

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307171

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GEVO, INC.		06/06/2014	CORPORATION: DELAWARE
GEVO DEVELOPMENT, LLC		06/06/2014	CORPORATION: DELAWARE
AGRI-ENERGY, LLC		06/06/2014	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB, AS COLLATERAL TRUSTEE		
Street Address:	500 DELAWARE AVENUE, 11TH FLOOR		
City:	WILMINGTON		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	FEDERAL SAVINGS BANK: UNITED STATES		
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		
TRADEMARK			

CH \$315.00 3413780

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: 29970/4

NAME OF SUBMITTER: Mark S. Leonardo

SIGNATURE: /Mark S. Leonardo/

DATE SIGNED: 06/10/2014

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of June 6, 2014, is among each of the undersigned (each, a “Grantor” and collectively, the “Grantors”), and Wilmington Savings Fund Society, FSB, as collateral trustee (in such capacity, the “Collateral Trustee”) for the Holders of the Notes (together with the Collateral Trustee and Trustee, the “Secured Parties”).

WITNESSETH:

A. The Grantors, Wilmington Savings Fund Society, FSB, as trustee, and the Collateral Trustee are entering into an Indenture dated as of June 6, 2014 (as it may be amended, restated, supplemented, or modified from time to time, the “Indenture”).

B. In order to induce the Holders to acquire the Notes issued pursuant to the Indenture, the Grantors and the Collateral Trustee are entering into a Pledge and Security Agreement dated as of June 6, 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 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 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 Collateral Trustee 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 Indenture) shall occur and be continuing, the right to exercise its remedies under, among other agreements, the Indenture and the Security Agreement and the other Indenture Documents (as defined in the Indenture), 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 Indenture, the Security Agreement and the other Indenture 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 Collateral Trustee, 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 Collateral Trustee, 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 Collateral Trustee 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

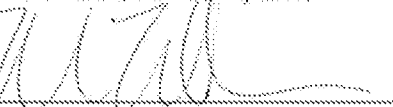
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS

GEVO, INC.

By: 
Name: Mike Willis
Title: 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 Trademark Security Agreement]

COLLATERAL TRUSTEE

WILMINGTON SAVINGS FUND SOCIETY, FSB, as
Collateral Trustee

By: 
Name: Kristin L. Moore
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE A

Attached.

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