

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
GREENFIELD SPECIALTY ALCOHOLS INC.	FORMERLY GREENFIELD ETHANOL INC. (formerly COMMERCIAL ALCOHOLS LIMITED)	12/02/2013	CORPORATION:

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS LENDING PARTNERS LLC
Street Address:	30 Hudson Street, 36th Floor
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07302
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3494451	CA
Registration Number:	3494452	THE POWER OF THREE3
Serial Number:	85798608	VITABRAN
Serial Number:	85767828	GREENFIELD NATURALS
Serial Number:	85798375	VITAGERM
Serial Number:	85902736	GREENFIELD ENERGY SOLUTIONS

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: ntabah@milbank.com
 Correspondent Name: MILBANK, TWEED, HADLEY & MCCLOY LLP
 Address Line 1: ONE CHASE MANHATTAN PLAZA

Address Line 2: ATTENTION: NANGAH TABAH
Address Line 4: NEW YORK, NEW YORK 10005

ATTORNEY DOCKET NUMBER: 30045-50700

NAME OF SUBMITTER: NATHANIEL BROWAND

Signature: /Nathaniel Browand/

Date: 12/02/2013

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 2, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Goldman Sachs Lending Partners LLC, as collateral agent for the Secured Parties (as defined in the Intercreditor Agreement) (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to a Canadian Pledge and Security Agreement dated as of the date hereof (the “**Pledge and Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement or the Credit Agreement (as defined therein).

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

all United States, Canadian and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all trademark registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world; in each case other than Excluded Collateral.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under

Section 2.1 hereof attach to (i) any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law or (ii) Excluded Collateral.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and 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 Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

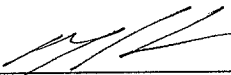
SECTION 5. Counterparts

This Agreement may be executed and delivered electronically in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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.

GREENFIELD SPECIALTY ALCOHOLS INC.
(formerly GREENFIELD ETHANOL INC.,
formerly COMMERCIAL ALCOHOLS
LIMITED), as a Grantor

By: 
Name: MICHAEL SMITH
Title: GENERAL COUNSEL AND SECRETARY

By: _____
Name:
Title:

Accepted and Agreed:

GOLDMAN SACHS LENDING PARTNERS LLC,
as Collateral Agent for the Secured Parties

By: Charles D. Johnston
Authorized Signatory
Charles D. Johnston
Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS

Mark	Serial No.	Filing Date	Registration Number	Registration Date
CA AND DESIGN	76686139	January 25, 2008	3494451	September 2, 2008
THE POWER OF THREE3	76686141	January 25, 2008	3494452	September 2, 2008

UNITED STATES TRADEMARK APPLICATIONS

Mark	Serial No.	Filing Date	Registration Number	Registration Date
VITABRAN (& Design)	85798608	December 10, 2012	N/A	N/A
GREENFIELD NATURALS (& Design)	85767828	October 31, 2012	N/A	N/A
VITAGERM (& Design)	85798375	December 10, 2012	N/A	N/A
GREENFIELD ENERGY SOLUTIONS (& Design)	85902736	April 12, 2013	N/A	N/A

CANADIAN TRADEMARK REGISTRATIONS

Mark	Status	Registration Number	Registration Date
CA & Design	Registered	TMA267,060	March 5, 1982
DRIVEN BY NATURE	Registered	TMA699,535	October 26, 2007
ÉTHANOL GREENFIELD & Design	Registered	TMA772,505	July 20, 2010
GREENFIELD ETHANOL & Design	Registered	TMA743,937	July 23, 2009
L'ÉNERGIE DE LA NATURE	Registered	TMA714,449	May 15, 2008

CANADIAN TRADEMARK APPLICATIONS

Mark	Status	Application Number	Registration Date
GREENFIELD ENERGY SOLUTIONS logo	Formalized	1,621,724	N/A
GREENFIELD NATURALS & Design	Advertised	1,599,651	N/A
VITABRAN & Design	Advertised	1,604,212	N/A
VITAGERM & Design	Advertised	1,604,213	N/A