

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Ethanol, Inc.		02/28/2007	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Sutton Ethanol, LLC		
Street Address:	203 North La Salle Street		
Internal Address:	Suite 2100		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	LIMITED LIABILITY COMPANY: NEBRASKA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78826219	SUTTON ETHANOL	
CORRESPONDENCE DATA			
Fax Number:	(415)362-2928		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	cyc@fdml.com		
Correspondent Name:	Sheldon R. Meyer		
Address Line 1:	650 California Street		
Address Line 2:	14th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94108		
ATTORNEY DOCKET NUMBER:	AMETH-1003US0-SRM/CYC		
NAME OF SUBMITTER:	Sheldon R. Meyer		
Signature:	/sheldon r. meyer/		
Date:	03/12/2007		

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Total Attachments: 1
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ASSIGNMENT OF TRADEMARK AND GOODWILL

WHEREAS, American Ethanol, Inc., a Nevada corporation, having its principal place of business at 10600 N. De Anza Boulevard, Suite 250, Cupertino, CA 95014 ("Assignor"), is the owner of all right, title and interest in and to the pending trademark application SUTTON ETHANOL, U.S. Serial No. 78/826,219, filed March 1, 2006 (the "Trademark"), and the goodwill associated therewith for use with the goods stated therein for the territories of the United States and that portion of the ongoing and existing business to which the Trademark pertains; and

WHEREAS, Sutton Ethanol, LLC, a Nebraska limited liability company ("Assignee"), is desirous of acquiring all right, title and interest in and to the Trademark for the goods specified therein, and the above specified territories, along with the goodwill of the business associated with said Trademark and that portion of the ongoing and existing business to which the Trademark pertains;

NOW, THEREFORE, for goods and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby contributes, transfers, conveys and assigns unto Assignee, its entire right, title and interest in and to the Trademark, and the goodwill of the business in connection with the Trademark for the goods specified therein, and the above identified territories, and that portion of the ongoing and existing business to which the Trademark pertains, all effective as of the date below.

Assignor agrees, on behalf of itself and any successor, assign, or legal representative, that it will execute and deliver to Assignee, with reasonable compensation, any and all additional documents and perform any further acts reasonably necessary to vest in Assignee the Trademark and the goodwill associated therewith, including, without limitation, executing all documents required to enable Assignee to duly record this Assignment with the United States Patent and Trademark Office and with the equivalent governmental authority of any applicable state.

Assignor hereby authorizes and requests that the Commissioner of Patents and Trademarks of the United States, and the equivalent governmental authority in any jurisdiction applicable to the Trademark, issue to, and record in the name of, Assignee all right, title, and interest in and to the Trademark.

ASSIGNOR:

AMERICAN ETHANOL, INC.

By: Name: Eric A. McAfeeIts: ChairmanDate: 2/28/07**ASSIGNEE:**

SUTTON ETHANOL, LLC

By: Name: ERIC A. McAfeeIts: ManagerDate: 2/28/07

Attorney Docket No.: AMETH-1003US0-SRM/CYC
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