

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SERIES A PARENT TRADEMARK SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas, as Series A Parent Collateral Agent		03/09/2012	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: 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

OP \$665.00 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:	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  
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*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 SERIES A PARENT TRADEMARK SECURITY AGREEMENT**

**THIS RELEASE OF SERIES A PARENT TRADEMARK SECURITY AGREEMENT** (this “Release”) is made as of March 9, 2012 (the “Effective Date”) by Deutsche Bank Trust Company Americas, as Series A Collateral Agent (the “Collateral Agent”) for the benefit of CIT Group, Inc. (the “Releasee”).

**WHEREAS**, Releasee and Deutsche Bank Trust Company Americas, in its capacity as trustee (the “Series A Trustee”) entered into that certain Indenture, dated December 10, 2009, to provide for the further issuance of Releasee’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 Releasee thereunder (the “Series A Base Indenture”); and such Series A Base Indenture was amended and supplemented by that certain First Supplemental Indenture, dated as of December 10, 2009, between Releasee, the guarantors named therein and the Series A Trustee (the “Series A First Supplemental Indenture”, and together with the Series A Base Indenture, in each case, as amended, restated, modified and supplemented from time to time, collectively, the “Series A Indenture”) to provide for the issuance of five new series of Securities to be known collectively as its 7% Series A Second-Priority Secured Notes and the form, terms, provisions and conditions thereof (including the guarantee thereof) were set forth as provided in the Series A First Supplemental Indenture;

**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 (“Series B Trustee”) entered into that certain Indenture, dated as of December 10, 2009, to provide for the future issuance of 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 Company, 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) were 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, Releasee and certain of its Subsidiaries (as amended, restated, supplemented, modified or replaced from time to time, the “Junior Intercreditor Agreement”);

**WHEREAS**, Releasee is party to the Series A Collateral Agreement, dated as of December 10, 2009, among the Releasee, the Series A Parent Collateral Agent and Series A Subsidiary Collateral Agent (the "Collateral Agreement") pursuant to which the Releasee was required to execute and deliver the Series A Parent Trademark Security Agreement, dated as of December 10, 2009, 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 Trademark Collateral (as defined below) (the "Security Interest");

**WHEREAS**, the Security Interest was recorded in the United States Patent and Trademark Office on December 14, 2009 at Reel No. 4113 and Frame No. 0684; and

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

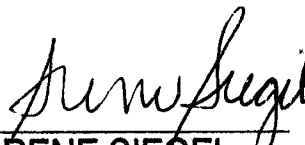
**NOW, THEREFORE**, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral (as defined below) pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms 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. "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 Trademark Collateral, and any right, title or interest the Collateral Agent may have in such 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 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:

DEUTSCHE BANK TRUST  
COMPANY AMERICAS,  
as Collateral Agent

By:   
Name: **IRENE SIEGEL**  
Title: **VICE PRESIDENT**

By:   
Name: **MARIA INOA**  
Title: **ASSOCIATE**

[Signature Page to Release of Series A Parent Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004735 FRAME: 0207**

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
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
CITDIGITALEdge	2865425	08/13/02
SEE IT WITH CIT	2910182	12/14/04
The CIT Group (and design) - former bar style logo	1452503	8/11/87
WE SEE WHAT YOU SEE	2781786	11/11/03
CIT.COM	2636270	10/15/02
PRACTICE FINANCE	2277432	09/14/99