

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401019

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TriplePoint Capital LLC		09/30/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Agri-Energy, LLC		
Street Address:	502 S. Walnut Avenue		
City:	Luverne		
State/Country:	MINNESOTA		
Postal Code:	56156		
Entity Type:	Limited Liability Company: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3413780	AGRI-ENERGY	
CORRESPONDENCE DATA			
Fax Number:	3032912423		
<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:	2063599000		
Email:	aweber@perkinscoie.com		
Correspondent Name:	Alexander J.A. Garcia		
Address Line 1:	1201 Third Avenue, Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	120079-0002		
NAME OF SUBMITTER:	Alexander Garcia of Perkins Coie LLP		
SIGNATURE:	/Alexander Garcia/		
DATE SIGNED:	10/05/2016		
Total Attachments: 15			
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RELEASE OF SECURITY INTEREST

This Release of Security Interest is made as of September 30, 2016 by TriplePoint Capital LLC ("Lender") in favor of Agri-Energy, LLC ("Company").

RECITAL

WHEREAS Company granted to Lender a security interest in the Intellectual Property Collateral (as defined in the Security Agreement) under a Plain English Intellectual Property Security Agreement dated as of September 22, 2010 (the "Security Agreement") attached hereto as Exhibit 1, and recorded with the US Patent and Trademark Office on November 10, 2010 at Reel 004412, Frame 0437 (such notice of recordation attached hereto as Exhibit 2).

WHEREAS Company has no outstanding obligations to Lender under the terms of the Security Agreement, Lender agrees to release its security interest in the Intellectual Property Collateral.

AGREEMENT

Now therefore, in consideration of the premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged:

- 1) Lender hereby terminates, cancels, discharges and releases its security interest in all of the Intellectual Property Collateral secured by the Security Agreement and reassigns, transfers, conveys, and delivers to Company, without warranty or recourse, all right, title or interest, of Lender in, to or under, the Intellectual Property Collateral.
- 2) Lender acknowledges that this document may be filed along with any other necessary documentation with the United States Patent and Trademark Office, the United States Copyright Office or any other domestic or foreign governmental office to evidence the release granted herein.

LENDER:

TRIPLEPOINT CAPITAL LLC

By: 

Name: Kevin W. Thorne

Title: SVP Compliance & Legal Administration

2755 Sand Hill Road, Suite 150
Menlo Park, CA 94025
T: (650) 233-2107

EXHIBIT I

PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated September 22, 2010 (this "Agreement"), by and between TriplePoint Capital LLC, a Delaware limited liability company, and AGRI-ENERGY, LLC, a Minnesota limited liability company ("Opco").

The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the grantor, which is Opco and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and Opco.

The Parties and Gevo Development, LLC have entered into a Joinder Agreement and First Amendment to Plain English Growth Capital Loan and Security Agreement dated as of the date hereof whereby Opco joined as a borrower to that certain Plain English Growth Capital Loan and Security Agreement dated August 5, 2010 ("Loan Agreement Date") (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest (subject only to Permitted Liens) in the below-defined Intellectual Property Collateral.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST OF PATENTS

You grant to Us a lien upon and continuing security interest in (subject only to Permitted Liens) in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ All registered Intellectual Property listed on Schedules A, B and C hereto, other than any United States intent-to-use trademark applications until such time as a verified statement of use with respect thereto has been filed with the United States Patent and Trademark Office, and
- ⇒ any and all Proceeds of the foregoing (other than any non-cash Proceeds of the Intellectual Property listed on Schedules A, B and C hereto).

You represent and warrant to Us that as of the Loan Agreement Date that Schedules A, B, and C attached hereto set forth any and all Intellectual Property that You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

The security interest that is granted pursuant to this Agreement secures the Secured Obligations whether now existing or arising hereafter. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

Upon the occurrence and during the continuance of an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at the Our reasonable request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and

expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights after the occurrence and during the continuance of an Event of Default.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents that We may reasonably request in writing to perfect Our Lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may reasonably request in writing, and take all further action that may be reasonably necessary to carry out the provisions and purposes of this Agreement or the other Loan Documents to confirm, perfect, preserve and protect the Liens granted to Us under this Agreement or the other Loan Documents.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns permitted under the Loan Agreement.

Our rights and remedies with respect to the Liens granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent to every right, power or remedy provided for herein and the exercise by Us of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION AND VENUE, MUTUAL WAIVER OF JURY TRIAL, AND JUDICIAL REFERENCE APPLICABLE TO THE LOAN AGREEMENT.

8. TERMINATION

Upon the consummation of any sale of the Intellectual Property Collateral to any third party pursuant to a transaction permitted by the Loan Agreement or the other Loan Documents, the Lien granted hereby with respect to the Intellectual Property Collateral shall automatically terminate (but shall attach to the proceeds or products thereof to the extent such proceeds are part of the Intellectual Property Collateral or other Collateral) and We shall at the request and at the expense of You, provide evidence of such termination. Immediately upon the date that the Secured Obligations (other than unasserted contingent indemnification Secured Obligations) have been paid in full in Cash, (a) all of Your obligations under this Agreement, shall, without any other action, consent or notice, automatically terminate, and (b) We shall deliver to You the Intellectual Property Collateral subject to this Agreement and all instruments of assignment executed in connection therewith, if any, free and clear of the Liens hereof and, except as otherwise expressly provided herein, all of Your obligations (including, without limitation, the Secured Obligations) hereunder shall at such time automatically terminate. On and after the date that the Secured Obligations (other than contingent indemnification Secured Obligations) are paid in full, We will promptly execute release or other documents and We will file or authorize the filing of appropriate termination statements or other documents to terminate and reasonably evidence termination of such Lien, including UCC termination statements, releases for filing with the United States Patent and Trademark Office

Plain English Intellectual Property Security Agreement (Agri-Energy, LLC) 2

and/or U.S. Copyright Office and other documents, agreements and instruments as may be necessary or as You or We may from time to time reasonably request in connection with the release of the Liens and claims granted.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. This Agreement may be executed and delivered by facsimile or transmitted electronically in either Tagged Image Format Files ("TIFF") or Portable Document Format ("PDF") and, upon such delivery, the facsimile, TIFF or PDF signature, as applicable, will be deemed to have the same effect as if the original signature had been delivered to the other party.

(Signature Page to Follow)



TRIPLEPOINT
CAPITAL

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: AGRI-ENERGY, LLC.
a Minnesota limited liability company

Signature: *David Glassner*

Print Name: David Glassner

Title: President

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

To Plain English Intellectual Property Security Agreement
by and between Agri-Energy, LLC, as You (Grantor),
and TriplePoint Capital LLC, as Us (Grantee)

PATENTS; PATENT APPLICATIONS

PATENTS		
Patent Name	Filing Date	Patent Number
None		

PATENT APPLICATIONS		
Name	Application Date	Application Number
None		

SCHEDULE B

To Plain English Intellectual Property Security Agreement
by and between Agri-Energy, LLC, as You (Grantor),
and TriplePoint Capital LLC, as Us (Grantee)

TRADEMARKS; TRADEMARK APPLICATIONS

TRADEMARKS		
Mark	Registration Date	Registration Number
AGRI-ENERGY	April 15, 2008	3413780

TRADEMARK APPLICATIONS		
Mark	Application Date	Application Number
None		

SCHEDULE C
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
by and between Agri-Energy, LLC, as You (Grantor),
and TriplePoint Capital LLC, as Us (Grantee)

COPYRIGHTS, COPYRIGHT APPLICATIONS

COPYRIGHTS		
Title	Registration Date	Registration Number
None		

COPYRIGHT APPLICATIONS		
Mark	Application Date	Application Number
None		

EXHIBIT 2

TO: GARY ROSENBAUM COMPANY: MCDERMOTT WILL & EMERY LLP

UNITED STATES PATENT AND
TRADEMARK OFFICE

Facsimile Transmission

To: Name: GARY ROSENBAUM
Company: MCDERMOTT WILL & EMERY LLP
Fax Number: 13102774730
Voice Phone:

From: Name: ASSIGNMENT RECORDATION SERVICES
Voice Phone: 571-272-3350

37 C.F.R. 1.6 sets forth the types of correspondence that can be communicated to the Patent and Trademark Office via facsimile transmissions. Applicants are advised to use the certificate of facsimile transmission procedures when submitting a reply to a non-final or final Office action by facsimile (37 CFR 1.8(a)).

Fax Notes:

Pg#	Description
1	Cover Page
2	<Description not available>
4	Batch 2340534 Document 1

USPTO ASSIGNMENT SYSTEM PROCESSING

Date and time of transmission: Sunday, December 19, 2010 6:41:30 AM
Number of pages including this cover sheet: 05

TRADEMARK
REEL: 005893 FRAME: 0664

TO: GARY ROSENBAUM COMPANY: MCDERMOTT WILL & EMERY LLP



UNITED STATES PATENT AND TRADEMARK OFFICE

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

DECEMBER 10, 2010

PTAS

 GARY ROSENBAUM
 MCDERMOTT WILL & EMERY LLP
 2049 CENTURY PARK EAST, SUITE 3800
 LOS ANGELES, CA 90067


900177104

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

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM 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 EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 11/10/2010

 REEL/FRAME: 004412/0437
 NUMBER OF PAGES: 9

 BRIEF: SECURITY INTEREST
 DOCKET NUMBER: 082853-0036

ASSIGNOR:

AGRI-ENERGY, LLC (AS GRANTOR)

 DOC DATE: 09/22/2010
 CITIZENSHIP: MINNESOTA
 ENTITY: LIMITED LIABILITY
 COMPANY

ASSIGNEE:

 TRIPLEPOINT CAPITAL LLC (AS
 GRANTEE)
 2755 SAND HILL ROAD, SUITE 150
 ATTN: LEGAL DEPARTMENT
 MENLO PARK, CALIFORNIA 94025

 CITIZENSHIP: DELAWARE
 ENTITY: LIMITED LIABILITY
 COMPANY

TO: GARY ROSENBAUM COMPANY: MCDERMOTT WILL & EMERY LLP

004412/0437 PAGE 2

SERIAL NUMBER: 78872362
REGISTRATION NUMBER: 3413780FILING DATE: 04/28/2006
ISSUE DATE: 04/15/2008MARK: AGRI-ENERGY
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORMMARY BENTON, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

TO: GARY ROSENBAUM COMPANY: MCDERMOTT WILL & EMERY LLP

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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11/10/2010
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AGRI-ENERGY, LLC (AS GRANTOR)		09/22/2010	LIMITED LIABILITY COMPANY: MINNESOTA
RECEIVING PARTY DATA			
Name:	TRIPLEPOINT CAPITAL LLC (AS GRANTEE)		
Street Address:	2755 SAND HILL ROAD, SUITE 150		
Internal Address:	ATTN: LEGAL DEPARTMENT		
City:	MENLO PARK		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3413780	AGRI-ENERGY	
CORRESPONDENCE DATA			
Fax Number:	(310)277-4730		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(310) 284-8133		
Email:	jstrown@mwe.com		
Correspondent Name:	GARY ROSENBAUM		
Address Line 1:	MCDERMOTT WILL & EMERY LLP		
Address Line 2:	2049 CENTURY PARK EAST, SUITE 3800		
Address Line 4:	LOS ANGELES, CALIFORNIA 90087		
ATTORNEY DOCKET NUMBER:	082853-0038		
NAME OF SUBMITTER:	Gary Rosenbaum		
Signature:	/Gary Rosenbaum/		

CH 340.00 3413780

TO: GARY ROSENBAUM COMPANY: MCDERMOTT WILL & EMERY LLP

Date:

11/10/2010

Total Attachments: 7

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