

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																	
NATURE OF CONVEYANCE:	Series A Subsidiary Trademark Security Agreement																																	
CONVEYING PARTY DATA																																		
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Registration Number:	2883361	EDUCATION FINANCE CENTER
Registration Number:	3516463	FINANCIALAID.COM
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
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Registration Number:	3357137	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.
Phone: 2123733603
Email: lsilber@paulweiss.com, hranucci@paulweiss.com
Correspondent Name: Lindsay N. Silber
Address Line 1: 1285 Avenue of the Americas
Address Line 2: c/o Paul, Weiss, LLP
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	19167-001
NAME OF SUBMITTER:	Lindsay N. Silber
Signature:	/lindsaynsilber/
Date:	12/11/2009

Total Attachments: 8
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SERIES A SUBSIDIARY TRADEMARK SECURITY AGREEMENT

THIS SERIES A SUBSIDIARY TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of December 10, 2009, is made by each of the entities listed on the signature pages hereof (each a "Series A Grantor" and, collectively, the "Series A Grantors"), in favor of Deutsche Bank Trust Company Americas, as Series A Subsidiary Collateral Agent (as defined in the Series A Collateral Agreement).

WITNESSETH:

WHEREAS, CIT Group Inc. (the "Series A Issuer" or "Company") and Deutsche Bank Trust Company Americas, in its capacity as trustee (the "Series A Trustee") entered into that certain Indenture, dated as of December 10, 2009, to provide for the future issuance of the Series A 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 A Issuer 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 Series A Issuer, 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) to be 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 (the "Series B Trustee") entered into that certain Indenture, dated as of December 10, 2009, to provide for the future issuance of the 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) to be set forth as provided in the Series B First Supplemental Indenture;

WHEREAS, C.I.T. Leasing Corporation ("CIT Leasing") entered into the following support agreements with Delaware Funding: (i) the support agreement, dated as of July 5, 2005, as amended on December 10, 2009, and (ii) the support agreement, dated as of November 1, 2006, as amended on December 10, 2009 (the "Support Agreements"); and further executed the CIT Leasing Collateral Agreement, dated as of December 10, 2009, granting a Lien to Delaware Funding, solely in its capacity as secured party thereunder and not in its capacity as Series B Issuer, to secure the obligations under the Support Agreements;

WHEREAS, the Company 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 16, 2009, and shall be amended by 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 Company, 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 Company 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, the Company shall cause (i) the AET Structured Finance Services PTY Limited Series A and Series B Parent Collateral Agent Appointment and Authorization to be executed on or about December 10, 2009 by the Company, the CIT Australia Bond Trustee and Deutsche Bank Trust Company Americas (the "Australian Note Trustee Appointment") and (ii) the Bank of New York Mellon Series A and Series B Parent Collateral Agent Appointment and Authorization to be executed on or about December 10, 2009 by the Company, the Long-Dated Bond Trustee and Deutsche Bank Trust Company Americas (the "Long-Dated Bond Trustee Appointment"), and pursuant thereto each of the CIT Australia Bond Trustee and the Long-Dated Bond Trustee shall appoint Deutsche Bank Trust Company Americas to act on its behalf, as Series A Parent Collateral Agent with respect to the Series A Collateral and Series B Parent Collateral Agent with respect to the Series B Collateral;

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, the Company and certain of its Subsidiaries (as amended, restated, supplemented, modified or replaced from time to time, the "Senior Intercreditor Agreement") and (ii) that certain Junior Intercreditor Agreement, dated as of December 10, 2009, between the Series A Parent Collateral Agent, the Series A Subsidiary Collateral Agent, 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, the Company and certain of its Subsidiaries (as amended, restated, supplemented, modified or replaced from time to time, the "Junior Intercreditor Agreement"); and

WHEREAS, all of the Series A Grantors are party to the Series A Collateral Agreement,

dated as of December 10, 2009, among the Series A Grantors, the Series A Parent Collateral Agent and Series A Subsidiary Collateral Agent pursuant to which the Series A Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the above-referenced Series A Grantors hereby agrees with the Series A Subsidiary Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Series A Collateral Agreement.

Section 2. Grant of Security Interest in Series A Trademark Collateral. The undersigned Series A Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration, or otherwise) of the Series A Obligations (as defined in the Series A Collateral Agreement), hereby mortgages, pledges and hypothecates to the Series A Subsidiary Collateral Agent for the benefit of the Series A Subsidiary Secured Parties, and grants to the Series A Subsidiary Collateral Agent for the benefit of the Series A Subsidiary Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following (the "Series A Trademark Collateral"): 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; provided, that notwithstanding the foregoing, the security interest created by this Trademark Security Agreement shall not extend to any trademark applications filed in the United States Patent and Trademark Office on the basis of such Series A Grantor's "intent-to-use" such trademark to the extent that the creation of a Lien hereunder on any such asset would render such asset void, terminated, unenforceable or invalid.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Series A Subsidiary Collateral Agent pursuant to the Series A Collateral Agreement and the undersigned Series A Grantor hereby acknowledges and agrees that the rights and remedies of the Series A Subsidiary Collateral Agent with respect to the security interest in the Series A Trademark Collateral made and granted hereby are more fully set forth in the Series A Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Trademark Security Agreement and the Series A Collateral Agreement, the provisions of the Series A Collateral Agreement shall govern.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single

counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by electronic transmission shall be as effective as delivery of a manually executed counterpart thereof.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 6. Intercreditor Agreements. Notwithstanding anything herein to the contrary, the lien and security interest granted to Series A Subsidiary Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Series A Subsidiary Collateral Agent hereunder are subject to the provisions of: (i) the Senior Intercreditor Agreement; and (ii) the Junior Intercreditor Agreement. In the event of any conflict between the terms of the Senior Intercreditor Agreement, the Junior Intercreditor Agreement and this Agreement, the terms of the Senior Intercreditor Agreement shall govern and control; and in the event of any conflict between the terms of the Junior Intercreditor Agreement and this Agreement, the terms of the Junior Intercreditor Agreement shall govern and control.


[Signature Pages Follow]

IN WITNESS WHEREOF, each Series A Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SERIES A GRANTORS:

CIT LOAN CORPORATION
EDUCATION LOAN SERVICING CORPORATION
STUDENT LOAN XPRESS, INC.
THE CIT GROUP/COMMERCIAL SERVICES, INC.

By: 
Name: Eric S. Mandelbaum
Title: Secretary

ACCEPTED AND AGREED
as of the date first above written:

DEUTSCHE BANK TRUST COMPANY AMERICAS
as Series A Subsidiary Collateral Agent

By:


Name: IRENE SIEGEL
Title: VICE PRESIDENT

By:


Name: EILEEN M HUGHES
Title: DIRECTOR

Signature Page to Series A Subsidiary Trademark Security Agreement

TRADEMARK
REEL: 004113 FRAME: 0163

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

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 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.	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
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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.)	Lending Solutions For Brokers	USA	3,110,699	06/27/06