

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Comerica Bank		06/19/2006	State Chartered Bank: CALIFORNIA

RECEIVING PARTY DATA

Name:	Elixir Pharmaceuticals, Inc.
Street Address:	One Kendall Square
Internal Address:	Building 1000, 5th Floor
City:	Cambridge
State/Country:	MASSACHUSETTS
Postal Code:	02139
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	78203617	ELIXIR PHARMACEUTICALS
Serial Number:	78203628	E ELIXIR PHARMACEUTICALS
Serial Number:	78203674	E
Serial Number:	78403395	NUTRACENT
Serial Number:	78575907	THE SCIENCE OF OPTIMAL AGING
Serial Number:	78723450	GLUFAST
Registration Number:	2864893	ELIXIR PHARMACEUTICALS
Registration Number:	2871472	E ELIXIR PHARMACEUTICALS
Registration Number:	2844776	E

CORRESPONDENCE DATA

Fax Number: (617)523-1231

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$240.00 78203617

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 (1703-401)
NAME OF SUBMITTER:	Miriam J. Rovner
Signature:	/mjr/
Date:	06/26/2006

Total Attachments: 4
source=Trademarks Comerica#page1.tif
source=Trademarks Comerica#page2.tif
source=Trademarks Comerica#page3.tif
source=Trademarks Comerica#page4.tif

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (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 trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications including, without limitation, each registration and application identified in Exhibit A attached hereto and made a part hereof (the "Trademarks"); and

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

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 Trademarks 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.

[Remainder of Page Intentionally Left Blank]

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: *Ronald Hoya*
Name: *Ronald Hoya*
Title: *Vice President*

EXHIBIT A

U.S. Trademarks

<u>Mark</u>	<u>Serial/Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
ELIXIR PHARMACEUTICALS	78203617	1/15/2003		
E ELIXIR PHARMACEUTICALS	78203628	1/15/2003		
E	78203674	1/15/2003		
NUTRACENT	78403395	4/16/2004		
THE SCIENCE OF OPTIMAL AGING	78575907	2/27/2005		
GLUFAST	78723450	9/29/2005		
ELIXIR PHARMACEUTICALS	78203638	1/15/2003	2864893	7/20/2004
E ELIXIR PHARMACEUTICALS	78203655	1/15/2003	2871472	8/10/2004
E	78203665	1/15/2003	2844776	5/25/2001