

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TM Bioscience Corporation		11/22/2005	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Laurus Master Fund, Ltd.
Street Address:	825 Third Avenue 14th Floor
Internal Address:	c/o Laurus Capital Management LLC
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	COMPANY: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	76246462	HYBASSIST
Registration Number:	2805434	PUTTING THE HUMAN GENOME TO WORK
Registration Number:	2792522	TAG IT
Registration Number:	2792523	TAG IT
Serial Number:	78722560	TAG-IT

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3016380511
 Email: ipresearchplus@comcast.net
 Correspondent Name: IP Research Plus, Inc.
 Address Line 1: 21 Tadcaster Circle
 Address Line 2: Attn: Penelope J.A. Agodoa
 Address Line 4: Waldorf, MARYLAND 20602

CH \$140.00 76246462

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	02/15/2007
Total Attachments: 8 source=31391#page1.tif source=31391#page2.tif source=31391#page3.tif source=31391#page4.tif source=31391#page5.tif source=31391#page6.tif source=31391#page7.tif source=31391#page8.tif	

**GRANT OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS**

THIS GRANT OF SECURITY INTEREST ("Grant"), effected as of November 22nd, 2005, is executed by TM Bioscience Corporation, an Ontario corporation (the "Grantor"), in favor of Laurus Master Fund, Ltd. (the "Secured Party").

A. Pursuant to a Master Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Grantor, certain other Assignors (as defined in the Security Agreement), and the Secured Party, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, the Grantor and the other Assignors have granted a security interest to the Secured Party in consideration of the Secured Party's agreement to provide financial accommodations to the Grantor.

B. The Grantor (1) has adopted, used or is using the trademarks reflected in the trademark registrations and trademark applications in the United States Patent and Trademark Office more particularly described on Schedule 1 annexed hereto as part hereof (the "Trademarks"), and (2) has registered or applied for registration in the United States Patent and Trademark Office of the patents more particularly described on Schedule 2 annexed hereto as part hereof (the "Patents").

C. The Grantor wishes to confirm its grant to the Secured Party of a security interest in all right, title and interest of the Grantor in and to the Trademarks and Patents, and all proceeds thereof, together with the business as well as the goodwill of the business symbolized by, or related or pertaining to, the Trademarks, and the customer lists and records related to the Trademarks and Patents and all causes of action which may exist by reason of infringement of any of the Trademarks and Patents (collectively, the "T&P Collateral"), to secure the payment, performance and observance of the Obligations (as that term is defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. The Grantor does hereby further grant to the Secured Party a security interest in the T&P Collateral to secure the full and prompt payment, performance and observance of the Obligations.

2. The Grantor agrees to perform, so long as the Security Agreement is in effect, all acts deemed necessary or desirable by the Secured Party to permit and assist it, at the Grantor's expense, in obtaining and enforcing the Trademarks and Patents in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. The Grantor hereby appoints the Secured Party as the Grantor's attorney-in-fact to execute and file any and all agreements, instruments, documents and papers as the Secured Party may determine to be necessary or desirable to evidence the Secured Party's

security interest in the Trademarks and Patents or any other element of the T&P Collateral, all acts of such attorney-in-fact being hereby ratified and confirmed.

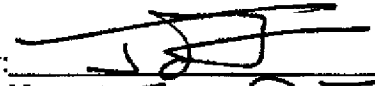
3. The Grantor acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the T&P Collateral granted hereby are more fully set forth in the Security Agreement and the rights and remedies set forth herein are without prejudice to, and are in addition to, those set forth in the Security Agreement. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

4. The Grantor hereby authorizes the Secured Party to file all such financing statements or other instruments to the extent required by the Uniform Commercial Code and agrees to execute all such other documents, agreements and instruments as may be required or deemed necessary by the Secured Party, in each case for purposes of affecting or continuing Secured Party's security interest in the T&P Collateral.

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IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the day and year first above written.

TM BIOSCIENCE CORPORATION

By: 
Name: James Pebt
Title: Chief Financial officer

LAURUS MASTER FUND, LTD.

By: _____

Name: *David G. ...*
Title: *Director*

SCHEDULE 1 TO GRANT OF SECURITY INTEREST
REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

	<u>Trademark</u>	<u>Registration or Application Number</u>	<u>Registration or Application Date</u>	<u>Country</u>	<u>Status</u>
1.	Hybassist	76/246,462	April 25, 2001	United States	Allowed
2.	Putting the Human Genome to Work	2,805,434	October 17, 2001	United States	Registered
3.	Tag It	2,792,522	May 3, 2002	United States	Registered
4.	Tag It	2,792, 523	May 3, 2002	United States	Registered
5.	Tag-It	78/722,560	September 29, 2005	United States	Pending

SCHEDULE 2 TO GRANT OF SECURITY INTEREST**PATENTS AND PATENT APPLICATIONS**

<u>Patent</u>	<u>Registration or Application Number</u>	<u>Filing Date/ Issue Date</u>	<u>Country</u>	<u>Status</u>
Method of Preparing DNA Sequences with Known Ligand Binding Characteristics	5,593,834	April 26, 1995 January 14, 1997	United States	Issued
Thermodynamics, Design, and Use of Nucleic Acid Sequences	6,027,884	December 11, 1996 February 22, 2000	United States	Issued
Nucleic Acid Capture Moieties	5,770,365	August 25, 1995 June 23, 1998	United States	Issued
Signal Amplification Method	5,902,724	July 11, 1997 May 11, 1999	United States	Issued
Signal Amplification Method	6,245,513	April 16, 1999 June 12, 2001	United States	Issued
Process for Selecting Anti-Sense Oligonucleotides	6,060,248	February 23, 1998 May 9, 2000	United States	Issued
Methods and Compositions for Modulating Melting Temperatures of Nucleic Acids	6,221,589	July 16, 1998 April 24, 2001	United States	Issued
Method and Composition for Modulating Marginally Indiscriminant Hybridizations	10/902,049	July 30, 2004	United States	Pending
Captured Moieties for Nucleic Acid and Uses Thereof	10/297,539	December 6, 2002	United States	Pending
Methods of Designing and Selecting Polynucleotide Sequences	10/203,383	August 9, 2002	United States	Pending
Polynucleotides for Use as Tags and Tag Complements, Manufacture and Use Thereof	10/470,107	January 25, 2002	United States	Pending
Polynucleotides for Use as Tags and Tag Complements, Manufacture and Use Thereof	10/470,073	January 25, 2002	United States	Pending

<u>Patent</u>	<u>Registration or Application Number</u>	<u>Filing Date/ Issue Date</u>	<u>Country</u>	<u>Status</u>
Polynucleotides for use as Tags and Tag Complements in the Detection of Nucleic Acid Sequences	10/625,755	July 23, 2003	United States	Pending
Method and Kit for Detection of Diseases Having an Increased Frequency in the Ashkenazi Jew Population	60/682,849	May 20, 2005	United States	Pending