

CHEMLEASE WORLDWIDE, INC.

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NO.

AUG 13 1979

Date

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Washington, D. C.

RECORDATION NO. 10738

Filed 1425

AUG 13 1979 - 2 30 PM

INTERSTATE COMMERCE COMMISSION

Office of the Secretary
Interstate Commerce Commission
Washington, D.C. 20423

10738

August 10, 1979

AUG 13 1979 - 2 30 PM

INTERSTATE COMMERCE COMMISSION

Dear Sirs:

Pursuant to Section 20c of the Interstate Commerce Act and the Commission's rules and regulations thereunder, as amended, I enclose herewith for filing and recordation three copies of each of the following documents:

(1) Security Agreement dated July 30, 1979 between Thriftway Leasing Company and ChemLease, Inc.

(2) Assignment dated July 30, 1979 between ChemLease, Inc. and ChemLease Worlwide, Inc.

The names and addresses of the parties to the aforementioned documents are as follows:

(1) Security Agreement:

(a) Secured Party:

ChemLease, Inc.
55 Water Street
New York, N.Y. 10041; and

(b) Debtor:

Thriftway Leasing Company
560 Stelton Road
Piscataway, New Jersey

(2) Assignment:

(a) Assignor:

ChemLease, Inc.
55 Water Street
New York, N.Y. 10041; and

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Handwritten signature: Christine M. Hillcott

(b) Assignee:

ChemLease Worldwide, Inc.
55 Water Street
New York, N.Y. 10041

Pursuant to the Security Agreement, the Debtor has granted to the Secured Party a security interest in the following units of equipment and in certain other collateral described in the Security Agreement:

100 New 1979 Fruehauf Model MEV Piggy Back trailers, vehicle identification numbers MEV 623000 through 623099 inclusive. Road Numbers TCGZ 208777 - 208876.

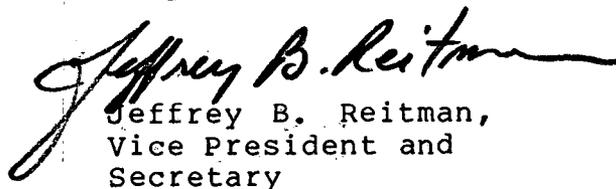
Pursuant to the Assignment, the Assignor has assigned to the Assignee the Assignor's right, title and interest in, to and under the Security Agreement, including its security interest in the above described units of railroad equipment.

Please file and record the Security Agreement and the Assignment, assigning the Assignment the same recordation number as the Security Agreement, cross-indexing said documents and one to the other and indexing said documents under the names of the Secured Party, the Assignee, the Debtor and certain lessees of the above described units of railroad equipment.

The enclosed documents are being presented for recordation concurrently with the presentation for recordation of certain other documents to which the Secured Party and the Assignee are also parties, and a check is being presented for the aggregate fee for recording all such documents pursuant to 49 CFR 1116.1.

Please stamp all three copies of each of the two enclosed documents and the attached copy of this transmittal letter with your official recording stamp. You will wish to retain two copies of each of the two documents and the original of this transmittal letter for your files. It is requested that the one remaining copy of each of the two documents and of this transmittal letter be delivered to the bearer of this letter.

Very truly yours,


Jeffrey B. Reitman,
Vice President and
Secretary

JBR:dp
encs.

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INTERSTATE COMMERCE COMMISSION

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned, CHEMLEASE, INC., a Delaware corporation ("ChemLease"), with its principal place of business at 55 Water Street, New York, New York 10041, hereby assigns, transfers and sets over to CHEMLEASE WORLDWIDE, INC., a New York corporation ("Worldwide"), with its principal place of business at 55 Water Street, New York, New York 10041, and to its successors and assigns, all the right, title and interest of ChemLease in and to the following:

(a) a Promissory Note dated July 30, 1979 (the "Note"), made by Thriftway Leasing Company (the "Debtor"), including without limitation the right to receive all payments thereunder;

(b) the units of railroad equipment (the "Units") described in each of two Security Agreement (and Schedule A attached thereto) dated the date of the Notes (the "Security Agreements"), between the Debtor and ChemLease, as secured party;

(c) the Leases of Equipment described in Schedule B to each of the Security Agreements and any other Lease pursuant to which any Unit shall at any time be leased, together with any and all schedules thereto;

(d) all rental, issues, income and profit from the Units; and

(e) the Security Agreements, including without limitation the right to receive any and all payments thereunder.

In furtherance of the foregoing assignment and transfer, ChemLease hereby authorizes and empowers Worldwide, in Worldwide's own name or in the name and as attorney hereby irrevocably constituted for ChemLease, to ask, demand, sue for, collect, receive and enforce any and all sums to which Worldwide is or may become entitled under this Assignment and to ask, demand, sue for and enforce compliance by the Debtor with the terms and agreements on its part to be performed under the Note and the Security Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed and accepted this Assignment July 30, 1979.

CHEMLEASE, INC.,

by

John L. Lewis
John L. Lewis,
Senior Vice President

Attest:

James T. Curran
Assistant Secretary
[Corporate Seal]

Accepted,

CHEMLEASE WORLDWIDE, INC.,

by

Frank P. Puma
Frank P. Puma,
Vice President

Attest:

James T. Curran
Assistant Secretary

[Corporate Seal]

