



RECORDATION NO. 27541-A FILED

APR 21 '10 -4 22 PM

SURFACE TRANSPORTATION BOARD

Mitsui Rail Capital, LLC  
An affiliate of Mitsui & Co., Ltd.

71 South Wacker Drive, Suite 1800  
Chicago, Illinois 60606  
Phone 312-803-8880  
Fax 312-803-8890

April 21, 2010

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

Dear Section Chief:

Please find attached one (1) copy of the Memorandum of Assignment and Assumption Agreement dated March 1, 2010 between the following parties:

Assignee: Trademark Metals Recycling LLC  
400 Ashley Dr. North, Suite 1300  
Tampa, FL 33602

Assignor: Ocala Recycling, LLC  
2402 NW 6<sup>th</sup> Street  
Ocala, FL 34475

Lessor: Mitsui Rail Capital, LLC  
71 S. Wacker Drive, Suite 1800  
Chicago, IL 60606

This filing is to appear in the index as follows: Memorandum of Assignment and Assumption Agreement dated March 1, 2010.

Please file this as a secondary document under Recordation Number 27541 previously filed with the Surface Transportation Board. The filing fee in the amount of \$41.00 can be charged to our account.

Should you have any questions or need further information, please do not hesitate to contact me at (312) 803-8836.

Sincerely,

Christine C. Peterson  
Contract Administrator/Paralegal

Enclosure

Chicago Des Moines

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SURFACE TRANSPORTATION BOARD

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***MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT***

***AMONG***

***OCALA RECYCLING, LLC***

***AND***

***TRADEMARK METALS RECYCLING LLC***

***AND***

***MITSUI RAIL CAPITAL, LLC***

***MARCH 1, 2010***

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Memorandum of Assignment and Assumption Agreement made and entered into as of March 1, 2010, by and between Ocala Recycling, LLC ("Ocala" or "Assignor"), a Florida limited liability company, Trademark Metals Recycling LLC ("Trademark" or "Assignee"), a Delaware limited liability company and Mitsui Rail Capital, LLC, a Delaware limited liability company ("Lessor").

WITNESSETH:

1. Lessor leased to Ocala ("Lessee") fifty-two (52) railcars (the "Cars"), pursuant to that certain Lease Agreement dated June 18, 2008 (the "Lease Agreement"), and Schedule No. 1 thereto dated June 18, 2008 (Schedule No. 1 and the Lease Agreement as it relates to Schedule No. 1 collectively, the "Lease").
2. In connection with the Lease, a Memorandum of Lease was recorded with the Surface Transportation Board on June 26, 2008, Recordation No. 27541.
3. Subsequently, Ocala and Trademark entered into a definitive agreement for the sale of Ocala's assets, and assignment of Ocala's contracts, to Trademark (the "Transaction").
4. In connection with the Transaction, Assignor has agreed to assign to Assignee and Assignee has agreed to accept from Assignor the Lease and the Cars (the "Assignment").
5. In acknowledgement of the Assignment, this Memorandum of Assignment Agreement may be executed by the parties hereto in any number of counterparts, and all counterparts taken together shall be deemed to constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective officers as of the date and year first above written.

OCALA RECYCLING, LLC

By: Nolan Lehmann

Title: CHAIRMAN

TRADEMARK METALS RECYCLING LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

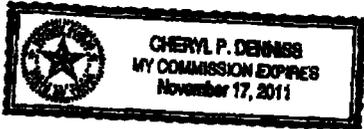
MITSUMI RAIL CAPITAL, LLC

By: \_\_\_\_\_

Title: President

STATE OF ~~FLORIDA~~ TEXAS )  
 ) ss.  
COUNTY OF HARRIS )

On this 1<sup>st</sup> day of MARCH, ~~2009~~ <sup>2010</sup>, before me personally appeared NOLAN LEHMAN, to me personally known, who being by me duly sworn, says that s/he is the CHAIRMAN of Ocala Recycling, LLC and that the foregoing instrument was signed on behalf of said company. and s/he acknowledged that the execution of the said instrument was her/his free act and deed.



Cheryl P. Dennis  
NOTARY PUBLIC  
My commission expires: 11/17/11

STATE OF FLORIDA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2009, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that s/he is the \_\_\_\_\_ of Trademark Metals Recycling LLC and that the foregoing instrument was signed on behalf of said company, and s/he acknowledged that the execution of the said instrument was her/his free act and deed.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

On this \_\_\_\_ day of \_\_\_\_\_, 2009, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that s/he is the President of Mitsui Rail Capital, LLC, and that the foregoing instrument was signed on behalf of said company, and s/he acknowledged that the execution of the said instrument was her/his free act and deed

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

Memorandum of Assignment and Assumption Agreement made and entered into as of March 1, 2010, by and between Ocala Recycling, LLC ("Ocala" or "Assignor"), a Florida limited liability company, Trademark Metals Recycling LLC ("Trademark" or "Assignee"), a Delaware limited liability company and Mitsui Rail Capital, LLC, a Delaware limited liability company ("Lessor").

WITNESSETH:

1. Lessor leased to Ocala ("Lessee") fifty-two (52) railcars (the "Cars"), pursuant to that certain Lease Agreement dated June 18, 2008 (the "Lease Agreement"), and Schedule No. 1 thereto dated June 18, 2008 (Schedule No. 1 and the Lease Agreement as it relates to Schedule No. 1 collectively, the "Lease").
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3. Subsequently, Ocala and Trademark entered into a definitive agreement for the sale of Ocala's assets, and assignment of Ocala's contracts, to Trademark (the "Transaction").
4. In connection with the Transaction, Assignor has agreed to assign to Assignee and Assignee has agreed to accept from Assignor the Lease and the Cars (the "Assignment").
5. In acknowledgement of the Assignment, this Memorandum of Assignment Agreement may be executed by the parties hereto in any number of counterparts, and all counterparts taken together shall be deemed to constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective officers as of the date and year first above written.

OCALA RECYCLING, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

TRADEMARK METALS RECYCLING LLC

By: *Michael B. [Signature]*

Title: *VP Finance*

MITSUI RAIL CAPITAL, LLC

By: \_\_\_\_\_

Title: President

STATE OF FLORIDA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2009, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that s/he is the \_\_\_\_\_ of Ocala Recycling, LLC and that the foregoing instrument was signed on behalf of said company, and s/he acknowledged that the execution of the said instrument was her/his free act and deed.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires:

STATE OF FLORIDA )  
 ) ss.  
COUNTY OF Hillsborough )

On this ~~07th~~ day of March, ~~2009~~<sup>2010</sup>, before me personally appeared Michael G. Walbridge to me personally known, who being by me duly sworn, says that s/he is the VP Finance of Trademark Metals Recycling LLC and that the foregoing instrument was signed on behalf of said company, and s/he acknowledged that the execution of the said instrument was her/his free act and deed.

NOTARY PUBLIC STATE OF FLORIDA  
 Geina Melissa Henderson  
Commission # DD784317  
Expires: AUG. 02, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

Geina Melissa Henderson  
NOTARY PUBLIC  
My commission expires. Aug 2, 2012

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

On this \_\_\_\_ day of \_\_\_\_\_, 2009, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that s/he is the President of Mitsui Rail Capital, LLC, and that the foregoing instrument was signed on behalf of said company, and s/he acknowledged that the execution of the said instrument was her/his free act and deed.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires:

Memorandum of Assignment and Assumption Agreement made and entered into as of March 1, 2010, by and between Ocala Recycling, LLC ("Ocala" or "Assignor"), a Florida limited liability company, Trademark Metals Recycling LLC ("Trademark" or "Assignee"), a Delaware limited liability company and Mitsui Rail Capital, LLC, a Delaware limited liability company ("Lessor").

WITNESSETH:

1. Lessor leased to Ocala ("Lessee") fifty-two (52) railcars (the "Cars"), pursuant to that certain Lease Agreement dated June 18, 2008 (the "Lease Agreement"), and Schedule No. 1 thereto dated June 18, 2008 (Schedule No. 1 and the Lease Agreement as it relates to Schedule No. 1 collectively, the "Lease").
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4. In connection with the Transaction, Assignor has agreed to assign to Assignee and Assignee has agreed to accept from Assignor the Lease and the Cars (the "Assignment").
5. In acknowledgement of the Assignment, this Memorandum of Assignment Agreement may be executed by the parties hereto in any number of counterparts, and all counterparts taken together shall be deemed to constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective officers as of the date and year first above written.

OCALA RECYCLING, LLC

By \_\_\_\_\_

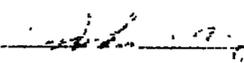
Title: \_\_\_\_\_

TRADEMARK METALS RECYCLING LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

MITSUMI RAIL CAPITAL, LLC

By:  \_\_\_\_\_

Title President

STATE OF FLORIDA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2009, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that s he is the \_\_\_\_\_ of Ocala Recycling, LLC and that the foregoing instrument was signed on behalf of said company, and s he acknowledged that the execution of the said instrument was her/his free act and deed.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

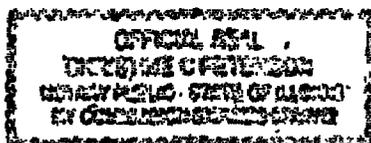
STATE OF FLORIDA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2009, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that s/he is the \_\_\_\_\_ of Trademark Metals Recycling LLC and that the foregoing instrument was signed on behalf of said company, and s/he acknowledged that the execution of the said instrument was her his free act and deed.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

On this 12<sup>th</sup> day of March, 2010, before me personally appeared John O'Brien, to me personally known, who being by me duly sworn, says that s he is the President of Mitsui Rail Capital, LLC, and that the foregoing instrument was signed on behalf of said company, and s/he acknowledged that the execution of the said instrument was her/his free act and deed.



*Charlene C. [Signature]*  
NOTARY PUBLIC  
My commission expires: 7/7/12