

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317212

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AVENTINE RENEWABLE ENERGY HOLDINGS INC.		09/17/2014	CORPORATION: DELAWARE
AVENTINE RENEWABLE ENERGY, INC.		09/17/2014	CORPORATION: DELAWARE
AVENTINE RENEWABLE ENERGY - AURORA WEST, LLC		09/17/2014	LIMITED LIABILITY COMPANY: DELAWARE
NEBRASKA ENERGY, L.L.C.		09/17/2014	LIMITED LIABILITY COMPANY: KANSAS

RECEIVING PARTY DATA

Name:	ALOSTAR BANK OF COMMERCE, as Administrative Agent
Street Address:	3630 Peachtree Road, N.E.
Internal Address:	Suite 1050
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326
Entity Type:	CORPORATION: ALABAMA

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
Registration Number:	3428803	PROVIDING CLEAN, RENEWABLE ENERGY FOR TH

CORRESPONDENCE DATA

Fax Number: 4045725100

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 404-572-3431

Email: cfraser@kslaw.com

Correspondent Name: Carol Fraser, Paralegal

Address Line 1: 1180 Peachtree Street

TRADEMARK

Address Line 2: King & Spalding
Address Line 4: Atlanta, GEORGIA 30309-3521

ATTORNEY DOCKET NUMBER: AVENTINE - 20727.015021

NAME OF SUBMITTER: Carol Fraser

SIGNATURE: //Carol Fraser//

DATE SIGNED: 09/17/2014

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 17th day of September, 2014, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **ALOSTAR BANK OF COMMERCE**, in its capacity as administrative agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **AVENTINE RENEWABLE ENERGY HOLDINGS, INC.**, a Delaware corporation ("Parent"), **AVENTINE RENEWABLE ENERGY, INC.**, a Delaware corporation ("AREI"), **AVENTINE RENEWABLE ENERGY – AURORA WEST, LLC**, a Delaware limited liability company ("ARE-AW"), and **NEBRASKA ENERGY, L.L.C.**, a Kansas limited liability company ("Nebraska"; together with Parent, AREI and ARE-AW, are referred to herein each individually as a "Borrower", and individually and collectively, jointly and severally, as "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), **MIDCAP FINANCIAL, LLC**, as collateral agent and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its trademarks and trademark licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademarks exclusively licensed under any license, including right to receive any damages, (ii) injury to the goodwill associated with any trademark, or (iii) right to receive license fees, royalties, and other compensation under any trademark license.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and

"including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder," and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein or in the Credit Agreement). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean Full Payment. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

8. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 12 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

9. Intercreditor Legend. Notwithstanding anything herein to the contrary, the lien and security interest granted to Agent, for the ratable benefit of the Lender Group, pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Agent and the other members of the Lender Group hereunder with respect to the Term Loan Primary Collateral (as such term is defined in the Intercreditor Agreement), are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Trademark Security Agreement with respect to the Term Loan Primary Collateral, the provisions of the Intercreditor Agreement shall control.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

AVENTINE RENEWABLE ENERGY, INC.

By: Mark A. Beer
Name: Mark A. Beer
Title: President / CEO

AVENTINE RENEWABLE ENERGY HOLDINGS, INC.

By: Mark A. Beer
Name: Mark A. Beer
Title: President / CEO

AVENTINE RENEWABLE ENERGY-AURORA WEST, LLC

By: Mark A. Beer
Name: Mark A. Beer
Title: President / CEO

NEBRASKA ENERGY, L.L.C.

By: Mark A. Beer
Name: Mark A. Beer
Title: President / CEO

AGENT:

ALOSTAR BANK OF COMMERCE

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

AVENTINE RENEWABLE ENERGY, INC.

By: _____
Name:
Title:

AVENTINE RENEWABLE ENERGY HOLDINGS, INC.

By: _____
Name:
Title:

AVENTINE RENEWABLE ENERGY-AURORA WEST, LLC

By: _____
Name:
Title:

NEBRASKA ENERGY, L.L.C.

By: _____
Name:
Title:

AGENT:

ALOSTAR BANK OF COMMERCE

By: E S
Name: Eddie Carpenter
Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	Registration Date
Parent	USA	"Aventine Renewable Energy and design"	3,857,196	10/5/2010
AREI	USA	"Aventine Renewable Energy, Inc. and design"	2,954,378	5/24/2005
AREI	USA	"Aventine"	2,928,195	2/22/2005
AREI	USA	"Aventine and design"	2,937,415	4/5/2005
AREI	USA	"Providing clean, renewable energy for the world"	3,428,803	5/13/2008

Trade Names

None.

Common Law Trademarks

Grantor	Mark
Parent	Riverland Biofuels
Parent	Riverland Biofuels logo

Trademarks Not Currently In Use

None.

Trademark Licenses

None.