

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
Bank of America, N.A.		03/09/2012	National Banking Association: UNITED STATES

**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: 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:	2971722	C IT EDUCATE
Registration Number:	2933697	C IT GROW.
Registration Number:	2933696	C IT HEAL.

**TRADEMARK**

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:	1452503	THE CIT GROUP
Registration Number:	2636270	CIT.COM
Registration Number:	2277432	PRACTICEFINANCE

**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 BORROWER TRADEMARK SECURITY AGREEMENT**

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

**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, N.A., as administrative agent and Collateral Agent, 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 Releasee 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 Releasee, certain other subsidiaries of Releasee party thereto and the Collateral Agent for the Lenders and each Secured Party, pursuant to which the Releasee executed and delivered a Borrower Trademark Security Agreement, dated as of August 25, 2011, in which it granted a Lien 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 August 26, 2011 at Reel No. 4612 and Frame No. 0460;

**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, 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, 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, at the sole cost and expense of Releasee, 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:

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

By: Robert Pittelmeier  
Name: ROBERT PITTELSMEYER  
Title: VICE PRESIDENT

[Signature Page to Release of Borrower Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004735 FRAME: 0213**

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
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
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