

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Schering Aktiengesellschaft	01/04/2006
RECEIVING PARTY DATA	
Name:	Epix Pharmaceuticals, Inc.
Street Address:	4 Maguire Road
City:	Lexington
State/Country:	MASSACHUSETTS
Postal Code:	02421
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7060250
CORRESPONDENCE DATA	
Fax Number:	(612)288-9696
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	612-335-5070
Email:	mtm@fr.com
Correspondent Name:	Teresa A. Lavoie
Address Line 1:	Fish & Richardson P.C.
Address Line 2:	P.O. Box 1022
Address Line 4:	Minneapolis, MINNESOTA 55440-1022
ATTORNEY DOCKET NUMBER:	13498-005004
NAME OF SUBMITTER:	Meredith Mescher
Total Attachments: 3 source=13498005004SCHERINGEPIX#page1.tif source=13498005004SCHERINGEPIX#page2.tif source=13498005004SCHERINGEPIX#page3.tif	

CH \$40.00 7060250

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**SCHERING**

By fax and courier
EPIX Pharmaceuticals, Inc.
Chief Executive Officer
Michael J. Astrue
161 First Street
Cambridge, MA 02142
USA

Schering AG

E: juergen.schmitz-
doerner@schering.de
T: +49.30.468-16642
+49.30.468-1111
F: +49.30.468-11411

Your Ref.

Your letter dated

Our Ref. (please indicate when replying)

Date

RA/Sd/ZI (5b0412_1)

2006-01-04

**Loan Agreement of May 26, 2003;
your notice of termination**

Dear Sir,

We hereby acknowledge receipt of EPIX' termination notice for the above mentioned Loan Agreement on January 4, 2006. We confirm that as of today EPIX has repaid to Schering all Obligations (as defined in the Loan Agreement). Return of the original Note marked "cancelled" and confirmation of the filing of the UCC termination statement each will be sent under separate cover.

Yours sincerely,

Schering Aktiengesellschaft



Onal



Dr. Schmitz-Dörner

Formulare Nr. 1006-00

Postal address:
Schering AG
D-13342 Berlin, Germany
For visitors:
Möllerstr. 175, Berlin-Mitte
www.schering.de

Executive board:
Hubertus Erlen (Chairman)
Karin Dörrepaal
Ulrich Köllin
Rainer Metternich
Marc Rubin
Jörg Spiekermann

Chairman of the supervisory board:
Giuseppe Vita

Registered seat: Berlin
Trade register:
AG Charlottenburg 93 HRB 283

Commerzbank AG, Berlin
Acct. No. 108 700 600, Bank No. 100 400 00
IBAN: DE72 1004 0000 0108 7006 00
BIC: COBADE33
Deutsche Bank AG, Berlin
Acct. No. 2415 008, Bank No. 100 700 00
IBAN: DE35 1007 0000 0241 5008 00
BIC: DEUTDE33

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PROMISSORY NOTE

Maximum Principal Balance of
US\$15,000,000.00

Date: May 26, 2003
Cambridge, Massachusetts

This Promissory Note ("Note") is executed and delivered under and pursuant to the terms of that certain Loan Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Loan Agreement") by and between EPIX MEDICAL, INC., a Delaware corporation with a place of business at 71 Rogers Street, Cambridge, Massachusetts ("Borrower"), and SCHERING AKTIENGESELLSCHAFT, a German corporation ("Lender"). Capitalized terms not otherwise defined herein shall have the meanings provided in the Loan Agreement.

FOR VALUE RECEIVED, Borrower hereby promises to pay to the order of Lender, at the office of Lender located at Muenchstrasse 178, 13353 Berlin, Germany, Attention: Finance Department or at such other place as Lender may from time to time designate to Borrower in writing:

(1) the principal sum of FIFTEEN MILLION AND 00/100 (US\$15,000,000.00) DOLLARS in currency of the United States of America, or, such lesser amount as shall then equal the aggregate unpaid principal balance of the Loans as may be due and owing under the Loan Agreement, payable in accordance with the provisions of the Loan Agreement, subject to acceleration upon the occurrence of an Event of Default under the Loan Agreement or earlier termination of the Loan Agreement pursuant to the terms thereof; and

(2) interest on the principal amount of this Note from time to time outstanding until such principal amount is paid in full at the applicable Interest Rate in accordance with the provisions of the Loan Agreement. In no event, however, shall interest exceed the maximum interest rate permitted by law. Upon and after the occurrence of an Event of Default, and during the continuation thereof, interest shall be payable at the Default Rate.

This Note is the Note referred to in the Loan Agreement and is secured by the liens granted pursuant to the Security Agreement, is entitled to the benefits of the Loan Agreement and the other Loan Documents and is subject to all of the agreements, terms and conditions therein contained. This Note may be prepaid in whole or in part at any time without premium or penalty.

This Note may be assigned only in accordance with the Loan Agreement. This Note is not negotiable by Lender except to an Affiliate.

If an Event of Default under Section 7.10 of the Loan Agreement shall occur, then this Note shall immediately become due and payable, without notice, together with reasonable attorneys' fees if the collection hereof is placed in the hands of an attorney to obtain or enforce payment hereof. If any other Event of Default shall occur under the Loan Agreement or any of the Loan Documents, then this Note may, as provided in the Loan Agreement, be declared to be

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immediately due and payable, without a notice period, together with reasonable attorneys' fees, if the collection hereof is placed in the hands of an attorney to obtain or enforce payment hereof.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of New York.

Borrower expressly waives any presentment, demand, protest, notice of protest, or notice of any kind except as expressly provided in the Loan Agreement.

EPIC MEDICAL INC.,
Borrower

By: Michael D. Webb
Name: Michael D. Webb
Title: CEO

STATE OF Massachusetts
COUNTY OF Middlesex

On the 23 day of May, 2003, before me personally came Michael Webb, to me known, who being by me duly sworn, did depose and say that he/she is the CEO of EPIC Medical, Inc., the Borrower described in and which executed the foregoing instrument; and that he/she signed his/her name thereto as the act and deed of such corporation by order of the board of directors of said corporation.

Barbara A. Murphy
Notary Public

TRA 1796324v2

Commission Expires 5/21/04

RECORDED: 01/02/2009

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RECORDED: 01/26/2009

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