

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., as Collateral Agent		03/09/2012	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Education Loan Servicing Corporation
Street Address:	1 CIT Drive
City:	Livingston
State/Country:	NEW JERSEY
Postal Code:	07039
Entity Type:	CORPORATION: DELAWARE

Name:	Student Loan Xpress, Inc.
Street Address:	1 CIT Drive
City:	Livingston
State/Country:	NEW JERSEY
Postal Code:	07039
Entity Type:	CORPORATION: DELAWARE

Name:	The CIT Group/Commercial Services, Inc.
Street Address:	1 CIT Drive
City:	Livingston
State/Country:	NEW JERSEY
Postal Code:	07039
Entity Type:	CORPORATION: NEW YORK

Name:	CIT Loan Corporation (formerly known as The CIT Group/Consumer Finance, Inc.)
Street Address:	1 CIT Drive
City:	Livingston
State/Country:	NEW JERSEY

OP \$515.00 2348582

Postal Code:	07039
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2348582	E-TAD
Registration Number:	2917675	E-TAD ONLINE
Registration Number:	3110699	LENDING SOLUTIONS FOR BROKERS
Registration Number:	3231900	EDUCATION LOAN SERVICING
Registration Number:	3096726	3 FOR FREE
Registration Number:	3235841	BAR XPRESS
Registration Number:	3146674	CAREER XPRESS
Registration Number:	3294959	COMMUNITY COLLEGE XPRESS
Registration Number:	2883361	EDUCATION FINANCE CENTER
Registration Number:	3128226	EDUCATION LENDING GROUP
Registration Number:	3175087	GRAD XPRESS
Registration Number:	3146673	HEALTH XPRESS
Registration Number:	3175086	LEGAL XPRESS
Registration Number:	3443645	LOWER PAYMENTS FOR HIGHER EDUCATION
Registration Number:	3169685	RESIDENCY XPRESS
Registration Number:	3091413	RIGHTRATE LOAN
Registration Number:	2946967	STUDENT LOAN XPERTS
Registration Number:	3176379	STUDENT LOAN XPRESS
Registration Number:	2667420	STUDENT LOAN XPRESS
Registration Number:	3357137	STUDENT LOAN XPRESS

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)

	Julie A. Newman
Signature:	/Julie A. Newman/
Date:	03/12/2012
Total Attachments: 5 source=Release of Subsidiary Trademark Security Agreement - Executed#page1.tif source=Release of Subsidiary Trademark Security Agreement - Executed#page2.tif source=Release of Subsidiary Trademark Security Agreement - Executed#page3.tif source=Release of Subsidiary Trademark Security Agreement - Executed#page4.tif source=Release of Subsidiary Trademark Security Agreement - Executed#page5.tif	

RELEASE OF SUBSIDIARY TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF SUBSIDIARY 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 Education Loan Servicing Corporation, a Delaware corporation (“ELSC”), Student Loan Xpress, Inc., a Delaware corporation (“SLXI”), the CIT Group/Commercial Services, Inc. (NY), a New York corporation (“CITCSI”), and CIT Loan Corporation, a Delaware corporation (formerly known as The CIT Group/Consumer Finance, Inc.) (together with ELSC, SLXI and CITCSI, the “Releasees”).

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, all of the Releasees are 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 CIT Group Inc., the Releasees, certain other subsidiaries of CIT Group Inc. party thereto and the Collateral Agent for the Lenders and each Secured Party, pursuant to which the Releasees executed and delivered a Subsidiary 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. 0443;

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 the Releasees, 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: 
Name: _____
Title: ROBERT RITTELMEIER
VICE PRESIDENT

[Signature Page to Release of Subsidiary Trademark Security Agreement]

TRADEMARK
REEL: 004735 FRAME: 0240

Schedule 1

Grantor	Trademark	Registration Number	Registration Date
Education Loan Servicing Corporation	EDUCATION LOAN SERVICING (Word and Stylized)	3231900	04/17/2007
The CIT Group Inc./Commercial Services, Inc.	E-TAD	2348582	05/09/2000
The CIT Group/Commercial Services, Inc.	E-TAD ONLINE	2917675	01/11/05
CIT Loan Corporation	LENDING SOLUTIONS FOR BROKERS	3110699	06/27/06
Student Loan Xpress, Inc.	3 FOR FREE	3096726	05/23/06
Student Loan Xpress, Inc.	BAR XPRESS	3235841	05/01/07
Student Loan Xpress, Inc.	CAREER XPRESS	3146674	09/19/06
Student Loan Xpress, Inc.	COMMUNITY COLLEGE XPRESS	3294959	09/18/07
Student Loan Xpress, Inc.	EDUCATION LENDING GROUP and Design with color claim to blue for "EDUCATION"	3128226	08/08/06
Student Loan Xpress, Inc.	GRAD XPRESS	3175087	11/21/06
Student Loan Xpress, Inc.	HEALTH XPRESS	3146673	09/19/06
Student Loan Xpress, Inc.	LEGAL XPRESS	3175086	11/21/06
Student Loan Xpress, Inc.	RESIDENCY XPRESS	3169685	11/07/06
Student Loan Xpress, Inc.	RIGHTRATE LOAN	3091413	05/09/06
Student Loan Xpress, Inc.	STUDENT LOAN XPRESS	3176379	11/28/06

EXECUTION VERSION

Student Loan Xpress, Inc.	STUDENT LOAN XPRESS	2667420	12/24/02
Student Loan Xpress, Inc.	STUDENT LOAN XPRESS & DESIGN	3357137	12/18/07
Student Loan Xpress, Inc.	LOWER PAYMENTS FOR HIGHER EDUCATION	3443645	06/10/08
Student Loan Xpress, Inc.	STUDENT LOAN XPERTS	2946967	05/03/05
Student Loan Xpress, Inc.	EDUCATION FINANCE CENTER	2883361	09/07/04