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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Aventine Renewable Energy, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: JPMorgan Chase Bank, N.A.

Internal

Address: \_\_\_\_\_

Street Address: 2200 Ross Avenue, 4th Floor

City: Dallas

State: TX

Country: USA Zip: 75201

- Association Citizenship national banking
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) March 23, 2007

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

78/597840, 2954378, 2928195, 2937415 (see attached)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
(see attached) 27 2007

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Julie H Cooper

Internal Address: Vinson & Elkins L.L.P.

Street Address: 2001 Ross Avenue, Suite 3700

City: Dallas

State: TX Zip: 75146

Phone Number: 214-220-7919

Fax Number: 214-999-7919

Email Address: jucooper@velaw.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_  
11/28/2007 AGETACHE 00000070 78597840

9. Signature:

Julie H. Cooper  
Signature

Julie H. Cooper  
Name of Person Signing

B1 FC:8521  
B2 FC:8522

11/14/2007  
Date

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**SCHEDULE A****INTELLECTUAL PROPERTY SECURITY AGREEMENT****REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS**

<b>Trademark</b>	<b>Country</b>	<b>Reg. No. (App. No.)</b>	<b>Reg. Date (App. Date)</b>	<b>Record Owner/Liens</b>	<b>Status/ Comment</b>
"Supplying clean, renewable energy for the World"	Canada	1,273,821	9/28/2005	Aventine Renewable Energy, Inc.	Application in process
"Supplying clean, renewable energy for the World"	United States	78/597840	3/30/2005	Aventine Renewable Energy, Inc.	Application in process
Aventine Renewable Energy, Inc. and Design	United States	2,954,378	5/24/2005	Aventine Renewable Energy, Inc.	
Aventine	United States	2,928,195	2/22/2005	Aventine Renewable Energy, Inc.	
Aventine and Design	United States	2,937,415	4/5/2005	Aventine Renewable Energy, Inc.	

**PATENTS AND PATENT APPLICATIONS**

None

# **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Agreement**"), dated as of March 23, 2007, is entered into by **AVENTINE RENEWABLE ENERGY, INC.**, a Delaware corporation ("**Grantor**"), and certain of its affiliates (collectively, "**Grantors**"), and **JPMORGAN CHASE BANK, N.A.**, as Administrative Agent ("**Administrative Agent**"), for the Lenders. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement dated as of March 23, 2007, among Grantor and Administrative Agent (the "**Security Agreement**").

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

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 Administrative Agent hereby agree as follows:

## **1. Grant of Security Interest.**

1.1 Each Grantor hereby grants to 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 Intellectual Property, 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 Administrative Agent under the Security Agreement. The rights and remedies of 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 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 and Patents or any Trademarks and Patents acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks and Patents 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 Administrative Agent and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of 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, Grantor and 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. Brennan  
Title: Chief Accounting & Compliance Officer

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

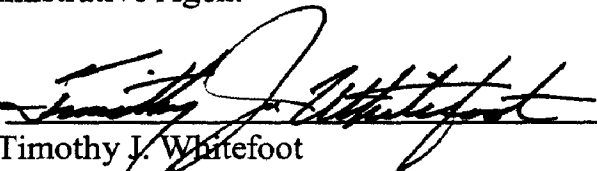
By: \_\_\_\_\_  
Timothy J. Whitefoot  
Vice President

IN WITNESS WHEREOF, Grantor and 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  
Administrative Agent**

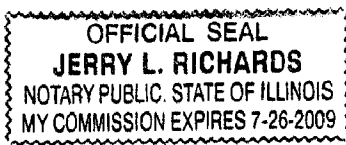
By:  \_\_\_\_\_  
Timothy J. Whitefoot  
Vice President

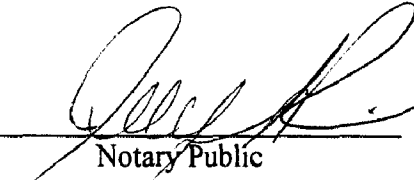
STATE OF Illinois  
COUNTY OF Peoria ) SS:

On March 22, 2007, before me, the undersigned, a notary public in and for said state and county, personally appeared William J. Brennan, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Chief Accounting and Compliance Officer, on behalf of Aventine Renewable Energy, Inc., a Delaware corporation and acknowledged to me that the corporation executed the within instrument pursuant to its bylaws.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)



  
Notary Public

My Commission Expires:

7-26-2009

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**PATENTS AND PATENT APPLICATIONS**

None