

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pharmco Products, Inc.		12/28/2006	CORPORATION: CONNECTICUT

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as agent
Street Address:	Royal Bank Plaza, 200 Bay Street, South Tower, 12th Floor
City:	Toronto, ON
State/Country:	CANADA
Postal Code:	M5J 2W7
Entity Type:	Canadian Chartered Bank: CANADA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1849745	PHARMCO
Registration Number:	0303807	PHARMCO
Registration Number:	0500374	PHARMCO

CORRESPONDENCE DATA

Fax Number: (860)275-0343

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

Phone: 860-275-0589

Email: nytrademark@daypitney.com

Correspondent Name: Barb Villandry, Day Pitney LLP

Address Line 1: CityPlace 1

Address Line 4: Hartford, CONNECTICUT 06103

ATTORNEY DOCKET NUMBER:

071538-00090

DOMESTIC REPRESENTATIVE

Name:

900066261

TRADEMARK
REEL: 003456 FRAME: 0667

CH \$90.00 1849745

Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Barb Villandry

Signature:

/Barb Villandry/

Date:

01/08/2007

Total Attachments: 5

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TRADEMARK AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 18, 2006 is between PHARMCO PRODUCTS, INC., a Connecticut corporation (herein called the "Company"), and ROYAL BANK OF CANADA, as administrative agent for the Lenders (including its successors and assigns, the "Agent").

W I T N E S S E T H :

WHEREAS, GreenField Ethanol Inc., the Company and other Restricted Parties (as defined in the Credit Agreement, referred to below), the Agent and the Lenders (as defined in the Credit Agreement, referred to below) have entered into a Credit Agreement made as of December __, 2006 (as the same may be amended, modified, supplemented, restated or replaced from time to time, the "Credit Agreement");

WHEREAS, the Company is an indirect subsidiary of GreenField Ethanol Inc.;

WHEREAS, the Company has issued a Guaranty (as amended, modified, supplemented, restated or replaced from time to time, the "Credit Guaranty") dated as of the date hereof in favor of the Agent with respect to the obligations of GreenField Ethanol Inc. to the Agent and the Lenders;

WHEREAS, to induce the Lenders to make advances to or other financial arrangements with the Restricted Parties, and to secure its present and future liabilities to the Lenders, the Company has granted a security interest in its assets, property and undertaking in favor of the Agent for the benefit of the Lenders pursuant to a security agreement dated as of the date hereof between the Company and the Agent (as amended, modified, supplemented, restated or replaced from time to time, the "Security Agreement");

AND WHEREAS, to further secure its present and future liabilities, the Company wishes to grant a specific security in respect of the Trademark Collateral (as hereinafter defined).

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the parties hereto agree as follows:

SECTION I. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION II. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the due and punctual performance and

payment of all Liabilities, the Company does hereby mortgage, pledge and hypothecate to the Agent for the benefit of the Lenders, and grant to the Agent for the benefit of the Lenders a security interest in, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

A. all trademarks, trade names, corporate names, company names, trade styles, service marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, and any corresponding offices in other countries in the world (all of the foregoing items in this clause A being collectively called a "Trademark"), including, without limitation, those referred to in Attachment 1 hereto;

B. all Trademark licenses, including those, if any, referred to in Attachment 1 hereto;

C. all renewals, reissues, continuations, extensions or the like of any patents, copyrights, trademarks, service marks and like protection, including, without limitation, those obtained or permissible under past, present and future laws and statutes of any of the items described in clauses A and B;

D. the entire goodwill of the businesses of the Company connected with and symbolized by the trademarks, service marks, trade names and the other general intangibles of the Company and symbolized by the items described in clauses A and B;

E. all rights of action on account of past, present and future unauthorized use of any of said inventions, copyrights, trademarks or service marks and for infringement of said patents, copyrights, trademarks or service marks and like protection, including any Trademark, Trademark registration or Trademark license referred to in Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license; and

F. the right to file and prosecute applications for patents, copyrights, and for registration of trademarks and service marks on any of said inventions, copyrights, trademarks, service marks or for similar intellectual property in the United States or any other country or place anywhere in the world.

SECTION III. Security Agreement. This Agreement has been executed and delivered by the Company for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in

limitation of, the security interest granted to the Agent for the benefit of the Lenders under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION IV. Release of Security Interest. Upon payment in full of all Liabilities, the Agent shall, at the Company's expense, execute and deliver to the Company all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION V. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION VI. Credit Document, Security Document, etc. This Agreement is a Credit Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION VII. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION VIII. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

SECTION IX. Choice of Law. This Agreement shall be construed in accordance with and governed by the internal laws of the State of Connecticut, subject, however, to the applicability of United States Federal law.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PHARMCO PRODUCTS, INC.

By: 

Name: Malcolm West

Title: Director

ROYAL BANK OF CANADA,

as Agent

By: 

Name:

Title: David Wheatley
Manager, Agency

ATTACHMENT 1

Registered U.S. Trademarks

Mark	Date of Registration and Renewal	Registration No.	Class
PHARMCO	8/16/1994 9/20/2004	1,849,745	1
PHARMCO and design	6/6/1933 6/16/2003	303,807	1
PHARMCO stylized	5/18/1948 12/3/1998	500,374	1