

Form PTO-1595 (Rev. 03-11)
OMB No. 0651-0027 (exp. 03/31/2012)

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

RECORDATION 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.

1. Name of conveying party(ies)

Anterion Therapeutics, Inc.
1 Broadway, Ste. 600
Cambridge, MA 02142-1187

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s): 2/16/12

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other Transfer Statement

2. Name and address of receiving party(ies)

Name: John Baillie

Internal Address: _____

Street Address: 5599 Bennett Valley Lane

City: Glen Ellen

State: CA

Country: USA Zip 95442-8806

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

5449679; 5688519

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Simon R. Inman

Internal Address: _____

Street Address: 100 B Street, Ste. 400

City: Santa Rosa

State: CA Zip 95401

Phone Number: 707-526-4200

Fax Number: 707-526-4707

Email Address: sriman@cmprlaw.com

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$80.00

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

2/16/12
Date

Simon R. Inman, Esq.
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

24

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

OP \$80.00 544967

TRANSFER STATEMENT PURSUANT TO SECTION 9619
OF THE CALIFORNIA UNIFORM COMMERCIAL CODE

This transfer statement is dated as of February 16, 2012, and is executed by John Baille (Secured Party) pursuant to and in accordance with California Uniform Commercial Code, Division 9, Chapter 6¹ with reference to the following:

1. Secured Party. John Baille, the Secured Party is the holder of a secured Promissory Note, executed by Anterion Therapeutics, Inc. as of April 17, 2003, in the amount of \$600,000, guaranteed by Robert Leonard, and related Forbearance Agreements dated November 7, 2007, and September 17, 2009, (collectively, "Loan Agreements"). Secured Party properly and timely recorded UCC-1 Financing Statements in accordance with the Uniform Commercial Code and all other applicable law.

2. Collateral. As security for payment and performance of the Loan Agreements, Anterion Therapeutics, Inc. granted to Secured Party a security interest in all of Anterion Therapeutics, Inc.'s right, title, interest, claim and estate in and to certain personal property now owned or hereafter acquired by Anterion Therapeutics, Inc., including but not limited to, those certain patents more particularly identified as Patent Nos. 5449679 and 5688519, pursuant to the Loan Agreements and UCC-1 Financing Statements attached hereto as Exhibit A.

3. Debtor's Default. As of November 7, 2007, Anterion Therapeutics, Inc. was in Default pursuant to the terms of the April 17, 2003, Promissory Note. As of September 17, 2009, Anterion Therapeutics, Inc. was in Default pursuant to the terms of the November 7, 2007, Forbearance Agreement. As of May 7, 2010, Anterion Therapeutics, Inc. was in Default pursuant to the terms of the September 17, 2009, First Amendment to Forbearance Agreement. Final Notice of such payment default was given to Anterion Therapeutics, Inc. on or about January 12, 2012. As a result of such Events of Default, one or more events of Default existed under the Loan Agreements. This existence of such Events of Default entitled Secured Party to exercise any and all rights and remedies available under the Loan Agreements, perfected security interest, and applicable law.

4. Exercise By Secured Party of Post-Default Remedies. Secured Party exercised his remedies with respect to the Collateral as follows. By Notice dated January 12, 2012, Secured Party notified Debtor Anterion Therapeutics, Inc., together with each and every other person holding an interest in the Collateral subordinate to the security interest held by Secured Party in the Collateral, pursuant to the applicable provisions of California Uniform Commercial Code, Division 9, Chapter 6. A copy of the Notice of Disposition and proof publication of the sale of the collateral is attached hereto as Exhibit B. Debtor failed to remedy or cure its Default and no objection of any type or nature was received by Secured Party whether from Debtor, its guarantor, or any other person or entity to which such notice was given.

5. Secured Party has acquired all rights, title, interest, claim, estate of Anterion Therapeutics, Inc. in the Collateral identified as Patent Nos. 5449679 and 5688519. As a result, Secured Party is entitled to, among other things, the benefit and enjoyment of all rights conferred upon Anterion Therapeutics, Inc. by California Uniform Commercial Code, Division 9, Chapter 6.

together with each and every other person holding an interest in the Collateral subordinate to the security interest held by Secured Party in the Collateral, pursuant to the applicable provisions of California Uniform Commercial Code, Division 9, Chapter 6. A copy of the Notice of Disposition and proof publication of the sale of the collateral is attached hereto as Exhibit B. Debtor failed to remedy or cure its Default and no objection of any type or nature was received by Secured Party whether from Debtor, its guarantor, or any other person or entity to which such notice was given.

5. Secured Party has acquired all rights, title, interest, claim, estate of Anterion Therapeutics, Inc. in the Collateral identified as Patent Nos. 5449679 and 5688519. As a result, Secured Party is entitled to, among other things, the benefit and enjoyment of all rights conferred upon Anterion Therapeutics, Inc. by California Uniform Commercial Code, Division 9, Chapter 6.

6. Name and Address of Debtor and Secured Party.

(a) The name and mailing address of Debtor is as follows:

Anterion Therapeutics, Inc.

With a copy to:

Robert Leonard
One Broadway, Ste. 600
Cambridge, MA 02142

(b) The name and mailing address of John Baillie (who is the transferee hereunder) is as follows:

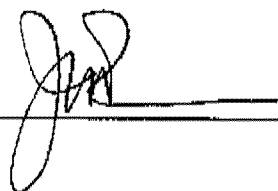
John Baillie
5599 Bennett Valley Lane
Glen Ellen, CA 95442

With a copy to:

Simon R. Inman, Esq.
Carle, Mackie, Power & Ross
100 B Street, Ste. 400
Santa Rosa, CA 95401

Executed this 16th day of February, 2012, at _____, California.

John Baillie



PATENT

EXHIBIT A

PATENT

REEL: 027728 FRAME: 0830

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Carle Mackie Power & Ross LLP	7075264200
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
<p>TERESA GATES</p> <p>100 B STREET, SUITE 400</p> <p>SANTA ROSA CA 95401</p>	

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 01:47 PM 05/12/2011
 INITIAL FILING # 2011 1797250

SRV: 110534931

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME					
ANTERION THERAPEUTICS, INC.					
OR	1b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
ONE BROADWAY, STE 600		CAMBRIDGE	MA	02142	US
	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION			
	CORPORATION	DE			

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION			

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME					
OR	3b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
	BATLIE				
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
5599 BENNETT VALLEY LANE		GLEN EILEN	CA	95442	US

4. This FINANCING STATEMENT covers the following collateral:

Debtor grants to Secured Party a first security interest in all of the assets of Debtor, including the stock of Quintech Pharmaceuticals, Inc.

6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional)	<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2
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8. OPTIONAL FILER REFERENCE DATA

7622.1

PATENT
 REEL: 027728 FRAME: 0831

William Francis Galvin
Secretary of the Commonwealth of Massachusetts

CARLE MACKIE POWER & ROSS LLP
100 B STREET, SUITE 400
SANTA ROSA, CA 95401

To Whom It May Concern:

This letter serves as notification that the SOC has received your filing information. Your filing has been assigned a filing number of 200971820980 and was filed on 3/16/2009 6:29:00 AM. The Secretary of the Commonwealth of Massachusetts thanks you for your compliance.

Sincerely,

William Francis Galvin
Secretary of the Commonwealth

MA SOC Filing Number: 200971820980 Date: 3/16/2009 6:29:00 AM

UCC-1 Form

FILER INFORMATION

Full name: THERESA M. GATES Phone: 707-526-4200

CONTACT INFORMATION

Contact name: CARLE MACKIE POWER & ROSS LLP

Street #1: 100 B STREET, SUITE 400

City, State Zip Country: SANTA ROSA, CA 95401 USA

Notification Method: E-Mail Email: tgates@cmpirlaw.com

DEBTOR INFORMATION

Org. Name: ANTERION THERAPEUTICS, INC.

Org. Type: CORP Jurisdiction: DE Org. ID: 3644832

Mailing Address 1: ONE BROADWAY, SUITE 600

City, State Zip
Country: CAMBRIDGE, MA 02142 USA

SECURED PARTY INFORMATION

Last Name: BAILLIE First Name: JOHN

Mailing Address 1: 5599 BENNETT VALLEY LANE

City, State Zip
Country: GLEN ELLEN, CA 95442 USA

TRANSACTION TYPE: STANDARD

AMENDMENT ACTION: Initial Filing

Customer Ref: 7622 Forbearance Agt

COLLATERAL

Debtor grants to Secured Party a first security interest in all of the assets of Debtor, including the stock of Quintech Pharmaceuticals, Inc.

Execution Copy

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT.

PROMISSORY NOTE

\$600,000

April 17, 2003

FOR VALUE RECEIVED, the undersigned, Anterion Therapeutics, Inc., a Delaware corporation with its principal place of address at One Broadway, Suite 600, Cambridge, MA 02142 ("Purchaser"), hereby promises to pay to John Baillie, an individual residing at 5599 Bennett Valley Lane, Glen Ellen, CA 95442 ("Holder") the principal sum of SIX HUNDRED THOUSAND DOLLARS (\$600,000), payable as follows:

<u>Payment Date:</u>	<u>Installment Amount:</u>
December 31, 2003	\$100,000
December 31, 2004	\$100,000
December 31, 2005	\$100,000
December 31, 2006	\$100,000
December 31, 2007	\$100,000
December 31, 2008	\$100,000

; provided, however, that if Quintech Pharmaceuticals, Inc. does not (i) enter an agreement with The Kronos Group, Inc. ("Kronos") providing for, among other things, payments to Quintech Pharmaceuticals, Inc. of two hundred fifty thousand dollars (\$250,000) upon the closing of the transaction with Kronos and future payments of one million eight hundred fifty thousand dollars (\$1,850,000), (ii) enter into any other agreement with another party pursuant to which Quintech Pharmaceuticals, Inc. receives at least two hundred thousand dollars (\$200,000) per year for at least six (6) years or (iii) complete an equity financing of at least one million dollars (\$1,000,000), in each case on or prior to June 1, 2003, then the principal sum of this Note shall be payable as follows ("Schedule II"):

<u>Payment Date:</u>	<u>Installment Amount:</u>
December 31, 2003	\$50,000
December 31, 2004	\$50,000
December 31, 2005	\$50,000
December 31, 2006	\$50,000
December 31, 2007	\$100,000
December 31, 2008	\$100,000
December 31, 2009	\$100,000
December 31, 2010	\$100,000

; provided, further, that if at any time Purchaser is making payments to Holder pursuant to Schedule II Quintech Pharmaceuticals, Inc. (a) enters into any agreement with another party pursuant to which Quintech Pharmaceuticals, Inc. receives at least two hundred thousand dollars (\$200,000) per year for at least five (5) years or (b) completes an equity financing of at least one million dollars (\$1,000,000), then in each case, the Installment Amount for the year in which Quintech Pharmaceuticals, Inc. enters into such agreement or completes such equity financing and for all subsequent years shall be increased to one hundred thousand dollars (\$100,000) (or, if the outstanding principal amount of this Note is less than one hundred thousand dollars (\$100,000), then the amount required to pay all amounts due under this Note), payable on December 31 of such years.

This Note is subject to the following further terms and conditions and agreements by Purchaser and Holder:

1. Closing; Payment Provisions.

1.1. Purchase of Shares. This Note sets forth the mutual agreement of Purchaser and Holder with respect to the purchase by Purchaser from Holder, and the sale by Holder to Purchaser, of 1,000 shares of the common stock, \$0.001 par value per share, of Quintech Pharmaceuticals, Inc. (the "Shares") in exchange for this Note. The closing of the purchase and sale of the Shares and the issuance of this Note will occur on the date first written above. At the Closing, Holder will deliver to Purchaser a certificate representing the Shares to be purchased by Purchaser. Such delivery shall be against payment by Purchaser of six hundred thousand dollars (\$600,000), the purchase price for the Shares, payable in accordance with the terms of this Note.

1.2. Payment of Note. This Note is payable by Purchaser in accordance with the payment schedule set forth above. On or before each Payment Date, Purchaser will pay the corresponding Installment Amount set forth above to Holder. Concurrently with each payment of any part of the principal amount of this Note pursuant to this Section 1.2, Holder shall make a notation of such payment hereon. If full payment of the principal of this Note is made, this Note shall be canceled.

1.3. Voluntary Prepayments of Note. Purchaser may at any time and from time to time prepay without penalty all or any part of the principal amount of this Note then outstanding. Concurrently with any voluntary prepayment of any part of the principal amount of this Note pursuant to this Section 1.3, Holder shall make a notation of such payment hereon. If full payment of the principal of this Note is made, this Note shall be canceled.

1.4. Mandatory Prepayment of Note. The entire principal amount of this Note then outstanding, together with any other amounts payable hereunder, shall be due and payable immediately if any of the following conditions or events shall occur:

- (a) Purchaser ceases to beneficially own a number of shares of the outstanding capital stock of Quintech Pharmaceuticals, Inc. representing at least twenty-five percent (25%) of the voting power of Quintech Pharmaceuticals, Inc.; or

- (b) Purchaser fails to pay any principal under this Note when the same becomes due and payable; or
- (c) Purchaser makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they mature or become due, or petitions or applies for the appointment of a trustee or other custodian, liquidator or receiver of Purchaser of any substantial part of its assets, or commences any case or other proceeding relating to Purchaser or any bankruptcy, reorganization, insolvency or similar law of any jurisdiction; or any such involuntary case or proceeding shall be filed or commenced against Purchaser by any third party, and Purchaser shall indicate its approval thereof or consent thereto or such case or proceeding shall not have been dismissed within sixty (60) days following the filing or commencement thereof; or
- (d) a decree or order is entered appointing any trustee, custodian, liquidator or receiver for Purchaser or its assets, or adjudicating Purchaser a bankrupt or insolvent, or approving a petition in any such case or proceeding, or a decree or order of relief is entered in respect of Purchaser in an involuntary case under federal or state bankruptcy laws as now or hereafter constituted.

Upon full payment of the principal this Note, this Note shall be canceled.

1.5. Waivers. Purchaser hereby waives, to the extent not prohibited by provisions of applicable law which cannot be waived, (a) all presentments, demands for performance and notices of nonperformance, (b) any requirement of diligence or promptness on the part of Holder in the enforcement of his rights, (c) any and all notices of every kind and description which may be required to be given by any statute or rule of law, and (d) any defense of any kind (other than payment) which Purchaser may now or hereafter have with respect to the obligations of Purchaser under this Note.

1.6. Course of Dealing. No course of dealing between Purchaser on the one hand, and Holder on the other hand, shall operate as a waiver of any of Holder's rights under this Note. No delay or omission in exercising any right under this Note shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a waiver of or bar to any right or remedy on any other occasion. No waiver or statement of satisfactory cure or consent shall be binding upon Holder unless it is in writing and signed by Holder.

2. Representations and Warranties.

2.1. Representations and Warranties of Holder.

2.1.1. Holder is acquiring the Note for his own account for the purpose of investment and not with a view to, or for sale in connection with, the distribution thereof, nor with any present intention of distributing or selling the Note. Holder understands that the Note has not been registered under the Securities Act of 1933, as amended (the "Act"), or the securities laws of any state, and Holder hereby agrees not to make any sale, transfer or other disposition of the Note unless either (i) the Note first shall have been

registered under the Act and all applicable state securities laws, or (ii) an exemption from such registration is available.

2.2. Representations and Warranties of Purchaser.

2.2.1. Prior to the execution of this Note, Purchaser has had the opportunity to read this Note, and Purchaser has reviewed and is familiar with this Note and to ask questions of and receive answers from Holder concerning the finances, operations, business and prospects of Quintech Pharmaceuticals, Inc. Purchaser is satisfied that Purchaser has received information with respect to all matters that Purchaser considers material to Purchaser's decision to purchase the Shares.

2.2.2. Purchaser understands that Quintech Pharmaceuticals, Inc. has no financial and operating history and that the Shares are speculative investments that involve a high degree of risk of loss of Purchaser's entire investment. Purchaser is sufficiently knowledgeable and experienced in financial and business matters to be capable of evaluating the risks and merits of an investment in the Shares and to make an informed decision relating thereto. Purchaser has the financial capability for making the investment, can afford a complete loss of the investment, and has decided that the investment is a suitable one for Purchaser.

2.2.3. Purchaser has carefully considered the potential risks relating to Quintech Pharmaceuticals, Inc. and the purchase of the Shares. Purchaser is aware that the Shares are highly illiquid, may have to be held for an indefinite period of time, and may not be sold without compliance with applicable federal and state securities laws. Purchaser is familiar with the general risks of investment in companies with a limited operating history. Purchaser understands that Quintech Pharmaceuticals, Inc. is subject to all of such risks, and to all of the risks inherent in many companies.

2.2.4. Purchaser acknowledges that Purchaser is acquiring the Shares for its own account for the purpose of investment and not with a view to, or for sale in connection with, the distribution thereof, nor with any present intention of distributing or selling the Shares. Purchaser understands that the Shares have not been registered under the Act, or the securities laws of any state, and Purchaser hereby agrees not to make any sale, transfer or other disposition of the Shares unless either (i) the Shares first shall have been registered under the Act and all applicable state securities laws, or (ii) an exemption from such registration is available.

2.2.5. Purchaser represents that (i) Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware; (ii) Purchaser has the power and authority to execute and deliver this Note and to perform its obligations hereunder; and (iii) all corporate and other actions and proceedings to be taken by or on the part of Purchaser to authorize and permit the execution and delivery by Purchaser of this Note, and the performance by Purchaser of its obligations hereunder have been duly and properly taken.

2.3. Representations and Warranties of Purchaser and Holder.

2.3.1. Each of Purchaser and Holder acknowledges that neither the United States Securities and Exchange Commission nor the Commissioner or Department of Securities or Attorney General of any state has passed upon the merits or qualifications of, nor recommended nor approved, the Shares or this Note. Any representation to the contrary is a criminal offense.

2.3.2. Each of Purchaser and Holder acknowledges that he or it is urged to seek independent advice from its or his professional advisors relating to the suitability of an investment in the Shares or this Note, as applicable, in view of its or his overall financial needs and with respect to the legal and tax implications of such an investment. Each of Purchaser and Holder represents that it or he is not relying on Quintech Pharmaceuticals, Inc., its officers, directors, shareholders, consultants and agents (other than the other party to this Note) with respect to any of the financial, legal and tax considerations involved in the transaction contemplated by this Note.

2.3.3. Each of Purchaser and Holder represents and warrants that when executed and delivered by such party, this Note will constitute the legal, valid and binding obligation of such party, enforceable in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, or similar laws relating to or affecting the enforcement of creditors' rights generally and (b) as limited by equitable principles generally.

3. Security.

3.1. Note Security. As security for the payment and performance under this Note, Purchaser pledges and collaterally grants and assigns to Holder, and creates a security interest in favor of Holder in, all of Purchaser's right, title and interest in and to (but none of its obligations or liabilities with respect to) the Shares and all dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for the Shares pledged by Purchaser (the "Collateral"). Simultaneously with the delivery of this Note, Purchaser shall deliver to Holder the certificate representing the Shares and a stock power duly executed in black in form and substance reasonably satisfactory to Purchaser. Purchaser agrees that Quintech Pharmaceuticals, Inc. shall not, and Purchaser shall cause Quintech Pharmaceuticals, Inc. not to, issue any securities, including, but not limited to, options, warrants, and other similar instruments, and incur any debt.

3.2. Covenants with Respect to Collateral. Purchaser covenants that:

3.2.1. Legend. Purchaser agrees that, until the principal of this Note shall have been paid in full, all certificates evidencing the Collateral shall be marked with the following legend:

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE PROVISIONS OF A PROMISSORY NOTE DATED AS OF APRIL 17, 2003 BY AND BETWEEN ANTERION THERAPEUTICS, INC. AND THE HOLDER NAMED THEREIN.

3.2.2. Further Assurances. At any time following Holder's request, Purchaser agrees promptly to execute and deliver to Holder any documentation necessary or desirable to perfect Holder's security interest in the Collateral, including without limitation, stock transfer powers, share certificates representing securities pledged, UCC financing statements, deeds of trust, and similar instruments, notices and acknowledgments.

3.2.3. No Liens or Restrictions on Transfer. All Collateral shall be free and clear of any liens and restrictions on the transfer thereof, except for restrictions on transfer under applicable securities laws. None of the Collateral constituting pledged securities shall be subject to any option to purchase or similar rights of any person or entity.

3.2.4. No Sale of Collateral. Purchaser will not sell, transfer or otherwise dispose of, grant any option with respect to, or mortgage, pledge or otherwise encumber any portion of the Collateral without the prior written consent of Holder in his sole discretion.

4. Payments; Notices. All payments to Holder shall be made at the address set forth below or at such other address as Holder hereof shall specify in writing to Purchaser. Any notice or demand in connection with this Note shall be deemed to be delivered if in writing addressed as provided below (or at such other address as the addressee shall have specified by notice actually received by the addressor) and if either (i) actually delivered at such address or (ii) in the case of a letter, five business days shall have elapsed after the same shall have been deposited in the United States mail, postage prepaid and registered or certified:

If to Purchaser, to it at the following address:

Anterion Therapeutics, Inc.
One Broadway, Suite 600
Cambridge, MA 02142

If to Guarantor, to him at the following address:

Robert Leonard
One Broadway, Suite 600
Cambridge, MA 02142

If to Holder, to him at the following address:

John Baillic
5599 Bennett Valley Lane
Glen Ellen, CA 95442

5. Guarantee.

Guarantor hereby unconditionally guarantees that each Installment Amount under this Note will be paid in full in cash in lawful money of the United States no later than the Payment

9110477_9

Date on which such Installment Amount is due and payable under this Note; and in case any part of such payment will not have been so paid in full when due and payable, Guarantor will, upon receipt of written notice from Holder that such payment was not made in full by Purchaser within ten (10) days after the Payment Date, pay or cause to be paid to Holder the amount of such payment that is then due and payable and unpaid.

6. Further Covenants of Purchaser.

Until the principal amount of this Note is paid in full, Purchaser shall (i) keep Holder informed of the status of negotiations between Quintech Pharmaceuticals, Inc. and Kronos in a timely fashion, (ii) keep Holder informed of all material discussions and correspondence between Quintech Pharmaceuticals, Inc. and Kronos in a timely fashion, (iii) ensure that Holder promptly receives copies of all notices from Kronos to Quintech Pharmaceuticals, Inc. and (iv) obtain Holder's prior written consent prior to Quintech Pharmaceuticals, Inc.'s entering into any agreements with Kronos.

7. Miscellaneous.

7.1. Governing Law. This Note shall be governed by and construed in accordance with the domestic laws of The Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision or rule (whether of The Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than The Commonwealth of Massachusetts.

7.2. General. The terms of this Note may be waived or amended with respect to Purchaser solely with the written consent of Holder. This Note may not be assigned by either party without the written consent of the other party. This Note constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes any and all prior or concurrent agreements or understandings, written or oral. If any provision of this Note shall be judicially determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The titles of the paragraphs and subparagraphs of this Note are for convenience of reference only and are not to be considered in construing this Note.

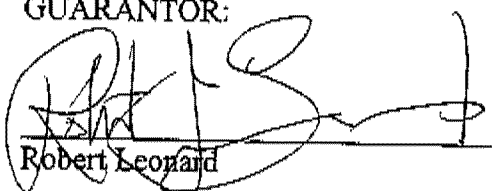
IN WITNESS WHEREOF, this Note has been duly executed by Purchaser, Guarantor and Holder as of the date first written above.

PURCHASER:

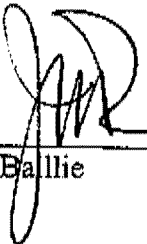
ANTERION THERAPEUTICS, INC.

By: 
Title: CEO

GUARANTOR:


Robert Leonard

HOLDER:


John Ballie

IN WITNESS WHEREOF, this Note has been duly executed by Purchaser, Guarantor and Holder as of the date first written above.

PURCHASER:

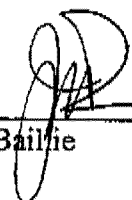
ANTERION THERAPEUTICS, INC.

By: _____
Title:

GUARANTOR:

Robert Leonard

HOLDER:



John Baillie

7622.1

FORBEARANCE AGREEMENT

THIS FORBEARANCE AGREEMENT (the "Agreement") is made and entered into as of Nov 7th, 2007, by and between JOHN BAILLIE, an individual ("Noteholder"), ANTERION THERAPEUTICS, INC., a Delaware corporation ("ATI") and ROBERT LEONARD, an individual ("Guarantor").

RECITALS

- A. Pursuant to the terms of that certain Promissory Note dated April 17, 2003 (the "Note") ATI purchased all of the issued and outstanding shares of common stock of Quintech Pharmaceuticals, Inc. ("QPI") from Noteholder in consideration of the total sum of \$600,000.00 payable as specified in the Note (the "Note Obligations").
- B. As security for the Note Obligations, ATI pledged and granted a security interest in all of the shares of common stock of QPI purchased by ATI from Noteholder.
- C. Pursuant to the terms of the Note, Guarantor unconditionally guaranteed the Note Obligations (the "Guaranty").
- D. As of the date hereof, ATI is in default of the Note Obligations, all amounts due thereunder are payable and Noteholder is entitled to pursue various remedies against ATI and Guarantor.
- E. ATI and Guarantor have proposed to Noteholder, and Noteholder has agreed, to forbear in enforcement of Noteholder's rights under the Note and the Guaranty, and, upon satisfaction of the term and conditions of this Agreement, to compromise claims against ATI, on the terms and conditions set forth below.
- F. Words defined in the Note have the same meaning in this Agreement.

NOW THEREFORE, in consideration of the premises, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Noteholder, ATI and Guarantor agree as follows:

AGREEMENT

1. Forbearance

(a) In consideration of the execution and delivery of this Agreement, and so long as ATI and Guarantor are in compliance with the terms and conditions of this Agreement, Noteholder will forbear in enforcement of his full remedies pursuant to the Note, or otherwise, for a period of two (2) years from the date hereof (the "Forbearance Term") ending on Nov 7th, 2009 (the "Maturity Date").

(b) Upon the default of any obligation on the part of ATI or Guarantor in their respective obligations pursuant to this Agreement, Noteholder shall be entitled to proceed to enforce the rights and remedies provided to Noteholder under the Note, the Guaranty, this Agreement or otherwise, and to compel performance by ATI and Guarantor of the obligations set forth in this Agreement, the Note and the Guaranty.

2. Modification of Note Obligations. ATI and Guarantor hereby consent to the following modifications of the Note Obligations:

(a) The principal amount of the Note shall be due and payable on the Maturity Date without any presentment or demand and without any further or other notice of any kind, all of which are hereby waived by ATI and Guarantor, in accordance with the following schedule:

<u>Payment Date</u>	<u>Installment Amount</u>
<u>Nov 7, 2009</u>	\$ 50,000.00
<u>Nov 7, 2010</u>	\$ 50,000.00
<u>Nov 7, 2011</u>	\$ 50,000.00
<u>Nov 7, 2012</u>	\$ 50,000.00
<u>Nov 7, 2013</u>	\$100,000.00
<u>Nov 7, 2014</u>	\$100,000.00
<u>Nov 7, 2015</u>	\$100,000.00
<u>Nov 7, 2016</u>	\$100,000.00

(b) The principal amount of the Note shall be due and payable upon closing of any equity or debt finance in which ATI receives at least \$3,000,000.00 (whether upon a first closing in aggregate or a series of closings) (a "Qualifying Financing") without any presentment or demand and without any further or other notice of any kind, all of which are hereby waived by ATI and Guarantor, in accordance with the following schedule:

(i) Upon closing of the Qualifying Financing, the sum of \$50,000.00;

(ii) Upon each of the three following anniversaries of the Qualifying Financing, the sum of \$50,000.00; and

(iii) Upon each of the next four following anniversaries of the Qualifying Financing, the sum of \$100,000.00.

(c) The principal amount of the Note (or the outstanding balance thereof, as applicable) shall also become due and payable upon the occurrence of any of the following, without presentment or demand and without any further or other notice of any kind, all of which are hereby waived by ATI and Guarantor:

(i) If ATI fails to make any scheduled payment referred to in subsections (a) or (b) above within fifteen (15) days of the due date for payment;

- (ii) If more than 50% of the issued equity voting capital stock of ATI becomes owned by any person (or their affiliates) other than Guarantor (and his affiliates);
- (iii) Any initial public offering of the securities of ATI;
- (iv) Any sale of all or substantially all of the assets of either ATI or QPI;
- (v) If ATI ceases to own legally and beneficially less than 100% of the total issued equity voting capital stock of QPI;
- (vi) The merger of ATI or QPI with any other entity no matter who the surviving entity may be;
- (vii) Any licensing, joint venture, product development or similar transaction involving any of the assets of either ATI or QPI pursuant to which ATI or QPI receives at least \$3,000,000.00 whether in a lump sum or by installments;
- (viii) The filing of a voluntary or involuntary petition, unless released within sixty (60) days, by or against Guarantor seeking relief under the United States Bankruptcy Code as now constituted or hereafter amended or the appointment of a receiver, trustee, custodian or similar fiduciary for the Guarantor, or an assignment for the benefit of creditors of Guarantor or the making of any general offer of settlement composition or other arrangement to or for the benefit of unsecured creditors of Guarantor.
- (d) If the principal amount of the Note (or any installment thereof) is not paid on the due date, ATI shall be liable to pay interest on the unpaid principal amount at the rate of 10% per annum compounded monthly until payment in full (the "Default Rate"). Such interest shall be added to and form part of the Note Obligations guaranteed by Guarantor.
- (e) ATI shall pay to Noteholder on demand any and all expenses, including the reasonable attorneys' fees and expenses, incurred or paid by Noteholder in enforcing the Note, or his interest as a secured creditor after the occurrence of an event of default thereunder, whether or not any legal proceedings are commenced, together with interest thereon at the Default Rate from the date paid by Noteholder until payment in full by ATI. Such costs and expenses and interest shall be added to and form part of the Note Obligations guaranteed by Guarantor.
- (f) As security for the payment and performance of all of the Note Obligations, ATI hereby agrees to grant to Noteholder a first security interest in all of the assets of ATI (in addition to the stock of QPI) and consents to the filing of a UCC-1 with respect thereto. If there is any default with respect to the Note Obligations, Noteholder, as a secured creditor, may exercise all or any of his remedies under the UCC.

3. Representations and Warranties. ATI and Guarantor hereby jointly and severally represent and warrant as follows:

(a) ATI is validly existing and in good standing under the laws of the State of Delaware and duly qualified and in good standing under the laws of each jurisdiction where the conduct of its business require such qualification.

(b) Each of ATI and Guarantor have the full power and authority to execute and deliver, and perform their respective obligations under, this Agreement and the Note and this Agreement and the Note are supported by legal and sufficient consideration and, when executed and delivered, will be legal, valid and binding obligations of ATI and Guarantor (as the case may be) enforceable in accordance with their terms.

(c) No litigation or governmental proceeding is pending or, to the best knowledge of Guarantor, threatened against ATI or QPI or any of their assets.

(d) To the best knowledge of Guarantor, the intellectual property rights of ATI and QPI do not infringe on the intellectual property rights of any third party and there have been no infringements by third parties of any of the intellectual property rights of ATI or QPI.

(e) No statement or information provided by ATI or Guarantor to Noteholder (whether written or oral) in connection with this Agreement (including the negotiation thereof) contains any untrue statements of a material fact or omits a material fact necessary to make the statement made not misleading.

(f) Guarantor does not have, retain or otherwise claim to have any interest whatsoever in any intellectual property used or to be used by either ATI or QPI.

4. Covenants. During the Forbearance Term (and thereafter for so long as any part of the Note Obligations remains unpaid or unsatisfied) ATI and Guarantor agree as follows:

(a) ATI will maintain its corporate existence in good standing under all applicable laws.

(b) All intellectual property rights of ATI and QPI shall be maintained in full force and effect and will not be allowed to lapse. Any and all filing fees and dues and other payments with respect thereto shall be paid in a timely fashion.

(c) Guarantor and ATI shall keep Noteholder fully and regularly informed as to the status of any negotiations the outcome of which might result in the Note Obligations being satisfied in full or by installments and will provide such further information and explanations as may be reasonably requested by Noteholder.

(d) ATI will provide Noteholder with annual financial statements for ATI consisting of an income statement and a balance sheet prepared in accordance with US GAAP within thirty (30) days of the end of each calendar year (the first such financial statements being for the period ending December 31, 2007).

(e) Guarantor and ATI will promptly notify Noteholder of any event, setback or other circumstance (including, without limitation, any threatened litigation against ATI or QPI

or any challenge to the intellectual property rights of ATI or QPI) which might reasonably be expected to have a material adverse affect on the ability of ATI to satisfy all Note Obligations by the Maturity Date.

(f) Neither ATI nor QPI will incur any indebtedness (other than normal trade credit).

(g) If Noteholder is not a director of ATI, Noteholder shall have the same rights to inspect the books and records of ATI and QPI as would be afforded to a director of ATI (including the right to retain independent accountants and attorneys to assist in such inspection).

5. Tolling. The statute of limitations for taking further action with respect to the default under the Note is tolled as of the date of this Agreement until the Maturity Date. Such tolling is not intended to revive any claims that are time-barred as of the date hereof.

6. Confirmation of Guarantor. Guarantor hereby acknowledges that he will derive a benefit from the execution and delivery of this Agreement and in consideration of such benefit Guarantor hereby acknowledges, confirms and reaffirms that the Guaranty is now and will continue to be in full force and effect and has not been waived, released or terminated by reason of the execution of this Agreement.

7. Survival. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs and assigns. The provisions of this Agreement may be separately enforced from any rights or remedies of Noteholder under the Note and Guaranty. Each and every one of the obligations and undertakings of the parties herein shall be continuing obligations and undertakings and shall not cease and terminate until all of the obligations and undertakings set forth herein, shall have been fully paid, performed and discharged.

8. Consultation/Reasonably Equivalent Value. The parties hereby acknowledge that they have each had the benefit of consultation with their respective legal counsel concerning this Agreement. The parties further acknowledge that by virtue of Noteholder's forbearance in immediately exercising its rights and remedies under the Note and the Guaranty, ATI and Guarantor are receiving reasonably equivalent value for their respective obligations pursuant to the terms and provisions of this Agreement.

9. Voidable Transfers. ATI and Guarantor acknowledge and agree that in the event that the payment of any money pursuant to this Agreement or the Note should for any reason subsequently be declared to be "fraudulent" within the meaning of any state, federal or foreign law relating to fraudulent conveyances, preferential or otherwise avoidable or recoverable, in whole or in part, for any reason, under the United States Bankruptcy Code or any other federal, foreign or state law (collectively referred to herein as "**Voidable Transfer**"), and Noteholder is required to pay or restore any such Voidable Transfer, or any portion thereof, then as to that which is repaid or restored pursuant to any such Voidable Transfer (including all costs, expenses and attorneys' fees of Noteholder related thereto, including without limitation, relief from stay or similar proceedings), the liability of ATI and Guarantor shall automatically be revived, reinstated and restored to the extent thereof, and shall exist as though such Voidable Transfer had never

been made to Noteholder. Nothing set forth herein is an admission that such Voidable Transfer has occurred.

10. Remedies on Default.

(a) Upon the occurrence of any default under the terms of this Agreement or the Note, all Note Obligations evidenced by the Note (as amended by this Agreement) shall revive and Noteholder may immediately enforce fulfillment of all the Note Obligations against ATI and/or Guarantor in accordance with the Note, the Guaranty and this Agreement and exercise all remedies available under the Note, the Guaranty, this Agreement and/or otherwise available to Noteholder, at law or in equity, including all remedies available to Noteholder under the UCC.

(b) The rights and remedies of Noteholder hereunder are cumulative and not exclusive. Any waiver, permit, consent or approval of any kind by Noteholder of any breach or default hereunder, or waiver of any provisions or conditions hereof, must be in writing and shall be effective to the extent set forth in writing.

11. Attorneys' Fees. In the event that this Agreement or any provision hereof shall be enforced by an attorney, whether by suit or otherwise, the fees and costs of such attorney shall be paid by the party who breaches or defaults, hereunder, including fees and costs incurred upon appeal or in bankruptcy court. ATI and Guarantor shall be responsible for reimbursing all legal costs and expenses incurred by Noteholder in connection with the negotiation and execution of this Agreement. ATI and Guarantor acknowledge and agree that all such legal costs and expenses incurred in connection with this Agreement form part of the Note Obligations.

12. Assignment. No party may assign its rights hereunder or delegate the performance of its duties, obligations and undertakings hereunder without the express written consent of the party to this agreement holding the benefit of such duties, obligations and undertakings.

13. Recitals and Captions. The above recitals are true and correct in all respects. The section headings contained in this Agreement are for purposes of reference only and shall not limit, expand or otherwise affect the construction of any provisions hereof.

14. Governing Law. This Agreement and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of California.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but all such counterparts taken together shall constitute only one instrument.

16. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties hereto related to the default of ATI and Noteholder's agreement to forbear from the exercise of its rights and remedies by reason of such default, and supersedes all prior agreements, representations or understandings between them relating to such default. All preceding agreements relating to such default, whether written or oral, are hereby merged into

this Agreement, unless and until ATI and/or Guarantor are in default pursuant to this Agreement or the Note, in which case the terms of the Note and Guaranty shall also apply.

17. Further Action. The parties hereby agree to execute and deliver such additional documents and to take further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

18. Miscellaneous.

(a) All other terms and provisions of the Note are hereby ratified and remain unchanged and in full force and effect. Without limiting the generality of the foregoing, ATI and Guarantor hereby ratify and affirm that the security interests granted to Noteholder under the Note constitute valid and perfected liens on the property described therein and affirm the obligations of the Guarantor arising under the Note.

(b) By entering into this Agreement, Noteholder is not waiving any right, remedy, power or privilege under the Note, nor shall this Agreement in any way be deemed as a waiver of any prior default, or an accommodation to Guarantor in lieu of Noteholder exercising its rights under the Note.

(c) If any term or provision of this Agreement shall be deemed prohibited by or invalid under any applicable law, such provision shall be invalidated without affecting the remaining provisions of this Agreement, the Note, or the Guaranty, respectively.

THIS AGREEMENT has been executed to be effective as of the day and year first above written.

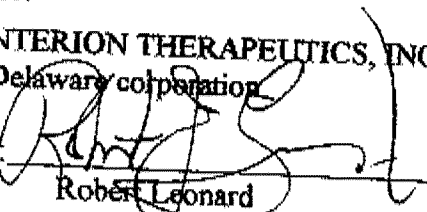
NOTEHOLDER:



John Barllie

ATI:

ANTERION THERAPEUTICS, INC.,
a Delaware corporation

By: 

Robert Leonard
President

GUARANTOR:

By: _____
Robert Leonard

7622.1

FIRST AMENDMENT TO FORBEARANCE AGREEMENT

THIS FIRST AMENDMENT TO FORBEARANCE AGREEMENT (the "Agreement") is made and entered into as of Sept. 17th, 2009, by and between JOHN BAILLIE, an individual ("Noteholder"), ANTERION THERAPEUTICS, INC., a Delaware corporation ("ATI") and ROBERT LEONARD, an individual ("Guarantor").

RECITALS

A. Pursuant to the terms of that certain Promissory Note dated April 17, 2003 (the "Note") ATI purchased all of the issued and outstanding shares of common stock of Quintech Pharmaceuticals, Inc. ("QPI") from Noteholder in consideration of the total sum of \$600,000.00 payable as specified in the Note (the "Note Obligations").

B. As security for the Note Obligations, ATI pledged and granted a security interest in all of the shares of common stock of QPI purchased by ATI from Noteholder.

C. Pursuant to the terms of the Note, Guarantor unconditionally guaranteed the Note Obligations (the "Guaranty").

D. As of November 7, 2007, ATI was in default of the Note Obligations, all amounts due thereunder were payable and Noteholder was entitled to pursue various remedies against ATI and Guarantor.

E. Pursuant to that certain Forbearance Agreement dated as of November 7, 2007 and made by and between ATI, Guarantor and Noteholder (the "Forbearance Agreement"), Noteholder agreed to forbear in enforcement of Noteholder's rights under the Note and the Guaranty, and, upon satisfaction of the terms and conditions of the Forbearance Agreement, to compromise claims against ATI, on the terms and conditions set forth below.

F. ATI and Guarantor have requested Noteholder to amend the terms of the Forbearance Agreement and Noteholder has agreed to do so subject to the terms and conditions of this Agreement.

G. Terms defined in the Forbearance Agreement have the same meaning in this Agreement.

NOW THEREFORE, in consideration of the premises, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Noteholder, ATI and Guarantor agree as follows:

AGREEMENT

1. Maturity Date. The Maturity Date in Section 1 of the Forbearance Agreement shall be extended to May 7, 2010.

2. Modification of Note Obligations. The first payment date with respect to the Note obligations as set forth in Section 2(a) of the Forbearance Agreement shall be May 7, 2010. Furthermore, as security for the payment and performance of all of the Note Obligations, ATI hereby grants to Noteholder a first security interest in all of the assets of ATI (in addition to Noteholder's existing security interests in the stock of QPI) and consents to the filing of a UCC-1 with respect thereto. If there is any default with respect to the Note Obligations, Noteholder, as a secured creditor, will be entitled to exercise all or any of his remedies under the UCC. In addition, at any time prior to May 7, 2010, ATI shall have the right, in full and final satisfaction of all sums due and payable under the Note, to pay to Noteholder the sum of \$200,000 in cash and issue to Noteholder such number of fully paid shares of common stock of ATI as determined by dividing the sum of \$400,000 by the lowest price at which any shares of common stock were sold or agreed to be sold by ATI in the [six months] immediately preceding the date of payment of the sum of \$200,000 referred to above, (the "Interim Payment Date") or, if none, by \$ 1.00 (and rounded down to the nearest whole number). Pursuant to the resolution for the Board of Directors of ATI approving such stock issuance, such shares shall be convertible at the option of Noteholder into shares of any preferred stock issued by ATI after the Interim Payment Date at the same price (i.e., \$400,000 divided by the price per share of such preferred stock). If, as of the Interim Payment Date, ATI shall have issued or agreed to issue any preferred stock, instead of issuing shares of common stock, ATI shall issue shares of the most senior class of such preferred stock at the same price per share as above.

3. Additional Payment. As additional consideration for the agreements of Noteholder herein contained, upon the first payment with respect to the Note Obligations, ATI shall pay an additional sum of \$ 2000 by way of a contribution toward the legal costs incurred by Noteholder in connection with the Forbearance Agreement and this Agreement. Any failure to pay this amount will constitute a default with respect to the Note Obligations for the purposes of Section 2(c)(i) of the Forbearance Agreement.

4. Representations and Warranties. ATI and Guarantor hereby jointly and severally represent and warrant as follows:

(a) ATI is validly existing and in good standing under the laws of the State of Delaware and duly qualified and in good standing under the laws of each jurisdiction where the conduct of its business require such qualification.

(b) Each of ATI and Guarantor have the full power and authority to execute and deliver, and perform their respective obligations under, this Agreement, and this Agreement is supported by legal and sufficient consideration and, when executed and delivered, will be legal, valid and binding obligations of ATI and Guarantor (as the case may be) enforceable in accordance with its terms.

(c) No litigation or governmental proceeding is pending or, to the best knowledge of Guarantor, threatened against ATI or QPI or any of their assets.

(d) To the best knowledge of Guarantor, the intellectual property rights of ATI and QPI do not infringe on the intellectual property rights of any third party and there have been no infringements by third parties of any of the intellectual property rights of ATI or QPI.

(e) No statement or information provided by ATI or Guarantor to Noteholder (whether written or oral) in connection with this Agreement (including the negotiation thereof) contains any untrue statements of a material fact or omits a material fact necessary to make the statement made not misleading.

(f) Guarantor does not have, retain or otherwise claim to have any interest whatsoever in any intellectual property used or to be used by either ATI or QPI.

(g) The Forbearance Agreement, as hereby amended, remains in full force and effect.

5. Tolling. The statute of limitations for taking further action with respect to the default under the Note is tolled as of the date of this Agreement until the Maturity Date. Such tolling is not intended to revive any claims that are time-barred as of the date hereof.

6. Confirmation of Guarantor. Guarantor hereby acknowledges that he will derive a benefit from the execution and delivery of this Agreement and in consideration of such benefit Guarantor hereby acknowledges, confirms and reaffirms that the Guaranty is now and will continue to be in full force and effect and has not been waived, released or terminated by reason of the execution of this Agreement.

7. Consultation. The parties hereby acknowledge that they have each had the opportunity to consult with their respective legal counsel concerning this Agreement.

8. Recitals and Captions. The above recitals are true and correct in all respects. The section headings contained in this Agreement are for purposes of reference only and shall not limit, expand or otherwise affect the construction of any provisions hereof.

9. Governing Law. This Agreement and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of California.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but all such counterparts taken together shall constitute only one instrument.

11. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties hereto related to the Noteholder's agreement to amend the Forbearance Agreement, and supersedes all prior agreements, representations or understandings between them relating to such default.

12. Further Action. The parties hereby agree to execute and deliver such additional documents and to take further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

13. Miscellaneous.


(a) All other terms and provisions of the Forbearance Agreement are hereby ratified and remain unchanged and in full force and effect. Without limiting the generality of the foregoing, ATI and Guarantor hereby ratify and affirm all of the rights granted to Noteholder under the Forbearance Agreement and affirm the obligations of the Guarantor arising under the Note.

(b) By entering into this Agreement, Noteholder is not waiving any right, remedy, power or privilege under the Note or the Forbearance Agreement, nor shall this Agreement in any way be deemed as a waiver of any prior default, or an accommodation to Guarantor in lieu of Noteholder exercising his rights under the Forbearance Agreement or the Note.

(c) If any term or provision of this Agreement shall be deemed prohibited by or invalid under any applicable law, such provision shall be invalidated without affecting the remaining provisions of this Agreement, the Forbearance Agreement, the Note, or the Guaranty, respectively.

THIS AGREEMENT has been executed to be effective as of the day and year first above written.

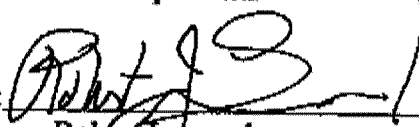
NOTEHOLDER:



John Baillie

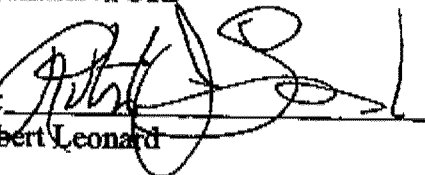
ATI:

ANTERION THERAPEUTICS, INC.,
a Delaware corporation

By: 

Robert Leonard
President

GUARANTOR:

By: 

Robert Leonard

EXHIBIT B

PATENT

REEL: 027728 FRAME: 0854

CMPR**CARLE, MACKIE, POWER & ROSS LLP**
ATTORNEYS100 B STREET, SUITE 400
SANTA ROSA, CALIFORNIA 95401TEL: (707) 526-4200
FAX: (707) 526-4707

January 10, 2012

By Federal ExpressAnterion Therapeutics, Inc.
National Registered Agents, Inc.
160 Greentree Drive, Ste. 101
Dover, DE 19904Anterion Therapeutics, Inc.
11 Vista Avenue
Salem, MA 01970
Attention: Kim Emerling
Acting Chief Executive OfficerRobert Leonard
1000 Loring Ave., B117
Salem, MA 01970Re: Notice of Disposition of Collateral

Gentlemen:

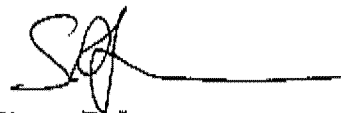
This firm represents Mr. John Baillie. Please find enclosed Notice of Disposition of Collateral issued by Mr. Baillie giving notice of his intention to exercise his rights as the sole secured creditor of Anterion Therapeutics, Inc. ("Anterion"), to sell all of the assets of Anterion that comprise the collateral for the indebtedness of Anterion to Mr. Baillie.

If payment in full of such indebtedness is not received within the time specified, appropriate notices will be published of such sale.

Unless such payment in full is so received, as required by California Commercial Code Section 9609(c), you will need to ensure that all of the assets comprising Mr. Baillie's collateral are assembled and made available for collection. We will advise you of these arrangements in due course.

If you have any questions, please do not hesitate to contact me.

Yours sincerely,



Simon R. Inman

NOTICE OF DISPOSITION OF COLLATERAL**TO:**

Anterion Therapeutics, Inc.
C/O National Registered Agents, Inc. and C/O Kim Emerling
160 Greentree Drive, Ste. 101 11 Vista Avenue
Dover, DE 19904 Salem, MA 01970

Robert Leonard
1000 Loring Ave. B 117
Salem, MA 01970

FROM:

John Baillie
5599 Bennett Valley Lane
Glen Ellen, CA 95442
Telephone: (707) 833-2041

NOTICE IS HEREBY GIVEN THAT pursuant to California Commercial Code sections 9610 - 9613, the undersigned, John Baillie (the "**Secured Party**") will sell all rights, title, and interest in all of the assets of Anterion Therapeutics, Inc., a Delaware corporation, (the "**Debtor**") including, without limitation, as more particularly described in Exhibit A and Exhibit B attached hereto (the "**Collateral**") to the highest qualified bidder in public as follows:

Date: February 22, 2012

Time: 12 noon

Location: Wallace Capital, LLC
 132, Lincoln Street, Suite 6L
 Boston, MA 02111

The Collateral will be sold to the person who is the highest bidder at such public sale. Any prospective purchaser who is the highest bidder, other than Secured Party, will be required to pay the full amount of the purchase price of the Collateral (i) at the time of such public sale, and (ii) in cash, by cashier's check, or in other immediately available funds. If Secured Party is the highest bidder at such public sale, Secured Party may pay the full amount of the purchase price of the Collateral, in whole or in part, by crediting the amount of such purchase price against the balance of the unpaid indebtedness evidenced by that certain Promissory Note by Debtor in favor of Secured Party dated April 17, 2003, in the original principal amount of \$600,000, guaranteed by Robert Leonard, and related Forbearance Agreements dated November 7, 2007, and September 17, 2009 (collectively, the "**Loan Agreements**").

Debtor is entitled to an accounting of the unpaid indebtedness secured by the property that Secured Party intends to sell. Debtor may request an accounting by contacting: Simon R. Inman, Esq., Carle, Mackie, Power & Ross LLP, 100 B Street, Ste. 400, Santa Rosa, CA, 95401, telephone (707) 526-4200.


Secured Party claims a perfected lien against the Collateral as security for the indebtedness referred to in the Loan Agreements of which Debtor is in default. This notice constitutes a demand for payment of all charges, expenses, and costs listed below.

PAYMENT MUST BE MADE WITHIN 10 DAYS FROM THE TIME YOU RECEIVE THIS NOTICE, AND UNLESS PAYMENT IS RECEIVED BY SECURED PARTY, THE COLLATERAL WILL BE LISTED FOR SALE AND SOLD AS NOTICED ABOVE.

The principal amount due and payable pursuant to the Loan Agreements is Five Hundred and Ninety Thousand Dollars (\$590,000). In addition, interest has accrued and continues to accrue and is due and payable pursuant to the Loan Agreements as well as reasonable expenses and attorneys' fees incurred to enforce the security interests against the Collateral. As of December 31, 2011, the amount of such accrued interest is \$98,815.69 and interest continues to accrue at \$161.64 per day.

The sale may be adjourned from time to time, and notice of any adjourned sale date will be given only at the time of the schedule sale and to those who attend the sale.

Dated: January 10, 2012



JOHN BAILLIE

Ad Number 2000580691
ID: Public Sale of Collateral
Class: LEGAL
Begin Date: 2/6/2012
End Date: 2/6/2012

CARLE MACKIE POWER & ROSS LLP
100 B ST. SUITE 400
SANTA ROSA, CA 95401

To place an ad: 617-929-1500

The Boston Globe

CERTIFIED

Below is your advertisement from THE BOSTON GLOBE, beginning 2/6/2012 and ending 2/6/2012, appearing 1 time(s) in Classification, LEGAL.

Thank you!
Boston Globe Advertising

