

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
MPM Bioventures II-QP, L.P.		06/19/2006	LIMITED PARTNERSHIP: DELAWARE

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 (1703-400)
NAME OF SUBMITTER:	Miriam J. Rovner
Signature:	/mjr/
Date:	06/26/2006

Total Attachments: 4

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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 MPM Bioventures II-QP, L.P., as Collateral Agent (the "Agent") for the benefit of Elixir Pharmaceuticals, Inc. a Delaware corporation (the "Debtor").

WHEREAS, Debtor has entered into that certain Note Purchase Agreement dated as of November 1, 2005 with the Agent (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Note Purchase Agreement");

WHEREAS, to secure payment and performance in full of the lender obligations, Debtor 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 Debtor granted to the Agent security interests and liens in and to certain assets of the Debtors, 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");

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

WHEREAS, Debtor has paid all outstanding amounts currently owing under the Note Purchase Agreement and the security agreements and other financing documents executed in connection therewith and have requested that the Agent release its security interest 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 Agent agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, the Agent hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Trademarks granted by Debtor under the IP Security Agreement.
2. Recordation of Release. The Agent understands and agrees that this Release may be recorded by or for Debtor with the USPTO.
3. Further Actions. The Agent further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that 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 Debtor and the cost and expense of such documents and actions shall be borne solely by Debtor.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Note Purchase Agreement.

5. Governing Law. This Release shall be governed by and construed and enforced under the laws of The Commonwealth of Massachusetts.

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IN WITNESS WHEREOF, the Agent has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

MPM BIOVENTURES II-QP, L.P.

By: MPM Asset Management II, L.P., its General Partner

By: MPM Asset Management II LLC, its General Partner

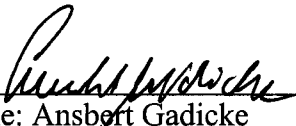
By: 
Name: Ansbert Gadick
Title: Manager

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