

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AmbroZea, Inc.	04/20/2012
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
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11383748
CORRESPONDENCE DATA	
Fax Number:	(202)842-7899
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Cooley Godward Kronish LLP
Address Line 1:	777 6th Street, NW
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001
ATTORNEY DOCKET NUMBER:	GEVO-080/03US 310142-
NAME OF SUBMITTER:	Angie S. Mah
Total Attachments: 3 source=AmbroZea_Inc_GEVO_Assignment#page1.tif source=AmbroZea_Inc_GEVO_Assignment#page2.tif source=AmbroZea_Inc_GEVO_Assignment#page3.tif	

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CORPORATE TO CORPORATE ASSIGNMENT

Docket Number: 33781-701

WHEREAS, AmbroZea, Inc. (hereinafter "Assignor"), owns the entire right, title and interest in and to the inventions disclosed in the Application(s), and in and to all embodiments of the inventions, heretofore conceived, made or discovered (collectively hereinafter referred to as "Inventions") entitled:

Compositions and Methods for Producing Fermentation Products and Residuals

☒ for which Application No. 12/904,947 was filed on October 14, 2010 in the United States Patent and Trademark Office;

☒ for which Application No. 13/095,255 was filed on April 27, 2011 in the United States Patent and Trademark Office; and

☒ for which an application was filed in the United States Patent and Trademark Office upon which a United States Patent issued on December 18, 2007, as U.S. Patent No. 7,309,602; and

☒ for which Application Nos. See attached Schedule A were filed in the United States Patent and Trademark Office;

(hereinafter "Application(s)");

WHEREAS, GEVO, Inc., a corporation of the State of Delaware, having a place of business at 345 Inverness Drive South, Building C, Ste 310, Englewood, CO 80112, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Inventions, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by the inventor(s) of said Inventions, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States;

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignor to have been received in full from said Assignee:

1. Said Assignor does hereby sell, assign, transfer and convey unto said Assignee its entire right, title and interest (a) in and to said Inventions and said Applications, including the right to claim priority to said Inventions and said Applications; (b) in and to all rights to all United States patent applications and Patent(s), including those filed under the Patent Cooperation Treaty, or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s).

2. Said Assignor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed. Such cooperation by the Assignor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by the parties (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, infringement actions and court actions.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon the Assignor, its successors, assigns and other legal representatives.

4. Said Assignor hereby warrants and represents that the Assignor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Assignor hereby requests that any Patent(s) be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

6. ALL RIGHTS GRANTED HEREIN ARE GRANTED "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, AND ASSIGNOR HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR AN INTENDED PURPOSE AND NON-INFRINGEMENT. ASSIGNOR MAKES NO, AND HEREBY DISCLAIMS ANY, REPRESENTATION OR WARRANTY OF ANY KIND THAT ASSIGNEE MAY PRACTICE ANY OF THE INVENTIONS DISCLOSED IN THE PATENTS WITHOUT INFRINGING UPON ANY PATENT OF ANY THIRD PARTY. ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION AS TO THE VALIDITY OR SCOPE OF ANY PATENT OR ANY WARRANTY OR REPRESENTATION THAT ANY MANUFACTURE, USE, IMPORTATION, OFFER FOR SALE OR SALE OF ANY PRODUCT OR SERVICE WILL BE FREE FROM INFRINGEMENT OF ANY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY.

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7. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Assignor has executed and delivered this instrument to said Assignee as of the date written below.

Date: 4/20/12

ASSIGNOR

By: 

Name: Stephen A. Schneider

Title: President & CEO of AmbroZea, Inc.

RECEIVED AND AGREED TO BY:

Date: 4/20/12

ASSIGNEE

By: 

Name: Brett Lund

Title: Ext. General Counsel, and SecretarySS 4/20/12
BL 4/20/12

SCHEDULE A

APPLICATION (PUBLICATION) NUMBER	FILING (PUBLICATION) DATE	STATUS
60/744,833	04/13/2006	Expired
60/797,431	05/03/2006	Expired
60/863,556	10/30/2006	Expired
11/383,743 (2007/0243235)	05/16/2006 (10/18/2007)	Abandoned
11/383,750 (2007/0244719)	05/16/2006 (10/18/2007)	Abandoned
11/680,685 (2007/0275438)	03/01/2007 (11/29/2007)	Abandoned
PCT/US2007/066024 (WO2007/121100)	04/05/2007 (10/25/2007)	30 Month Done
11/795,659 (2009/0291469)	01/30/2008 (11/26/2009)	Abandoned
12/209,127 (2009/0006280)	09/11/2008 (01/01/2009)	Abandoned
12/240,864 (2009/0239270)	09/29/2008 (09/24/2009)	Abandoned
12/408,647 (2009/0274659)	03/20/2009 (11/05/2009)	Abandoned

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