

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT3353929

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
GEVO, INC.	05/13/2015
GEVO DEVELOPMENT, LLC	05/13/2015
AGRI-ENERGY, LLC	05/13/2015
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
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	14411832
Application Number:	62114943
Application Number:	62114945
Application Number:	62131652
CORRESPONDENCE DATA	
Fax Number:	(617)856-8201
<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
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:	05/14/2015

Total Attachments: 6

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement"), dated as of May 13, 2015, 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 have entered 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 have entered 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 Patent 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 Patent 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 Patent 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 Patents

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 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 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 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.

IN WITNESS WHEREOF, each Grantor has caused this 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: CFO

GEVO DEVELOPMENT, LLC

By: 

Name: MIKE WILLIS

Title: CFO

AGRI-ENERGY, LLC

By: 

Name: MIKE WILLIS

Title: CFO

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

COLLATERAL TRUSTEE

WILMINGTON SAVINGS FUND SOCIETY, FSB, as
Collateral Trustee

By: 


Name:

Title:

Jason B. Hill
Assistant Vice President

REQUISITE HOLDERS

WB GEVO, LTD.

By: 
Name: **Mark Sireffing**
Title: **General Counsel & Chief Operating Officer
Whitebox Advisors LLC**

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

SCHEDULE A

Application No.	Patent No.	Filing Date/Application Date	Publication No.
US 14/411,832	NA	December 29, 2014	NA
US 62/114,943	NA	February 11, 2015	NA
US 62/114,945	NA	February 11, 2015	NA
US 62/131,652	NA	March 11, 2015	NA