

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Patent and Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association, as in its capacity as Existing Agent		07/20/2011	National Association: UNITED STATES
Aventine Renewable Energy Holdings, Inc.		07/20/2011	CORPORATION: DELAWARE
Nebraska Energy, L.L.C.		07/20/2011	LIMITED LIABILITY COMPANY: KANSAS
Aventine Renewable Energy, Inc.		07/20/2011	CORPORATION: DELAWARE
Aventine Renewable Energy - Aurora West, LLC		07/20/2011	LIMITED LIABILITY COMPANY: DELAWARE
Aventine Renewable Energy - Mt Vernon, LLC		07/20/2011	LIMITED LIABILITY COMPANY: DELAWARE
Aventine Renewable Energy - Canton, LLC		07/20/2011	LIMITED LIABILITY COMPANY: DELAWARE
Aventine Power, LLC		07/20/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Capital Finance, LLC, as in its capacity as Successor Agent
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3857196	AVENTINE RENEWABLE ENERGY
Registration Number:	2954378	AVENTINE RENEWABLE ENERGY, INC.
Registration Number:	2928195	AVENTINE
Registration Number:	2937415	AVENTINE

CH \$140.00 3857196

900197572

**TRADEMARK
 REEL: 004587 FRAME: 0913**

Registration Number:

3428803

PROVIDING CLEAN, RENEWABLE ENERGY FOR THE
WORLD

CORRESPONDENCE DATA

Fax Number: (213)627-0705

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 213.683.5698

Email: MinetteTayco@paulhastings.com

Correspondent Name: Minette M. Tayco

Address Line 1: 515 S. Flower St., 25th Floor

Address Line 2: Paul, Hastings, Janofsky & Walker LLP

Address Line 4: Los Angeles,, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:

AVENTINE(77456.10): TM

NAME OF SUBMITTER:

Minette M. Tayco

Signature:

/Minette M. Tayco/

Date:

07/20/2011

Total Attachments: 10

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ASSIGNMENT OF PATENT AND TRADEMARK SECURITY AGREEMENT

This **ASSIGNMENT OF PATENT AND TRADEMARK SECURITY AGREEMENT** (this "Assignment") is executed as of July 20, 2011 ("Assignment Effective Date"), by **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), in its capacity as agent ("Existing Agent") for itself and the Existing Lenders (as defined below) in favor of the Successor Agent (as defined below) and is acknowledged by the Grantors (as defined below).

W I T N E S S E T H:

WHEREAS, Existing Agent is party to that certain Revolving Credit and Security Agreement, dated as of March 15, 2010 (as same has been or may be amended, modified, renewed, extended, replaced or substituted from time to time, the "Loan Agreement"), among **AVENTINE RENEWABLE ENERGY HOLDINGS, INC.**, a Delaware corporation ("Holdings"), **AVENTINE RENEWABLE ENERGY - AURORA WEST, LLC**, a Delaware limited liability company ("Aventine Renewable Aurora"), **AVENTINE RENEWABLE ENERGY, INC.**, a Delaware corporation ("Aventine Renewable Inc."), **AVENTINE RENEWABLE ENERGY - MT VERNON, LLC**, a Delaware limited liability company ("Aventine Renewable Mt Vernon"), **AVENTINE POWER, LLC**, a Delaware limited liability company ("Aventine Power"), **NEBRASKA ENERGY, L.L.C.**, a Kansas limited liability company ("Nebraska Energy"), **AVENTINE RENEWABLE ENERGY — CANTON, LLC**, a Delaware limited liability company ("Aventine Renewable Canton"; and together with Holdings, Aventine Renewable Aurora, Aventine Renewable Inc., Aventine Renewable Mt Vernon, Aventine Power and Nebraska Energy, individually and collectively, jointly and severally, the "Borrowers", and each individually a "Borrower"), PNC, as the sole lender ("Existing Lender") and Existing Agent, as arranger and administrative agent for the Lenders;

WHEREAS, the grantors shown on the signature pages hereto ("Grantors") and Existing Agent are parties to that certain (i) Patent and Trademark Security Agreement, dated as of March 15, 2010 and (ii) Supplement to Trademark and Patent Security Agreement, dated as of February 14, 2011 (as each may be amended, restated, supplemented or modified from time to time, the "Patent and Trademark Security Agreements") concerning (i) the patents and patent applications shown on Schedule 1 attached hereto and (ii) the trademarks and trademark applications shown on Schedule 2 attached hereto, which Patent and Trademark Security Agreements were recorded with the United States Patent and Trademark Office on May 13, 2010 at Reel 004205 Frame 0216, and February 17, 2011 at Reel 004479, Frame 0499, respectively;

WHEREAS, contemporaneously herewith, Existing Agent, the Lenders, and the Borrowers are entering into that certain Assignment and Transfer Agreement of even date hereof (the "Transfer Agreement"), pursuant to which Existing Agent shall resign and certain of the Existing Lenders shall appoint Wells Fargo Capital Finance, LLC, a Delaware limited liability company, as successor administrative agent ("Successor Agent");

WHEREAS, in connection with the resignation of Existing Agent and the purchase of the Revolving Advances by Successor Agent, Grantors, and Existing Lenders have requested that Existing Agent enter into this Assignment to assign all of its rights, title and interest in, to and under the Patent and Trademark Security Agreements to Successor Agent; and

WHEREAS, all initially capitalized terms used herein (including in the preamble and recitals hereof) without definition shall have the meanings ascribed in the Loan Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Assignment. Existing Agent, for good and adequate consideration described in the Transfer Agreement and in connection with such Transfer Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignment Agreement, hereby assigns, without recourse, representation or warranty of any kind, as of the Assignment Effective Date to Successor Agent, in its capacity as Agent, for the benefit of Lenders, all of the rights, title and interest of Existing Lenders in, to and under the Patent and Trademark Security Agreements.

2. Further Assurances. Existing Agent, agrees to cooperate with Successor Agent and take all actions reasonably requested by Successor Agent in order to fully carry out the terms of this Assignment or to permit Successor Agent to obtain the full benefits of this Assignment.

3. Costs and Expenses. Grantors shall pay all costs and expenses of Existing Agent, including the fees and expenses of counsel to the Existing Agent, in connection with the performance of this Assignment.

4. Choice of Law and Venue; Jury Trial Waiver.

(a) THE VALIDITY OF THIS ASSIGNMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

(b) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS ASSIGNMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA; PROVIDED, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH GRANTOR, EXISTING AGENT AND SUCCESSOR AGENT WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 4(b).

(c) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO HEREBY WAIVE THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT

OF THIS ASSIGNMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH OF THE PARTIES HERETO REPRESENTS THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS ASSIGNMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(d) EACH BORROWER HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS ASSIGNMENT, THE LOAN AGREEMENT, OR ANY OF THE OTHER DOCUMENTS SHALL AFFECT ANY RIGHT THAT AGENT MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS ASSIGNMENT, THE LOAN AGREEMENT, OR ANY OF THE OTHER DOCUMENTS AGAINST ANY BORROWER OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.


(E) NO CLAIM MAY BE MADE BY THE PARTIES HERETO AGAINST AGENT, ANY OTHER LENDER, OR ISSUER, OR ANY AFFILIATE, DIRECTOR, OFFICER, EMPLOYEE, COUNSEL, REPRESENTATIVE, AGENT, OR ATTORNEY-IN-FACT OF ANY OF THEM FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM FOR BREACH OF CONTRACT OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS ASSIGNMENT, OR ANY ACT, OMISSION, OR EVENT OCCURRING IN CONNECTION HEREWITH, AND EACH BORROWER HEREBY WAIVES, RELEASES, AND AGREES NOT TO SUE UPON ANY CLAIM FOR SUCH DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned have each caused this Assignment to be duly executed by its duly authorized officer or representative as of the day and year first above written.

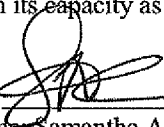
“EXISTING AGENT”

PNC BANK, NATIONAL ASSOCIATION,
a national association,
as in its capacity as Existing Agent

By: 
Name: Steveny Winick
Title: VP

"SUCCESSOR AGENT"


WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company,
as in its capacity as Successor Agent

By: 
Name: Samantha Alexander
Title: Director

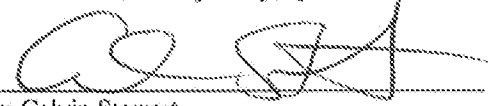
ACKNOWLEDGED AS OF THE DATE FIRST
WRITTEN ABOVE:

"GRANTORS"

AVENTINE RENEWABLE ENERGY HOLDINGS, INC.,
a Delaware corporation

By: 
Name: Calvin Stewart
Title: Chief Accounting and Compliance Officer

NEBRASKA ENERGY, L.L.C.,
a Kansas limited liability company

By: 
Name: Calvin Stewart
Title: Senior Vice President

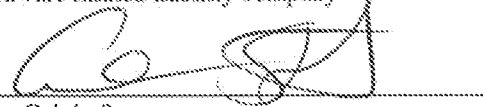
AVENTINE RENEWABLE ENERGY, INC.,
a Delaware corporation

AVENTINE RENEWABLE ENERGY – AURORA WEST, LLC,
a Delaware limited liability company

AVENTINE RENEWABLE ENERGY – MT VERNON, LLC,
a Delaware limited liability company

AVENTINE RENEWABLE ENERGY – CANTON, LLC,
a Delaware limited liability company

AVENTINE POWER, LLC,
a Delaware limited liability company

By: 
Name: Calvin Stewart
Title: Treasurer

[SIGNATURE PAGE TO ASSIGNMENT OF PATENT AND TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004587 FRAME: 0920

SCHEDULE 1
U.S. PATENTS
PATENT REGISTRATIONS/APPLICATIONS

See attached.

SCHEDULE 2
U.S. TRADEMARKS
TRADEMARK REGISTRATIONS/APPLICATIONS

See attached.

SCHEDULE 1

U.S. PATENTS

PATENT REGISTRATIONS/APPLICATIONS

Patents, Patent Applications and Patent Licenses

Record Owner	Title	Country	Filing Date/ Issued Date	Expiration Date	Application/Registration No.
AREI	"Heat Recovery from a Biomass Heat Source"	USA	6/17/2005 / 7/28/2009	07/28/2019	7,566,383

SCHEDULE 2

U.S. TRADEMARKS

TRADEMARK REGISTRATIONS/APPLICATIONS

Trademarks, Trademark Applications and Trademark Licenses

Record Owner	Title	Country	Filing Date/ Issued Date	Expiration Date	Application/Registration No.
Parent	“Aventine Renewable Energy and design”	USA	7/6/2007 / 10/5/2010	10/05/2020	3,857,196
AREI	“Aventine Renewable Energy, Inc. and design”	USA	12/11/2003 / 5/24/2005	05/24/2015	2,954,378
AREI	“Aventine”	USA	5/13/2003 / 2/22/2005	02/22/2015	2,928,195
AREI	“Aventine and design”	USA	12/11/2003 / 4/5/2005	04/05/2015	2,937,415
AREI	“Providing clean, renewable energy for the world”	USA	9/12/2006 / 5/13/2008	05/13/2018	3,428,803
Parent	Riverland Biofuels	USA	N/A	N/A	Unregistered
Parent	Riverland Biofuels logo	USA	N/A	N/A	Unregistered

Trade Names

None.