

RECORDATION NO. 25871-A FILED

SEP 30 '05

3-05 PM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
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OF COUNSEL
URBAN A. LESTER

September 30, 2005

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 an Instrument of Assignment, dated as of September 28, 2005, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Assignment and Assumption Agreement being filed with the Board under Recordation Number _____.

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

Assignor: Transport Capital Rail Partners, LLC
by DaimlerChrysler Services North America
LLC, its Manager
Three First National Plaza
70 West Madison Street, Suite 1960
Chicago, IL 60602

Assignee: The CIT Group/Equipment Financing, Inc.
1211 Avenue of the Americas
New York, New York 10036

Mr. Vernon A. Williams
September 28, 2005
Page 2

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

The "NCUX" reporting mark.

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

Instrument of Assignment.

Also enclosed is a check in the amount of \$33.00 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,

A handwritten signature in black ink, appearing to read "R. Alvord", written in a cursive style.

Robert W. Alvord

RWA/anm
Enclosures

SEP 30 '05

3-05 PM

Exhibits 2.3(e)(iii)/2.4(j)(iv)

SURFACE TRANSPORTATION BOARD
INSTRUMENT OF ASSIGNMENT

INSTRUMENT OF ASSIGNMENT (this "Assignment Agreement") is made and entered into as of the 28 day of September, 2005 by (i) TRANSPORT CAPITAL RAIL PARTNERS, LLC, a limited liability company organized under the laws of Delaware ("Assignor"), in favor of and accepted by (ii) THE CIT GROUP/EQUIPMENT FINANCING, INC., a corporation organized under the laws of Delaware ("Assignee").

WHEREAS, by a Purchase and Sale Agreement dated as of September __, 2005 (the "Purchase and Sale Agreement") among Assignor, Assignee and CIT Financial USA, Inc., a Delaware corporation, Assignor agreed to sell, transfer and assign to Assignee all the railcars and certain other assets owned by Assignor (collectively, the "Purchased Assets") under the terms and subject to the conditions set forth therein; and

WHEREAS, effective immediately, (i) Assignor desires to assign all of its rights, title, powers, privileges and other benefits and interests in, to and under the mark "NCUX" (the "Mark"), and (ii) Assignee desires to accept all of Assignor's rights, title and interests in, to and under the Mark.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor, intending to legally bound, hereby makes the following assignment and agree as follows:

1. Defined Terms. All capitalized terms used but not defined herein shall have the respective meanings assigned thereto in the Purchase and Sale Agreement.

2. Assignment. Effective immediately, (a) Assignor does hereby sell, assign, transfer and convey to Assignee the Assigned Assets, together with all of Assignor's right, title, powers, privileges and other benefits and interests in, to and under the Assigned Assets, and (b) Assignee does hereby accept the foregoing sale, assignment, transfer and conveyance.

3. Recordation. Upon the request of Assignee, Assignor will record this Assignment (or cause the same to be recorded) with the Surface Transportation Board, the Registry of Canada and any other applicable governmental body or agency (as reasonably requested by Assignee) to evidence the sale, assignment, transfer and conveyance to Buyer of the Mark and all of Seller's right, title and interest in, to and under the Assigned Assets.

4. Further Assurances. From and after the execution and delivery hereof, Assignor will, at its expense, make, do and execute or cause to be made, done and executed all such further acts, deeds and assurances as Assignee or its successors and assigns or its or their counsel may, at any time or from time to time, reasonably request or require more effectively to convey and assign the Mark to Assignee according to the intent and meaning of this Assignment and the Purchase and Sale Agreement.

5. Authority. Each of Assignor and Assignee hereby represents and warrants that it has all requisite corporate or limited liability company power (as applicable) to, and has been duly authorized by all requisite corporate or limited liability company action (as applicable) to, execute and deliver this Assignment.

6. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Severability. Any term, condition or provision of this Assignment which is, or is deemed to be, void, prohibited or unenforceable in any jurisdiction is, as to such jurisdiction, severable herefrom, and is ineffective to the extent of such avoidance, prohibition and unenforceability without in any way invalidating the remaining terms, conditions and provisions hereof, unless such a construction would be unreasonable.

8. Governing Law. THIS ASSIGNMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF NEW YORK, SHALL BE CONSTRUED IN ACCORDANCE WITH, AND THE RIGHTS AND LIABILITIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, THE LAWS OF SUCH STATE OTHER THAN CONFLICTS OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER STATE, AND THIS ASSIGNMENT SHALL BE DEEMED IN ALL RESPECTS TO BE A CONTRACT OF SUCH STATE.

9. Counterparts. This Assignment (i) may be executed in any number of counterparts, but all of such counterparts together shall constitute one and the same agreement, and (ii) shall become binding when one or more counterparts have been signed by each party hereto and delivered to each of the other parties hereto.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment Agreement as of the date first above written.

ASSIGNOR:

ASSIGNEE:

TRANSPORT CAPITAL RAIL PARTNERS, LLC
By: Daimler Chrysler Services North America
LLC, its Manager
By: William Bishop, its Manager

THE CIT GROUP/EQUIPMENT FINANCING,
INC.

By: William Bishop
Name: WILLIAM BISHOP
Title: VP

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment and Assumption Agreement as of the date first above written.

ASSIGNOR:

ASSIGNEE:

TRANSPORT CAPITAL RAIL PARTNERS, LLC
By: DaimlerChrysler Services North America
LLC, its Manager

THE CIT GROUP/EQUIPMENT FINANCING,
INC.

By: _____

Name: _____

Title: _____

By: *D.P. Hayes*

Name: *D. P. HAYES*

Title: *Senior Vice President*

STATE OF [Connecticut)
)
COUNTY OF [Fairfield) SS:

On this 26 day of September, 2005, before me, a Notary Public in and for said County and State, personally appeared William Bishop, the Vice President of DaimlerChrysler Services North America LLC ("DCSNA"), acting on behalf of and in its capacity as Manager of Transport Capital Rail Partners, LLC, a Delaware limited liability company ("TCRP"), who acknowledged himself/herself to be a duly authorized officer of DCSNA and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained. Further, he acknowledged that the execution of the foregoing was the free act and deed of such officer on behalf of DCSNA on behalf of TCRP.

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

Name: Susan E. Ochman
Notary Public

SUSAN E. OCHMAN
NOTARY PUBLIC
MY COMMISSION EXPIRES 9-30-09

[Notarial Seal]

My commission expires: 9-30-09

ACKNOWLEDGEMENT

STATE OF [New York])
) SS:
COUNTY OF [New York])

On this 27 day of September, 2005, before me, a Notary Public in and for said County and State, personally appeared DP Hayes, the Senior Vice President of The CIT Group/Equipment Financing, Inc., a Delaware corporation ("CIT"), who acknowledged himself/herself to be a duly authorized officer of CIT and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained. Further, he/she acknowledged that the execution of the foregoing Assignment and Assumption Agreement was the free act and deed of such officer and of CIT.

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

Name: *[Signature]*
Notary Public

[Notarial Seal]

My commission expires: 7/09

STEPHENLY TAMM
Notary Public, State of New York
No. 017AB130077
Qualified in New York County
Commission Expires 07/06/207

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: 29 September, 2005



Robert W. Alvord