# 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 HOLDINGS, INC.		12/22/2010	CORPORATION: DELAWARE
AVENTINE RENEWABLE ENERGY, INC.		12/22/2010	CORPORATION: DELAWARE
AVENTINE RENEWABLE ENERGY - AURORA WEST, LLC		12/22/2010	LIMITED LIABILITY COMPANY: DELAWARE
AVENTINE RENEWABLE ENERGY - MT VERNON, LLC		12/22/2010	LIMITED LIABILITY COMPANY: DELAWARE
AVENTINE POWER, LLC		12/22/2010	LIMITED LIABILITY COMPANY: DELAWARE
NEBRAASKA ENERGY, L.L.C.		12/22/2010	LIMITED LIABILITY COMPANY: KANSAS
AVENTINE RENEWABLE ENERGY - CANTON, LLC		12/22/2010	LIMITED LIABILITY COMPANY: DELAWARE

# **RECEIVING PARTY DATA**

Name:	CITIBANK, N.A.
Street Address:	1615 BRETT ROAD, BUILDING NO. 3
City:	NEW CASTLE
State/Country:	DELAWARE
Postal Code:	19720
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

### PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark	
Registration Number:	3857196	AVENTINE RENEWABLE ENERGY	
Registration Number:	2954378	AVENTINE RENEWABLE ENERGY, INC.	
Registration Number:	2928195	AVENTINE	
Registration Number:	2937415	AVENTINE	
		PROVIDING CLEAN, RENEWABLE ENERGY FOR THE TRADEMARK	

REEL: 004439 FRAME: 0438

WORLD Registration Number: 3428803 CORRESPONDENCE DATA Fax Number: (646)848-4455 Correspondence will be sent via US Mail when the fax attempt is unsuccessful. Phone: 212-848-4455 Email: jlik@shearman.com Correspondent Name: Jordan Altman Address Line 1: 599 Lexington Avenue Address Line 2: Shearman & Sterling LLP New York, NEW YORK 10022 Address Line 4: ATTORNEY DOCKET NUMBER: 35609/6565 NAME OF SUBMITTER: JORDAN ALTMAN Signature: /JORDAN ALTMAN/ Date: 12/22/2010 Total Attachments: 6 source=0 - Aventine - Executed Trademark Security Agreement#page1.tif source=0 - Aventine - Executed Trademark Security Agreement#page2.tif source=0 - Aventine - Executed Trademark Security Agreement#page3.tif source=0 - Aventine - Executed Trademark Security Agreement#page4.tif source=0 - Aventine - Executed Trademark Security Agreement#page5.tif source=0 - Aventine - Executed Trademark Security Agreement#page6.tif

### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "<u>Agreement</u>"), dated as of December 22, 2010 is entered into by AVENTINE RENEWABLE ENERGY HOLDINGS, INC., a Delaware corporation (the "<u>Borrower</u>") and certain of its affiliates (collectively, the "<u>Grantors</u>") and Citibank, N.A., as the Collateral Agent (the "<u>Collateral Agent</u>") for itself and the Trustee and the Holders. Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement dated as of December 22, 2010 among the Grantors and the Collateral Agent (the "<u>Security Agreement</u>").

WHEREAS, pursuant to the Security Agreement, Grantors are granting a security interest to the Collateral Agent 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 Collateral Agent hereby agree as follows:

### 1. Grant of Security Interest.

Section 1.1 Each Grantor hereby grants to the 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 and the Intercreditor Agreement.

Section 1.2 The security interest granted hereby is granted in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights and remedies of the Collateral Agent and the Secured Parties 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.

Section 1.3 The grant of a security interest under this Agreement secures the payment of all Term Loan Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

### 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 and the Intercreditor Agreement pursuant to which the Collateral Agent may modify this Agreement,

NYDOCS03/918640.2 1

after obtaining the applicable Grantor's approval of or signature to such modification, by amending <u>Schedule A</u> to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by such Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which such 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 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 Collateral Agent and each Grantor and their respective successors and assigns. No Grantor shall, without the prior written consent of the Collateral Agent given in accordance with the Term Loan 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.

[Please insert Intercreditor Legend]

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

GRANTORS:

AVENTINE RENEWABLE ENERGY HOLDINGS, INC.

By:

Name: John Castle

Title: Chief Financial Officer

AVENTINE RENEWABLE ENERGY.

INC.

Bo

Name: John Castle

Title: Vice President of Finance

AVENTINE RENEWABLE ENERGY -AURORA WEST, LLC

Kame John Căsile

Title: Vice President and Secretary

AVENTINE RENEWABLE ENERGY – SIT VERNON, LLC

Numë: John Cashe

Title: Vice President and Socretary

AVENTINE POWER, LLC

By:

Nonc: John Castle

Title: Vice President and Societary

VSOOCS03918640 — Avenue Rosewalds Energy Holding's Inc. - Signature Engelis Traditional Section Agasimsia

NEBRASKA ENERGY, L.L.C.

Bv:

Mane: John Cásile

Title: Vice President of Finance

AVENTINE RENEWABLE ENERGY -

CANTON, LLC

By:

Name: John Calle

Title: Vice President and Secretary

COLLATERAL AGENT:

CITIBANK, N.A., as Collatoral Agent

Mine Timothy Dilwowk Title: Vice President

# TRADEMARKS SECURITY AGREEMENT

# I. <u>REGISTERED TRADEMARKS</u>

Trademark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner/Liens
Trademark application for "Aventine Renewable Energy and design"	U.S.A.	3,857,196	10/05/2010	Aventine Renewable Energy Holdings, Inc.
Trademark for "Aventine Renewable Energy, Inc. and design"	U.S.A.	2,954,378	05/24/2005	Aventine Renewable Energy, Inc.
Trademark for "Aventine"	U.S.A.	2,928, 195	02/22/2005	Aventine Renewable Energy, Inc.
Trademark for "Aventine and design"	U.S.A.	2,937,415	04/05/2005	Aventine Renewable Energy, Inc.
Trademark for "Providing clean, renewable energy for the world"	U.S.A.	3,428,803	05/13/2008	Aventine Renewable Energy, Inc.

# II. TRADEMARK APPLICATIONS

None.

TRADEMARK REEL: 004439 FRAME: 0445

**RECORDED: 12/22/2010**