

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718166

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VENTURE LENDING & LEASING VII, INC.		03/11/2021	Corporation: MARYLAND
VENTURE LENDING & LEASING VIII, INC.		03/11/2021	Corporation: MARYLAND

RECEIVING PARTY DATA

Name:	LANZATECH NEW ZEALAND LIMITED
Street Address:	24 Balfour Rd.
City:	Parnell, Auckland
State/Country:	NEW ZEALAND
Postal Code:	1052
Entity Type:	Company: NEW ZEALAND

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5661681	LANZATECH GTS GAS TESTING STATION
Registration Number:	5661680	LANZATECH GTS GAS TESTING STATION
Registration Number:	4968989	
Registration Number:	4968988	FREEDOM PINES BIOREFINERY
Registration Number:	4964787	FREEDOM PINES
Registration Number:	4107712	
Registration Number:	4107711	LANZATECH
Registration Number:	4107710	LANZATECH
Registration Number:	5036725	CAPTURING CARBON. FUELING GROWTH.

CORRESPONDENCE DATA

Fax Number:

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: 3123600080
 Email: tmdocket@gbclaw.net
 Correspondent Name: Greer, Burns & Crain
 Address Line 1: 300 S WACKER DR

OP \$240.00 5661681

Address Line 2: Suite 2500
Address Line 4: CHICAGO, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 6939.145214

NAME OF SUBMITTER: Tracy L. Zawaski

SIGNATURE: /Tracy L. Zawaski/

DATE SIGNED: 03/31/2022

Total Attachments: 3

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VENTURE LENDING & LEASING VII, INC.
VENTURE LENDING & LEASING VIII, INC.
104 La Mesa Drive, Suite 102
Portola Valley, CA 94028

March 11, 2021

LanzaTech New Zealand Limited
LanzaTech, Inc.
LanzaTech Freedom Pines Biorefinery LLC
LanzaTech Hong Kong Limited
LanzaTech Private Limited
LanzaTech UK Limited
8045 Lamon Avenue Suite 400
Skokie, IL 60077

Ladies and Gentlemen:

LanzaTech New Zealand Limited, LanzaTech, Inc., LanzaTech Freedom Pines Biorefinery LLC, LanzaTech Hong Kong Limited, LanzaTech Private Limited and LanzaTech UK Limited (each individually, a “**Borrower**” and collectively, “**Borrowers**”), has paid in full all indebtedness under that certain Loan and Security Agreements, dated as of November 14, 2016, between Borrowers and Venture Lending & Leasing VII, Inc., and Venture Lending & Leasing VIII, Inc. (each of VLL7 and VLL8, as “**Lender**”), as supplemented by the Supplements thereto of even date therewith (as so supplemented, the “**Loan Agreements**”; the terms defined therein and not otherwise defined herein being used herein as therein defined).

In connection therewith, Lender acknowledges and agrees that:

- (1) all of Borrowers’ outstanding debts, liabilities and obligations to Lender under the Loan Agreements and any other related loan and collateral security documents that may have been executed by Borrowers (collectively, the “**Loan Documents**”; provided, however, “Loan Documents” shall not include any warrant instrument issued by Borrowers to Lender’s parent company or any other equity securities of Borrowers acquired by Lender’s parent company) have been satisfied in full and all Persons obligated therefor, whether by guaranty or otherwise, have been released from all liability therefor and Borrowers has been released and discharged from any and all obligations, covenants and Agreements under the Loan Documents without further action from any Person;
- (2) the Commitment to make Loans under the Loan Agreements, to the extent not previously expired, shall hereby be terminated and be of no further force or effect, Lender shall hereby be released from any and all obligations, covenants

and Agreements under the Loan Documents, and Lender shall not have any further obligation to make any Loans under the Loan Agreements;

(3) all Liens of any kind, nature, or description, whenever and however arising, which Lender may have on any of the assets and property, real or personal, tangible or intangible, of Borrowers; and any of its Subsidiaries granted in favor of Lender, including, without limitation, Liens created by, arising under, or granted to Lender pursuant to the Loan Documents, shall hereby automatically terminate and be satisfied and released;

(4) all Collateral pledged under the Loan Documents (including stock certificates, related stock powers, promissory notes, instruments and chattel paper) that remains in the possession of Lender shall be returned to Borrowers;

(5) Borrowers and its attorneys and designees shall hereby be authorized to file such necessary and appropriate UCC termination statements and such other releases, discharges and instruments necessary or appropriate to effect such release, and to record release of liens in patents, trademarks and copyrights for filing in the applicable filing and recording offices; and

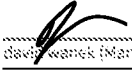
(6) Lender shall deliver notices to terminate any control Agreements (including, without limitation, deposit and securities account control agreements) relating to any assets and property in which Borrowers has granted a security interest or lien under any of the Loan Documents.

This letter shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of California, without regard to conflict of laws principles. This letter may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any party may execute this letter by facsimile signature or scanned signature in PDF (or like) format, and any such facsimile signature or scanned signature shall be deemed an original signature and each of the parties is hereby authorized to rely thereon.

Notwithstanding anything to the contrary set forth in this letter: (i) those obligations, liabilities, covenants and terms that are expressly specified in any Loan Document as surviving that respective Agreements' termination, including without limitation, Borrowers' indemnity obligations set forth in the Loan Agreements, shall continue to survive notwithstanding anything to the contrary set forth herein; and (ii) nothing set forth herein shall affect or be deemed to affect those obligations, liabilities, covenants and terms set forth in any warrant instrument issued to Lender's parent company or set forth in any other equity securities of Borrowers acquired by Lender's parent company.

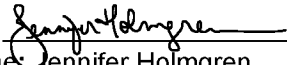
Very truly yours,

VENTURE LENDING & LEASING VII, INC.
VENTURE LENDING & LEASING VIII, INC.
both as Lender

By: 
Name: David Wanek
Title: President

Acknowledged and agreed as of the date first written above:

LANZATECH NEW ZEALAND LIMITED
LANZATECH, INC.
LANZATECH FREEDOM PINES BIOREFINERY LLC
LANZATECH HONG KONG LIMITED
LANZATECH PRIVATE LIMITED
LANZATECH UK LIMITED
as Borrowers

By: 
Name: Jennifer Holmgren
Title: CEO