

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		03/09/2012	National Banking Association: UNITED STATES

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: 26

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:	2971722	C IT EDUCATE
Registration Number:	2933697	C IT GROW.

TRADEMARK

OP \$665.00 3261421

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:	1452503	THE CIT GROUP
Registration Number:	2636270	CIT.COM
Registration Number:	2277432	PRACTICEFINANCE
Serial Number:	78275645	QUALITY DIGITAL SOLUTIONS

CORRESPONDENCE DATA

Fax Number: (212)291-9719
Phone: 212 558 3285
Email: newmanj@sullcrom.com, nguyenb@sullcrom.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
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:	017500/0019 (JAN)
NAME OF SUBMITTER:	Julie A. Newman
Signature:	/Julie A. Newman/
Date:	03/12/2012

Total Attachments: 4
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RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT (this “Release”) is made as of March 9, 2012 (the “Effective Date”) by Bank of America, N.A., as Parent Collateral Agent for the Parent Secured Parties (the “Collateral Agent”) for the benefit of CIT Group, Inc. (the “Releasee”).

WHEREAS, pursuant to that certain Joinder Agreement, dated as of December 10, 2009, among Releasee, the subsidiaries of Releasee party thereto and Bank of America, N.A., 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 Releasee party thereto and Bank of America, N.A., as collateral agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), Releasee (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 Releasee 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 1, 2009, and the Amendment Deed (Trust Deed) 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 Releasee, 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 Releasee 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, Releasee was required to execute and deliver the Trademark Security Agreement, dated as of December 10, 2009, between Releasee and Collateral Agent, in which it granted a Lien on and security interest in and to all of its right, title and interest in, to and under the Parent Trademark Collateral (as defined below) (the “Security Interest”);

WHEREAS, the Security Interest was recorded in the United States Patent and Trademark Office on December 11, 2009, at Reel No. 4112 and Frame No. 0583;

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Parent Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Collateral Agent hereby states as follows:

1. Definitions. Capitalized terms used herein without definition are used as defined in the Collateral Agreement.
 - a. “Parent Trademark Collateral” means 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.
2. Termination and Release of Security Interest. The Collateral Agent hereby terminates, releases and discharges the entirety of its Security Interest in the Parent Trademark Collateral, and any right, title or interest the Collateral Agent may have in such Parent Trademark Collateral shall hereby cease and become void.
3. Recordation. The Collateral Agent authorizes and requests that the Commissioner for Trademarks record this Release.
4. Further Assurances. Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents, at the sole cost and expense of the Releasee, and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

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

By: Robert Rittelmeier
Name:
Title: ROBERT RITTELMAYER
VICE PRESIDENT

[Signature Page to Release of Trademark Security Agreement]

TRADEMARK
REEL: 004735 FRAME: 0201

Schedule 1

Trademark	Registration Number	Registration Date
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
CITCUSTOMEREDGE	2806874	01/20/04
EDGEVIEW	2738279	07/15/03
PRACTICEFINANCE & Design	3048331	01/24/06
Quality Digital Solutions	3008052	10/18/05
Quality Digital Solutions	78275645	07/17/03
The CIT Group	1448848	07/21/87
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
WE SEE WHAT YOU SEE	2781786	11/11/03
The CIT Group (and design) - former bar style logo	1452503	8/11/87
CIT.COM	2636270	10/15/02
PRACTICE FINANCE	2277432	09/14/99