## TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplement to Trademark & Patent Security Agreement

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Aventine Renewable Energy Holdings, Inc.		02/14/2011	CORPORATION: DELAWARE
Aventine Renewable Energy-Aurora West, LLC		02/14/2011	LIMITED LIABILITY COMPANY: DELAWARE
Aventine Renewable Energy, Inc.		02/14/2011	CORPORATION: DELAWARE
Aventine Renewable Energy-Mt. Vernon, LLC		02/14/2011	LIMITED LIABILITY COMPANY: DELAWARE
Aventine Power, LLC		02/14/2011	LIMITED LIABILITY COMPANY: DELAWARE
Nebraska Energy, L.L.C.		02/14/2011	LIMITED LIABILITY COMPANY: KANSAS
Aventine Renewable Energy- Canton, LLC		02/14/2011	LIMITED LIABILITY COMPANY: DELAWARE

### **RECEIVING PARTY DATA**

Name:	PNC Bank, National A	
Street Address:	500 First Avenue	
Internal Address:	Commercial Loan Service Center/DCC	
City:	Pittsburgh	
State/Country:	PENNSYLVANIA	
Postal Code:	15219	
Entity Type:	National Association: PENNSYLVANIA	

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3857196	AVENTINE RENEWABLE ENERGY

### **CORRESPONDENCE DATA**

Fax Number: (202)408-3141

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 800-927-9801 x2348 Email: jpaterso@cscinfo.com Correspondent Name: Corporation Service Company Address Line 1: 1090 Vermont Avenue NW, Suite 430 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005 ATTORNEY DOCKET NUMBER: 676763 NAME OF SUBMITTER: Jean Paterson Signature: /jep/ Date: 02/16/2011 **Total Attachments: 7** source=2-16-11 Aventine Renewable Energy-TM#page1.tif source=2-16-11 Aventine Renewable Energy-TM#page2.tif source=2-16-11 Aventine Renewable Energy-TM#page3.tif source=2-16-11 Aventine Renewable Energy-TM#page4.tif source=2-16-11 Aventine Renewable Energy-TM#page5.tif source=2-16-11 Aventine Renewable Energy-TM#page6.tif source=2-16-11 Aventine Renewable Energy-TM#page7.tif

#### Supplement to Trademark and Patent Security Agreement

This Supplement to Trademark and Patent Security Agreement ("Supplement"), dated February 14, 2011, is entered into by Aventine Renewable Energy Holdings, Inc., a Delaware corporation, Aventine Renewable Energy – Aurora West, LLC, a Delaware limited liability company, Aventine Renewable Energy, Inc., a Delaware corporation, Aventine Renewable Energy – Mt Vernon, LLC, a Delaware limited liability company, Aventine Power, LLC, a Delaware limited liability company, Nebraska Energy, L.L.C., a Kansas limited liability company, and Aventine Renewable Energy – Canton, LLC, a Delaware limited liability company (each, a "Grantor," and together, the "Grantors"), in favor of PNC Bank, National Association, in its capacity as agent ("Agent") for the Lenders under the Credit Agreement (as defined below).

#### Background

- A. This Supplement is being delivered in connection with that certain Revolving Credit and Security Agreement dated March 15, 2010 among Agent, the financial institutions which are now or which may hereafter become a party thereto as Lenders and the Grantors as Borrowers (as amended, restated, supplemented or modified from time to time, the "Credit Agreement"), and that certain Trademark and Patent Security Agreement, dated as of the date of the Credit Agreement, by and between Grantors and Agent (as it may have been and hereafter be amended, supplemented, restated, replaced, or otherwise modified from time to time, the "Trademark Security Agreement"). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in, or by reference in, the Trademark Security Agreement.
- B. Pursuant to the Credit Agreement and the Trademark Security Agreement, Grantors granted to Agent for the benefit of Lenders as collateral security for the Obligations a lien on and security interest in all of the Trademarks of Grantors (as defined therein).
- C. Grantors have acquired certain additional trademarks, service marks, trade names, indicia of source, and corresponding applications and registrations in connection therewith, as set forth on Schedule 1-A attached hereto and made part hereof (collectively, "Additional Trademarks"). Grantors and Agent desire to execute this Supplement for the purpose of, inter alia, granting, ratifying and confirming the lien and security interest of Agent on and in the Additional Trademarks, as more fully set forth in the Trademark Security Agreement, and for recording in the United States Patent and Trademark Office or other appropriate trademark office.

NOW, THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantors, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Credit Agreement and Other Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Grantors grant to Agent, for the benefit of Lenders, and hereby reaffirm their prior grant pursuant to the Credit Agreement of a continuing security interest in and lien on the Trademarks, with power of sale to the extent permitted by law

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in all of its present and future right, title and interest in and to the Additional Trademarks, together with all the goodwill of Grantors associated with and represented by the Additional Trademarks, and the application and registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits, subject to the terms of the Credit Agreement and the Trademark Security Agreement.

- 2. Grantors acknowledge and confirm that the rights and remedies of Agent with respect to the security interest in the Additional Trademarks granted hereby are more fully set forth in the Credit Agreement and the Trademark Security Agreement, the terms and provisions of which are incorporated herein by reference. All references to the Trademark Security Agreement contained in the Credit Agreement or Other Documents shall be deemed, for all purposes, to also refer to and include this Supplement.
- 3. <u>Schedule 1</u> to the Trademark Agreement is hereby supplemented by the information contained on <u>Schedule 1-A</u> attached hereto. All references to <u>Schedule 1</u> contained in the Credit Agreement, Trademark Security Agreement or Other Documents shall be deemed, for all purposes, to also refer to and include <u>Schedule 1-A</u>.
- 4. Except as expressly amended by this Supplement, all of the terms, conditions and provisions of the Credit Agreement and the Trademark Security Agreement are hereby ratified and continue unchanged and remain in full force and effect.
- 5. This Supplement may be executed in any number of 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 agreement. Signature by facsimile shall also bind the parties hereto.

[signatures to appear on following page]

-2-

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

> AVENTINE RENEWABLE ENERGY HOLDINGS

By:

Name:

Chief Financial Officer Title:

AVENTINE RENEWABLE ENERGY -AURORA WEST, LLC

Name: John Castle
Title: Vice President and Secretary

AVENTINE RENEWABLE, ENERGY, INC.

Name: John Castle C

Title: Vice President of Finance

AVENTINE RENEWABLE ENERGY - MT

VERNON\_LLC

By:

Name: John Castle

Title: Nice President and Secretary

AVENTINE POWER, LLC

By:

Name: John Castle

Title: Vice President and Secretary

NEBRASKA ENERGY, L.L.C.

By:

Name: John Castle

Vice President of Finance

AVENTINE RENEWABLE ENERGY -

CANTON, LLC

By:

Name: John Castle

Title: Vice President and Secretary

Acknowledged and accepted:

PNC BANK, NATIONAL ASSOCIATION,

as Agent

Name:

EDRY WINICH

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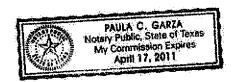
## CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
COMMONWEALTH OF Tekas : SS
COUNTY OF Dahlas :

On this He day of February, 2011, before me personally appeared John W. Castle, who being duly sworn, deposes and says that he/she is authorized to sign on behalf of Aventine Renewable Energy Holdings, Inc., a Delaware corporation, Aventine Renewable Energy – Aurora West, LLC, a Delaware limited liability company, Aventine Renewable Energy, Inc., a Delaware corporation, Aventine Renewable Energy – Mt Vernon, LLC, a Delaware limited liability company, Aventine Power, LLC, a Delaware limited liability company, Nebraska Energy, L.L.C., a Kansas limited liability company, and Aventine Renewable Energy – Canton, LLC, a Delaware limited liability company, that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company/ and s/he desires the same to be recorded as such.

Paula C. Hawy.
Notary Public

My Commission Expires: April 17, 2011



# SCHEDULE 1-A

Registration #	Expiration Date
3, 857,196	10/05/2020
Unregistered	N/A
Unregistered	N/A
	3, 857,196 Unregistered

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**RECORDED: 02/16/2011**