

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM557469

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GEVO, INC.		01/10/2020	Corporation: DELAWARE
GEVO DEVELOPMENT, LLC		01/10/2020	Limited Liability Company: DELAWARE
AGRI-ENERGY, LLC		01/10/2020	Limited Liability Company: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WILMINGTON SAVINGS FUND SOCIETY, FSB, AS COLLATERAL TRUSTEE		
<b>Street Address:</b>	500 DELAWARE AVENUE, 11TH FLOOR		
<b>City:</b>	WILMINGTON		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3920294	GIFT	
<b>Registration Number:</b>	3948330	GEVO	
<b>Registration Number:</b>	3999250	GEVO	
<b>Registration Number:</b>	3945946	GEVO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6178568201		
<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>			
<b>Phone:</b>	617-856-8145		
<b>Email:</b>	ip@brownrudnick.com		
<b>Correspondent Name:</b>	Brown Rudnick LLP		
<b>Address Line 1:</b>	One Financial Center		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02111		
<b>ATTORNEY DOCKET NUMBER:</b>	029970.0004		
<b>NAME OF SUBMITTER:</b>	Mark S. Leonardo		

CH \$115.00 3920294

<b>SIGNATURE:</b>	/Mark S. Leonardo/
<b>DATE SIGNED:</b>	01/14/2020
<b>Total Attachments: 6</b> source=Gevo - Trademark Security Agreement (2020 Indenture) [EXECUTED]#page1.tif source=Gevo - Trademark Security Agreement (2020 Indenture) [EXECUTED]#page2.tif source=Gevo - Trademark Security Agreement (2020 Indenture) [EXECUTED]#page3.tif source=Gevo - Trademark Security Agreement (2020 Indenture) [EXECUTED]#page4.tif source=Gevo - Trademark Security Agreement (2020 Indenture) [EXECUTED]#page5.tif source=Gevo - Trademark Security Agreement (2020 Indenture) [EXECUTED]#page6.tif	

**TRADEMARK SECURITY AGREEMENT**

**THIS TRADEMARK SECURITY AGREEMENT** (this “Agreement”), dated as of January 10, 2020, 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 are entering into an Indenture dated as of January 10, 2020 (as it may be amended, restated, supplemented, or otherwise 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 are entering into a Pledge and Security Agreement dated as of January 10, 2020 (as it may be amended, restated, supplemented, or otherwise 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 (as defined in the Security Agreement), including, without limitation, the Trademark 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 Trademark 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, 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 Trademark 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, capitalized terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

## **SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARKS**

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 Trademarks and the goodwill of the business symbolized thereby, including but not limited to the registered Trademarks 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 "Trademark Collateral"). Notwithstanding the foregoing, the term "Trademark Collateral" shall not include (i) any "intent-to-use" application for trademark or service mark registration filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing under Section 1(c) or Section 1(d) of the Lanham Act of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto to the extent, but solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein prior to such filing would impair the validity or enforceability of any registration that issues from such intent-to-use trademark or service mark application under applicable federal law, and then only to the extent that any law, rule or regulation or contractual provision giving rise to such abandonment, invalidation or unenforceability would not be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law, including without limitation, any bankruptcy or insolvency law, or principles of equity or (ii) any Excluded Property.

## **SECTION 3. SECURITY FOR OBLIGATIONS**

This Agreement secures, and the Trademark 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 and liens granted pursuant to this Agreement are granted in conjunction with the security interests and liens 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 and lien on the Trademark 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 Trademarks 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

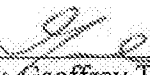
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

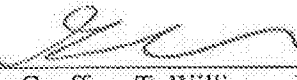
GEVO, INC.

By:   
Name: Geoffrey T. Williams, Jr.  
Title: General Counsel & Secretary

GEVO DEVELOPMENT, LLC

By:   
Name: Geoffrey T. Williams, Jr.  
Title: General Counsel & Secretary

AGRI-ENERGY, LLC

By:   
Name: Geoffrey T. Williams, Jr.  
Title: General Counsel & Secretary

*[Signature page to Trademark Security Agreement]*

COLLATERAL TRUSTEE:

WILMINGTON SAVINGS FUND SOCIETY, FSB, as  
Collateral Trustee

By: 

Name: Geoffrey J. Lewis

Title: Vice President

**SCHEDULE A**

Registered Trademarks

**U.S. Trademarks & Applications**

Application No.	Registration No.	Mark
77/616,509	3,920,294	GIFT
77/693,025	3,948,330	GEVO
85/009,958	3,999,250	Gevo (design)
77/979,860	3,945,946	GEVO

**Non-U.S. Trademarks & Applications**

Country	Application No.	Registration No.	Mark
CA	1,450,750	TMA789,785	GEVO
EP	008551541	008551541	GEVO
EP	009316498	009316498	Gevo (design)
BR	830718087	830718087	Gevo (design)
BR	830718060	830718060	Gevo (design)
BR	830718052	830718052	Gevo (design)
BR	830718079	830718079	Gevo (design)
BR	901959952	901959952	GEVO
BR	901959979	901959979	GEVO
BR	901960136	901960136	GEVO
BR	901960020	901960020	GEVO
MX	1,258,949	1340638	IDGS
MX	1,258,951	1302912	IDGS
MX	1,258,953	1302913	IDGS