

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT2888108

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	AMENDED AND RESTATED PATENT SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	GEVO, INC.	06/05/2014
	GEVO DEVELOPMENT, LLC	06/05/2014
	AGRI-ENERGY, LLC	06/05/2014
RECEIVING PARTY DATA		
Name:	WB GEVO, LTD., AS ADMINISTRATIVE AGENT	
Street Address:	3033 EXCELSIOR BLVD., SUITE 300	
City:	MINNEAPOLIS	
State/Country:	MINNESOTA	
Postal Code:	55416	
PROPERTY NUMBERS Total: 74		
Property Type	Number	
Application Number:	11383743	
Patent Number:	7309602	
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	
Patent Number:	8431374	
Application Number:	12263442	
Patent Number:	8193402	
Patent Number:	8101808	
Patent Number:	8017375	
Application Number:	12371557	
Application Number:	12408647	
Application Number:	12610784	

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Property Type	Number
Application Number:	12696645
Application Number:	12711919
Patent Number:	8455239
Application Number:	12824050
Patent Number:	8232089
Application Number:	12899285
Application Number:	12904947
Patent Number:	8017376
Patent Number:	8450543
Application Number:	13025801
Application Number:	13025805
Patent Number:	8133715
Patent Number:	8158404
Patent Number:	8153415
Application Number:	13095255
Patent Number:	8373012
Application Number:	13141648
Application Number:	13176452
Patent Number:	8071358
Application Number:	13229438
Patent Number:	8273565
Application Number:	13246718
Application Number:	13267771
Application Number:	13269457
Patent Number:	8097440
Application Number:	13271084
Application Number:	13279166
Application Number:	13286741
Patent Number:	8614077
Application Number:	13303884
Patent Number:	8283505
Patent Number:	8304588
Application Number:	13431532
Patent Number:	8378160
Patent Number:	8546627
Patent Number:	8742187
Application Number:	13524949
Application Number:	13528106
Patent Number:	8487149

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Property Type	Number
Application Number:	13561560
Application Number:	13586599
Application Number:	13667721
Application Number:	13701247
Application Number:	13764308
Application Number:	13859903
Application Number:	13902119
Application Number:	13907394
Application Number:	14003534
Application Number:	14031400
Application Number:	14039500
Application Number:	14126606
Application Number:	14131984
Application Number:	14157799
Application Number:	61953501
Application Number:	14254667

CORRESPONDENCE DATA

Fax Number: (617)856-8201

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

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: 9

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AMENDED AND RESTATED PATENT SECURITY AGREEMENT

THIS AMENDED AND RESTATED PATENT 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 Patent 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 Patent Security Agreement dated as of May 9, 2014, by and between the Grantors and Former Agent ("Existing Patent 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 Patent 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 Patent 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 Patent 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 Patents**

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 Patents, including but not limited to the registered Patents 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 "Patent Collateral"). Notwithstanding anything contained in this Agreement to the contrary, "Patent Collateral" shall not include Excluded Property.

SECTION 3. **Security for Obligations**

This Agreement secures, and the Patent 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 Patent 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 Patents 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.

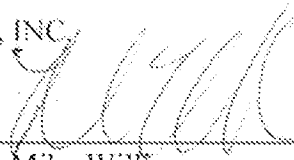
This Agreement shall amend, restate and replace the Existing Patent Security Agreement. It is the intention of each of the parties hereto that the Existing Patent Security Agreement be amended and restated so as to preserve the perfection and priority of all security interests granted pursuant to the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

AGENT

WB GEVO, LTD., as Administrative Agent

By:  _____

Name: Mark Strefling

Title: Director

[Signature Page to Amended and Restated Patent Security Agreement]

SCHEDULE A

Patents

AGRI-ENERGY, LLC

None.

GEVO DEVELOPMENT, LLC

None.

GEVO, INC.

U.S. Patents & Applications

Application No.	Patent No.	Filing Date/Application Date	Publication No.
11/383,743		May 16, 2006	US 2007/0243235 A1
11/383,748	7,309,602	May 16, 2006	US 2007/0243592 A1
11/383,750		May 16, 2006	US 2007/0244719 A1
11/680,685		March 1, 2007	US 2007/0275438 A1
11/795,659		April 5, 2007	US 2009/0291469 A1
11/881,748		July 27, 2007	US 2008/0293101 A1
11/949,724		Dec 3, 2007	US 2009/0155869 A1
11/963,542		Dec 21, 2007	US 2010/0062505 A1
12/106,173		April 18, 2008	US 2008/0293125 A1

Application No.	Patent No.	Filing Date/Application Date	Publication No.
12/209,127		Sept 11, 2008	US 2009/0006280 A1
12/240,864		Sept 29, 2008	US 2009/0239270 A1
12/263,436	8,431,374	Oct 31, 2008	US 2009/0226990 A1
12/263,442		Oct 31, 2008	US 2009/0215137 A1
12/327,723	8,193,402	Dec 3, 2008	US 2009/0299109 A1
12/342,992	8,101,808	Dec 23, 2008	US 2009/0171129 A1
12/343,375	8,017,375	Dec 23, 2008	US 2009/0226991 A1
12/371,557		Feb 13, 2009	US 2009/0246842 A1
12/408,647		Nov 5, 2009	US 2009/0274659 A1
12/610,784		Nov 2, 2009	US 2010/0143997 A1
12/696,645		Jan 29, 2010	US 2011/0183392 A1
12/711,919		Feb 24, 2010	US 2010/0216958 A1
12/820,505	8,455,239	June 22, 2010	US 2011/0020889 A1
12/824,050		June 25, 2010	US 2011/0124068 A1
12/855,276	8,232,089	Aug 12, 2010	US 2011/0076733 A1
12/899,285		Oct 6, 2010	US 2011/0087000 A1
12/904,947		Oct 14, 2010	US 2011/0223284 A1
12/953,884	8,017,376	Nov 24, 2010	US 2011/0183393 A1
12/986,918	8,450,543	Jan 7, 2011	US 2011/0172475 A1
13/025,801		Feb 11, 2011	US 2011/0201090 A1
13/025,805		Feb 11, 2011	US 2011/0201072 A1
13/074,907	8,133,715	March 29, 2011	US 2011/0275129 A1
13/076,284	8,158,404	March 30, 2011	US 2011/0236942 A1
13/077,170	8,153,415	March 31, 2011	US 2011/0201073 A1
13/095,255		April 27, 2011	US 2011/0269185 A1

Application No.	Patent No.	Filing Date/Application Date	Publication No.
13/103,812	8,373,012	May 9, 2011	US 2011/0288352 A1
13/141,648		June 22, 2011	US 2012/0045809 A1
13/176,452		July 5, 2011	US 2011/0287500 A1
13/228,342	8,071,358	Sept 8, 2011	
13/229,438		Sept 9, 2011	US 2011/0318799 A1
13/246,693	8,273,565	Sept 27, 2011	US 2012/0028322 A1
13/246,718		Sept 27, 2011	US 2012/0015417 A1
13/267,771		Oct 6, 2011	US 2012/0028323 A1
13/269,457		Oct 7, 2011	US 2012/0040080 A1
13/269,937	8,097,440	Oct 10, 2011	US 2012/0028324 A1
13/271,084		Oct 11, 2011	US 2012/0058532 A1
13/279,166		Oct 21, 2011	US 2012/0034666 A1
13/286,741		Nov 1, 2011	US 2012/0171741 A1
13/302,775	8,614,077	Nov 22, 2011	US 2012/0064590 A1
13/303,884		Nov 23, 2011	US 2012/0190089 A1
13/344,460	8,283,505	Jan 5, 2012	US 2012/0107890 A1
13/344,464	8,304,588	Jan 5, 2012	US 2012/0107981 A1
13/431,532		March 27, 2012	US 2014/0017748 A1
13/441,459	8,378,160	April 6, 2012	US 2012/0238787 A1
13/441,468	8,546,627	April 6, 2012	US 2012/0259146 A1
13/451,026	8,742,187	April 19, 2012	US 2012/0271082 A1
13/524,949		June 15, 2012	US 2012/0322970 A1
13/528,106		June 20, 2012	US 2012/0288910 A1
13/557,066	8,487,149	July 24, 2012	US 2012/0323055 A1
13/561,560		July 30, 2012	

Application No.	Patent No.	Filing Date/Application Date	Publication No.
13/586,599		Aug 15, 2012	US 2013/0122561 A1
13/667,721		Nov 2, 2012	US 2013/0059370 A1
13/701,247		Nov 30, 2012	US 2013/0302868 A1
13/764,308		Feb 11, 2013	US 2014/0051897 A1
13/859,903		April 10, 2013	US 2013/0273622 A1
13/902,119		May 24, 2013	US 2013/0261323 A1
13/907,394		May 31, 2013	US 2013/0252298 A1
14/003,534		Sept 6, 2013	US 2014/0080188 A1
14/031,400		Sept 19, 2013	
14/039,500		Sept 27, 2013	
14/126,606		Dec 16, 2013	
14/131,984		Jan 10, 2014	
14/157,799		Jan 17, 2014	
61/953,501		March 14, 2014	
14/254,667		April 17, 2014	