

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
Verasun Energy Corp.		12/21/2005	CORPORATION: SOUTH DAKOTA
Verasun Aurora Corp.		12/21/2005	CORPORATION: SOUTH DAKOTA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank
Street Address:	6th St. and Marquette Ave.
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	56479
Entity Type:	National Banking Assoc.: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	78533552	VERASUN
Serial Number:	78533540	VERASUN
Serial Number:	78533554	
Serial Number:	78533546	
Serial Number:	78533561	AMERICA'S SOURCE FOR RENEWABLE ENERGY
Serial Number:	78617204	VE85
Serial Number:	78617201	V E85
Serial Number:	78743992	RENEWABLE REVOLUTION

CORRESPONDENCE DATA

Fax Number: (212)530-5219
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-530-5000

CH \$215.00 78533552

Email: fbruno@milbank.com
Correspondent Name: Frank A. Bruno, Esq.
Address Line 1: 1 Chase Manhattan Plaza
Address Line 2: Milbank, Tweed, Hadley & McCloy LLP
Address Line 4: New York, NEW YORK 10005-1413

ATTORNEY DOCKET NUMBER:	28490-14600
NAME OF SUBMITTER:	Frank A. Bruno
Signature:	/fab/
Date:	12/21/2005

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 21, 2005 is entered into by VERASUN ENERGY CORPORATION, a South Dakota corporation (the "Company") and VERASUN AURORA CORPORATION, as South Dakota corporation (together with the Company, the "Grantors") and WELLS FARGO BANK, N.A., as the Joint Collateral Agent (the "Joint Collateral Agent") for the Trustee, the Holders and the Parity Lien Holders. Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement dated as of December 21, 2005 among the Grantors, certain of their affiliates and the Joint Collateral Agent (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, the Grantors are granting a security interest to the Trustee, the Holders and the Parity Lien Holders 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, the Grantors and the Joint Collateral Agent hereby agree as follows:

1. Grant of Security Interest.

Section 1.1 Each Grantor hereby grants to the Joint Collateral 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.

Section 1.2 The security interest granted hereby is granted in conjunction with the security interest granted to the Joint Collateral Agent under the Security Agreement. The rights and remedies of the Trustee, the Holders and the Parity Lien Holders 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 Joint Collateral 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 either Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which either 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 Joint Collateral Agent and Grantor and their respective successors and assigns. Neither Grantor shall, without the prior written consent of the Joint Collateral Agent given in accordance with the Indenture, assign any right, duty or obligation hereunder.

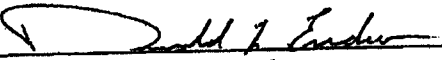
5. Counterparts.

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.


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

VERASUN ENERGY CORPORATION

By: 
Name: Donald L. Endres
Title: Chief Executive Officer

VERASUN AURORA CORPORATION

By: 
Name: Donald L. Endres
Title: Chief Executive Officer

WELLS FARGO BANK, N.A., as the Joint Collateral Agent

By: _____
Name: _____
Title: _____

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

VERASUN ENERGY CORPORATION

By: _____
Name: _____
Title: _____

VERASUN AURORA CORPORATION

By: _____
Name: _____
Title: _____

WELLS FARGO BANK, N.A., as the Joint Collateral Agent

By: _____
Name: TIMOTHY R. M...
Title: Vice President

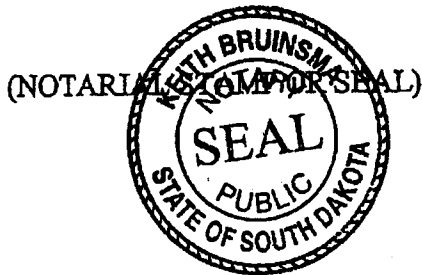
TRADEMARK SECURITY AGREEMENTI. REGISTERED TRADEMARKS - N/AII. TRADEMARK APPLICATIONS

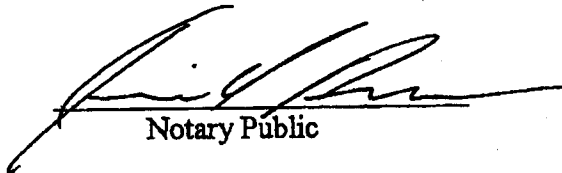
Trademark	Country	Serial No.	Appln. Date	Record Owner/Liens	Status
VERASUN	USA	78/533,552	12/16/04	VeraSun Energy Corporation	Pending
VERASUN	USA	78/533,540	12/16/04	VeraSun Energy Corporation	Pending
Sun Design	USA	78/533,554	12/16/04	VeraSun Energy Corporation	Pending
Sun Design	USA	78/533,546	12/16/04	VeraSun Energy Corporation	Pending
AMERICA'S SOURCE FOR RENEWABLE ENERGY	USA	78/533,561	12/16/04	VeraSun Energy Corporation	Pending
VE85	USA	78/617,204	04/26/05	VeraSun Aurora Corporation	Pending
V E85& Design	USA	78/617201	04/26/05	VeraSun Aurora Corporation	Pending
RENEWABLE REVOLUTION	USA	78/743,992	10/31/05	VeraSun Aurora Corporation	Pending

STATE OF South Dakota
COUNTY OF Brookings SS:

On December 19, 2005, before me, the undersigned, a notary public in and for said state and county, personally appeared Donald L. Endres, 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 Executive Officer on behalf of VeraSun Energy Corporation, a South Dakota corporation, and VeraSun Aurora Corporation, a South Dakota corporation, and acknowledged to me that the corporations executed the within instrument pursuant to their respective bylaws or a resolution of their respective board of directors.

WITNESS MY HAND AND/OR OFFICIAL SEAL.




Notary Public

My Commission Expires:

My Commission Expires
September 24, 2008

NY3:#7376023v1