

**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		08/25/2011	CORPORATION: DELAWARE
Student Loan Xpress, Inc.		08/25/2011	CORPORATION: DELAWARE
Education Loan Servicing Corporation		08/25/2011	CORPORATION: DELAWARE
The CIT Group/Commercial Services, Inc.		08/25/2011	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A., as Collateral Agent
<b>Street Address:</b>	901 Main Street
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75202-3714
<b>Entity Type:</b>	NATIONAL BANKING ASSOCIATION: UNITED STATES

**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

**900200774**

**TRADEMARK  
 REEL: 004612 FRAME: 0443**

**OP \$515.00 2348582**

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  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212 558 3285  
Email: newmanj@sullcrom.com, nguyenb@sullcrom.com  
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:	17500/0014 (NEWMAN)
NAME OF SUBMITTER:	/Julie A. Newman
Signature:	/Julie A. Newman/
Date:	08/26/2011

**Total Attachments: 4**  
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## SUBSIDIARY TRADEMARK SECURITY AGREEMENT

THIS SUBSIDIARY TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of August 25, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Bank of America, N.A. ("Bank of America"), as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Lenders (as defined in the Credit Agreement referred to below).

### WITNESSETH:

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, as administrative agent and Collateral Agent for the Lenders, 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 Grantors 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 Grantors, certain other subsidiaries of CIT Group Inc. party thereto and the Collateral Agent for the Lenders and each Secured Party, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Administrative Agent (as defined in the Credit Agreement) and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration, or otherwise) of the Subsidiary Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Subsidiary Secured Parties, and grants to the Collateral Agent for the benefit of the 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, 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 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 Collateral Agent pursuant to the Collateral Agreement and the undersigned Grantors hereby acknowledge

and agree that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 Collateral Agreement, the provisions of the 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 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. The Collateral Agent's address is:

Bank of America, N.A.  
TX1-492-14-11  
901 Main Street  
Dallas, Texas 75202-3714  
Attention: Nora Taylor  
Telephone: 214-209-0592  
FAX: 214-290-9673  
Email: nora.j.taylor@baml.com

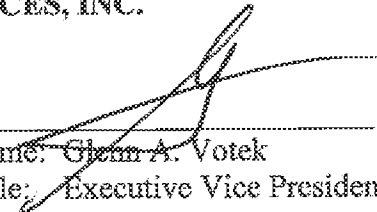
*[Signature Page Follows]*

IN WITNESS WHEREOF, each 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,

GRANTORS

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

By:   
Name: Glenn A. Votek  
Title: Executive Vice President and  
Treasurer

*[Signature Page -- Subsidiary Trademark Security Agreement]*

TRADEMARK  
REEL: 004612 FRAME: 0447

Schedule 1

<b>Grantor</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
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	3,110,699	06/27/06
Education Loan Servicing Corporation	EDUCATION LOAN SERVICING (Word and Stylized)	3231900	4/17/07
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 FINANCE CENTER	2883361	09/07/04
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.	LOWER PAYMENTS FOR HIGHER EDUCATION	3443645	06/10/08
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 XPERTS	2946967	05/03/05
Student Loan Xpress, Inc.	STUDENT LOAN XPRESS	3176379	11/28/06
Student Loan Xpress, Inc.	STUDENT LOAN XPRESS	2667420	12/24/02
Student Loan Xpress, Inc.	STUDENT LOAN XPRESS & DESIGN	3357137	12/18/07