

RECORDATION NO. 25216-9 FILED

SEP 28 '04 2-58 PM

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.
20036
—
(202) 393-2266
FAX (202) 393-2156
E-MAIL alvordlaw@aol.com

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

September 28, 2004

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Assignment and Assumption, dated as of September 28, 2004, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Bill of Sale which is being filed with the Board under Recordation Number _____ -~~B~~ - F.

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

Assignor: Trinity Rail Leasing IV L.P.
2525 Stemmons Freeway
Dallas, Texas 75207

Assignee: TRLIV 2004-1D Railcar Statutory Trust
c/o U.S. Bank Trust National Association
225 Asylum Street
23rd Floor
Hartford, Connecticut 06103

Mr. Vernon A. Williams
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A description of the railroad equipment covered by the enclosed document is:

72 railcars within the following series as more particularly set forth in the equipment schedule attached to the document:

TILX 191004 – TILX 191011
TILX 191037 – TILX 191061
TILX 220065 – TILX 220068
TILX 261219 – TILX 261245
TILX 302531 – TILX 302538

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

Assignment and Assumption.

Also enclosed is a check in the amount of \$30.00 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,



Robert W. Alvord

RWA/anm
Enclosure

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ASSIGNMENT AND ASSUMPTION

SURFACE TRANSPORTATION BOARD

TRINITY RAIL LEASING IV LP., a Texas limited partnership (the "Assignor"), in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, hereby transfers, assigns and otherwise conveys and grants to TRLIV 2004-1D Railcar Statutory Trust, a Connecticut statutory trust (the "Owner Trust"), acting through U.S. Bank Trust National Association, a national banking association, not in its individual capacity except as expressly provided therein but solely as Owner Trustee (the "Owner Trustee"), under the Trust Agreement (TRLIV 2004-1D), dated as of September 28, 2004, by and between the Owner Trustee (in such capacity) and TRL One, LP, a Delaware limited partnership (the "Owner Participant"), all of its right, title and interest in and to the Existing Equipment Subleases set forth on Schedule I hereto and any and all income and proceeds thereof arising on and after the date hereof. This assignment is made pursuant to the Participation Agreement (TRLIV 2004-1D), dated as of September 28, 2004 (the "Participation Agreement"), by and among the Assignor, Trinity Rail Leasing Trust II, a Delaware statutory trust, Trinity Industries Leasing Company, a Delaware corporation, Trinity Industries, Inc., a Delaware corporation, the Owner Trust, the Owner Trustee, the Owner Participant, Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity except as expressly provided therein but solely as pass through trustee under the Pass Through Trust Agreement, and as trustee under the Indenture, and Ambac Assurance Corporation, as Policy Provider.

The Assignor hereby warrants to the Owner Trust and its successors and assigns that at the time of assignment of the Existing Equipment Subleases, the Assignor has legal and beneficial title thereto and good and lawful right to assign such Existing Equipment Subleases free and clear of all Liens (other than subleases of the Existing Equipment Subleases by the Sublessees as expressly permitted by the Existing Equipment Subleases and other than Permitted Liens of the type described in clauses (ii), (iii), (iv) and (v) of the definition thereof), and the Assignor covenants that it will defend forever such title to the Existing Equipment Subleases against the demands or claims of all Persons whomsoever (including, without limitation, the holders of such Permitted Liens) based on claims arising as a result of, or related or attributable to, acts, events or circumstances occurring prior to the assignment of the Existing Equipment Subleases by the Assignor hereunder. Notwithstanding the provisions above and its and the Owner Trust's intent that the Assignor transfer, assign and otherwise convey and grant to the Owner Trust all right, title and interest of the Assignor in the Existing Equipment Subleases, as a precaution only, in the event of any challenge to this Assignment and Assumption as being in the nature of an absolute assignment rather than a financing, the Seller hereby also grants the Owner Trust a security interest in the Existing Equipment Subleases. Such grant of a security interest does not constitute an admission or acknowledgment that the transactions contemplated by the Participation Agreement provide that this Assignment and Assumption is other than a transfer, assignment and otherwise conveyance and grant to the Owner Trust of all right, title and interest of the Assignor in the Existing Equipment Subleases.

Terms used herein with initial capital letters and not otherwise defined shall have the respective meanings given thereto in Appendix A to the Equipment Lease Agreement (TRLIV 2004-1D), dated as of September 28, 2004, between the Assignor, as Lessee, and the Owner Trust, as Lessor.

The Owner Trust hereby assumes, and agrees it is unconditionally bound in respect of, as of the Closing Date, all duties and obligations of the Assignor under the Existing Equipment Subleases.

This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York, including, without limitation, Section 5-1401 of the New York General Obligations Law.

This Assignment and Assumption shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective successors and assigns as permitted by and in accordance with the terms hereof. Except as expressly provided herein or in the other Operative Agreements, no party hereto may assign their interests herein without the consent of the parties hereto.

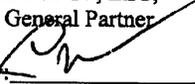
The Assignor will duly execute and deliver to the Owner Trust such further documents and assurances and take such further action as the Owner Trust may from time to time reasonably request or as may be required by applicable law or regulation in order to effectively carry out the intent and purpose of this Assignment and Assumption and to establish and protect the rights and remedies created or intended to be created in favor of the Owner Trust hereunder, including, without limitation, the execution and delivery of supplements or amendments hereto, in recordable form.

* * *

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed on the 28th day of September, 2004.

TRINITY RAIL LEASING IV L.P.

By: TILX GP IV, LLC,
its General Partner

By: 
Name: Eric Marchetto
Title: Vice President

TRLIV 2004-1D RAILCAR STATUTORY TRUST

By: U.S. Bank Trust National Association
its Owner Trustee

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed on the 28th day of September, 2004.

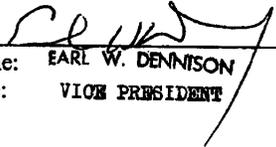
TRINITY RAIL LEASING IV L.P.

By: TILX GP IV, LLC,
its General Partner

By: _____
Name: Eric Marchetto
Title: Vice President

TRLIV 2004-1D RAILCAR STATUTORY TRUST

By: U.S. Bank Trust National Association
its Owner Trustee

By: 
Name: EARL W. DENNISON
Title: VICE PRESIDENT

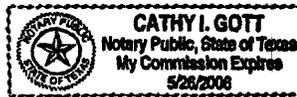
STATE OF Texas }
COUNTY OF Dallas }

SS:

On this 27th day of September, 2004, before me personally appeared Eric Marchetto, to me personally known, who being duly sworn, stated that he is Vice President of TILX GP IV, LLC, General Partner of Trinity Rail Leasing IV L.P., that said instrument was signed on behalf of said limited partner by said limited liability company as general partner of Trinity Rail Leasing IV L.P. by authority of its manager(s), and he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited partnership and limited liability company.

Cathy A. Gott
Notary Public

My Commission Expires: 5-26-2006



Schedule I

**Participation Agreement
Pool D**

List of Existing Equipment Subleases

Existing Equipment Subleases

Four (4) units identified with marks TILX 220065-220068 leased pursuant to Rider Three (3) to that certain Railroad Car Lease Agreement, dated March 1, 2002, between TILC and Marathon Ashland Petrochemicals.

Twenty-seven (27) units identified with marks TILX 261219-261245 leased pursuant to Rider Seventeen (17) to that certain Railroad Car Lease Agreement, dated May 7, 1980, between TILC and Shell Oil Company.

Twenty-five (25) units identified with marks TILX 191037-191061 leased pursuant to Rider Forty-seven (47) to that certain Railroad Car Lease Agreement, dated July 10, 1989, between TILC and ADM Transportation Company.

Eight (8) units identified with marks TILX 302531-302538 leased pursuant to Rider Eight (8) to that certain Railroad Car Lease Agreement, dated June 1, 2000, between TILC and ConocoPhillips Company.

Eight (8) units identified with marks TILX 191004-191011 leased pursuant to Rider Two (2) to that certain Railroad Car Lease Agreement, dated September 24, 2004, between TILC and Celanese LTD.

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, 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: _____

9/28/04



Robert W. Alvord