

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM306896

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	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

<b>Name:</b>	WB GEVO, LTD., AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	3033 EXCELSIOR BLVD., SUITE 300
<b>City:</b>	MINNEAPOLIS
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55416
<b>Entity Type:</b>	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

*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

TRADEMARK

**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:** 29970/4

**NAME OF SUBMITTER:** Mark S. Leonardo

**SIGNATURE:** /Mark S. Leonardo/

**DATE SIGNED:** 06/06/2014

**Total Attachments: 7**

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## 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.

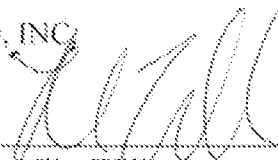
This Agreement shall amend, restate and replace the Existing Trademark Security Agreement. It is the intention of each of the parties hereto that the Existing Trademark Security Agreement be amended and restated so as to preserve the perfection and priority of all security interests granted pursuant 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.

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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

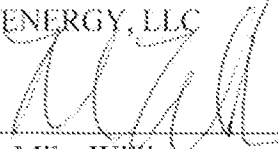
GEVO, INC.

By:   
Name: Mike Willis  
Title: Chief Financial Officer

GEVO DEVELOPMENT, LLC

By:   
Name: Mike Willis  
Title: Chief Financial Officer

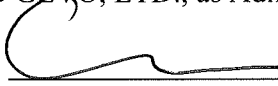
AGRI-ENERGY, LLC

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: 005297 FRAME: 0776**

**SCHEDULE A**

**Trademarks**

**AGRI-ENERGY, LLC**

Serial Number.	Reg. Number	Word Mark
11/383,743 <sup>1</sup>	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)

<sup>1</sup> 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