

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aventine Renewable Energy, Inc.	FORMERLY Williams Ethanol Services, Inc.	12/17/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	2200 Ross Avenue		
Internal Address:	3rd Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	76513723	AVENTINE	
Serial Number:	76564747	AVENTINE	
Serial Number:	76564750	AVENTINE RENEWABLE ENERGY, INC.	
CORRESPONDENCE DATA			
Fax Number:	(646)848-4455		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-848-4455		
Email:	jlik@shearman.com		
Correspondent Name:	Daniel C. Glazer		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Shearman & Sterling LLP		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Daniel C. Glazer		

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Signature:	/Daniel C. Glazer/
Date:	01/14/2005
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 17, 2004 is entered into by AVENTINE RENEWABLE ENERGY, INC., a Delaware corporation f/k/a Williams Ethanol Services, Inc. (the "Grantor") and certain of its affiliates (collectively, the "Grantors") and JPMORGAN CHASE BANK, N.A., as the Administrative Agent (the "Administrative Agent") for the Lenders. Capitalized terms not otherwise defined herein have the meanings set forth in the Guaranty and Security Agreement dated as of May 30, 2003 among the Grantor and the Administrative Agent (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantors are granting a security interest to the Lenders in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Administrative Agent hereby agree as follows:

1. Grant of Security Interest.

1.1 Each Grantor hereby grants to the Administrative Agent, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

1.2 The security interest granted hereby is granted in conjunction with the security interest granted to the Administrative Agent under the Security Agreement. The rights and remedies of the Lenders with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

2. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Administrative Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

3. Governing Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE

GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA, EXCEPT TO THE EXTENT THAT THE LAWS OF ANY STATE IN WHICH ANY OF THE COLLATERAL IS LOCATED NECESSARILY GOVERNS THE VALIDITY, PERFECTION, PRIORITY AND ENFORCEABILITY, AND THE EXERCISE OF ANY REMEDIES WITH RESPECT TO ANY LIEN OR SECURITY INTEREST INTENDED TO BE CREATED OR GRANTED HEREBY ON COLLATERAL LOCATED IN SUCH STATE.

4. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Administrative Agent and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Administrative Agent given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

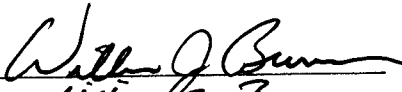
5. Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Facsimiles shall be effective as originals.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

AVENTINE RENEWABLE ENERGY, INC.

By: 
Name: William G. Branner
Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A., as the
Administrative Agent

By: _____
Name: _____
Title: _____


[SIGNATURE PAGE]

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

AVENTINE RENEWABLE ENERGY, INC.

By: _____
Name: _____
Title: _____

JPMORGAN CHASE BANK, N.A., as the
Administrative Agent

By:  _____
Name: Christopher D. Capriotti
Title: Vice President

TRADEMARK SECURITY AGREEMENTREGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner/Liens	Status/ Comment
AVENTINE	United States	76/513,723	5/13/03	Aventine Renewable Energy, Inc.	Accepted and set to register in due course.
AVENTINE & logo	United States	76/564,747	12/11/2003	Aventine Renewable Energy, Inc.	Application set for publication.
AVENTINE RENEWABLE ENERGY, INC. & design	United States	76/564,750	12/11/2003	Aventine Renewable Energy, Inc.	Application set for publication.

[SCHEDULE A]