

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/14/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VeraSun, LLC		12/14/2005	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	VeraSun Energy Corporation
Street Address:	100 22nd Avenue
City:	Brookings
State/Country:	SOUTH DAKOTA
Postal Code:	57006
Entity Type:	CORPORATION: SOUTH DAKOTA

PROPERTY NUMBERS Total: 5

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

CORRESPONDENCE DATA

Fax Number: (503)220-2480
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 503 294 9656
 Email: tm-pdx@stoel.com
 Correspondent Name: Gary Glisson - STOEL RIVES LLP
 Address Line 1: 900 SW Fifth Ave., Ste. 2600
 Address Line 4: Portland, OREGON 97204

OP \$140.00 78533552

NAME OF SUBMITTER:	Pamela E. Lawson, Paralegal
Signature:	/Pamela E. Lawson/
Date:	01/06/2006
Total Attachments: 3 source=VeraSun Assignment#page1.tif source=VeraSun Assignment#page2.tif source=VeraSun Assignment#page3.tif	

TRADEMARK AND SERVICE MARK ASSIGNMENT

Effective December 14, 2005

VeraSun, LLC, a Delaware limited liability company ("Assignor"), is the owner of the trademarks, service marks and related applications in the United States Patent and Trademark Office on Schedule A hereto and unregistered common law marks, trade names and logos listed on Schedule B hereto (together, the "Marks"). VeraSun Energy Corporation, a South Dakota corporation ("Assignee"), hereby receives all right, title and interest in and to the Marks, as of December 14, 2005, by virtue of being the sole member and legal successor of Assignor upon Assignor's contemporaneous dissolution as an entity and the distribution of all assets, including the trademarks, service marks and related applications, to Assignee. Assignee hereby accepts the Marks as the legal successor to the entire business of Assignor, including all assets pertaining to the Marks, the Marks, and all business pertaining to the Marks.

For good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, its entire right, title and interest in and to the Marks and the related registrations together with the goodwill of the business symbolized by the Marks and applications as part of the entire business to which the Marks pertain as required by 15 USC Sec. 1060, with all rights of action, powers and benefit to the Marks, due or accrued, including the right to sue for and recover in the Assignee's own name and that of its successors and assigns and other legal representatives all remedies of every nature, including, without limitation, rights to injunctive relief, damages, profits, costs and attorney fees, arising out of past infringement of the Marks, or injury to the related goodwill.

Assignor further agrees to execute any and all documents and to do all other things reasonably requested by Assignee in order to make all necessary or desirable filings and recordations before relevant governmental authorities and to vest more fully in Assignee any and all ownership rights in the Marks hereby transferred. In the event Assignee is unable, after reasonable effort, to secure Assignor's signature for the purposes of making such filings and recordations and more fully vesting ownership in the Marks, for any reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized agents as Assignor's agent and attorney-in-fact, to act for and in its behalf to execute and file any and all such documents and to do all other lawfully permitted acts to accomplish the complete and exclusive transfer of the Marks.

THIS ASSIGNMENT HAS BEEN EXECUTED TO BE EFFECTIVE AS OF THE DATE REFERENCED ABOVE.

VeraSun, LLC (Assignor)

By: 

Name: Donald L. Endres

Title: Ceo

Acceptance of Assignment

VeraSun Energy Corporation, the Assignee of the foregoing assignment, does hereby accept the assignment of the Marks referenced therein, as of December 14, 2005.

VeraSun Energy Corporation

By: 

Name: Bruce A. Jamerson

Title: President & CFO

**Schedule A to Assignment of Trademarks and Service Marks
(Pending Applications)**

<u>Mark</u>	<u>U.S. Application Serial No.</u>	<u>Application Date</u>
1. VERASUN	78/533,552	Dec. 16, 2004
2. VERASUN	78/533,540	Dec. 16, 2004
3. Sun Design	78/533,554	Dec. 16, 2004
4. Sun Design	78/533,546	Dec. 16, 2004
5. AMERICA'S SOURCE FOR RENEWABLE ENERGY	78/533,561	Dec. 16, 2004

**Schedule B to Assignment of Trademarks and Service Marks
(Common Law Marks, Trade Names, Logos)**

All variations of the foregoing marks on Schedule A and all designs used with them in the United States