

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																						
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY																						
CONVEYING PARTY DATA																							
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>A.M. Pappas Life Science Ventures II, LP</td> <td>12/20/2012</td> </tr> <tr> <td>Flagship Ventures</td> <td>12/20/2012</td> </tr> </tbody> </table>		Name	Execution Date	A.M. Pappas Life Science Ventures II, LP	12/20/2012	Flagship Ventures	12/20/2012																
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<table border="1"> <tr> <td>Name:</td> <td>Selventa, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>One Alewife Center</td> </tr> <tr> <td>City:</td> <td>Cambridge</td> </tr> <tr> <td>State/Country:</td> <td>MASSACHUSETTS</td> </tr> <tr> <td>Postal Code:</td> <td>02140</td> </tr> </table>		Name:	Selventa, Inc.	Street Address:	One Alewife Center	City:	Cambridge	State/Country:	MASSACHUSETTS	Postal Code:	02140												
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PROPERTY NUMBERS Total: 10																							
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CORRESPONDENCE DATA																							
Fax Number:	6175231231																						
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																							
Phone:	(617) 570-1000																						

OP \$400.00 10644582

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patentbos@goodwinprocter.com
Correspondent Name: Goodwin Procter-Patent Administrator
Address Line 1: 53 State Street
Address Line 4: Boston, MASSACHUSETTS 02109

NAME OF SUBMITTER:

Brian A. Fairchild

Total Attachments: 8

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NOTICE OF TERMINATION AND RELEASE OF 2005 SECURITY INTEREST IN PATENTS

WHEREAS, the entities set forth on Schedule A hereto (collectively, the “Lenders”) entered into that certain Intellectual Property Security Agreement, dated as of December 14, 2005, with Selventa Inc., a Delaware corporation, formerly known as Genstruct, Inc. (“Debtor”) (as at any time prior to the date hereof amended, supplemented or otherwise modified, the “Security Agreement”), pursuant to which the Debtor granted to the Lenders security interests and liens in and to certain assets of the Debtor, including, without limitation, all of Debtor’s right, title and interest in: (a) any patents, patent applications and patentable inventions, including, without limitation, each patent and patent application identified in Schedule B attached hereto and made a part hereof, and including, without limitation, all inventions and improvements described and claimed therein and the right to make, have made, use or sell, market or advertise for sale the same, and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions thereof and all improvements thereon (the “Patents”), (b) all trademarks, service marks, trade names, trade dress, Internet domain names or other indicia of trade origin, whether registered or unregistered, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Schedule B attached hereto and made a part hereof, and including without limitation the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress, Internet domain name or other indicia of trade origin (the “Marks”), and (c) for each Patent and Trademark, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto (together with the Patents and Marks, the “Intellectual Property”);

WHEREAS, the Lenders have filed with the United States Patent & Trademark Office (the “USPTO”) notices of security interests in the Patents and Marks; and

WHEREAS, the Lenders and the Debtor subsequently entered into that certain Waiver and Consent, dated as of November 16, 2011 (the “Release Date”), agreeing and acknowledging that the Security Agreement was terminated and would have no further force or effect.

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

1. Release of Security Interest. Effective as of the Release Date, the Lenders hereby irrevocably and forever terminate, release and discharge any and all security interests in the Intellectual Property granted by the Debtor under the Security Agreement.

2. Recordation of Release. The Lenders understand and agree that this release may be recorded by or for the Debtor with the USPTO.

3. Further Actions. The Lenders further agree to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Debtor may reasonably require to effect the intent and purpose of this release, provided that all such documents are to be prepared by counsel to the Debtor and the cost and expense of such documents and actions shall be borne solely by the Debtor.

[Signature pages follow]

IN WITNESS WHEREOF, the Lenders have caused this release to be executed as an instrument under seal by their duly authorized officers.

LENDERS:

A. M. PAPPAS LIFE SCIENCE VENTURES II, LP

By AMP&A Management II, LLC, its General Partner

By: Ferd S. Worthy
(Signature)

Name: Ferd S. Worthy

Title: Partner & CFO

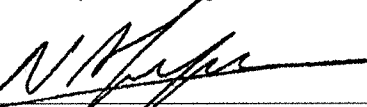
IN WITNESS WHEREOF, the Lenders have caused this release to be executed as an instrument under seal by their duly authorized officers.

LENDERS:

FLAGSHIP VENTURES:

NEWCOGEN GROUP LLC;
NEWCOGEN EQUITY INVESTORS LLC;
NEWCOGEN PE LLC;
NEWCOGEN ÉLAN LLC;
ST NEWCOGEN LLC;
NEWCOGEN LONG REIGN HOLDING LLC

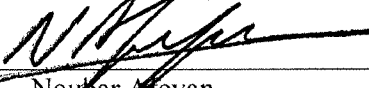
Each by its Manager NewcoGen Group Inc.

By: 

Noubar Afeyan
President

Applied Genomic Technology Capital Fund, L.P.;
AGTC ADVISORS FUND, L.P.

Each by its General Partner, AGTC Partners, L.P.
By its General Partner, NewcoGen Group Inc.

By: 

Noubar Afeyan
President

SCHEDULE A

SCHEDULE OF LENDERS

Lenders
<u>A. M. Pappas Life Science Ventures II, L.P.</u> 7030 Kit Creek Drive P.O. Box 110287 RTP, NC 27709
<u>Flagship Ventures</u> One Memorial Drive 7th Floor Cambridge, MA 02142
<u>Newcogen Group LLC</u>
<u>Newcogen Equity Investors LLC</u>
<u>Newcogen PE LLC</u>
<u>Newcogen Élan LLC</u>
<u>Ss Newcogen LLC</u>
<u>Newcogen Long</u>
<u>Reign Holdings LLC</u>
<u>Applied Genomic Technology Capital Fund, L.P.</u>
<u>AGTC Advisors Fund, L.P.</u>

Schedule B

U.S. PATENT APPLICATIONS

<u>Type</u>	<u>Serial No.</u>	<u>Filing Date</u>
Utility	10/644,582	08/20/2003
Utility	10/717,224	11/19/2003
Utility	10/992,973	11/19/2004
Utility	10/794,407	03/05/2004
Provisional	60/634,405	12/08/2004
Provisional	60/692,509	06/21/2005

INTERNATIONAL PATENT APPLICATIONS

<u>Region</u>	<u>Serial No.</u>	<u>Filing Date</u>
PCT	US03/30652	09/29/2003
Australia	2003299157	09/29/2003
Canada		09/29/2003
Europe	03756888.8	09/29/2003
Israel	IL 167629	09/29/2003
PCT	US03/36857	11/19/2003
PCT	US04/39159	11/19/2004
PCT	US05/00202	01/06/2005
PCT		

U.S. TRADEMARK APPLICATIONS

Mark	Register	App. No.	Filing Date	Class
KNOWLEDGE ASSEMBLY	Principal	78/161,495	09/06/2002	9
KNOWLEDGE ASSEMBLY	Principal	78/161,505	09/06/2002	42
GENSTRUCT	Principal	78/340,824	12/15/2003	9
GENSTRUCT	Principal	78/340,870	12/15/2003	42
MOLECULAR EPISTEMICS	Principal	78/340,877	12/15/2003	9
MOLECULAR EPISTEMICS	Principal	78/340,886	12/15/2003	42
EPISTEMICS ENGINE	Principal	78/340,904	12/15/2003	9
EPISTEMICS ENGINE	Principal	78/340,897	12/15/2003	42

U.S. STATE TRADEMARK REGISTRATIONS

Mark	Jurisdiction	Reg. No.	Reg. Date	Class
KNOWLEDGE ASSEMBLY	Mass.	62,239	11/21/2002	42

INTERNATIONAL TRADEMARK REGISTRATIONS

Mark	Jurisdiction	Reg. No.	Reg. Date	Class
KNOWLEDGE ASSEMBLY	Japan	2003-17674	03/06/2003	9, 42
KNOWLEDGE ASSEMBLY	European Union	306683	11/30/2004	5, 9, 42