## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT2654104

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
GEVO, INC. (AS GRANTOR)	12/11/2013

## **RECEIVING PARTY DATA**

Name:	TRIPLEPOINT CAPITAL LLC (AS GRANTEE)	
Street Address:	2755 SAND HILL ROAD, SUITE 150	
City:	MENLO PARK	
State/Country:	CALIFORNIA	
Postal Code:	94025	

#### PROPERTY NUMBERS Total: 58

Property Type	Number
Application Number:	11383743
Application Number:	11383748
Application Number:	11383750
Application Number:	11680685
Application Number:	11795659
Application Number:	11881748
Application Number:	11949724
Application Number:	11963542
Application Number:	12106173
Application Number:	12209127
Application Number:	12240864
Application Number:	12263436
Application Number:	12263442
Application Number:	12327723
Application Number:	12342992
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REEL: 031847 FRAME: 0342

Application Number:	12343375
Application Number:	12371557
Application Number:	12408647
Application Number:	12610784
Application Number:	12696645
Application Number:	12711919
Application Number:	12820505
Application Number:	12824050
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Application Number:	12899285
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Application Number:	12953884
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Application Number:	13077170
Application Number:	13095255
Application Number:	13103812
Application Number:	13141648
Application Number:	13176452
Application Number:	13228342
Application Number:	13229438
Application Number:	13246693
Application Number:	13246718
Application Number:	13267771
Application Number:	13269457
Application Number:	13269937
Application Number:	13271084
Application Number:	13279166
Application Number:	13286741
Application Number:	13344460
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Application Number:	13528106
Application Number:	13557066
Application Number:	13586599
Application Number:	13667721
Application Number:	13859903
Application Number:	13902119
Application Number:	13907394

#### **CORRESPONDENCE DATA**

Fax Number: (310)277-4730 Phone: (310) 284-6133

JSBROWN@MWE.COM Email:

Correspondence will be sent via US Mail when the email attempt is unsuccessful.

Correspondent Name: GARY B. ROSENBAUM

Address Line 1: MCDERMOTT WILL & EMERY LLP

Address Line 2: 2049 CENTURY PARK EAST, SUITE 3800 Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	082853-0036
NAME OF SUBMITTER:	GARY B. ROSENBAUM
Signature:	/Gary B. Rosenbaum/
Date:	12/18/2013

#### Total Attachments: 16

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#### PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated December 11, 2013 (this "Agreement"), by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company, and GEVO, INC., a Delaware corporation ("Gevo").

The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "Your" or "Your" refers to the grantor, which is Gevo and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and Gevo.

The Parties have entered into that certain Fourth Amendment to Plain English Security Agreement dated as of the date hereof (the "Fourth Amendment"), and it is a condition to the effectiveness of the Fourth Amendment that Gevo grant to Us a lien on and a security interest (subject only to Permitted Liens) in the below-defined Intellectual Property Collateral.

In consideration for the mutual covenants and agreements contained in the Fourth Amendment and the Guaranty (as defined below) and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

#### 1. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

You grant to Us a lien upon and continuing security interest in (subject only to Permitted Liens) all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ All registered Intellectual Property listed on **Schedules A**, **B** and **C** hereto, other than any intent-to-use trademark applications unless and until a statement of use or amendment to allege use is filed and accepted by the United States Patent and Trademark Office or any other filing is made or circumstances otherwise change so that the interests of Gevo in such trademarks are no longer on an "intent-to-use" basis, at which time such trademarks shall automatically and without further action by the parties be subject to the security interest granted by Gevo to Us hereunder, and
- ⇒ any and all Proceeds of the foregoing. Notwithstanding anything contained in this Agreement to the contrary, the term "Intellectual Property Collateral" shall not include any assets or property that are excluded from the definition of Collateral by operation of the last paragraph of Section 2 of the Security Agreement.

You represent and warrant to Us that, as of the date hereof, Schedules A, B, and C attached hereto set forth any and all Intellectual Property that You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

#### 2. LOAN AGREEMENT

The security interest that is granted pursuant to this Agreement secures the Secured Obligations whether now existing or arising hereafter. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in that certain Plain English Continuing Guaranty dated as of September 22, 2010, between You and Us, as amended by that certain Reaffirmation and Consent of Guarantor and First Amendment to Plain English Continuing Guaranty dated as of September 22, 2010, between You and Us (as may be further amended, modified, revised, supplemented, extended, restated or replaced from time to time, collectively, the "Guaranty").

#### 3. OUR RIGHT TO SUE

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Upon the occurrence and during the continuance of an Event of Default, subject to the terms of the Plain English Security Agreement by and between Us and You dated as of September 22, 2010 (as may be further amended, modified, revised, supplemented, extended, restated or replaced from time to time, the "Security Agreement") and the Guaranty, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at the Our reasonable request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorneys' fees, related to Our exercise of the above mentioned rights after the occurrence and during the continuance of an Event of Default.

#### 4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents that We may reasonably request in writing to perfect Our Lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may reasonably request in writing, and take all further action that may be reasonably necessary to carry out the provisions and purposes of this Agreement, the Security Agreement or the other Loan Documents to confirm, perfect, preserve and protect the Liens granted to Us under this Agreement, the Security Agreement or the other Loan Documents. Anything contained herein to the contrary notwithstanding, You shall only be required to make filings at the United States Patent and Trademark Office or United States Copyright Office that are necessary to perfect Our security interest in and to Intellectual Property Collateral and shall not be required to take perfection steps, or make filings, in jurisdictions outside of the United States with respect to Intellectual Property Collateral.

#### 5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties.

#### 6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns permitted under the Loan Agreement.

Our rights and remedies with respect to the Liens granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent to every right, power or remedy provided for herein and the exercise by Us of any one or more of the rights, powers or remedies provided for in this Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

#### 7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION AND VENUE, MUTUAL WAIVER OF JURY TRIAL, AND JUDICIAL REFERENCE APPLICABLE TO THE LOAN AGREEMENT.

#### 8. TERMINATION

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Upon the consummation of any sale of the Intellectual Property Collateral to any third party pursuant to a transaction permitted by the Security Agreement or the other Loan Documents, the Lien granted hereby with respect to the Intellectual Property Collateral shall automatically terminate (but shall attach to the proceeds or products thereof to the extent such proceeds are part of the Intellectual Property Collateral or other Collateral) and We shall at the request and at the expense of You, provide evidence of such termination. Immediately upon the date that the Secured Obligations (other than unasserted contingent indemnification Secured Obligations) have been paid in full in Cash, (a) all of Your obligations under this Agreement, shall, without any other action, consent or notice, automatically terminate, and (b) We shall deliver to You the Intellectual Property Collateral subject to this Agreement and all instruments of assignment executed in connection therewith, if any, free and clear of the Liens hereof and, except as otherwise expressly provided herein, all of Your obligations (including, without limitation, the Secured Obligations) hereunder shall at such time automatically terminate. On and after the date that the Secured Obligations (other than unasserted contingent indemnification Secured Obligations) are paid in full, We will promptly execute release or other documents and We will file or authorize the filing of appropriate termination statements or other documents to terminate and reasonably evidence termination of such Lien, including UCC termination statements, releases for filing with the United States Patent and Trademark Office and/or U.S. Copyright Office and other documents, agreements and instruments as may be necessary or as You or We may from time to time reasonably request in connection with the release of the Liens and claims granted.

This Agreement may be executed and delivered by facsimile or transmitted electronically in either Tagged Image Format Files ("TIFF") or Portable Document Format ("PDF") and, upon such delivery, the facsimile, TIFF or PDF signature, as applicable, will be deemed to have the same effect as if the original signature had been delivered by You to Us.

(Signature Page to Follow)

Plain English Intellectual Property Security Agreement (Gevo, Inc.) DM\_US 46910123-8.082853.0036

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IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You

GEVOLING

Signature:

Print Name:

Brett Lund

Chief Licensing Officer & General Coursel

Title:

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

## SCHEDULE A

## To Plain English Intellectual Property Security Agreement by and between Gevo, Inc., as You (Grantor), and TriplePoint Capital LLC, as Us (Grantee)

## PATENTS; PATENT APPLICATIONS

Application No.	Patent No.	Filing	Publication No.
		Date/Application Date	
	OWNED	BY GEVO	
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	Oct 21, 2011	US 2012/0034666 A1
	Nov 1, 2011	US 2012/0171741 A1
	Nov 22, 2011	US 2012/0064590 A1
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Country/			
Jurisdiction	Application No.	Patent/Registration No.	Publication No.
CA	2430270	1 alchoregistration ivo.	Tubication inc.
CA	2474152		
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CN	11287824		
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ZA	200409529		
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Country/			
Jurisdiction	Application No.	Patent/Registration No.	Publication No.
ZA	200409531		
ZA	200509697		

## **SCHEDULE B**

To Plain English Intellectual Property Security Agreement by and between Gevo, Inc., as You (Grantor), and TriplePoint Capital LLC, as Us (Grantee)

## TRADEMARKS; TRADEMARK APPLICATIONS

<u>TRADEMARKS</u>			
<u>Mark</u>	Registration Date	Registration Number	
GEVO INTEGRATED	August 10, 2010	3,832,593	
FERMENTATION			
TECHNOLOGY			
GIFT	Feb 15, 2011	3,920,294	
Gevo (design)	April 19, 2011	3,948,330	
Gevo (characters)	April 19, 2011	3,948,331	
Gevo (design)	July 19, 2011	3,999,250	
GEVO	April 12, 2011	3,945,946	
Gevo (design)	April 12, 2011	3,945,947	

TRADEMARK APPLICATIONS				
Mark Application Date Application Number				
IDGS	Nov 1, 2011	85/461,358		
POWERED BY GEVO	April 11, 2012	85/595,198		
PREMIUM FLEX FUEL	June 27, 2013	85/971,366		
GEVO PREMIUM FLEX FUEL	June 27, 2013	85/971,373		

## Non-U.S. Trademarks & Applications

<u>TRADEMARKS</u>			
Country	<u>Mark</u>	Registration Date	Registration Number
CA	GEVO	Feb 4, 2011	TMA789,785
BR	GEVO	August 21, 2012	901959952
BR	GEVO	August 21, 2012	901959979
BR	GEVO	August 21, 2012	901960020
BR	GEVO	August 21, 2012	901960136
EP	GEVO	Sept 15, 2009	008551541
EP	GIFT	May 15, 2009	008303539
EP	Gevo (design)	Aug 16, 2010	009316498
MX	IDGS	Aug 9, 2012	1302912
MX	IDGS	Aug 9, 2012	1302913
MX	IDGS	December 19, 2012	1340638

TRADEMARK APPLICATIONS			
Country	<u>Mark</u>	Application Date	Application Number
CA	Gevo (design)	Aug 12, 2010	1,492,049
CA	IDGS	March 16, 2012	1,569,199
BR	Gevo (design)	August 10, 2010	830718087
BR	Gevo (design)	August 10, 2010	830718060
BR	Gevo (design)	August 10, 2010	830718052

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D.D.	G (1 : \	1 10 2010	920719070
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	BR	BR Gevo (design)	BR Gevo (design) August 10, 2010

# SCHEDULE C TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

by and between Gevo, Inc., as You (Grantor), and TriplePoint Capital LLC, as Us (Grantee)

## COPYRIGHTS, COPYRIGHT APPLICATIONS

<u>COPYRIGHTS</u>			
<u>Title</u> <u>Registration Date</u> <u>Registration Number</u>			
Methanotech, Inc.	July 7, 2005	VAu000688983	

COPYRIGHT APPLICATIONS			
Mark Application Date Application Number			

DM\_US 46910123-8.082853.0036

#### LICENSE AGREEMENTS

#### Licenses

License Agreement, by and between the Company and Cargill Incorporated, effective February 19, 2009.

Exclusive License Agreement, by and between the Company and The Regents of the University of California, dated September 6, 2007, as amended.

License Agreement by and between the Company and the California Institute of Technology, dated July 12, 2005, as amended.

Non-Exclusive Research and Development License Agreement, by and between the Company and R. Rogers Yocum, effective October 1, 2008, as amended.

Mayo Foundation For Medical Education and Research Technology License Agreement, by and between the Company and the Mayo Foundation For Medical Education and Research, effective July 26, 2010.

Non-Exclusive Site License for Expression of Polypeptides in Yeast, by and between Washington Research Foundation and the Company, dated May 22, 2008.

License Agreement, by and between the Company and Brookhaven Science Associates, LLC, dated November 30, 2009.

Joint Development Agreement, by and between the Company and LanzaTech New Zealand Ltd., dated November 6, 2008.

SciFinder License Agreement, by and between American Chemical Society (ACS) and the Company, dated August 13, 2007, as amended.

License Agreement, by and between Company and Aspen Technology, Inc., entered into on or around June 4, 2012.

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**RECORDED: 12/18/2013**