

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
POET Plant Management, LLC	FORMERLY Broin Management, LLC	12/31/2010	LIMITED LIABILITY COMPANY: SOUTH DAKOTA

RECEIVING PARTY DATA

Name:	BOKF, NA
Doing Business As:	DBA Bank of Oklahoma
Street Address:	One Williams Center
Internal Address:	Bank of Oklahoma Tower - Energy Dept.
City:	Tulsa
State/Country:	OKLAHOMA
Postal Code:	74172
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	78200454	BROIN
Serial Number:	78471073	

CORRESPONDENCE DATA

Fax Number: (918)599-6396
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 918-592-9871
Email: debra.pascoe@crowedunlevy.com
Correspondent Name: Debra L. Pascoe, ACP; Crowe & Dunlevy
Address Line 1: 321 South Boston Avenue
Address Line 2: Suite 500
Address Line 4: Tulsa, OKLAHOMA 74103

ATTORNEY DOCKET NUMBER: 07444-00405

OP \$65.00 78200454

TO: DEBRA L. PASCOE, ACP; CROWE & DUNLEVY COMPANY; 321 SOUTH BOSTON AVENUE

NAME OF SUBMITTER:	Debra L. Pascoe, ACP
Signature:	/Debra L. Pascoe, ACP/
Date:	01/10/2011
Total Attachments: 3 source=POET Plant Management#page1.tif source=POET Plant Management#page2.tif source=POET Plant Management#page3.tif	

**SECURITY AGREEMENT / NOTICE OF SECURITY INTEREST
(TRADEMARKS)
(POET Plant Management, LLC f/k/a Broin Management, LLC)**

WHEREAS, POET Plant Management, LLC, a South Dakota limited liability company, formerly known as Broin Management, LLC ("Grantor"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office, as more fully set forth on Schedule 1A (the "Trademarks"); and

WHEREAS, pursuant to the First Amended and Restated Credit Agreement dated as of December 31, 2010 (such agreement, as amended, restated, supplemented or otherwise modified from time to time, being hereinafter referred to as the "Credit Agreement") among POET, LLC, a South Dakota limited liability company, as borrower (the "Borrower"), and the financial institutions from time to time party thereto (each a "Lender" and collectively, the "Lenders") and Bank of Oklahoma, National Association, as Administrative Agent (in such capacity, together with any successor in such capacity, the "Administrative Agent") have agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor has entered into a certain First Amended and Restated Security Agreement dated as of December 31, 2010 (the "Security Agreement"), in favor of the Administrative Agent; and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Administrative Agent for the benefit of the Lenders a continuing security interest in all right, title and interest of Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, as collateral security for the full and complete payment and performance when due of the Obligations, hereby grants to the Administrative Agent for the benefit of the Lenders, a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of itself and the Lenders' observance of the Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

TO: DEBRA L. PASCOE, ACP; CROWE & DUNLEVY COMPANY; 321 SOUTH BOSTON AVENUE

IN WITNESS WHEREOF, POET Plant Management, LLC, has caused this Assignment to be duly executed by its officer thereunto duly authorized as of December 31, 2010.

POET PLANT MANAGEMENT, LLC, a South Dakota limited liability company, formerly known as Broin Management, LLC

By [Signature]
Jeff Broin, President

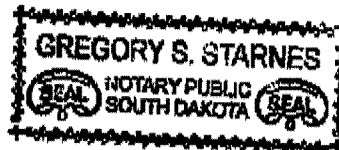
STATE OF SOUTH DAKOTA)
)ss.:
COUNTY OF MINNEHAHA)

On this 22 day of December, 2010, before me personally came Jeff Broin, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the President of POET Plant Management, LLC, a South Dakota limited liability company, formerly known as Broin Management, LLC, and that he executed the foregoing instrument in the firm name of POET Plant Management, LLC, formerly known as Broin Management, LLC, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

[Signature]
Notary Public

My commission # _____ expires:

My Commission Expires:
October 6, 2016



SCHEDULE 1A TO SECURITY AGREEMENT / NOTICE OF SECURITY INTEREST

BROIN	78200454	01/06/2003	2860054	07/06/2004	IC 35: Management of ethanol plants for others.	REGISTERED.
	78471073	08/20/2004	3011190	11/01/2005	IC 35: Management of ethanol plants for others.	REGISTERED.

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