

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
Comerica Bank	06/19/2006
RECEIVING PARTY DATA	
Name:	Elixir Pharmaceuticals, Inc.
Street Address:	One Kendall Square, Building 1000
Internal Address:	5th Floor
City:	Cambridge
State/Country:	MASSACHUSETTS
Postal Code:	02139
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	10940269
Application Number:	10982997
Application Number:	10656530
Application Number:	10378397
Application Number:	10219443
CORRESPONDENCE DATA	
Fax Number:	(617)523-1231
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617.570.1292
Email:	mrovner@goodwinprocter.com
Correspondent Name:	Miriam J. Rovner, Senior Paralegal
Address Line 1:	Goodwin Procter LLP
Address Line 2:	Exchange Place, 53 State Street
Address Line 4:	Boston, MASSACHUSETTS 02109-2881
ATTORNEY DOCKET NUMBER:	120249-155191 (1703-403)

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REEL: 017844 FRAME: 0883

NAME OF SUBMITTER:

Miriam J. Rovner

Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS (this "Release") is made this 19th day of June 2006 (the "Release Date") by Comerica Bank (the "Bank") for the benefit of Elixir Pharmaceuticals, Inc., a Delaware corporation (the "Grantor").

WHEREAS, Grantor has entered into that certain Loan and Security Agreement dated as of April 19, 2002 with the Bank, as amended from time to time, including by the Seventh Amendment to Loan and Security Agreement by and between Bank and Grantor dated as of November 1, 2005 (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Loan Agreement");

WHEREAS, to secure payment and performance in full of the lender obligations, Grantor entered into an Intellectual Property Security Agreement, dated as of November 1, 2005 (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "IP Security Agreement"), pursuant to which Grantor granted to the Bank security interests and liens in and to certain assets of the Grantors, including but not limited to all patents, patent applications and patent licenses including, without limitation, each registration and application identified in Exhibit A attached hereto and made a part hereof (the "Patents"); and

WHEREAS, the Bank has filed with the United States Patent and Trademark Office ("USPTO") notices of security interests in the Patents.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Bank agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, the Bank hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Patents granted by Grantor under the IP Security Agreement.
2. Recordation of Release. The Bank understands and agrees that this Release may be recorded by or for Grantor with the USPTO.
3. Further Actions. The Bank further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that Grantor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to Grantor and the cost and expense of such documents and actions shall be borne solely by Grantor.
4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Loan Agreement.

5. Governing Law. This Release shall be governed by and construed and enforced under the laws of The Commonwealth of Massachusetts.

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IN WITNESS WHEREOF, the Bank has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

COMERICA BANK

By: *RW Homa*
Name: *Ronald Homa*
Title: *Vice President*

EXHIBIT A**U.S. Patents**

<u>Mark</u>	<u>Application/Serial No.</u>	<u>Filing Date</u>	<u>Registration/Patent No.</u>	<u>Issue Date</u>
METHODS OF TREATING A DISORDER	10940269	9/13/2004		
THERAPEUTIC COMPOUNDS AND USES THEREOF	10982997	11/4/2004		
REGULATION OF THE GROWTH HORMONE/IGF-1 AXIS	10656530	9/5/2003		
METHOD FOR COHORT SELECTION	10378397	3/3/2003		
AGE-ASSOCIATED MARKERS	10219443	8/15/2002		