# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5907944

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Execution Date
WILMINGTON SAVINGS FUND SOCIETY, FSB, AS COLLATERAL TRUSTEE	01/10/2020

### **RECEIVING PARTY DATA**

Name:	GEVO, INC.
Street Address:	345 INVERNESS DRIVE, SOUTH BLDG. C
Internal Address:	SUITE 310
City:	ENGLEWOOD
State/Country:	COLORADO
Postal Code:	80112
Name:	AGRI-ENERGY, LLC
Street Address:	502 SOUTH WALNUT AVENUE
City:	LUVERNE
State/Country:	MINNESOTA
Postal Code:	56156
Name:	GEVO DEVELOPMENT, LLC
Street Address:	345 INVERNESS DRIVE, SOUTH BLDG. C
Internal Address:	SUITE 310
City:	ENGLEWOOD
State/Country:	COLORADO
Postal Code:	80112

### **PROPERTY NUMBERS Total: 41**

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PATENT REEL: 051497 FRAME: 0560

505861007

Property Type	Number
Patent Number:	8742187
Patent Number:	8715988
Patent Number:	8614077
Patent Number:	8546627
Patent Number:	8487149
Patent Number:	8455239
Patent Number:	8450543
Patent Number:	8431374
Patent Number:	8373012
Patent Number:	8304588
Patent Number:	8273565
Patent Number:	8232089
Patent Number:	8193402
Patent Number:	8158404
Patent Number:	8153415
Patent Number:	8133715
Patent Number:	8101808
Patent Number:	8097440
Patent Number:	8071358
Patent Number:	8017376
Patent Number:	8017375
Patent Number:	7524664
Patent Number:	7309602
Application Number:	95002227
Application Number:	95002177
Application Number:	95002174
Application Number:	95002159
Application Number:	95001870
Application Number:	95002158
Application Number:	95001735
Application Number:	95001857
Application Number:	90012503
Application Number:	95001998

### **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.

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PATENT

REEL: 051497 FRAME: 0561

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ATTORNEY DOCKET NUMBER:	29970/4
NAME OF SUBMITTER:	MARK S. LEONARDO
SIGNATURE:	/Mark S. Leonardo/
DATE SIGNED:	01/13/2020

### **Total Attachments: 8**

source=Gevo - Patent Security Agreement Release (2017 Indenture) [EXECUTED]#page1.tif source=Gevo - Patent Security Agreement Release (2017 Indenture) [EXECUTED]#page3.tif source=Gevo - Patent Security Agreement Release (2017 Indenture) [EXECUTED]#page4.tif source=Gevo - Patent Security Agreement Release (2017 Indenture) [EXECUTED]#page5.tif source=Gevo - Patent Security Agreement Release (2017 Indenture) [EXECUTED]#page5.tif source=Gevo - Patent Security Agreement Release (2017 Indenture) [EXECUTED]#page6.tif source=Gevo - Patent Security Agreement Release (2017 Indenture) [EXECUTED]#page7.tif source=Gevo - Patent Security Agreement Release (2017 Indenture) [EXECUTED]#page8.tif

#### RELEASE OF SECURITY INTEREST IN PATENT RIGHTS

This Release of Security Interest in Patent Rights (this "Release") is made as of January 10, 2020, and granted by WILMINGTON SAVINGS FUND SOCIETY, FSB (the "Collateral Trustee"), in its capacity as collateral trustee pursuant to that certain Pledge and Security Agreement dated as of June 20, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") by and among GEVO, INC., a Delaware corporation (the "Company"), certain other subsidiaries of the Company (the Company and such subsidiaries, collectively, the "Grantor") and the Collateral Trustee. Capitalized terms used herein have the meanings attributed thereto in the Pledge and Security Agreement unless otherwise defined herein.

WHEREAS, pursuant to the Pledge and Security Agreement, a security interest (the "Security Interest") was granted by the Grantor to the Collateral Trustee in collateral, including the Patent Collateral (as defined in the Patent Security Agreement (hereinafter defined));

WHEREAS, pursuant to the terms and conditions of that certain Patent Security Agreement, dated as of June 20, 2017, which was recorded with the United States Patent and Trademark Office on June 21, 2017 on Reel 042940 Frame 0103, that certain Patent Security Agreement dated August 1, 2017, which was recorded with the United States Patent and Trademark Office on August 1, 2017 on Reel 043158 Frame 0143, that certain Patent Security Agreement dated May 7, 2018, which was recorded with the United States Patent and Trademark Office on May 11, 2018 on Reel 045778 Frame 0597, that certain Patent Security Agreement dated August 7, 2018 which was recorded with the United States Patent and Trademark Office on August 8, 2018 on Reel 046748 Frame 0790, that certain Patent Security Agreement dated October 26, 2018, which was recorded with the United States Patent and Trademark Office on October 30, 2018 on Reel 047355 Frame 0059, that certain Patent Security Agreement dated February 13, 2019, which was recorded with the United States Patent and Trademark Office on February 15, 2019 on Reel 048356 Frame 0428, that certain Patent Security Agreement dated May 15, 2019, which was recorded with the United States Patent and Trademark Office on June 24, 2019 on Reel 049563 Frame 0731, that certain Patent Security Agreement dated August 15, 2019, which was recorded with the United States Patent and Trademark Office on August 20, 2019 on Reel 050106 Frame 0051, that certain Patent Security Agreement dated November 13, 2019, which was recorded with the United States Patent and Trademark Office on November 13, 2019 on Reel 051045 Frame 0471, each by and among the Company, GEVO DEVELOPMENT, LLC, AGRI-ENERGY, LLC and the Collateral Trustee (as each such may have been supplemented from time to time, collectively, the "Patent Security Agreement") the Grantor pledged to the 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 the Patent Collateral; and

WHEREAS, the Collateral Trustee now desires to terminate and release the entirety of its Security Interest in and lien on the Patent Collateral.

**NOW, THEREFORE**, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Patent Collateral pursuant to the Pledge and Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Collateral Trustee hereby states as follows:

- 1. <u>Definitions</u>. The term "Patent Collateral" shall have the meaning provided by reference in the Patent Security Agreement, and shall include, without limitation, all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Patents listed on Schedule I hereto.
- 2. <u>Release of Security Interest.</u> The Collateral Trustee hereby terminates the Patent Security Agreement and hereby terminates, cancels, discharges and releases its Security Interest in and any lien upon

the Patent Collateral, in each case without warranty or recourse. If and to the extent the Collateral Trustee has acquired any right, title or interest in, to or under any of the Grantor's Patents, then the Collateral Trustee hereby assigns, transfers, conveys and delivers such right, title or interest to the Grantor without recourse or warranty.

- 3. <u>Further Assurances.</u> The Collateral Trustee shall take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Release, in each case at the Grantor's sole expense.
- 4. <u>Governing Law.</u> This Release shall be construed in accordance with and governed by the law of the State of New York.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Collateral Trustee has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

WILMINGTON SAVINGS FUND SOCIETY, FSB, as Collateral Trustee

By:

Name: Geoffrey J. Lewis Title: Vice President

REEL: 051497 FRAME: 0565

# **SCHEDULE I**

AGRI-ENERGY, LLC
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None.

## **GEVO DEVELOPMENT, LLC**

None.

# **GEVO, INC.:**

# U.S. Patents and Applications

Title	Application No.	Application Date	Patent No.	Issue Date
YEAST ORGANISM PRODUCING ISOBUTANOL AT A HIGH YIELD	14/482,308	9/10/2014	9,926,577	3/27/2018
METHOD FOR PURIFICATION OF ALCOHOLS	14/411,832	6/28/2013	9,828,317	11/28/2017
YEAST MICROORGANISMS WITH REDUCED BY-PRODUCT ACCUMULATION FOR IMPROVED PRODUCTION OF FUELS, CHEMICALS, AND AMINO ACIDS	14/031,400	9/19/2013	9,506,074	11/29/2016
ISOBUTANOL PRODUCTION USING YEASTS WITH MODIFIED TRANSPORTER EXPRESSION	13/701,247	5/31/2011	9,249,420	2/2/2016
MODIFIED ALCOHOL DEHYDROGENASE FOR THE PRODUCTION OF FUELS AND CHEMICALS	13/025,805	2/11/2011	9,012,189	4/21/2015
RENEWABLE JET FUEL BLENDSTOCK FROM ISOBUTANOL	13/764,308	2/11/2013	8,975,461	3/10/2015
SHADOW FILE: BIOFUEL PRODUCTION BY RECOMBINANT MICROORGANISMS	12/028,727	2/8/2008	8,975,049	3/10/2015
METHODS FOR THE ECONOMICAL PRODUCTION OF BIOFUEL FROM BIOMASS	13/859,903	4/10/2013	8,895,272	11/25/2014

Title	Application No.	Application Date	Patent No.	Issue Date
VARIATIONS ON PRINS-LIKE CHEMISTRY TO PRODUCE 2,5- DIMETHYLHEXADIENE FROM ISOBUTANOL	13/451,026	4/19/2012	8,742,187	6/3/2014
SHADOW FILE: ALKALINE OXIDATION BY MODIFIED HYDROXYLASES	11/697,404	4/6/2007	8,715,988	5/6/2014
RECOVERY OF HIGHER ALCOHOLS FROM DILUTE AQUEOUS SOLUTIONS	13/302,775	11/22/2011	8,614,077	12/24/2013
RENEWABLE COMPOSITIONS	13/441,468	4/6/2012	8,546,627	10/1/2013
RENEWABLE COMPOSITIONS	13/557,066	7/24/2012	8,487,149	7/16/2013
YEAST ORGANISM PRODUCING ISOBUTANOL AT A HIGH YIELD	12/820,505	6/22/2010	8,455,239	6/4/2013
INTEGRATED METHODS OF PREPARING RENEWABLE CHEMICALS	12/986,918	1/7/2011	8,450,543	5/28/2013
METHODS FOR THE ECONOMICAL PRODUCTION OF BIOFUEL FROM BIOMASS	12/263,436	10/31/2008	8,431,374	4/30/2013
RENEWABLE JET FUEL BLENDSTOCK FROM ISOBUTANOL	13/103,812	5/9/2011	8,373,012	2/12/2013
RECOVERY OF HIGHER ALCOHOLS FROM DILUTE AQUEOUS SOLUTIONS	13/344,464	1/5/2012	8,304,588	11/6/2012
METHODS OF INCREASING DIHYDROXY ACID DEHYDRATASE ACTIVITY TO IMPROVE PRODUCTION OF FUELS, CHEMICALS, AND AMINO ACIDS	13/246,693	9/27/2011	8,273,565	9/25/2012
CYTOSOLIC ISOBUTANOL PATHWAY LOCALIZATION FOR THE PRODUCTION OF ISOBUTANOL	12/855,276	8/12/2010	8,232,089	7/31/2012

Title	Analization No.	Application Date	Dotant No.	Ioma Data
	Application No.		Patent No.	Issue Date
INTER PARTES REEXAMINATION OF U.S. PATENT NO.: 8,232,089 ENTITLED: CYTOSOLIC ISOBUTANOL PATHWAY LOCALIZATION FOR THE PRODUCTION OF ISOBUTNANOL	95/002,227	9/14/2012	8,232,089	1/22/2015
RENEWABLE COMPOSITIONS	12/327,723	12/3/2008	8,193,402	6/5/2012
REDUCED BY-PRODUCT ACCUMULATION FOR IMPROVED PRODUCTION OF ISOBUTANOL	13/076,284	3/30/2011	8,158,404	4/17/2012
INTER PARTES REEXAMINATION OF U.S. PATENT NO.: 8,158,404 ENTITLED: REDUCED BY-PRODUCT ACCUMULATION FOR IMPROVED PRODUCTION OF ISOBUTANOL	95/002,177	9/11/2012	8,158,404	2/2/2016
REDUCED BY-PRODUCT ACCUMULATION FOR IMPROVED PRODUCTION OF ISOBUTANOL	13/077,170	3/31/2011	8,153,415	4/10/2012
INTER PARTES REEXAMINATION OF U.S. PATENT NO.: 8,153,415 ENTITLED: REDUCED BY-PRODUCT ACCUMULATION FOR IMPROVED PRODUCTION OF ISOBUTANOL	95/002,174	9/10/2012	8,153,415	5/26/2015
REDUCED BY-PRODUCT ACCUMULATION FOR IMPROVED PRODUCTION OF ISOBUTANOL	13/074,907	3/29/2011	8,133,715	3/13/2012
INTER PARTES RE-EXAMINATION OF U.S. PATENT NO.: 8,133,715 ENTITLED: REDUCED BY-PRODUCT ACCUMULATION FOR IMPROVED PRODUCTION OF ISOBUTANOL	95/002,159	9/7/2012	8,133,715	4/3/2015
RECOVERY OF HIGHER ALCOHOLS FROM DILUTE AQUEOUS SOLUTIONS	12/342,992	12/23/2008	8,101,808	1/24/2012
ENGINEERED MICROORGANISMS CAPABLE OF PRODUCING TARGET COMPOUND UNDER ANAEROBIC CONDITIONS	13/269,937	10/10/2011	8,097,440	1/17/2012
METHODS OF INCREASING DIHYDROXY ACID DEHYDRATASE ACTIVITY TO IMPROVE PRODUCTION OF FUELS,	13/228,342	9/8/2011	8,071,358	12/6/2011

Title	Application No.	Application Date	Patent No.	Issue Date
CHEMICALS, AND AMINO ACIDS				
METHODS OF INCREASING DIHYDROXY ACID DEHYDRATASE ACTIVITY TO IMPROVE PRODUCTION OF FUELS, CHEMICALS, AND AMINO ACIDS	12/953,884	11/24/2010	8,017,376	9/13/2011
REEXAMINATION OF US PATENT NO. 8,017,376 METHODS OF INCREASING DIHYDROXY ACID DEHYDRATASE ACTIVITY TO IMPROVE PRODUCTION OF FUELS, CHEMICALS, AND AMINO ACIDS	95/001,870	1/10/2012	8,017,376	9/29/2015
YEAST ORGANISM PRODUCING ISOBUTANOL AT A HIGH YIELD	12/343,375	12/23/2008	8,017,375	9/13/2011
INTER PARTES REEXAMINATION OF U.S. PATENT NO.: 8,017,375 ENTITLED: REDUCED BY-PRODUCT ACCUMULATION FOR IMPROVED PRODUCTION OF ISOBUTANOL	95/002,158	9/7/2012	8,017,375	8/15/2014
SHADOW FILE: REGIO- AND ENANTIOSELECTIVE ALKANE HYDROXYLATION WITH MODIFIED CYTOCHROME P450	10/869,825	6/15/2004	7,524,664	4/28/2009
COMPOSITIONS AND METHODS FOR PRODUCING FERMENTATION PRODUCTS AND RESIDUALS	11/383,748	5/16/2006	7,309,602	12/18/2007
INTER PARTES RE-EXAMINATION OF PATENT NO. 7,993,889 ENTITLED: FERMENTIVE PRODUCTION OF FOUR CARBON ALCOHOLS	95/001,735	9/1/2011	N/A	N/A
INTER PARTES RE-EXAMINATION OF PATENT NO. 7,851,188 ENTITLED: FERMENTIVE PRODUCTION OF FOUR CARBON ALCOHOLS	95/001,857	12/19/2011	N/A	N/A
EX PARTE RE-EXAMINATION OF Claim 13 of PATENT NO. 7,993,889 ENTITLED: FERMENTIVE PRODUCTION OF FOUR CARBON ALCOHOLS	90/012,503	9/12/2012	N/A	N/A

Title	Application No.	Application Date	Patent No.	Issue Date
RE-EXAMINATION OF PATENT NO. 8,178,328 ENTITLED: FERMENTIVE PRODUCTION OF FOUR CARBON ALCOHOLS	95/001,998	6/21/2012	N/A	N/A