



December 2, 2011

Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, SW
Washington, DC 20423-0001

Dear Chief,

Please find attached one (1) copy of the Memorandum of Assignment and Assumption Agreement dated November 30, 2011 between the following parties:

Seller: Mitsui Rail Capital, LLC
17 South Wacker Drive
Chicago, IL 60606

Buyer: The David J. Joseph Company
300 Pike Street
Cincinnati, OH 45202

Please see Schedule 1, attached hereto, for the equipment, (52) railcars, involved in this transaction.

This filing is to appear in the index as follows: Memorandum of Assignment and Assumption Agreement dated November 30, 2011 related to fifty-two (52) railcars bearing reporting marks: MBKX 200100-200303, sporadic

Please file this as a secondary document under Recordation Number 27541-B as it relates to documents previously filed with the Surface Transportation Board under Recordation Numbers 27541 through 27541-A. 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 (513) 419-6062.

Sincerely,

Julie Woodard
Contract Manager

**MEMORANDUM OF
ASSIGNMENT AND ASSUMPTION AGREEMENT**

This MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of November 30, 2011 (this "Memorandum of Assignment Agreement"), is between Mitsui Rail Capital, LLC, a Delaware limited liability company (the "Seller"), and The David J. Joseph Company, a Delaware corporation (the "Buyer").

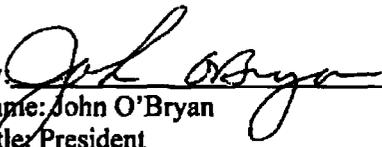
WITNESSETH:

1. SELLER has agreed to assign to Buyer that certain lease agreement dated June 18, 2008 between Mitsui Rail Capital, LLC, as Lessor, and Trademark Metals Recycling, LLC, as Lessee (the "Lease"), for fifty-two (52) railcars bearing the railroad reporting markings set forth on Schedule 1.

2. This Memorandum of Assignment Agreement shall be effective as of the date first set forth below.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Assignment Agreement to be executed and delivered by their duly authorized representatives as of the date set forth above, and shall be effective as of the Closing Date set forth in the Purchase and Sale Agreement by and between Buyer and Seller dated as of November 30, 2011.

MITSUI RAIL CAPITAL, LLC

By: 
Name: John O'Bryan
Title: President

THE DAVID J. JOSEPH COMPANY

By: _____
Name: _____
Title: _____

**MEMORANDUM OF
ASSIGNMENT AND ASSUMPTION AGREEMENT**

This MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of November 30, 2011 (this "Memorandum of Assignment Agreement"), is between Mitsui Rail Capital, LLC, a Delaware limited liability company (the "Seller"), and The David J. Joseph Company, a Delaware corporation (the "Buyer").

WITNESSETH:

1. SELLER has agreed to assign to Buyer that certain lease agreement dated June 18, 2008 between Mitsui Rail Capital, LLC, as Lessor, and Trademark Metals Recycling, LLC, as Lessee (the "Lease"), for fifty-two (52) railcars bearing the railroad reporting markings set forth on Schedule I.

2. This Memorandum of Assignment Agreement shall be effective as of the date first set forth below.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Assignment Agreement to be executed and delivered by their duly authorized representatives as of the date set forth above, and shall be effective as of the Closing Date set forth in the Purchase and Sale Agreement by and between Buyer and Seller dated as of November 30, 2011.

MITSUI RAIL CAPITAL, LLC

By: _____
Name: John O'Bryan
Title: President

THE DAVID J. JOSEPH COMPANY

By: Kelley C. Poellein
Name: Kelley C. Poellein
Title: VP Finance, Brokerage

STATE OF ILLINOIS)

) SS:

COUNTY OF COOK)

On this 29th day of November, 2011, before me the subscriber, Christine C Peterson, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named John O' Bryan, to me personally known, who stated and acknowledged that he is the President of MITSUI RAIL CAPITAL, LLC, a Delaware limited liability company, and duly authorized by authority of the Board of Directors or By-laws of said corporation in his capacity as such officer to execute and acknowledge this document for and in the name and on behalf of said corporation and further stated and acknowledged that he has so signed, executed and delivered this document as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 29th day of November, 2011.

Christine C Peterson

(Notary Signature)



My commission expires:

July 7, 2012

STATE OF OHIO)
) SS
COUNTY OF HAMILTON)

On this 29th day of November, 2011 before me the subscriber, Julie M Woodard, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Kelly C Boellein, to me personally known, who stated and acknowledged that he is the VP Finance, Brokerage of THE DAVID J. JOSEPH COMPANY, a Delaware corporation, and duly authorized by authority of the Board of Directors or By-laws of said corporation in his capacity as such officer to execute and acknowledge this document for and in the name and on behalf of said corporation and further stated and acknowledged that he has so signed, executed and delivered this document as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 29 day of November, 2011.

Julie M Woodard
(Notary Signature)

My commission expires:

9-24-12



Julie M. Woodard
Notary Public, State of Ohio
My Commission Expires 09-24-2012

SCHEDULE I

TO

MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

CARS:

Fifty-two (52) railcars bearing reporting marks:

<u>Count</u>	<u>Mark</u>	<u>Number</u>	<u>Count</u>	<u>Mark</u>	<u>Number</u>	<u>Count</u>	<u>Mark</u>	<u>Number</u>
1	MBKX	200100	19	MBKX	200157	37	MBKX	200235
2	MBKX	200102	20	MBKX	200169	38	MBKX	200238
3	MBKX	200104	21	MBKX	200174	39	MBKX	200239
4	MBKX	200107	22	MBKX	200176	40	MBKX	200240
5	MBKX	200116	23	MBKX	200178	41	MBKX	200246
6	MBKX	200123	24	MBKX	200181	42	MBKX	200247
7	MBKX	200124	25	MBKX	200182	43	MBKX	200255
8	MBKX	200125	26	MBKX	200183	44	MBKX	200267
9	MBKX	200129	27	MBKX	200186	45	MBKX	200271
10	MBKX	200130	28	MBKX	200189	46	MBKX	200279
11	MBKX	200131	29	MBKX	200195	47	MBKX	200283
12	MBKX	200135	30	MBKX	200207	48	MBKX	200285
13	MBKX	200137	31	MBKX	200210	49	MBKX	200297
14	MBKX	200138	32	MBKX	200222	50	MBKX	200298
15	MBKX	200139	33	MBKX	200223	51	MBKX	200299
16	MBKX	200141	34	MBKX	200229	52	MBKX	200303
17	MBKX	200149	35	MBKX	200232			
18	MBKX	200152	36	MBKX	200234			