

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Aventine Renewable Energy Holdings, Inc.		03/15/2010	CORPORATION: DELAWARE
Aventine Renewable Energy - Aurora West, LLC		03/15/2010	LIMITED LIABILITY COMPANY: DELAWARE
Aventine Renewable Energy, Inc.		03/15/2010	CORPORATION: DELAWARE
Aventine Renewable Energy - Mt. Vernon, LLC		03/15/2010	LIMITED LIABILITY COMPANY: DELAWARE
Aventine Power, LLC		03/15/2010	LIMITED LIABILITY COMPANY: DELAWARE
Nebraska Energy, L.L.C.		03/15/2010	LIMITED LIABILITY COMPANY: KANSAS

**RECEIVING PARTY DATA**

<b>Name:</b>	PNC Bank, National Association, as Agent
<b>Street Address:</b>	500 First Avenue
<b>Internal Address:</b>	Commercial Loan Service Center/DCC
<b>City:</b>	Pittsburgh
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15219
<b>Entity Type:</b>	National Association: PENNSYLVANIA

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	2954378	AVENTINE RENEWABLE ENERGY, INC.
Registration Number:	2928195	AVENTINE
Registration Number:	2937415	AVENTINE
Registration Number:	3428803	PROVIDING CLEAN, RENEWABLE ENERGY FOR THE WORLD

**CORRESPONDENCE DATA**

**900162077**

**TRADEMARK  
 REEL: 004205 FRAME: 0216**

**CH \$115.00 2954378**

Fax Number: (202)408-3141  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 800-927-9801 x2348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	380009
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	05/13/2010

Total Attachments: 12  
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EXECUTION VERSION

TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 15th day of March, 2010 by AVENTINE RENEWABLE ENERGY HOLDINGS, INC., a Delaware corporation, AVENTINE RENEWABLE ENERGY – AURORA WEST, LLC, a Delaware limited liability company, AVENTINE RENEWABLE ENERGY, INC., a Delaware corporation, AVENTINE RENEWABLE ENERGY – MT VERNON, LLC, a Delaware limited liability company, AVENTINE POWER, LLC, a Delaware limited liability company, NEBRASKA ENERGY, L.L.C., a Kansas limited liability company, (each, a "Grantor," and together, the "Grantors"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent ("Agent") for the Lenders.

WITNESSETH

WHEREAS, Grantors have entered into that certain Revolving Credit and Security Agreement as borrowers (Grantors, together with each Person joined as borrower to the Loan Agreement from time to time, the "Borrowers"), Agent and the financial institutions party thereto from time to time as lenders (the "Lenders") dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, each Grantor has granted to Agent, for the benefit of Lenders, a security interest in certain of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by such Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement;

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations under the Loan Agreement, each Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the

"Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, no Patent or Trademark shall constitute Excluded Collateral.

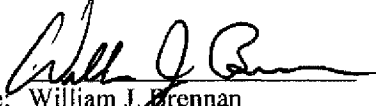
3. Covenants. Each Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents without prior written consent of Agent.

4. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademarks, trademark applications, patents and patent applications owned or registered to such Grantor as of the date of this Agreement other than Excluded Collateral.


**[signatures to appear on following page]**

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

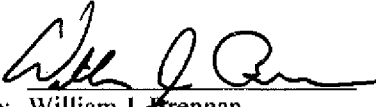
**AVENTINE RENEWABLE ENERGY HOLDINGS, INC.**

By:   
Name: William J. Brennan  
Title: Chief Accounting and Compliance Officer


**AVENTINE RENEWABLE ENERGY – AURORA WEST, LLC**

By:   
Name: William J. Brennan  
Title: Chief Accounting and Compliance Officer

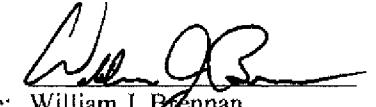
**AVENTINE RENEWABLE ENERGY, INC.**

By:   
Name: William J. Brennan  
Title: Chief Accounting and Compliance Officer

**AVENTINE RENEWABLE ENERGY – MT. VERNON, LLC**


By:   
Name: William J. Brennan  
Title: Chief Accounting and Compliance Officer

**AVENTINE POWER, LLC**

By:   
Name: William J. Brennan  
Title: Chief Accounting and Compliance Officer

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

NEBRASKA ENERGY, L.L.C.

By:   
Name: William J. Brennan  
Title: Vice President - Finance

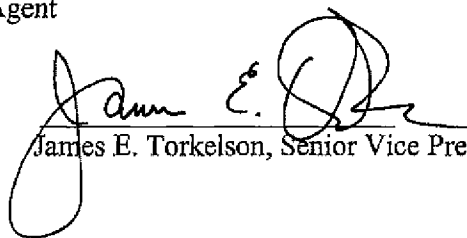
[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

TRADEMARK  
REEL: 004205 FRAME: 0221

Agreed and Accepted  
As of the Date First Written Above

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By:

  
James E. Torkelson, Senior Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 004205 FRAME: 0222**

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

<b><u>Mark</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration or Filing Date</u></b>	<b><u>Expiration Date</u></b>	<b><u>Owner</u></b>
Trademark for "Aventine Renewable Energy, Inc. and design"	2,954,378	05/24/2005	05/24/2015	Aventine Renewable Inc.
Trademark for "Aventine"	2,928,195	02/22/2005	02/22/2015	Aventine Renewable Inc.
Trademark for "Aventine and design"	2,937,415	04/05/2005	04/05/2015	Aventine Renewable Inc.
Trademark for "Providing clean, renewable energy for the world"	3,428,803	05/13/2008	05/13/2018	Aventine Renewable Inc.

**PATENT REGISTRATIONS**

<b><u>Application or Patent No.</u></b>	<b><u>Country</u></b>	<b><u>Issue or Filing Date</u></b>	<b><u>Expiration Date</u></b>	<b><u>Title</u></b>	<b><u>Owner</u></b>
7,566,383	USA		07/28/2019	U.S. Patent "Heat Recovery from a Biomass Heat Source"	Aventine Renewable Inc.



**COMPANY ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :  
STATE OF Illinois : SS  
COUNTY OF Tazewell :

On this \_\_\_ of March, 2010, before me personally appeared William J. Brennan, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of **AVENTINE RENEWABLE ENERGY HOLDINGS, INC.**, a Delaware corporation, **AVENTINE RENEWABLE ENERGY – AURORA WEST, LLC**, a Delaware limited liability company, **AVENTINE RENEWABLE ENERGY, INC.**, a Delaware corporation, **AVENTINE RENEWABLE ENERGY – MT. VERNON, LLC**, a Delaware limited liability company, **AVENTINE POWER, LLC**, a Delaware limited liability company, **NEBRASKA ENERGY, L.L.C.**, a Kansas limited liability company, that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Emily B. Smith  
Notary Public  
My Commission Expires: 3/17/2012



[ACKNOWLEDGEMENT TO TRADEMARK AND PATENT SECURITY  
AGREEMENT]

TRADEMARK  
REEL: 004205 FRAME: 0224

## POWER OF ATTORNEY

**AVENTINE RENEWABLE ENERGY HOLDINGS, INC.**, a Delaware corporation, **AVENTINE RENEWABLE ENERGY – AURORA WEST, LLC**, a Delaware limited liability company, **AVENTINE RENEWABLE ENERGY, INC.**, a Delaware corporation, **AVENTINE RENEWABLE ENERGY – MT VERNON, LLC**, a Delaware limited liability company, **AVENTINE POWER, LLC**, a Delaware limited liability company, **NEBRASKA ENERGY, L.L.C.**, a Kansas limited liability company, (each, a “Grantor,” and together, the “Grantors”), hereby authorize **PNC BANK, NATIONAL ASSOCIATION**, its successors and assigns, and any officer or agent thereof (collectively, “Agent”), as agent for the Lenders under that certain Revolving Credit and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the “Lenders”), and Grantors, dated as of March 15, 2010 (as it may hereafter be amended, modified, restated or replaced from time to time, the “Loan Agreement”), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantors, or any of them, with the power to endorse the name of Grantors, or any of them, on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantors and Agent dated as of March 15, 2010 (as it may hereafter be supplemented, restated, superseded, amended or replaced, the “Trademark and Patent Security Agreement”), including, without limitation, the power to record its interest in any Trademarks and Patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantors, or any of them, a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else including, without limitation, the power to execute on behalf of Grantors, or any of them, a Trademark or Patent, in each case subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.


This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Each Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Loan Agreement and the Other Documents.


This Power of Attorney shall be irrevocable for the life of the Trademark and Patent Security Agreement.

IN WITNESS WHEREOF, each Grantor has executed this Power of Attorney as of the date stated above.

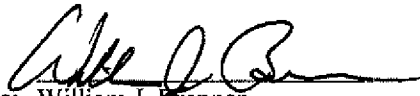
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By:   
Name: William J. Brennan  
Title: Chief Accounting and Compliance Officer

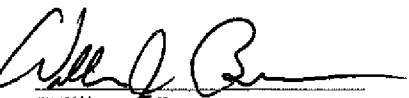
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By:   
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Title: Chief Accounting and Compliance Officer

**AVENTINE POWER, LLC**

By:   
Name: William J. Brennan  
Title: Chief Accounting and Compliance Officer

[SIGNATURE PAGE TO POWER OF ATTORNEY]

NEBRASKA ENERGY, L.L.C.

By:   
Name: William J. Brennan  
Title: Vice President - Finance

[SIGNATURE PAGE TO POWER OF ATTORNEY]

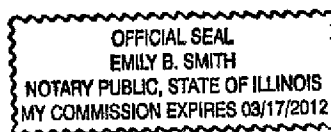
TRADEMARK  
REEL: 004205 FRAME: 0227

**COMPANY ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :  
STATE OF Illinois : SS  
COUNTY OF Tazewell :

On this 15<sup>th</sup> of March, 2010 before me personally appeared William J. Brennan, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of AVENTINE RENEWABLE ENERGY HOLDINGS, INC., a Delaware corporation, AVENTINE RENEWABLE ENERGY – AURORA WEST, LLC, a Delaware limited liability company, AVENTINE RENEWABLE ENERGY, INC., a Delaware corporation, AVENTINE RENEWABLE ENERGY – MT. VERNON, LLC, a Delaware limited liability company, AVENTINE POWER, LLC, a Delaware limited liability company, NEBRASKA ENERGY, L.L.C., a Kansas limited liability company, that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Emily B. Smith  
Notary Public  
My Commission Expires: 3/17/2012



[ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO TRADEMARK AND  
PATENT SECURITY AGREEMENT]