

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CIT Group Inc.		08/25/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A.
<b>Street Address:</b>	901 Main Street
<b>Internal Address:</b>	TX1-492-14-11
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75202-3714
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**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

**OP \$590.00 3261421**

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:	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

NAME OF SUBMITTER:	Julie A. Newman
Signature:	/JAN/
Date:	08/26/2011

Total Attachments: 4  
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## BORROWER TRADEMARK SECURITY AGREEMENT

THIS BORROWER TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of August 25, 2011, is made by each of the entities listed on the signature pages hereof (the "Grantor"), in favor of Bank of America, N.A. ("Bank of America"), as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Lenders (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Revolving Credit and Guaranty Agreement, dated as of August 25, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CIT Group Inc., as borrower, the Guarantors from time to time party thereto, the Lenders from time to time party thereto and Bank of America, as administrative agent and Collateral Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is a party to the Collateral Agreement, dated as of August 25, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Grantor, certain other subsidiaries of CIT Group Inc. party thereto and the Collateral Agent for the Lenders and each Secured Party, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Administrative Agent (as defined in the Credit Agreement) and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the 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. The 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 of the Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Parent Secured Parties, and grants to the 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 (the "Trademark Collateral"): all United States, and foreign trademarks, trade 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 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 Collateral Agent pursuant to the Collateral Agreement and the undersigned Grantor hereby acknowledges

and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the 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. Termination. This Trademark Security Agreement shall terminate upon the termination of the 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. The Collateral Agent's address is:

Bank of America, N.A.  
TX1-492-14-11  
901 Main Street  
Dallas, Texas 75202-3714  
Attention: Nora Taylor  
Telephone: 214-209-0592  
Fax: 214-290-9673  
Email: nora.j.taylor@baml.com

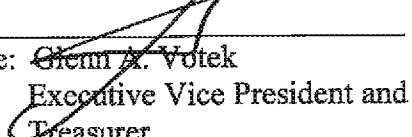
*[Signature Page Follows]*

IN WITNESS WHEREOF, the 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,

GRANTOR

CIT GROUP INC.

By:   
Name: ~~Glenn A. Votek~~  
Title: Executive Vice President and  
Treasurer

*[Signature Page – Borrower Trademark Security Agreement]*

TRADEMARK  
REEL: 004612 FRAME: 0464

Schedule 1

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
C IT	3261421	07/10/07
CAPITAL REDEFINED	3334242	11/13/07
CIT	3291762	09/11/07
CIT	2766028	09/23/03
CIT (Stylized)	3291765	09/11/07
CIT DIGITALEdge	2865425	07/20/04
CIT logo	2781012	11/11/03
EDGEVIEW	2738279	07/15/03
PRACTICEFINANCE & Design	3048331	01/24/06
Quality Digital Solutions	3008052	10/18/05
The CIT Group	1448848	07/21/87
The CIT Group (and design) - former bar style logo	1452503	8/11/87
C IT EDUCATE	2971722	07/19/05
C IT GROW	2933697	03/15/05
C IT HEAL	2933696	03/15/05
C IT INSPIRE	2933695	03/15/05
C IT ROLL	2938620	04/05/05
C IT SOAR	2938619	04/05/05
C IT SUCCEED	2911458	12/14/04
CIT TOTALSOURCE	2506217	11/13/01
SEE IT WITH CIT	2910182	12/14/04
CIT.COM	2636270	10/15/02
PRACTICE FINANCE	2277432	09/14/99