

Clarke, Modet & Cº

COLOMBIA

P-3208

SUPERINTENDENCIA DE INDUSTRIA Y
DIVISION DE NUEVAS CREACIONES

E. S. D.

SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO



No. 12-010206- -00002-0000

Fecha: 2012-03-23 16:30:23 Dep. 2020 DIR.NUEVASCR
Tra. 11 PATENTEIYII Eve: 378 FASENACIONALI
Act. 444 RESPUESTAREQUE Folios: 14

Ref.: Expediente No. 12.010.206
Solicitud de Patente a nombre de
GEVO, INC.

Yo, DILIA MARÍA RODRÍGUEZ D'ALEMAN, identificada como aparece al pie de mi firma, domiciliada en la Carrera 11 No. 86-53, piso 6, obrando como apoderada de la sociedad GEVO, INC., solicitante de la patente de la referencia, en respuesta al oficio No. 04008 notificado por fijación en lista el día 13 de Marzo de 2012, atentamente me permito presentar:

1. Documentos donde consta la cesión del derecho a la patente otorgada por los inventores a favor de mi mandante.

Sobre los apartes en inglés, es importante resaltar que de conformidad con las normas legales vigentes, artículo 1 de la Resolución 210 de 2001, expedida por el Superintendente de Industria y Comercio y artículo 2 de la Convención de la Haya, el documento en inglés que se pretenda aportar como parte de los trámites de propiedad industrial ante la Superintendencia de Industria y Comercio no requieren traducción. Por otro lado, la legalización consular y/o diplomática de los documentos expedidos en el extranjero no es necesaria. Por lo tanto, los documentos anexos a este memorial son válidamente presentados en idioma inglés y con la correspondiente apostilla.

Espero con esto haber dado cabal cumplimiento a lo solicitado por ese despacho y de conformidad con lo indicado en los artículos 3º, inciso 3, 35 inciso 2 y 59 inciso 2 del CCA, al analizar este memorial, atentamente ruego se traten todas las cuestiones planteadas con motivo del mismo.

Señor Superintendente,

DILIA MARÍA RODRÍGUEZ D'ALEMAN
C.C. 41.654.882 de Bogotá.
T.P. 20824 CSJ

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: United States of America

This public document

2. has been signed by W. Montgomery

3. acting in the capacity of Certifying Officer

4. bears the seal/stamp of U.S. Patent and Trademark Office

Certified

5. at Washington, D.C.

6. the fifteenth of February, 2012

7. by Assistant Authentication Officer, United States Department of State

8. No. 12017672-5

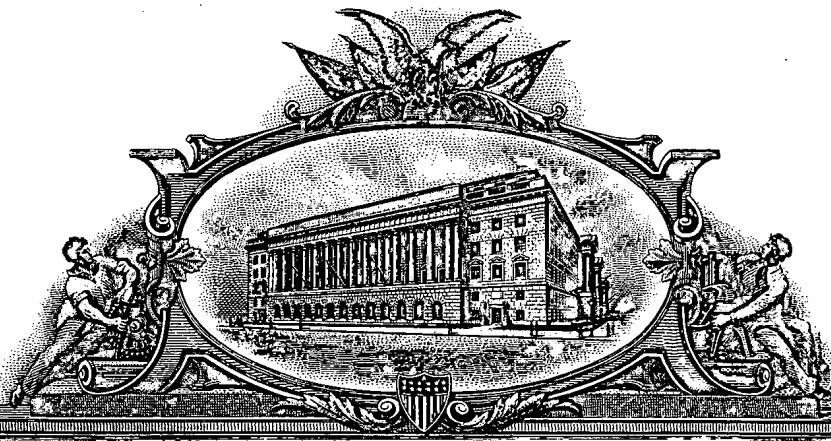
9. Seal/Stamp:

10. Signature:

William F. Finlan

William F. Finlan

A 7338520



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE

United States Patent and Trademark Office

February 03, 2012

**THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE
RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON
MAY 27, 2011.**

**By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office**



W. Montgomery
W. MONTGOMERY
Certifying Officer

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																
NATURE OF CONVEYANCE:	ASSIGNMENT																
CONVEYING PARTY DATA																	
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>William A. Evanko</td><td>01/05/2011</td></tr><tr><td>Mark Brothers</td><td>01/05/2011</td></tr><tr><td>Kenneth M. Drobish</td><td>01/07/2011</td></tr><tr><td>Aristos A. Aristidou</td><td>12/15/2010</td></tr><tr><td>Kent Evans</td><td>12/15/2010</td></tr><tr><td>Andrew C. Hawkins</td><td>11/09/2010</td></tr><tr><td>Scott Lucas</td><td>12/16/2010</td></tr></tbody></table>		Name	Execution Date	William A. Evanko	01/05/2011	Mark Brothers	01/05/2011	Kenneth M. Drobish	01/07/2011	Aristos A. Aristidou	12/15/2010	Kent Evans	12/15/2010	Andrew C. Hawkins	11/09/2010	Scott Lucas	12/16/2010
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RECEIVING PARTY DATA																	
<table border="1"><tr><td>Name:</td><td>GEVO, INC.</td></tr><tr><td>Street Address:</td><td>345 Inverness Drive</td></tr><tr><td>Internal Address:</td><td>South Building C., Suite 310</td></tr><tr><td>City:</td><td>Englewood</td></tr><tr><td>State/Country:</td><td>COLORADO</td></tr><tr><td>Postal Code:</td><td>80112</td></tr></table>		Name:	GEVO, INC.	Street Address:	345 Inverness Drive	Internal Address:	South Building C., Suite 310	City:	Englewood	State/Country:	COLORADO	Postal Code:	80112				
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CORRESPONDENCE DATA																	
Fax Number: (202)842-7899 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																	
Phone: 202-728-7127																	
Email: bbrow@cooley.com																	
Correspondent Name: William E. Brow																	
Address Line 1: 777 6th Street, N.W.																	
Address Line 2: Suite 1100																	
Address Line 4: Washington, DISTRICT OF COLUMBIA 20002																	

501546645

PATENT
REEL: 026352 FRAME: 0815

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 ATTORNEY DOCKET NUMBER:	GEVO-050/00US
NAME OF SUBMITTER:	William E. Brow
Total Attachments: 9 source=GEVO0502193Assignment#page1.tif source=GEVO0502193Assignment#page2.tif source=GEVO0502193Assignment#page3.tif source=GEVO0502193Assignment#page4.tif source=GEVO0502193Assignment#page5.tif source=GEVO0502193Assignment#page6.tif source=GEVO0502193Assignment#page7.tif source=GEVO0502193Assignment#page8.tif source=GEVO0502193Assignment#page9.tif	

PATENT
REEL: 026352 FRAME: 0816

ASSIGNMENT

I/We, William A. Evanko, residing at 301 Allen Street, Golden, CO 80410; Mark Brothers, residing at 3935 Hawthorne Circle, Longmont, CO 80503; Ken Drobish, residing at 6102 Huron Lane, Castle Rock, CO 80130; Aristos A. Aristidou, residing at 10198 Alexa Lane, Highlands Ranch, CO 80130; Kent Evans, residing at 5204 S. Everett Ct., Littleton, CO 80123; Andrew C. Hawkins, residing at 17377 Cornerstone Drive, Parker, CO 80134 and Scott Lucas residing at 12505 Hardtner Ct., Wichita, KS 67235 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled Recovery of Higher Alcohols from Dilute Aqueous Solutions, and which is a:

- (1) ☒ provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☒ bearing Application No. 61/220,967, and filed on June 26, 2009 ; or
- (2) ☐ non-provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☐ bearing Application No. ***, and filed on ***.

WHEREAS, GEVO, INC., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 345 Inverness Drive, South Building C., Suite 310, Englewood, CO 80112 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention; the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention; any application for patent of the United States or other countries claiming priority to these application; any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;

(d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) - (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignor, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

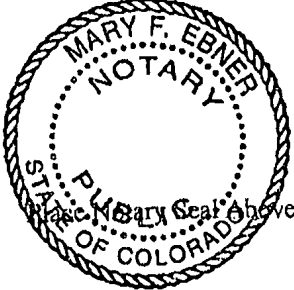
Date: January 5, 2011 By: William A. Evanko
William A. Evanko

State of Colorado)
County of Denver) ss.
On 1/5/11, before me, Mary Ebner, Notary
Public, personally appeared William A. Evanko, personally known
to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.

Mary F. Ebner
Signature of Notary Public

My Commission Expires: **My Commission Expires**
July 24, 2012



Date: 5 January 2011

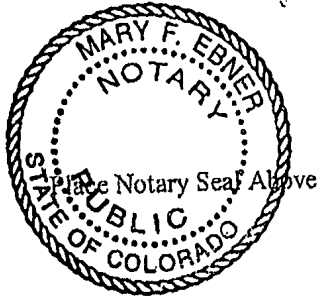
By: Mark Brothers
Mark Brothers

State of Colorado)
County of Denver) ss.
On 1/5/11, before me, Mary Elner, Notary
Public, personally appeared Mark Brothers, personally known
to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.

Mary F. Elner
Signature of Notary Public

My Commission Expires: July 24, 2012

The notary seal is a circular stamp. The outer ring contains the text "MARY F. ELNER" at the top and "NOTARY PUBLIC" at the bottom. The inner circle contains the text "STATE OF COLORADO". Below the seal, the text "Place Notary Seal Above" is printed.

Date: 1/7/11

By: Kenneth M. Drobish
Kenneth M. Drobish

State of Colorado)
County of Denver) ss.
On 1/7/11, before me, Mary Elmer, Notary Public, personally appeared Kenneth M. Drobish, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Mary F. Ebner
Signature of Notary Public

My Commission Expires: My Commission Expires July 24, 2012



Date: 12/18/2010

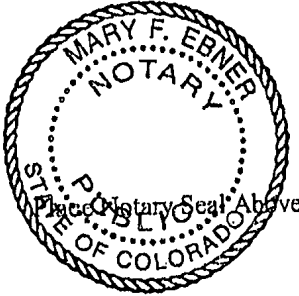
By: Aristos A. Aristidou
Aristos A. Aristidou

State of Colorado)
County of Denver) ss.
On 12/15/10, before me, Mary Ebner, Notary
Public, personally appeared Aristos A. Aristidou, personally known
to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.

Mary F. Ebner
Signature of Notary Public

My Commission Expires: July 24, 2012



Date: 12/15/10 By: Kent Evans
Kent Evans

State of Colorado)
County of Denver) ss.
On 12/15/10, before me, Mary Ebner, Notary
Public, personally appeared Kent Evans, personally known
to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.

Mary F. Ebner
Signature of Notary Public

My Commission Expires July 24, 2012

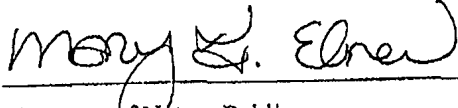


Date: 11/9/10

By: 
Andrew C. Hawkins

State of Colorado)
County of Denver) ss.
On 11/9/10, before me, Mary Ebner, Notary
Public, personally appeared Andrew C. Hawkins, personally known
to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.


Signature of Notary Public

My Commission Expires: July 24, 2012 **my Commission Expires**



Place Notary Seal Above

Date: 12/16/10

By: Scott L
Scott Lucas

State of Kansas)
County of Johnson) ss.
On 12/16/2010, before me, M. Leesa Hartmann Notary Public, personally appeared Scott Lucas, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

M. Leesa Hartmann
Signature of Notary Public

My Commission Expires: 12-20-2012

NOTARY PUBLIC - State of Kansas
M. LEEA HARTMANN
My Appl. Exp. 12/20/12

Place Notary Seal Above
NOTARY PUBLIC - State of Kansas
M. LEEA HARTMANN
My Appl. Exp. 12/20/2012

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RECORDED: 05/27/2011

PATENT
REEL: 026352 FRAME: 0825

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