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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)
ROBERT W. ALVORD (2011)

July 11, 2015

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Security Agreement, dated as of July 9, 2015, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Borrower: Cryo-Trans, Inc.
Three Hill Street
P.O. Box 417
Mt. Airy, MD 21771

Lender: TD Equipment Finance, Inc.
2059 Springdale Road
Cherry Hill, NJ 08003

A description of the railroad equipment covered by the enclosed document is:

50 box cars: CRYX 5950 – CRYX 5999.

A short summary of the document to appear in the index is:

Memorandum of Security Agreement.

Section Chief
July 11, 2015
Page 2

Also enclosed is a check in the amount of \$43.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Edward M. Luria

EML/sem
Enclosures

MEMORANDUM OF SECURITY AGREEMENT

This Memorandum of Security Agreement (“Memorandum”) is made and entered into as of July 9, 2015, between Cryo-Trans, Inc., a Maryland corporation (the “Borrower”) and TD Equipment Finance, Inc., a Maine corporation (“Lender”). Terms used in this Memorandum have the meanings assigned thereto in the Railcar Security Agreement and Railcar Utilization Agreement Assignment dated as of July 9, 2015 (as amended, modified or supplemented, the “Security Agreement”) among the Borrower, Marvin H. Weiner and the Lender.

W I T N E S S E T H:

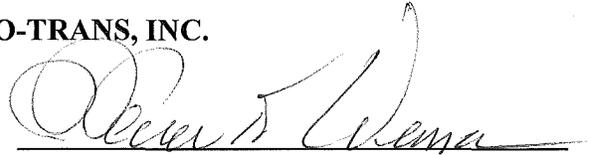
The undersigned are parties to the Security Agreement, by which the Borrower has granted a security interest in certain railroad equipment bearing reporting marks and road numbers as listed on Exhibit A attached hereto (the “Railcars”) and in each railcar utilization agreement related thereto, including those also set forth on Exhibit A attached hereto (but only to the extent relating to the Railcars), to the Lender in order to secure the Borrower's performance of its obligations as described in the Security Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have each caused this Memorandum of Security Agreement to be duly executed by their respective officers duly authorized as of the date and year first above written.

CRYO-TRANS, INC.

By:



Marvin H. Weiner
President

TD EQUIPMENT FINANCE, INC.

By: _____

Name: _____

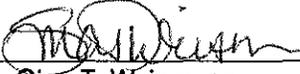
Title: _____

IN WITNESS WHEREOF, the parties hereto have each caused this Memorandum of Security Agreement to be duly executed by their respective officers duly authorized as of the date and year first above written.

CRYO-TRANS, INC.

By: _____
Marvin H. Weiner
President

TD EQUIPMENT FINANCE, INC.

By:  _____
Name: Gina T. Weismann
Title: Vice President

STATE OF Maryland)
) ss.:
COUNTY OF Baltimore)

On this, the 9th day of July, 2015, before me, a Notary Public in and for said County and State, personally appeared Marvin H. Weiner, the President of Cryo-Trans, Inc., who acknowledged himself to be a duly authorized officer of Cryo-Trans, Inc., and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Josephine Bernsten
Notary Public

[Notarial Seal]

STATE OF NJ)
)
COUNTY OF Camden) ss.:

On this, the 9th day of July, 2015, before me, a Notary Public in and for said County and State, personally appeared Gina T. Weismann, the VP, Federal Ops Manager of TD Equipment Finance, Inc., who acknowledged himself/herself to be a duly authorized officer of TD Equipment Finance, Inc., and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Notary Public

[Notarial Seal]

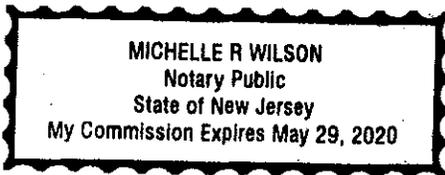


EXHIBIT A

Description of Items of Equipment and Railcar Utilization Agreements

EQUIPMENT AND RAILCAR UTILIZATION AGREEMENTS

Railcar Utilization Agreement #	Railcar User	# of Units	Description	Reporting Marks	Casualty Marks
1	J.M. Smucker LLC	4	72' Plate "F" railroad box cars, 286,00 GRL	CRYX 5995-5998, inclusive	None
2	The Martin-Brower Company, L.L.C.	45	72' Plate "F" railroad box cars, 286,000 GRL	CRYX 5950 - 5994, inclusive	None
N/A	N/A	1	72' Plate "F" railroad box cars, 286,000 GRL	CRYX 5999	None

Railcar Utilization Agreement No. 1 – J.M. Smucker LLC

Railcar Utilization Agreement entered into on August 9, 2013, by and between Cryo-Trans, Inc. and J.M. Smucker LLC

Third Amendment to Railcar Utilization Agreement entered into on November 28, 2014, by and between Cryo-Trans, Inc. and J.M. Smucker LLC

Railcar Utilization Agreement No. 2 – The Martin-Brower Company, L.L.C.

Railcar Utilization Agreement entered into on October 30, 2012, by and between Cryo-Trans, Inc. and The Martin-Brower Company, L.L.C.

Third Amendment to Railcar Utilization Agreement entered into on November 10, 2014, by and between Cryo-Trans, Inc. and The Martin-Brower Company, L.L.C.

Note: The Collateral includes the Railcar Utilization Agreements only to the extent relating to those specific Railcars described in this EXHIBIT A.

CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: July 10, 2015

Edward M. Luria

Edward M. Luria