

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
Aemetis, Inc.		07/06/2012	CORPORATION: NEVADA
Zymetis, Inc.		07/06/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Third Eye Capital Corporation
Street Address:	161 Bay Street
Internal Address:	Suite 3930
City:	Toronto
State/Country:	CANADA
Postal Code:	M5J 2S1
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	85517903	AEMETIS
Serial Number:	77337391	ETHAZYME
Serial Number:	77337386	ZYMETIS

CORRESPONDENCE DATA

Fax Number: 2027995144
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2027994000
 Email: gregory.esau@dlapiper.com
 Correspondent Name: Ryan C. Compton
 Address Line 1: 500 Eighth Street, NW
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	THIRD EYE CAPITAL
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OP \$90.00 85517903

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Ryan C. Compton
Signature:	/Ryan C. Compton/
Date:	07/11/2012

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "IP Security Agreement"), dated as of July 6, 2012, is made by EACH OF THE UNDERSIGNED and EACH OTHER PERSON WHO SHALL BECOME A PARTY HERETO BY EXECUTION OF A TRADEMARK SECURITY AGREEMENT JOINDER AGREEMENT (each, a "Debtor" and collectively, the "Debtors"), in favor of **THIRD EYE CAPITAL CORPORATION**, as Agent for the Noteholders party to the Amended and Restated Purchase Agreement as defined below (together with its successors and assigns, "**Secured Party**").

RECITALS

A. Aemetis Advanced Fuels Keyes, Inc. (formerly known as AE Advanced Fuels Keyes, Inc.), a Delaware corporation ("**AEAFK**"), Keyes Facility Acquisition Corp., a Delaware corporation to be merged with and into Cilion, Inc., a Delaware corporation and to be known as Aemetis Facility Keyes, Inc. ("**Cilion Acquisition Corp.**", together with AEAFK, the "**Borrowers**"), Aemetis, Inc. (formerly known as AE Biofuels, Inc.), a Nevada corporation ("**Parent**"), the Agent and the Noteholders from time to time party thereto are entering into an Amended and Restated Purchase Agreement dated the date hereof (the "**Amended and Restated Purchase Agreement**") pursuant to which the Noteholders will provide certain financial accommodations to the Borrowers as set forth in the Amended and Restated Purchase Agreement.

B. In connection with the Amended and Restated Purchase Agreement (i) AEAFK (ii) Parent, (iii) BIOFUELS MARKETING, INC., a Delaware corporation, (iv) AEMETIS BIOCHEMICALS, INC., a Nevada corporation, (v) AEMETIS INTERNATIONAL, INC. (f/k/a International Biodiesel, Inc.), a Nevada corporation, (vi) AEMETIS TECHNOLOGIES, INC. (f/k/a AE Zymetis, Inc.), a Delaware corporation, (vii) AEMETIS BIOFUELS, INC. (f/k/a AE Biofuels Technologies, Inc.), a Delaware corporation, (viii) AE ADVANCED FUELS, INC., a Delaware corporation, (ix) AEMETIS ADVANCED FUELS, INC., a Nevada corporation, (x) AEMETIS AMERICAS, INC. (f/k/a American Ethanol, Inc.), a Nevada corporation, (xi) ENERGY ENZYMES, INC., a Delaware corporation, (xiii) Cilion Acquisition Corp., and (xii) AE BIOFUELS, INC., a Delaware corporation, and Agent are entering into an Amended and Restated Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"). Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in the Security Agreement.

C. Pursuant to the Security Agreement, the Debtors have agreed to execute and deliver to Agent this IP Security Agreement.

D. Agent is unwilling to enter into the Amended and Restated Purchase Agreement or make or maintain such extensions of credit under the Amended and Restated Purchase Agreement unless the Debtors execute and deliver this IP Security Agreement.

In consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Schedule 1 attached hereto sets forth all trademarks owned by the Debtors, and each Debtor hereby pledges and grants to Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of its trademarks and all proceeds thereof, which such security interest shall secure (a) all present and future Secured Obligations of each Debtor to Agent under the Note Purchase Documents to which such Debtor is now or hereafter becomes a party and (b) all obligations of the Debtors and rights of Agent under this IP Security Agreement.

3. **SECURITY AGREEMENT.** The security interest granted pursuant to this IP Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement, and each Debtor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the trademarks made and granted hereby are more fully set forth in the 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 IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless Agent shall otherwise determine.

4. **TERMINATION.** Upon the payment in full of the Secured Obligations and termination of the Security Agreement, Agent shall execute, acknowledge and deliver to the Debtors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the trademarks under this IP Security Agreement.

5. **COUNTERPARTS.** This IP Security Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same agreement. It shall not be necessary in making proof of this IP Security Agreement to produce or account for more than one such counterpart executed by the party against whom enforcement is sought. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or electronic transmission (including .pdf file) shall be effective as delivery of a manually executed counterpart hereof.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be executed under seal as of the day and year first written above.

AEMETIS, INC.,
a Nevada corporation

By: 

Name: Eric A. McAfee
Title: Chief Executive Officer

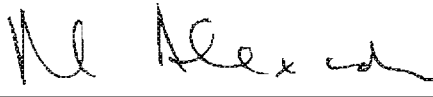
AEMETIS TECHNOLOGIES, INC.,
a Delaware corporation

By: 

Name: Eric A. McAfee
Title: Chief Executive Officer

Accepted and Agreed:

THIRD EYE CAPITAL CORPORATION, as Agent

By: 

Name: **DAVID G. ALEXANDER**
Title: **MANAGING DIRECTOR**

SCHEDULE 1
to
IP SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Record	Trademark	Status	Ser./Reg./ No.	Owner
US Federal	AEMETIS	Pending - Non-Final Action Mailed May 1, 2012	SN:85-517903	Aemetis, Inc. (Nevada Corp.) Suite 700 20400 Stevens Creek Blvd. Cupertino, California 95014
US Federal	ETHAZYME	Registered May 4, 2010	SN:77-337391 RN:3,785,254	Zymetis, Inc. (Delaware Corp.) 387 Technology Drive College Park, Maryland 20742
US Federal	ZYMETIS	Registered November 10, 2009	SN:77-337386 RN:3,709,338	Zymetis, Inc. (Delaware Corp.) 387 Technology Drive College Park, Maryland 20742