

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															
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>VeraSun Aurora Corporation</td> <td></td> <td>04/01/2009</td> <td>CORPORATION: SOUTH DAKOTA</td> </tr> <tr> <td>Valero Renewable Fuels Company, LLC</td> <td></td> <td>04/01/2009</td> <td>LIMITED LIABILITY COMPANY: TEXAS</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	VeraSun Aurora Corporation		04/01/2009	CORPORATION: SOUTH DAKOTA	Valero Renewable Fuels Company, LLC		04/01/2009	LIMITED LIABILITY COMPANY: TEXAS		
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CORRESPONDENCE DATA															
<p>Fax Number: (210)370-4881 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 210-345-5881 Email: nancy.wesch@valero.com Correspondent Name: Valero Energy Corporation Address Line 1: One Valero Way Address Line 2: Commercial Law Dept. Address Line 4: San Antonio, TEXAS 78249</p>															
NAME OF SUBMITTER:	Nancy Wesch														
Signature:	/nw/														

OP \$40.00 3399515

Date:

03/31/2011

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is dated as of April 1, 2009, by and between VeraSun Energy Corporation, a South Dakota corporation, ("Assignor"), and Valero Renewable Fuels Company, LLC, a Texas limited liability company ("Assignee").

WHEREAS, Assignor and Assignee, among others, are parties to that certain Asset Purchase Agreement, dated as of February 9, 2009, as amended, restated, modified or supplemented from time to time on or prior to the date hereof (the "Asset Purchase Agreement"), pursuant to which Assignee has, among other things, agreed to acquire from Assignor, and Assignor has agreed to sell to Assignee, all of Assignor's rights, title and interest in the trademarks and service marks set forth on Attachment I hereto, including all registrations and applications therefore, all common law rights pertaining thereto, all rights corresponding thereto throughout the world, and all goodwill associated with the foregoing (the "Assigned Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee, and Assignee hereby accepts, Assignor's entire right, title and interest in and to (i) the Assigned Marks, (ii) the goodwill of the business symbolized by the Assigned Marks, (iii) all right to apply for and maintain all applications, registrations, or renewals for the Assigned Marks, (iv) all income, royalties, damages, and payments now or hereafter due or payable in respect to the Assigned Marks, and (v) all causes of action and the right to sue, counterclaim, and recover for past, present, and future infringement of Assignor's rights in the Assigned Marks, as well as all rights corresponding thereto throughout the world.

Assignor and Assignee shall reasonably cooperate in the preparation and recordation of instruments of assignment or transfer for the Assigned Marks, and Assignor shall furnish, execute, verify and acknowledge such documents or information necessary for the transfer and recordal of the assignments and, at the reasonable request and expense of Assignee, perform such other acts as may be required to perfect and vest title in the Assigned Marks in Assignee and to permit Assignee to further prosecute, renew, protect, or assign the Assigned Marks.

Capitalized terms used herein and not otherwise defined herein have the meanings set forth in the Asset Purchase Agreement. Nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, expand, exceed, enlarge or affect the provisions set forth in, or any Person's rights, remedies or obligations under, the Asset Purchase Agreement. Notwithstanding anything contained herein to the contrary, to the extent that any provision of this Assignment is inconsistent or conflicts with the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Assignment shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of New York applicable hereto. Without limitation of any Party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Assignment and to decide any claims or disputes which may arise or result from, or be connected with, this Assignment, any breach or default hereunder, or the transactions contemplated hereby and (ii) any and all claims relating to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive the

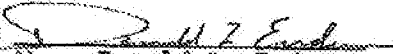
defense of an inconvenient forum to the maintenance of any such Action or Proceeding; provided, however, that, if the Bankruptcy Case is closed, all Actions and Proceedings arising out of or relating to this Assignment shall be heard and determined in a New York state court or a federal court sitting in the state of New York, and the Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such Action or Proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action or Proceeding. The Parties consent to service of process by mail or any other manner permitted by law.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademarks to be executed and delivered by its duly authorized representative as of the date above first written.

ASSIGNOR:

VERASUN ENERGY CORPORATION

By: 
Name: Donald L. Endres
Title: Chief Executive Officer

Acknowledged and Accepted:

ASSIGNEE:

VALERO RENEWABLE FUELS COMPANY, LLC

By: _____
Name:
Title:

SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS

TRADEMARK
REEL: 004512 FRAME: 0935

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademarks to be executed and delivered by its duly authorized representative as of the date above first written.

ASSIGNOR:

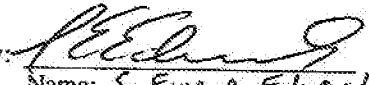
VERASUN ENERGY CORPORATION

By: _____
Name:
Title:

Acknowledged and Accepted:

ASSIGNEE:


VALERO RENEWABLE FUELS COMPANY, LLC

By: 
Name: *S. Eugene Edwards*
Title: *EVP*

SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS

TRADEMARK
REEL: 004512 FRAME: 0936

**ATTACHMENT I TO
ASSIGNMENT OF TRADEMARKS**

Juris-diction	Mark	Reg. No.	Reg. Date	Record Owner	Status
United States	AMERICA'S SOURCE FOR RENEWABLE FUELS	3421066	4/29/2008	VeraSun Energy Corporation	Registered
United States	VERASUN	3062880	2/28/2006	VeraSun Energy Corporation	Registered
United States		3062881	2/28/2006	VeraSun Energy Corporation	Registered

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