933697	03/15/05
CIT Group Inc.	C IT HEAL	2933696	03/15/05
CIT Group Inc.	C IT INSPIRE	2933695	03/15/05
CIT Group Inc.	C IT ROLL	2938620	04/05/05
CIT Group Inc.	C IT SOAR	2938619	04/05/05
CIT Group Inc.	C IT SUCCEED	2911458	12/14/04
CIT Group Inc.	CIT TOTALSOURCE	2506217	11/13/01
CIT Group Inc.	CITDIGITALEdge	2865425	08/13/02
CIT Group Inc.	SEE IT WITH CIT	2910182	12/14/04
CIT Group Inc.	WE SEE WHAT YOU SEE	2781786	11/11/03
CIT Group Inc.	CIT.COM	2636270	10/15/02
CIT Group Inc.	PRACTICE FINANCE	227432	09/14/99