

Form PTO-1595 (Rev. 08/05)
OMB No. 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

REGISTRATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies): Syntonix Pharmaceuticals, Inc.</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Biogen Idec Inc.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>14 Cambridge Center</u></p> <p>City: <u>Cambridge</u></p> <p>State: <u>Massachusetts</u></p> <p>Country: <u>US</u> Zip: <u>02142</u></p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance/Execution Date(s):</p> <p>Execution Date(s): <u>12/21/06</u></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name</p> <p><input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Joint Research Agreement</p> <p><input type="checkbox"/> Government Interest Assignment</p> <p><input type="checkbox"/> Executive Order 9424, Confirmatory License</p> <p><input type="checkbox"/> Other _____</p>	

<p>4. Application or patent number(s):</p> <p>A. Patent Application No.(s)</p> <table style="width:100%; border: none;"> <tr> <td style="width:25%;">60/468600</td> <td style="width:25%;">11/029003</td> <td style="width:25%;">60/468603</td> <td style="width:25%;">11/045022</td> </tr> <tr> <td>60/487964</td> <td>11/588431</td> <td>10/841949</td> <td>60/785421</td> </tr> <tr> <td>60/539207</td> <td>60/468837</td> <td>10/842054</td> <td>60/774853</td> </tr> <tr> <td>10/841250</td> <td>10/841819</td> <td>60/540236</td> <td>60/805634</td> </tr> </table> <p style="text-align: right;">Additional numbers attached? <input type="checkbox"/></p>	60/468600	11/029003	60/468603	11/045022	60/487964	11/588431	10/841949	60/785421	60/539207	60/468837	10/842054	60/774853	10/841250	10/841819	60/540236	60/805634	<p><input type="checkbox"/> This document is being filed together with a new application.</p> <p>B. Patent No.(s)</p> <p style="text-align: right;">Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
60/468600	11/029003	60/468603	11/045022														
60/487964	11/588431	10/841949	60/785421														
60/539207	60/468837	10/842054	60/774853														
10/841250	10/841819	60/540236	60/805634														

<p>5. Name and address to whom correspondence concerning document should be mailed:</p> <p>Name: <u>WILLIAM J. MOUAT, ESQ.</u></p> <p>Internal Address: <u>Atty. Dkt.: (BIJ-014)</u></p> <p>Street Address: <u>Ropes & Gray LLP</u> <u>One International Place</u></p> <p>City: <u>Boston</u></p> <p>State: <u>MA</u> Zip: <u>02110</u></p> <p>Phone Number: <u>(617) 951-7113</u></p> <p>Fax Number: <u>(617) 951-7050</u></p> <p>Email Address: <u>william.mouat@ropesgray.com</u></p>	<p>6. Total number of applications and patents involved: 20</p> <p>7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>800.00</u></p> <p><input type="checkbox"/> Authorized to be charged by credit card</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p><input type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> None required (government interest not affecting title)</p> <p>8. Payment Information</p> <p>a. Credit Card Last 4 Numbers _____ Expiration Date _____</p> <p>b. Deposit Account Number <u>18-1945</u> Authorized User Name <u>Erin Dugan</u></p>
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<p>9. Signature:</p> <p style="text-align: center;"> Signature</p> <p style="text-align: center;"><u>William J. Mouat, Esq.</u> Name of Person Signing</p>	<p style="text-align: right;">Date: <u>11-Jan-07</u></p> <p>Total number of pages including cover sheet, attachments, and documents: 8</p>
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Form PTO-1595	RECORDATION FORM COVER SHEET (continued)
Additional Conveying Party(ies)/Execution Date(s) (1. Continued):	
Additional Assignees (2. Continued):	
Assignee Name: _____	
Internal Address: _____	
Street Address: _____	
City: _____ State: _____ Country: _____ Zip: _____	
Assignee Name: _____	
Internal Address: _____	
Street Address: _____	
City: _____ State: _____ Country: _____ Zip: _____	
Assignee Name: _____	
Internal Address: _____	
Street Address: _____	
City: _____ State: _____ Country: _____ Zip: _____	
Additional Applications and/or Patents (4. Continued):	
Additional Patent Application Numbers 4A. Continued: 60/364462 10/435608 11/336581 10/622108	Additional Patent Numbers 4B. Continued:
Additional numbers attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Execution Version

THIS NOTE WAS ISSUED IN A PRIVATE PLACEMENT, WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT COVERING THE TRANSFER OR AN OPINION OF COUNSEL ACCEPTABLE TO THE ISSUER THAT SUCH REGISTRATION UNDER THE ACT IS NOT REQUIRED.

[REDACTED]

SYNTONIX PHARMACEUTICALS, INC.

Note Due [Redacted]

\$(Redacted)

December 21, 2006

FOR VALUE RECEIVED, the undersigned, Syntonix Pharmaceuticals, Inc., a Delaware corporation (the "Company"), hereby promises to pay to the order of Biogen Idec Inc. or registered assigns (such original payee or any assignee from time to time, the "Noteholder"), at the address specified in Section 11.1 hereof, or at such other place as the Noteholder shall from time to time have designated to the Company in writing, on [Redacted] or such earlier accelerated maturity date as set forth herein (any such date, the "Maturity Date"), [Redacted] Dollars (\$(Redacted)), and to pay interest thereon as provided in Section [redacted] hereof.

[Redacted]

9. SECURITY AGREEMENT PROVISIONS.

9.1 SECURITY.

9.1.1 Grant of Collateral. As security for the payment and performance of the Note, the Company hereby creates a security interest in favor of the Noteholder and the holders from time to time of the Note in all of the Company's right, title and interest in and to (but none of its obligations or liabilities with respect to) the items and types of present and future property described below in this Section 9.1.1, whether now owned or hereafter acquired except to the extent (i) any intellectual property or other property held pursuant to a license or other contract where the applicable agreement or contract prohibits the granting by the Company of a security interest in such property, (ii) the granting of a security interest in such property is contrary to applicable law, provided that upon the cessation of any such restriction or prohibition, such property shall automatically become part of the Collateral, or (iii) any such property constitutes the capital stock of a foreign corporation (as defined in the Internal Revenue Code of 1986, as amended, and the regulations thereunder) in excess of 65% of the voting power of all classes of capital stock of such controlled foreign corporation entitled to vote:

Accounts receivable, contract rights, documents, instruments, general intangibles, inventory, goods, equipment, patents [note to redacted copy: including but not limited to, the patents and patent-related information set forth in Exhibit C], copyrights, trademarks [note to redacted copy: including, but not limited to, the trademarks and trademark-related information set forth in Exhibit D], domain names, goodwill, investment property, stock or other evidences of ownership, chattel paper, instruments, leases, commercial tort claims, cash, cash equivalents, deposit accounts, books, records, insurance proceeds, dividends, all other property, assets and items of value and proceeds and products of the foregoing (all of the above being included in the term "Collateral").

9.1.2 Perfection of Collateral. Subject to the provisions of Section [redacted], (i) the Company will deliver to the Noteholder certificates and instruments representing any pledged stock, debt or other securities, accompanied by transfer powers executed in blank and, if the Noteholder so requests, with the signature guaranteed, all in form and manner reasonably satisfactory to the Noteholder, and (ii) upon the Noteholder's reasonable request from time to time, the Company will, and hereby authorizes the Noteholder on the Company's behalf to execute and deliver, and file and record in the proper filing and recording places, all such instruments, including Uniform Commercial Code financing statements covering all assets of the Company, control statements, collateral assignments of copyrights, trademarks, patents, cash agency agreements, documents providing for direct collection of accounts receivable, mortgages or deeds of trust and notations on certificates of title, and take all such other action, as the Noteholder deems reasonably necessary for perfecting or otherwise confirming to it its security interest in the Collateral.

[Redacted]

11. MISCELLANEOUS.

11.1 Notices. Any notice or other communication to the Company or the Noteholder in connection with this Note must be in writing and must be delivered: (a) by hand (in which case it will be effective upon delivery), (b) by facsimile (in which case it will be effective upon receipt of confirmation of good transmission), or (c) by overnight delivery by a nationally recognized courier service (in which case it will be effective on the business day after being deposited with such courier service), and in each case, to the address (or facsimile number) listed below:

If to the Company, to: Syntonix Pharmaceuticals, Inc.
9 Fourth Avenue
Waltham, Massachusetts 02451
Telephone number: (781) 547-6000
Facsimile number: (781) 547-6008
Attention: President

with a copy to: Wilmer Cutler Pickering Hale and
Dorr LLP
60 State Street
Boston, Massachusetts 02109
Telephone number: (617) 526-6000
Facsimile number: (617) 526-5000
Attention: Steven D. Singer, Esq.

If to the Noteholder, to: Biogen Idec Inc.
14 Cambridge Center
Cambridge, MA 02142
Telephone number: (617) 679-2000
Facsimile number: (866) 546-2758
Attention: General Counsel

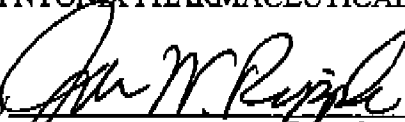
with a copy to: Ropes & Gray LLP
One International Place
Boston, Massachusetts 02110
Telephone number: (617) 951-7000
Facsimile number: (617) 951-7050
Attention: Paul Kinsella

[Redacted]

[Remainder of Page Intentionally Left Blank]

The undersigned has caused this Note to be executed by a duly authorized officer as of the date first written above.

SYNTHONIX PHARMACEUTICALS, INC.

By 
Name: John W. Rippe
Title: CEO

Accepted and Agreed:

BIOGEN IDEC INC.

By _____
Name:
Title:

[SIGNATURE PAGE TO NOTE]

Exhibit A

[Redacted]

Exhibit B

[Redacted]