

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		10/28/2009	Public Limited Company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	901 Main Street, 14th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	3231900	EDUCATION LOAN SERVICING
Registration Number:	2761035	EDUCATION LENDING GROUP, INC.
Registration Number:	3128226	EDUCATION LENDING GROUP
Registration Number:	3096726	3 FOR FREE
Registration Number:	3235841	BAR XPRESS
Registration Number:	2796782	CAP
Registration Number:	2809824	CAP CONSOLIDATION ASSISTANCE PROGRAM
Registration Number:	3146674	CAREER XPRESS
Registration Number:	2759694	CHOOSE YOUR PARTNER
Registration Number:	3294959	COMMUNITY COLLEGE XPRESS
Registration Number:	2883361	EDUCATION FINANCE CENTER
Registration Number:	3516463	FINANCIALAID.COM
Registration Number:	2707580	GRAD PARTNERS
Registration Number:	3175087	GRAD XPRESS

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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:	2706465	SECOND LOOK
Registration Number:	2946967	STUDENT LOAN XPERTS
Registration Number:	3176379	STUDENT LOAN XPRESS
Registration Number:	2667420	STUDENT LOAN XPRESS
Registration Number:	2905040	STUDENT LOAN XPRESS
Registration Number:	3357137	STUDENT LOAN XPRESS
Registration Number:	2692905	STUDENT LOAN XPRESS
Registration Number:	3013998	STUDENT LOAN XPRESSWAY
Registration Number:	3175088	UNDERGRAD XPRESS
Registration Number:	3037691	XPECT MORE
Registration Number:	2927883	XTREME REWARDS
Registration Number:	2917675	E-TAD ONLINE
Registration Number:	3110699	LENDING SOLUTIONS FOR BROKERS

CORRESPONDENCE DATA

Fax Number: (212)492-0603
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Correspondent Name: Lindsay N. Silber
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ATTORNEY DOCKET NUMBER:	191167-001
NAME OF SUBMITTER:	Lindsay N. Silber
Signature:	/lindsaynsilber/
Date:	10/28/2009

Total Attachments: 6
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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

This ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS ("Assignment") entered into as of October 28, 2009, is made by Barclays Bank PLC, a public limited company organized under the laws of England and Wales, in its capacity as original collateral agent ("Original Agent"), in favor of Bank of America, N.A., a national banking association, in its capacity as successor collateral agent ("Successor Collateral Agent").

WHEREAS, Original Agent, Education Loan Servicing Corporation, a Delaware corporation ("ELSC"), Student Loan Xpress, Inc., a Delaware corporation ("SLXI"), The CIT Group/Commercial Services, Inc., a New York corporation ("CITCSI"), CIT Loan Corporation (f/k/a The CIT Group/Consumer Finance, Inc.), a Delaware corporation (together with ELSC, SLXI and CITCSI, the "TM Grantors"), and certain other subsidiaries of CIT Group Inc. are parties to that certain Amended and Restated Collateral Agreement, dated as of July 29, 2009 (as amended, restated, supplemented or otherwise modified from time to time prior to giving effect to the Amendment Agreement (as defined below), the "Original Collateral Agreement");

WHEREAS, CIT Group Inc., the TM Grantors and certain other subsidiaries of CIT Group Inc., the lenders party thereto and Barclays Bank PLC, as administrative agent and Original Agent, are parties to that certain Amended and Restated Credit and Guaranty Agreement, dated as of July 29, 2009 (as amended, restated, supplemented or otherwise modified from time to time prior to giving effect to the Amendment Agreement, the "Original Credit Agreement");

WHEREAS, the TM Grantors were required pursuant to the Original Collateral Agreement to execute and deliver that certain Trademark Collateral Agreement, dated as of August 7, 2009 (the "Trademark Security Agreement"), pursuant to which the TM Grantors granted in favor of Original Agent a lien on and security interest in all right, title and interest, in, to and under certain assets of TM Grantors (the "Security Interest"), including, without limitation, the United States trademark registrations and applications set forth on Schedule A attached hereto (collectively, the "Marks");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 10, 2009, at Reel 4040, Frame 0904;

WHEREAS, pursuant to the Amendment Agreement, dated as of October [], 2009, by and among, inter alia, Original Agent, Successor Collateral Agent, CIT Group Inc. and certain subsidiaries of CIT Group Inc. (the "Amendment Agreement"), among other things, (i) the Original Credit Agreement was amended and restated (as so amended and restated, as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") and (ii) the Original Collateral Agreement was amended and restated (as so amended and restated, as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement");

WHEREAS, pursuant to the Resignation, Waiver, Consent and Appointment Agreement, dated as of October 28, 2009, by and among, inter alia, Original Agent, Successor Collateral Agent, CIT Group Inc. and certain subsidiaries of CIT Group Inc., Successor

Collateral Agent succeeded Original Agent as collateral agent under the Original Credit Agreement prior to its amendment and restatement and the other Credit Documents (as such term is defined in the Credit Agreement); and

WHEREAS, in connection with such succession, Original Agent wishes to assign to Successor Collateral Agent, and Successor Collateral Agent wishes to accept from Original Agent, the Security Interest in the Marks and all rights of Original Agent in such Marks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Original Agent and Successor Collateral Agent agree as follows:

1. Original Agent hereby irrevocably transfers, grants, assigns and conveys to Successor Collateral Agent, and Successor Collateral Agent hereby accepts, the Security Interest in the Marks and all rights of Original Agent in such Marks.

2. Original Agent hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Successor Collateral Agent as the assignee of the Security Interest in the Marks.

3. Successor Collateral Agent hereby acknowledges and agrees that the Security Interest assigned hereby has been granted in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. Successor Collateral Agent hereby acknowledges and agrees that its rights and remedies with respect to the Security Interest in the Marks assigned hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. Successor Collateral Agent hereby further acknowledges and agrees that the Security Interest in the Marks may be terminated only in accordance with the terms of the Collateral Agreement.

4. The Trademark Security Agreement, as modified by this Assignment, shall remain in full force and effect and it is expressly understood and agreed that this Assignment is in no way intended to constitute a novation of the obligations and liabilities existing under the Trademark Security Agreement

5. This Assignment and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with the laws of the State of New York.


6. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

* * * * *

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in their names by their duly authorized officers as of the date first above written.

BARCLAYS BANK PLC, as original collateral agent

By: 
Name: **Ann E. Sutton**
Title: **Vice President**

BANK OF AMERICA, N.A., as successor collateral agent

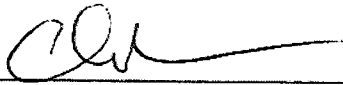
By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in their names by their duly authorized officers as of the date first above written.

BARCLAYS BANK PLC, as original collateral agent

By: _____
Name:
Title:

BANK OF AMERICA, N.A., as successor collateral agent

By:  _____
Name: Charles D. Graber
Title: Vice President

[Assignment of Security Interest in Trademarks]

Schedule A
to Assignment of Security Interest in Trademarks

Grantor	Trademark	Jurisdiction	Registration Number	Registration Date
Education Loan Servicing Corporation	EDUCATION LOAN SERVICING (Word and Stylized)	USA	3231900	04/17/07
Student Loan Xpress, Inc.	EDUCATION LENDING GROUP, INC. & DESIGN	USA	2761035	09/09/03
Student Loan Xpress, Inc.	EDUCATION LENDING GROUP and Design with color claim to blue for "EDUCATION"	USA	3128226	08/08/06
Student Loan Xpress, Inc.	3 FOR FREE	USA	3096726	05/23/06
Student Loan Xpress, Inc.	BAR XPRESS	USA	3235841	05/01/07
Student Loan Xpress, Inc.	CAP & Design	USA	2796782	12/23/03
Student Loan Xpress, Inc.	CAP CONSOLIDATION ASSISTANCE PROGRAM & DESIGN	USA	2809824	02/03/04
Student Loan Xpress, Inc.	CAREER XPRESS	USA	3146674	09/19/06
Student Loan Xpress, Inc.	CHOOSE YOUR PARTNER	USA	2759694	09/02/03
Student Loan Xpress, Inc.	COMMUNITY COLLEGE XPRESS	USA	3294959	09/18/07
Student Loan Xpress, Inc.	EDUCATION FINANCE CENTER	USA	2883361	09/07/04
Student Loan Xpress, Inc.	FINANCIALAID.COM & Design	USA	3516463	10/14/08
Student Loan Xpress, Inc.	GRAD PARTNERS	USA	2707580	04/15/03
Student Loan Xpress, Inc.	GRAD XPRESS	USA	3175087	11/21/06
Student Loan Xpress, Inc.	HEALTH XPRESS	USA	3146673	09/19/06
Student Loan Xpress, Inc.	LEGAL XPRESS	USA	3175086	11/21/06
Student Loan Xpress, Inc.	LOWER PAYMENTS FOR HIGHER EDUCATION	USA	3443645	06/10/08
Student Loan Xpress, Inc.	RESIDENCY XPRESS	USA	3169685	11/07/06
Student Loan Xpress, Inc.	RIGHTRATE LOAN	USA	3091413	05/09/06
Student Loan Xpress, Inc.	SECOND LOOK	USA	2706465	04/15/03

Grantor	Trademark	Jurisdiction	Registration Number	Registration Date
Inc.				
Student Loan Xpress, Inc.	STUDENT LOAN XPERTS	USA	2946967	05/03/05
Student Loan Xpress, Inc.	STUDENT LOAN XPRESS	USA	3176379	11/28/06
Student Loan Xpress, Inc.	STUDENT LOAN XPRESS	USA	2667420	12/24/02
Student Loan Xpress, Inc.	STUDENT LOAN XPRESS (Stylized)	USA	2905040	11/23/04
Student Loan Xpress, Inc.	STUDENT LOAN XPRESS & DESIGN	USA	3357137	12/18/07
Student Loan Xpress, Inc.	STUDENT LOAN XPRESS & Design	USA	2692905	03/04/03
Student Loan Xpress, Inc.	STUDENT LOAN XPRESSWAY	USA	3013998	11/08/05
Student Loan Xpress, Inc.	UNDERGRAD XPRESS	USA	3175088	11/21/06
Student Loan Xpress, Inc.	XPECT MORE	USA	3037691	01/03/06
Student Loan Xpress, Inc.	XTREME REWARDS	USA	2927883	02/22/05
The CIT Group/Commercial Services, Inc.	E-TAD ONLINE	USA	2917675	01/11/05
CIT Loan Corporation (f/k/a The CIT Group/Consumer Finance, Inc., a Delaware Corporation)	Lending Solutions For Brokers	USA	3,110,699	06/27/06