

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329908

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WB GEVO, LTD., AS ADMINSTRATIVE AGENT		01/15/2015	CORPORATION: VIRGIN ISLANDS, BRITISH

RECEIVING PARTY DATA

Name:	GEVO, INC.
Street Address:	345 INVERNESS DR., SOUTH BLDG. C
Internal Address:	SUITE 310
City:	ENGLEWOOD
State/Country:	COLORADO
Postal Code:	80112
Entity Type:	CORPORATION: DELAWARE
Name:	GEVO DEVELOPMENT, LLC
Street Address:	345 INVERNESS DR., SOUTH BLDG. C
Internal Address:	SUITE 310
City:	ENGLEWOOD
State/Country:	COLORADO
Postal Code:	80112
Entity Type:	CORPORATION: DELAWARE
Name:	AGRI-ENERGY, LLC
Street Address:	502 SOUTH WALNUT AVENUE
City:	LUVERNE
State/Country:	MINNESOTA
Postal Code:	56156
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3413780	AGRI-ENERGY
Registration Number:	3832593	GEVO INTEGRATED FERMENTATION TECHNOLOGY
Registration Number:	3920294	GIFT
Registration Number:	3948330	GEVO
Registration Number:	3948331	GEVO

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3999250	GEVO
Registration Number:	3945946	GEVO
Registration Number:	3945947	GEVO
Serial Number:	85461358	IDGS
Serial Number:	85595198	POWERED BY GEVO
Serial Number:	85971366	PREMIUM FLEX FUEL
Serial Number:	85971373	GEVO PREMIUM FLEX FUEL

CORRESPONDENCE DATA

Fax Number: 6178568201

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

Phone: 617-856-8145

Email: ip@brownrudnick.com

Correspondent Name: Mark S. Leonardo

Address Line 1: One Financial Center

Address Line 2: Brown Rudnick LLP

Address Line 4: Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	29770/4
NAME OF SUBMITTER:	Mark S. Leonardo
SIGNATURE:	/Mark S. Leonardo/
DATE SIGNED:	01/23/2015

Total Attachments: 31

- source=Gevo - Termination of Trademark Security Agreements [EXECUTED] (3)#page1.tif
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source=Gevo - Termination of Trademark Security Agreements [EXECUTED] (3)#page31.tif

**TERMINATION OF TRADEMARK SECURITY AGREEMENTS OF
WB GEVO, LTD.
(SUCCESSOR IN INTEREST TO WHITEBOX ADVISORS LLC)**

This is a Termination of Trademark Security Agreements, dated as of January 15, 2015, executed by **WB GEVO, LTD.**, as successor in interest to **WHITEBOX ADVISORS LLC** in its capacity as administrative agent, with an address of 3033 Excelsior Blvd, Suite 300, Minneapolis, Minnesota 55416 (in such capacity, the “**Secured Party**”), releasing all security interests of the Secured Party in the Trademark Collateral (defined below) owned by **GEVO, INC.**, a Delaware corporation with an address of 345 Inverness Dr., South Bldg. C, Suite 310, Englewood, Colorado 80112 (“**Gevo**”), **GEVO DEVELOPMENT, LLC**, a Delaware limited liability company with an address of 345 Inverness Dr., South Bldg. C, Suite 310, Englewood, Colorado 80112 (“**Gevo Dev**”), and **AGRI-ENERGY, LLC**, a Minnesota limited liability company with an address of 502 South Walnut Avenue, Luverne, Minnesota 56156 (“**Agri**”, and together with Gevo and Gevo Dev, the “**Grantors**”). Capitalized terms used but not defined herein shall have the meaning assigned to them in that certain Term Loan Agreement dated as of May 9, 2014, by and among the Grantors, Secured Party, and the lenders party thereto (as amended, supplemented and otherwise modified from time to time, the “**Loan Agreement**”).

Recitals

WHEREAS, the Grantors granted the Secured Party a security interest in and lien upon certain trademarks, trademark applications, and related rights as evidenced by those certain Trademark Security Agreements attached hereto as **Exhibit A** and recorded in the United States Patent and Trademark Office on (i) May 14, 2014 at Reel 5279, Frame 0742 and (ii) June 6, 2014 at Reel 5297, Frame 0770 (collectively, the “**Trademark Security Agreements**”);

WHEREAS, the Trademark Security Agreements included reference to, among others, the trademark collateral identified in **Exhibit B** attached hereto (the “**Trademark Collateral**”); and


WHEREAS, Secured Party consents to the release of liens on all patents and trademarks of the Grantors and agrees to the termination of the Secured Party’s security interest in the Trademark Collateral (for the avoidance of doubt, (x) the only security interests and liens released from the Trademark Collateral hereby are those security interests and liens that secure the Obligations and (y) this release of liens shall not release, terminate or otherwise amend any of the security interests or liens securing the obligations under the Indenture Documents or the TriplePoint Loan Documents).

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Secured Party hereby terminates all of the Secured Party’s security interests in the Trademark Collateral, including, without limitation, that set forth on **Exhibit B** (for the avoidance of doubt, (x) the only security interests and liens released from the Trademark Collateral hereby are those security interests and liens that secure the Obligations and (y) this release of liens shall not release,

terminate or otherwise amend any of the security interests or liens securing the obligations under the Indenture Documents or the TriplePoint Loan Documents).

IN WITNESS WHEREOF, Secured Party has caused this Termination of Trademark Security Agreements to be duly executed on the date first mentioned above.

WB GEVO, LTD.

By: 
Name: Mark Strefling
Title: Director

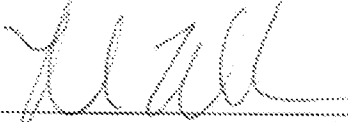
[Signature page to Termination of Trademark Security Agreement]

TRADEMARK
REEL: 005447 FRAME: 0773

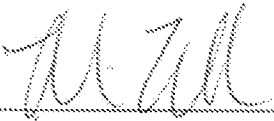
ACKNOWLEDGED AND AGREED:

GRANTORS:

GEVO, INC.

By: 
Name: Mike Willis
Title: CEO

GEVO DEVELOPMENT, LLC

By: 
Name: Mike Willis
Title: CEO

AGRI-ENERGY, LLC


By: 
Name: Mike Willis
Title: CEO

EXHIBIT A



NO DOCKETING REQUIRED

UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MAY 15, 2014

PTAS

MARK S. LEONARDO
ONE FINANCIAL CENTER
BROWN RUDNICK LLP
BOSTON, MA 02111

900289110

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 05/14/2014

REEL/FRAME: 5279/0742
NUMBER OF PAGES: 9

BRIEF: TRADEMARK SECURITY AGREEMENT

DOCKET NUMBER: 29970/4

ASSIGNOR:
GEVO, INC.

DOC DATE: 05/09/2014
CITIZENSHIP: DELAWARE
ENTITY: CORPORATION

ASSIGNOR:
GEVO DEVELOPMENT, LLC

DOC DATE: 05/09/2014
CITIZENSHIP: DELAWARE
ENTITY: CORPORATION

ASSIGNOR:
AGRI-ENERGY, LLC

DOC DATE: 05/09/2014
CITIZENSHIP: MINNESOTA
ENTITY: CORPORATION

ASSIGNEE:
WHITEBOX ADVISORS LLC, AS
ADMINISTRATIVE AGENT
3033 EXCELSIOR BLVD., SUITE 300
MINNEAPOLIS, MINNESOTA 55416

CITIZENSHIP: DELAWARE
ENTITY: CORPORATION

SERIAL NUMBER: 77616476 FILING DATE: 11/18/2008
 REGISTRATION NUMBER: 3832593 REGISTRATION DATE: 08/10/2010
 MARK: GEVO INTEGRATED FERMENTATION TECHNOLOGY
 DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 77616509 FILING DATE: 11/18/2008
 REGISTRATION NUMBER: 3920294 REGISTRATION DATE: 02/15/2011
 MARK: GIFT
 DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 77693025 FILING DATE: 03/17/2009
 REGISTRATION NUMBER: 3948330 REGISTRATION DATE: 04/19/2011
 MARK: GEVO
 DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 77693082 FILING DATE: 03/17/2009
 REGISTRATION NUMBER: 3948331 REGISTRATION DATE: 04/19/2011
 MARK: GEVO
 DRAWING TYPE: AN ILLUSTRATION DRAWING WITH WORD(S) /LETTER(S)/ NUMBER(S) IN
 STYLIZED FORM

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 REGISTRATION NUMBER: 3945946 REGISTRATION DATE: 04/12/2011
 MARK: GEVO
 DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 77979861 FILING DATE: 03/17/2009
 REGISTRATION NUMBER: 3945947 REGISTRATION DATE: 04/12/2011
 MARK: GEVO
 DRAWING TYPE: AN ILLUSTRATION DRAWING WITH WORD(S) /LETTER(S)/ NUMBER(S) IN
 STYLIZED FORM

SERIAL NUMBER: 78872362 FILING DATE: 04/28/2006
 REGISTRATION NUMBER: 3413780 REGISTRATION DATE: 04/15/2008
 MARK: AGRI-ENERGY
 DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85009958 FILING DATE: 04/08/2010
 REGISTRATION NUMBER: 3999250 REGISTRATION DATE: 07/19/2011
 MARK: GEVO
 DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S) / LETTER(S)
 /NUMBER(S)

SERIAL NUMBER: 85461358 FILING DATE: 11/01/2011
 REGISTRATION NUMBER: REGISTRATION DATE:
 MARK: IDGS
 DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85595198 FILING DATE: 04/11/2012
 REGISTRATION NUMBER: REGISTRATION DATE:
 MARK: POWERED BY GEVO
 DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85971366 FILING DATE: 06/27/2013
 REGISTRATION NUMBER: REGISTRATION DATE:
 MARK: PREMIUM FLEX FUEL
 DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85971373
REGISTRATION NUMBER:
MARK: GEVO PREMIUM FLEX FUEL
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 06/27/2013
REGISTRATION DATE:

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM304443

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GEVO, INC.		05/09/2014	CORPORATION: DELAWARE
GEVO DEVELOPMENT, LLC		05/09/2014	CORPORATION: DELAWARE
AGRI-ENERGY, LLC		05/09/2014	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	WHITEBOX ADVISORS LLC, as Administrative Agent
Street Address:	3033 EXCELSIOR BLVD., SUITE 300
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55416
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3413780	AGRI-ENERGY
Registration Number:	3832593	GEVO INTEGRATED FERMENTATION TECHNOLOGY
Registration Number:	3920294	GIFT
Registration Number:	3948330	GEVO
Registration Number:	3948331	GEVO
Registration Number:	3999250	GEVO
Registration Number:	3945946	GEVO
Registration Number:	3945947	GEVO
Serial Number:	85461358	IDGS
Serial Number:	85595198	POWERED BY GEVO
Serial Number:	85971366	PREMIUM FLEX FUEL
Serial Number:	85971373	GEVO PREMIUM FLEX FUEL

CORRESPONDENCE DATA

Fax Number: 6178568201

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

Phone: 617-856-8145

Email: ip@brownrudnick.com

TRADEMARK

REEL: 005447 FRAME: 0779

CH \$315.00 3413780

ONE FINANCIAL CENTER
BOSTON, MASSACHUSETTS 02111

MAY 15 2019

000000000000

TRADEMARK
REEL: 005447 FRAME: 0780

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 9, 2014, is among each of the undersigned (each, a "Grantor" and, collectively, the "Grantors"), and Whitebox Advisors LLC, as administrative agent (in such capacity, the "Agent") for the lenders (each, a "Lender" and, collectively, the "Lenders"; and together with the Agent, the "Secured Parties") from time to time party to the Loan Agreement referred to below.

W I T N E S S E T H:

A. The Grantors and the Secured Parties are entering into a Term Loan Agreement dated as of May 9, 2014 (as it may be amended, restated, supplemented, or modified from time to time, the "Loan Agreement").

B. In order to induce the Secured Parties to enter into the Loan Agreement, the Grantors and the Agent are entering into a Pledge and Security Agreement dated as of May 9, 2014 (as it may be amended, restated, supplemented, or modified from time to time, the "Security Agreement") pursuant to which each Grantor has granted to 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 all Collateral, including, without limitation, the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, acceleration, demand or otherwise, of all Secured Obligations (as defined in the Security Agreement).

C. The Grantors and the Secured Parties contemplate and intend that Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Loan Agreement) shall occur and be continuing, the right to exercise its remedies under, among other agreements, the Loan Agreement and the Security Agreement and the other Loan Documents (as defined in the Loan Agreement), subject in all respects to the terms and provisions of such agreements, in connection with all of Grantors' right, title and interest in such Trademark Collateral.

D. Pursuant to the Loan Agreement, the Security Agreement and the other Loan Documents, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARKS

Each Grantor hereby grants and confirms any grant made pursuant to the Security Agreement, as the case may be, to the Agent, for the benefit of the Secured Parties, of a security

interest in, and continuing lien on, all of such Grantor's right, title and interest in, to and under the Trademarks and the goodwill of the business symbolized thereby, including but not limited to the registered Trademarks listed in Schedule A, in each case whether registered or unregistered, now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"). Notwithstanding the foregoing, the term "Trademark Collateral" shall not include (i) any "intent to use" Trademark applications for which a statement of use has not been filed (but only until such statement is filed) to the extent, but only to the extent, that a grant of a security interest therein constitutes or results in the abandonment, invalidation or unenforceability of any right, title or interest of the applicable Grantor in such property and then only to the extent that any law, rule or regulation or contractual provision giving rise to such abandonment, invalidation or unenforceability would not be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law, including without limitation, any bankruptcy or insolvency law, or principles of equity or (ii) any Excluded Property.

SECTION 3. SECURITY FOR OBLIGATIONS

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due of all Secured Obligations.

SECTION 4. SECURITY AGREEMENT

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral 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 of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

SECTION 5. RECORDATION

The Grantors hereby authorize and request that the Register of Trademarks and any other applicable government officer record this Agreement.

SECTION 6. MISCELLANEOUS

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York without regard to its conflict of law principles. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING JURY TRIAL WAIVER AND SUBMISSION TO JURISDICTION SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement. Delivery of an executed counterpart of a signature

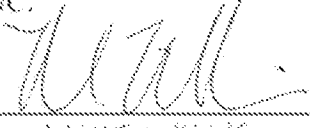
page to this Agreement by facsimile (or other electronic transmission) shall be as effective as delivery of an original executed counterpart of this Agreement.

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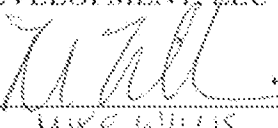
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS

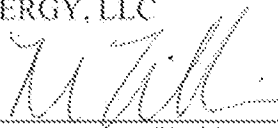
GEVO, INC.

By: 
Name: MIKE WILLIS
Title: CFO

GEVO DEVELOPMENT, LLC

By: 
Name: MIKE WILLIS
Title: CFO

AGRI-ENERGY, LLC

By: 
Name: MIKE WILLIS
Title: CFO

[Signature Page to Trademark Security Agreement]

AGENT

WHITEBOX ADVISORS LLC, as Administrative Agent

By: 

Name: Mark Strefling

Title: Chief Operating Officer

[Signature Page Trademark Security Agreement]

TRADEMARK
REEL: 005447 FRAME: 0785

SCHEDULE A

Trademarks

AGRI-ENERGY, LLC

Serial Number.	Reg. Number	Word Mark
11/383,743 ¹	3413780	AGRI-ENERGY

GEVO DEVELOPMENT, LLC

None.

GEVO, INC.

U.S. Trademarks & Applications

Application No.	Registration No.	Mark
77/616,476	3,832,593	GEVO INTEGRATED FERMENTATION TECHNOLOGY
77/616,509	3,920,294	GIFT
77/693,025	3,948,330	Gevo (design)
77/693,082	3,948,331	Gevo (characters)
85/009,958	3,999,250	Gevo (design)
77/979,860	3,945,946	GEVO
77/979,861	3,945,947	Gevo (design)

¹ To be lapsed.

85/461,358		IDGS
85/595,198		POWERED BY GEVO
85/971,366		PREMIUM FLEX FUEL
85/971,373		GEVO PREMIUM FLEX FUEL



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JUNE 10, 2014

PTAS

MARK S. LEONARDO
ONE FINANCIAL CENTER
BROWN RUDNICK LLP
BOSTON, MA 02111

900291471

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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RECORDATION DATE: 06/06/2014

REEL/FRAME: 5297/0770
NUMBER OF PAGES: 9

BRIEF: AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

DOCKET NUMBER: 29970/4

ASSIGNOR:
GEVO, INC.

DOC DATE: 06/05/2014
CITIZENSHIP: DELAWARE
ENTITY: CORPORATION

ASSIGNOR:
GEVO DEVELOPMENT, LLC

DOC DATE: 06/05/2014
CITIZENSHIP: DELAWARE
ENTITY: CORPORATION

ASSIGNOR:
AGRI-ENERGY, LLC

DOC DATE: 06/05/2014
CITIZENSHIP: MINNESOTA
ENTITY: CORPORATION

ASSIGNEE:
WB GEVO, LTD., AS ADMINISTRATIVE
AGENT
3033 EXCELSIOR BLVD., SUITE 300
MINNEAPOLIS, MINNESOTA 55416

CITIZENSHIP: VIRGIN ISLANDS, BRITISH
ENTITY: CORPORATION

SERIAL NUMBER: 77616476 FILING DATE: 11/18/2008
 REGISTRATION NUMBER: 3832593 REGISTRATION DATE: 08/10/2010
 MARK: GEVO INTEGRATED FERMENTATION TECHNOLOGY
 DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 77616509 FILING DATE: 11/18/2008
 REGISTRATION NUMBER: 3920294 REGISTRATION DATE: 02/15/2011
 MARK: GIFT
 DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 77693025 FILING DATE: 03/17/2009
 REGISTRATION NUMBER: 3948330 REGISTRATION DATE: 04/19/2011
 MARK: GEVO
 DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 77693082 FILING DATE: 03/17/2009
 REGISTRATION NUMBER: 3948331 REGISTRATION DATE: 04/19/2011
 MARK: GEVO
 DRAWING TYPE: AN ILLUSTRATION DRAWING WITH WORD(S) /LETTER(S)/ NUMBER(S) IN
 STYLIZED FORM

SERIAL NUMBER: 77979860 FILING DATE: 03/17/2009
 REGISTRATION NUMBER: 3945946 REGISTRATION DATE: 04/12/2011
 MARK: GEVO
 DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 77979861 FILING DATE: 03/17/2009
 REGISTRATION NUMBER: 3945947 REGISTRATION DATE: 04/12/2011
 MARK: GEVO
 DRAWING TYPE: AN ILLUSTRATION DRAWING WITH WORD(S) /LETTER(S)/ NUMBER(S) IN
 STYLIZED FORM

SERIAL NUMBER: 78872362 FILING DATE: 04/28/2006
 REGISTRATION NUMBER: 3413780 REGISTRATION DATE: 04/15/2008
 MARK: AGRI-ENERGY
 DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85009958 FILING DATE: 04/08/2010
 REGISTRATION NUMBER: 3999250 REGISTRATION DATE: 07/19/2011
 MARK: GEVO
 DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)
 /NUMBER(S)

SERIAL NUMBER: 85461358 FILING DATE: 11/01/2011
 REGISTRATION NUMBER: REGISTRATION DATE:
 MARK: IDGS
 DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85595198 FILING DATE: 04/11/2012
 REGISTRATION NUMBER: REGISTRATION DATE:
 MARK: POWERED BY GEVO
 DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85971366 FILING DATE: 06/27/2013
 REGISTRATION NUMBER: REGISTRATION DATE:
 MARK: PREMIUM FLEX FUEL
 DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85971373
REGISTRATION NUMBER:
MARK: GEVO PREMIUM FLEX FUEL
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 06/27/2013
REGISTRATION DATE:

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306896

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GEVO, INC.		06/05/2014	CORPORATION: DELAWARE
GEVO DEVELOPMENT, LLC		06/05/2014	CORPORATION: DELAWARE
AGRI-ENERGY, LLC		06/05/2014	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	WB GEVO, LTD., AS ADMINISTRATIVE AGENT		
Street Address:	3033 EXCELSIOR BLVD., SUITE 300		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55416		
Entity Type:	CORPORATION: VIRGIN ISLANDS, BRITISH		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3413780	AGRI-ENERGY	
Registration Number:	3832593	GEVO INTEGRATED FERMENTATION TECHNOLOGY	
Registration Number:	3920294	GIFT	
Registration Number:	3948330	GEVO	
Registration Number:	3948331	GEVO	
Registration Number:	3999250	GEVO	
Registration Number:	3945946	GEVO	
Registration Number:	3945947	GEVO	
Serial Number:	85461358	IDGS	
Serial Number:	85595198	POWERED BY GEVO	
Serial Number:	85971366	PREMIUM FLEX FUEL	
Serial Number:	85971373	GEVO PREMIUM FLEX FUEL	
CORRESPONDENCE DATA			
Fax Number:	6178568201		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-856-8145		
Email:	ip@brownrudnick.com		

CH \$315.00 3413780

TRADEMARK

REEL: 005447 FRAME: 0791

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 5, 2014, is among each of the undersigned (each, a "Grantor" and, collectively, the "Grantors"), and WB Gevo, Ltd. (as successor in interest to Whitebox Advisors LLC), as administrative agent (in such capacity, the "Agent") for the lenders (each, a "Lender" and, collectively, the "Lenders"; and together with the Agent, the "Secured Parties") from time to time party to the Loan Agreement referred to below.

WITNESSETH:

A. The Grantors, Whitebox Advisors LLC, as administrative agent for the Lenders (in such capacity, the "Former Agent") and the Lenders entered into a Term Loan Agreement dated as of May 9, 2014 (as it may be amended, restated, supplemented, or modified from time to time, the "Loan Agreement").

B. In order to induce the Secured Parties to enter into the Loan Agreement, the Grantors and the Former Agent entered into a Pledge and Security Agreement dated as of May 9, 2014 (as it may be amended, restated, supplemented, or modified from time to time, the "Security Agreement") pursuant to which each Grantor granted to 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 all Collateral, including, without limitation, the Trademark Collateral (as defined below), in each case whether then owned or thereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, acceleration, demand or otherwise, of all Secured Obligations (as defined in the Security Agreement).

C. Pursuant to the Loan Agreement, the Security Agreement and the other Loan Documents, the Grantors were required to execute and deliver that certain Trademark Security Agreement dated as of May 9, 2014 by and between the Grantors and Former Agent ("Existing Trademark Security Agreement").

D. Pursuant to Section 8.9 of the Loan Agreement, the Former Agent has been replaced with the Agent and as part of documenting such replacement, the parties hereto desire to amend, restate and replace the Existing Trademark Security Agreement with this Agreement.

E. The Grantors and the Secured Parties contemplate and intend that Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Loan Agreement) shall occur and be continuing, the right to exercise its remedies under, among other agreements, the Loan Agreement and the Security Agreement and the other Loan Documents (as defined in the Loan Agreement), subject in all respects to the terms and provisions of such agreements, in connection with all of Grantors' right, title and interest in such Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARKS

Each Grantor hereby grants and confirms any grant made pursuant to the Security Agreement, as the case may be, to the Agent, for the benefit of the Secured Parties, of a security interest in, and continuing lien on, all of such Grantor's right, title and interest in, to and under the Trademarks and the goodwill of the business symbolized thereby, including but not limited to the registered Trademarks listed in Schedule A, in each case whether registered or unregistered, now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"). Notwithstanding the foregoing, the term "Trademark Collateral" shall not include (i) any "intent to use" Trademark applications for which a statement of use has not been filed (but only until such statement is filed) to the extent, but only to the extent, that a grant of a security interest therein constitutes or results in the abandonment, invalidation or unenforceability of any right, title or interest of the applicable Grantor in such property and then only to the extent that any law, rule or regulation or contractual provision giving rise to such abandonment, invalidation or unenforceability would not be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law, including without limitation, any bankruptcy or insolvency law, or principles of equity or (ii) any Excluded Property.

SECTION 3. SECURITY FOR OBLIGATIONS

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due of all Secured Obligations.

SECTION 4. SECURITY AGREEMENT

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral 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 of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

SECTION 5. RECORDATION

The Grantors hereby authorize and request that the Register of Trademarks and any other applicable government officer record this Agreement.

SECTION 6. MISCELLANEOUS

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York without regard to its conflict of law principles. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING JURY TRIAL WAIVER AND SUBMISSION TO JURISDICTION SET FORTH IN SECTIONS 8.13 AND 8.15 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile (or other electronic transmission) shall be as effective as delivery of an original executed counterpart of this Agreement.

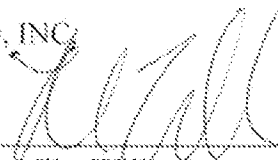
This Agreement shall amend, restate and replace the Existing Trademark Security Agreement. It is the intention of each of the parties hereto that the Existing Trademark Security Agreement be amended and restated so as to preserve the perfection and priority of all security interests granted pursuant to the Existing Trademark Security Agreement. All references to the "Trademark Security Agreement" contained in any Loan Document shall be deemed to refer to this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]


IN WITNESS WHEREOF, each Grantor has caused this Amended and Restated Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS

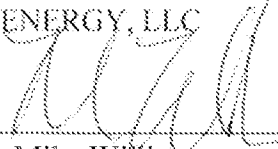
GEVO, INC.

By: 
Name: Mike Willis
Title: Chief Financial Officer

GEVO DEVELOPMENT, LLC

By: 
Name: Mike Willis
Title: Chief Financial Officer

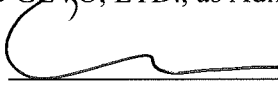
AGRI-ENERGY, LLC

By: 
Name: Mike Willis
Title: Chief Financial Officer

[Signature Page to Amended and Restated Trademark Security Agreement]

AGENT

WB GEVO, LTD., as Administrative Agent

By:  _____

Name: Mark Strefling

Title: Director

[Signature Page to Amended and Restated Trademark Security Agreement]

TRADEMARK
REEL: 005447 FRAME: 0796

SCHEDULE A

Trademarks

AGRI-ENERGY, LLC

Serial Number.	Reg. Number	Word Mark
11/383,743 ¹	3413780	AGRI-ENERGY

GEVO DEVELOPMENT, LLC

None.

GEVO, INC.

U.S. Trademarks & Applications

Application No.	Registration No.	Mark
77/616,476	3,832,593	GEVO INTEGRATED FERMENTATION TECHNOLOGY
77/616,509	3,920,294	GIFT
77/693,025	3,948,330	Gevo (design)
77/693,082	3,948,331	Gevo (characters)
85/009,958	3,999,250	Gevo (design)
77/979,860	3,945,946	GEVO
77/979,861	3,945,947	Gevo (design)

¹ To be lapsed.

85/461,358		IDGS
85/595,198		POWERED BY GEVO
85/971,366		PREMIUM FLEX FUEL
85/971,373		GEVO PREMIUM FLEX FUEL

EXHIBIT B

EXHIBIT B

Trademark Collateral

AGRI-ENERGY, LLC

Serial Number	Reg. Number	Word Mark
11/383,743 ¹	3413780	AGRI-ENERGY

GEVO DEVELOPMENT, LLC

None.

GEVO, INC.

U.S. Trademarks & Applications

Application No.	Registration No.	Mark
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77/616,509	3,920,294	GIFT
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85/461,358		IDGS
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85/971,373		GEVO PREMIUM FLEX FUEL