

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CIT Loan Corporation		03/30/2011	CORPORATION: DELAWARE
Student Loan Xpress, Inc.		03/30/2011	CORPORATION: DELAWARE
The CIT Group/Commercial Services, Inc.		03/30/2011	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	Deutsche Bank Trust Company Americas, as Series C Subsidiary Collateral Agent
<b>Street Address:</b>	60 Wall Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10005
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Registration Number:	3110699	LENDING SOLUTIONS FOR BROKERS
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

**OP \$590.00 3110699**

Registration Number:	3091413	RIGHTRATE LOAN
Registration Number:	3176379	STUDENT LOAN XPRESS
Registration Number:	2667420	STUDENT LOAN XPRESS
Registration Number:	3357137	STUDENT LOAN XPRESS
Registration Number:	3175088	UNDERGRAD XPRESS
Registration Number:	3037691	XPECT MORE
Registration Number:	2927883	XTREME REWARDS
Registration Number:	3516463	FINANCIALAID.COM
Registration Number:	3013998	STUDENT LOAN XPRESSWAY
Registration Number:	2905040	STUDENT LOAN XPRESS
Registration Number:	2917675	E-TAD ONLINE

**CORRESPONDENCE DATA**

Fax Number: (212)291-9730  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 558-4913  
Email: Lazarusm@sullcrom.com, waleskib@sullcrom.com, nguyenb@sullcrom.com  
Correspondent Name: Meredith L. Lazarus  
Address Line 1: 125 Broad Street  
Address Line 2: Sullivan & Cromwell LLP  
Address Line 4: New York, NEW YORK 10004-2498

ATTORNEY DOCKET NUMBER:	017500/0014
NAME OF SUBMITTER:	Meredith L. Lazarus
Signature:	/Meredith L. Lazarus/
Date:	04/07/2011

**Total Attachments: 7**

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## SERIES C SUBSIDIARY TRADEMARK SECURITY AGREEMENT

THIS SERIES C SUBSIDIARY TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of March 30, 2011, is made by each of the entities listed on the signature pages hereof (each a "Series C Grantor" and, collectively, the "Series C Grantors"), in favor of Deutsche Bank Trust Company Americas, as Series C Subsidiary Collateral Agent (as defined in the Series C Collateral Agreement).

## WITNESSETH:

WHEREAS, CIT Group Inc. (the "Issuer" or "Company") and Deutsche Bank Trust Company Americas, in its capacity as trustee (the "Series C Trustee") entered into that certain Series C Indenture, dated as of March 30, 2011, to provide for the future issuance of the Company'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 Company thereunder (the "Series C Base Indenture"); and such Series C Base Indenture was amended and supplemented by that certain First Supplemental Indenture, dated as of March 30, 2011, between the Company, the guarantors named therein and the Series C Trustee (the "Series C First Supplemental Indenture", and together with the Series C Base Indenture, in each case, as amended, restated, modified and supplemented from time to time, collectively, the "Series C Indenture") to provide for the issuance of the Series C Second-Priority Secured Notes due 2014 and the Series C Second-Priority Notes due 2018 (the "Series C Indenture");

WHEREAS, the parties hereto have entered into (i) that certain Senior Intercreditor and Subordination Agreement, dated as of December 10, 2009 (as amended, restated, supplemented, modified or replaced from time to time), among Bank of America, N.A., in its capacities as the First Lien Credit Facility Representative, the First Lien Subsidiary Collateral Agent and the First Lien Parent Collateral Agent; Deutsche Bank Trust Company Americas, in its capacities as 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 and the Series B Subsidiary Collateral Agent; CIT Group Funding Company of Delaware LLC, in its capacities as CIT Leasing Secured Party and Series B Issuer; and the Company and certain of its Subsidiaries (the "Senior Intercreditor Agreement") to which Deutsche Bank Trust Company Americas, in its capacity as Series C Parent Collateral Agent and Series C Subsidiary Collateral Agent has become a party, pursuant to the Joinder Agreement dated as of the date hereof and (ii) that certain Junior Intercreditor Agreement, dated as of December 10, 2009 (as amended, restated, supplemented, modified or replaced from time to time), among Deutsche Bank Trust Company Americas, in its capacities as the Series A Parent Collateral Agent, the Series A Subsidiary Collateral Agent, the Series B Parent Collateral Agent and the Series B Subsidiary Collateral Agent; CIT Group Funding Company of Delaware LLC, in its capacities as CIT Leasing Secured Party and Series B Issuer and the Company and certain of its Subsidiaries (the "Junior Intercreditor Agreement") to which Deutsche Bank Trust Company Americas, in its capacity as Series C Parent Collateral Agent and Series C Subsidiary Collateral Agent has become a party, pursuant to the Joinder Agreement dated as of the date hereof;

WHEREAS, all of the Series C Grantors are party to the Series C Collateral Agreement, dated as of March 30, 2011, among the Series C Grantors, the Series C Parent Collateral Agent and Series C Subsidiary Collateral Agent pursuant to which the Series C 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 C Grantors hereby agrees with the Series C Subsidiary Collateral Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. The undersigned Series C 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 C Subsidiary Obligations, hereby mortgages, pledges and hypothecates to the Series C Subsidiary Collateral Agent for the benefit of the Series C Subsidiary Secured Parties, and grants to the Series C Subsidiary Collateral Agent for the benefit of the Series C Subsidiary Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following (the "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 C 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 C Subsidiary Collateral Agent pursuant to the Series C Collateral Agreement and the undersigned Series C Grantor hereby acknowledges and agrees that the rights and remedies of the Series C Subsidiary Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Series C 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 C Collateral Agreement, the provisions of the Series C 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. Termination. This Trademark Security Agreement shall terminate upon the termination of the Series C Collateral Agreement.

Section 6. 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 7. Intercreditor Agreements. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Series C Subsidiary Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Series C 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.

Section 8. The Series C Subsidiary Collateral Agent's address is:

Deutsche Bank Trust Company Americas  
60 Wall Street  
New York, NY 10005  
Attn: TSS-ASFS  
Tel: 212-250-2946  
Fax: 212-553-2460  
Email: [Irene.siegel@db.com](mailto:Irene.siegel@db.com)

[SIGNATURE PAGE TO FOLLOW]

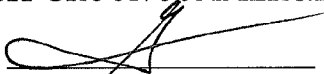
IN WITNESS WHEREOF, each Series C Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**SERIES C GRANTORS:**

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

By:

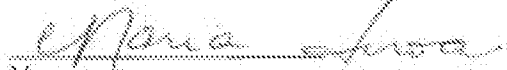
  
Name: Glenn A. Votek  
Title: Treasurer


[Series C Subsidiary Trademark Security Agreement]

**TRADEMARK  
REEL: 004517 FRAME: 0788**

Accepted and Agreed  
as of the date first above written:

DEUTSCHE BANK TRUST COMPANY AMERICAS  
as Series C Subsidiary Collateral Agent

By:   
Name:  
Title: MARIA INOA  
ASSOCIATE

By:   
Name:  
Title: MARK ESPOSITO  
ASSOCIATE

{Series C Subsidiary Trademark Security Agreement}

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

<b>Record Owner</b>	<b>Title (Trademark)</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
CIT Loan Corporation	Lending Solutions For Brokers	USA	3,110,699	06/27/06
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.	CAREER XPRESS	USA	3146674	09/19/06
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.	EDUCATION LENDING GROUP and Design with color claim to blue for "EDUCATION"	USA	3128226	08/08/06
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 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 & DESIGN	USA	3357137	12/18/07
Student Loan Xpress, Inc.	UNDERGRAD XPRESS	USA	3175088	11/21/06



<b>Record Owner</b>	<b>Title (Trademark)</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
Student Loan Xpress, Inc.	XPECT MORE	USA	3037691	01/03/06
Student Loan Xpress, Inc.	XTREME REWARDS	USA	2927883	02/22/05
Student Loan Xpress, Inc.	FINANCIALAID.COM & Design	USA	3516463	10/14/08
Student Loan Xpress, Inc.	STUDENT LOAN XPRESSWAY	USA	3013998	11/8/05
Student Loan Xpress, Inc.	STUDENT LOAN XPRESS (Stylized)	USA	2905040	11/23/04
The CIT Group/Commercial Services, Inc.	E-TAD ONLINE	USA	2917675	01/11/05