# OP \$315.00 85461358

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM619083

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

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WILMINGTON SAVINGS FUND SOCIETY, FSB, AS COLLATERAL TRUSTEE		12/31/2020	FEDERAL SAVINGS BANK: UNITED STATES

## **RECEIVING PARTY DATA**

Name:	Gevo, Inc.	
Street Address:	345 Inverness Drive South	
Internal Address:	Building C, Suite 310	
City:	Englewood	
State/Country:	COLORADO	
Postal Code:	80112	
Entity Type:	Corporation: DELAWARE	
Name:	GEVO DEVELOPMENT, LLC	
Street Address:	345 Inverness Drive South	
Internal Address:	Building C, Suite 310	
City:	Englewood	
State/Country:	COLORADO	
Postal Code:	80112	
Entity Type:	Limited Liability Company: DELAWARE	
Name:	AGRI-ENERGY, LLC	
Street Address:	345 Inverness Drive South	
Internal Address:	Building C, Suite 310	
City:	Englewood	
State/Country:	COLORADO	
Postal Code:	80112	
Entity Type:	Limited Liability Company: MINNESOTA	

## **PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Serial Number:	85461358	IDGS
Serial Number:	85595198	POWERED BY GEVO
Serial Number:	85971366	PREMIUM FLEX FUEL

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

#### CORRESPONDENCE DATA

**Fax Number:** 3032912400

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:** 3032912300

**Email:** pctrademarks@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:	120079.0009	
NAME OF SUBMITTER:	Alexander J.A. Garcia, Perkins Coie LLP	
SIGNATURE:	/Alexander Garcia/	
DATE SIGNED:	01/07/2021	

#### **Total Attachments: 4**

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TRADEMARK REEL: 007158 FRAME: 0135

#### RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This Release of Security Interest in Trademark Rights (this "Release") is made as of December 31, 2020, and granted by WILMINGTON SAVINGS FUND SOCIETY, FSB (the "Collateral Trustee"), in its capacity as collateral trustee pursuant to that certain Pledge and Security Agreement dated as of January 10, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") by and among GEVO, INC., a Delaware corporation (the "Company"), GEVO DEVELOPMENT, LLC, a Delaware limited liability company ("Development"), AGRI-ENERGY, LLC, a Minnesota limited liability company ("Agri" and together with the Company and Development, collectively, the "Grantor") and the Collateral Trustee. Capitalized terms used herein have the meanings attributed thereto in the Pledge and Security Agreement unless otherwise defined herein.

WHEREAS, pursuant to the Pledge and Security Agreement, a security interest (the "<u>Security Interest</u>") was granted by the Grantor to the Collateral Trustee in the Collateral, including the Trademark Collateral (as defined in the Trademark Security Agreements (hereinafter defined));

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of June 6, 2014 which was recorded with the United States Patent and Trademark Office on June 10, 2014 on Reel 5299 Frame 0811, that certain Trademark Security Agreement, dated as of June 20, 2017 which was recorded with the United States Patent and Trademark Office on June 21, 2017 on Reel 6088 Frame 0736, and that certain Trademark Security Agreement, dated as of January 10, 2020 which was recorded with the United States Patent and Trademark Office on January 14, 2020 on Reel 6837 Frame 0703, each by and among the Grantor and the Collateral Trustee (collectively, the "Trademark Security Agreements"), in each case, the Grantor pledged to the Collateral Trustee, 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 Trademark Collateral; and

**WHEREAS**, the Collateral Trustee now desires to terminate and release the entirety of its Security Interest in and lien on the Trademark Collateral.

**NOW, THEREFORE**, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Pledge and Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Collateral Trustee hereby states as follows:

- 1. <u>Definitions</u>. The term "Trademark Collateral" shall have the meaning provided by reference in the Trademark Security Agreements, and shall include, without limitation, all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Trademarks listed on <u>Schedule I</u> hereto.
- 2. <u>Release of Security Interest</u>. The Collateral Trustee hereby terminates the Trademark Security Agreements and hereby terminates, cancels, discharges and releases its Security Interest in and any lien upon the Trademark Collateral, in each case without warranty or recourse.
- 3. <u>Further Assurances.</u> The Collateral Trustee shall take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Release, in each case at the Grantor's sole expense.

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4. <u>Governing Law.</u> This Release shall be construed in accordance with and governed by the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Trustee has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

WILMINGTON SAVINGS FUND SOCIETY, FSB, as Collateral Trustee

Ву:

Name: Geoffrey J. Lewis Title: Vice President

# SCHEDULE I

# U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Application No.	Registration No.	Mark
77616476	3832593	GEVO INTEGRATED
		FERMENTATION
		TECHNOLOGY
78872362	3413780	AGRI-ENERGY
85461358		IDGS
85595198		POWERED BY GEVO
85971366		PREMIUM FLEX FUEL
85971373		GEVO PREMIUM FLEX
		FUEL

Application No.	Registration No.	Mark
77616476	3832593	GEVO INTEGRATED
		FERMENTATION
		TECHNOLOGY
77693082	3948331	GEVO
77979861	3945947	GEVO
85971373		GEVO PREMIUM FLEX
		FUEL

Application No.	Registration No.	Mark
77/616,509	3,920,294	GIFT
77/693,025	3,948,330	GEVO
85/009,958	3,999,250	Gevo (design)
77/979,860	3,945,946	GEVO

Non-U.S. Trademarks & Applications

Country	Application No.	Registration No.	Mark
CA	1,450,750	TMA789,785	GEVO
EP	008551541	008551541	GEVO
EP	009316498	009316498	Gevo (design)
BR	830718087	830718087	Gevo (design)
BR	830718060	830718060	Gevo (design)
BR	830718052	830718052	Gevo (design)
BR	830718079	830718079	Gevo (design)
BR	901959952	901959952	GEVO
BR	901959979	901959979	GEVO
BR	901960136	901960136	GEVO
BR	901960020	901960020	GEVO
MX	1,258,949	1340638	IDGS
MX	1,258,951	1302912	IDGS
MX	1,258,953	1302913	IDGS

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**RECORDED: 01/07/2021** 

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