

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Verasun Energy Corporation		11/28/2008	CORPORATION: SOUTH DAKOTA
Verasun Aurora Corporation		11/28/2008	CORPORATION: SOUTH DAKOTA

**RECEIVING PARTY DATA**

Name:	Wilmington Trust Company
Street Address:	Rodney Sq. North, 1100 N. Market St.
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	Banking Corporation: DELAWARE

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	3062880	VERASUN
Registration Number:	3403723	VERASUN
Registration Number:	3062881	
Registration Number:	3403722	
Registration Number:	3399515	VE85
Registration Number:	3399514	V E85
Registration Number:	3421066	AMERICA'S SOURCE FOR RENEWABLE FUELS
Serial Number:	78533552	VERASUN
Serial Number:	78533554	
Serial Number:	78850408	AMERICA'S SOURCE FOR RENEWABLE FUELS

**CORRESPONDENCE DATA**

CH \$265.00 3062880

Fax Number: (212)504-6666  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-504-6526  
Email: anna.erenburg@cwt.com  
Correspondent Name: Anna Erenburg  
Address Line 1: One World Financial Center  
Address Line 4: New York, NEW YORK 10281

NAME OF SUBMITTER:	Anna Erenburg
Signature:	/Anna Erenburg/
Date:	11/28/2008

**Total Attachments: 5**  
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## SHORT FORM TRADEMARK SECURITY AGREEMENT

THIS SHORT FORM TRADEMARK SECURITY AGREEMENT, dated as of November 28, 2008, is made by VERASUN ENERGY CORPORATION, a South Dakota corporation (the "Borrower"), and VERASUN AURORA CORPORATION ("VAC"), a South Dakota corporation (together with the Borrower, the "Grantors"), each a debtor-in-possession in the cases pending with respect to the Borrower and its subsidiaries under chapter 11 of title 11 of the United States Code (as amended, the "Bankruptcy Code"), in favor of WILMINGTON TRUST COMPANY, a Delaware banking corporation, as Administrative Agent for the Secured Parties (the "Grantee").

WHEREAS, the Borrower and VAC together with other grantors entered into that certain Security Agreement dated November 28, 2008 (as amended, supplemented, or otherwise modified from time to time, the "Security Agreement") in favor of the Grantee as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties.

WHEREAS, pursuant to that certain Security Agreement, the Grantors have granted to the Grantee for its benefit and for the ratable benefit of the Secured Parties a security interest in and a lien on, *inter alia*, all of the Grantor's right, title and interest in and to all Trademarks and Trademark Licenses constituting Collateral (the "Trademark Collateral"); and

WHEREAS, the Grantor and Grantee desire to record the Grantor's grant of the security interest in the Trademark Collateral to the Grantee with the United States Patent and Trademark Office and with similar offices in foreign jurisdictions, as applicable. However, Grantor shall have no obligation to perfect the security interest granted hereunder in a jurisdiction outside the United States.

NOW, THEREFORE, in consideration of the foregoing and other good, fair and valuable consideration the receipt and sufficiency of which are hereby acknowledged by each Grantor, each Grantor hereby agrees with the Grantee as follows:

Section 1. Defined Terms. Capitalized terms used but not defined herein are defined in the Security Agreement.

Section 2. Grant of Security Interest. In order to supplement the Orders without in any way diminishing or limiting the effect of the Orders or the security interest, pledge and lien granted thereunder, and as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor hereby grants to the Grantee for its benefit and for the ratable benefit of the other Secured Parties a security interest with a priority set forth in Section 4(b) of the Security Agreement in and a lien on all of such Grantors' right, title and interest to the Trademark Collateral, in each case whether now owned or existing or hereafter acquired by such Grantor or in which such Grantor now or at any time in the future may acquire any right, title or interest, including but not limited to the Trademarks listed on Schedule A attached hereto.

Notwithstanding anything herein to the contrary, in no event shall the security interest granted under this Section 2 attach to any Trademark Collateral that is an Excluded Asset, including to the extent that the grant of such security interest would terminate or invalidate such Trademark Collateral, but only to the extent that any such prohibition, limitation or restriction would be effective under applicable law or any order of the Bankruptcy Court.

Section 3. Authorization to Supplement. Each Grantor hereby authorizes the Grantee to unilaterally modify this Short Form Trademark Security Agreement by amending Schedule A to include any future Trademark Collateral of such Grantor. Notwithstanding the foregoing, no failure to so modify this Short Form Trademark Security Agreement or amend Schedule A shall in any way affect, invalidate or detract from the Grantee's or the other Secured Parties' continuing security interest in all Trademark Collateral, whether or not listed on Schedule A.

Section 4. Pledge and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee and other Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Short Form Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. This Short Form Trademark Security Agreement shall terminate, and the security interest granted herein shall be released, immediately upon the Termination of, and release of the security interest granted under, the Security Agreement.

Section 5. Counterparts. This Short Form Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute but one and the same instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

Section 6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAWS).

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

VERASUN ENERGY CORPORATION,  
as Grantor

By: 

Name: Donald L. Endres

Title: Chief Executive Officer

VERASUN AURORA CORPORATION,  
as Grantor

By: 

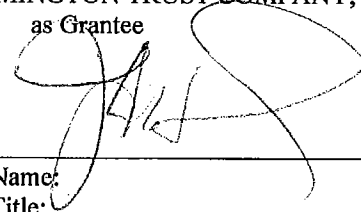
Name: Bryan D. Meier

Title: Vice President, Finance, and  
Chief Accounting Officer

[Signature Page to Short Form Trademark Security Agreement]

TRADEMARK  
REEL: 003895 FRAME: 0235

WILMINGTON TRUST COMPANY,  
as Grantee



By: \_\_\_\_\_  
Name:  
Title:




James A. Hanley  
Vice President

[Signature Page to Short Form Patent Security Agreement]


Schedule A  
to Short Form Trademark Security Agreement

TRADEMARKS

TRADEMARKS

Registration No.	Country	Registration Date	Mark
3062880	U.S.	28-FEB-2006	VERASUN
3403723	U.S.	25-MAR-2008	VERASUN
3062881	U.S.	28-FEB-2006	
3403722	U.S.	25-MAR-2008	
3399515	U.S.	18-MAR-2008	VE85
3399514	U.S.	18-MAR-2008	
3421066	U.S.	29-APR-2008	AMERICA'S SOURCE FOR RENEWABLE FUELS

TRADEMARK APPLICATIONS

Serial Number	Filing Date	Mark
78533552	16-DEC-2004	VERASUN
78533554	16-DEC-2004	
78850408	30-MAR-2006	AMERICA'S SOURCE FOR RENEWABLE FUELS