

RECORDATION NO 30550
FILED
December 17, 2012 09:30 AM
SURFACE TRANSPORTATION BOARD

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

OF COUNSEL
URBAN A. LESTER

December 17, 2012

Chief of the 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 an Assignment Agreement, dated as of December 14, 2012, 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:

Assignor: The CIT Group/Equipment Financing, Inc.
30 South Wacker Drive, Suite 2900
Chicago, IL 60606

Assignee: The CIT Group/Corporate Aviation, Inc..
30 South Wacker Drive, Suite 2900
Chicago, IL 60606

Chief of the Section of Administration
December 17, 2012
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A description of the railroad equipment covered by the enclosed document
is:

75 railcars: CEFX 398150 – CEFX 398224.

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

Assignment Agreement.

Also enclosed is a check in the amount of \$42.00 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

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Assignment") is made and entered into as of December 14, 2012 by THE CIT GROUP/EQUIPMENT FINANCING, INC., a Delaware corporation ("Assignor") and THE CIT GROUP/CORPORATE AVIATION, INC., a Delaware corporation ("Assignee").

RECITALS

WHEREAS, Assignor and Poet Nutrition Inc. (the "Lessee") are parties to that certain Master Railcar Lease, dated as of March 31, 2008 (the "Master"), as supplemented by that certain Schedule No. 03, dated as of November 21, 2011 (as amended, modified, supplemented or extended from time to time, the "Schedule" and such Schedule, incorporating the terms of the Master, being hereinafter referred to as the "Lease").

WHEREAS, the parties hereto desire to enter into this Assignment to facilitate the assignment by Assignor of its right, title, interest and obligations in, to and under the Lease and all proceeds thereof to Assignee.

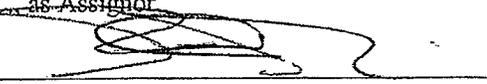
NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Effective as of the date hereof, Assignor hereby assigns, conveys, transfers and sets over to Assignee all of Assignor's right, title, interest and obligations in, to and under the Lease and all proceeds thereof. Assignee hereby accepts the foregoing assignment.
2. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
3. Successors and Assigns. The terms of this Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto, and their respective successors and assigns.
4. Governing Law. This Assignment shall be construed and enforced in accordance with the laws of the State of New York.
5. Further Assurances. Each party agrees that from time to time after the date hereof it shall execute and deliver, or cause to be executed and delivered, such instruments, documents and papers, and take all such further action, as may be reasonably required in order to consummate more effectively the purposes of this Assignment and to implement the transactions contemplated hereby.

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

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the first date herein above written.

THE CIT GROUP/EQUIPMENT FINANCING,
INC. as Assignor

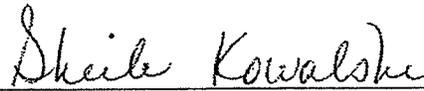
By: 

Name: Richard A. Rossi

Title: Director

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

The foregoing Assignment Agreement was acknowledged before me, the undersigned Notary Public, in the County of Cook this 12 day of December, 2012 by Richard A Rossi, as a Director of THE CIT GROUP/EQUIPMENT FINANCING, INC., a Delaware corporation.



Notary Public

My commission expires: 2/28/15

[Notarial Seal]

OFFICIAL SEAL
Sheila Kowalski
Notary Public, State of Illinois
My Commission Expires 2/28/15

Schedule 1

Count	Initial	Number			
			38	CEFX	398187
1	CEFX	398150	39	CEFX	398188
2	CEFX	398151	40	CEFX	398189
3	CEFX	398152	41	CEFX	398190
4	CEFX	398153	42	CEFX	398191
5	CEFX	398154	43	CEFX	398192
6	CEFX	398155	44	CEFX	398193
7	CEFX	398156	45	CEFX	398194
8	CEFX	398157	46	CEFX	398195
9	CEFX	398158	47	CEFX	398196
10	CEFX	398159	48	CEFX	398197
11	CEFX	398160	49	CEFX	398198
12	CEFX	398161	50	CEFX	398199
13	CEFX	398162	51	CEFX	398200
14	CEFX	398163	52	CEFX	398201
15	CEFX	398164	53	CEFX	398202
16	CEFX	398165	54	CEFX	398203
17	CEFX	398166	55	CEFX	398204
18	CEFX	398167	56	CEFX	398205
19	CEFX	398168	57	CEFX	398206
20	CEFX	398169	58	CEFX	398207
21	CEFX	398170	59	CEFX	398208
22	CEFX	398171	60	CEFX	398209
23	CEFX	398172	61	CEFX	398210
24	CEFX	398173	62	CEFX	398211
25	CEFX	398174	63	CEFX	398212
26	CEFX	398175	64	CEFX	398213
27	CEFX	398176	65	CEFX	398214
28	CEFX	398177	66	CEFX	398215
29	CEFX	398178	67	CEFX	398216
30	CEFX	398179	68	CEFX	398217
31	CEFX	398180	69	CEFX	398218
32	CEFX	398181	70	CEFX	398219
33	CEFX	398182	71	CEFX	398220
34	CEFX	398183	72	CEFX	398221
35	CEFX	398184	73	CEFX	398222
36	CEFX	398185	74	CEFX	398223
37	CEFX	398186	75	CEFX	398224

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: 12/17/12

Edward M Luria
Edward M. Luria