TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ActivBiotics, Inc.		12/07/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Horizon Technology Funding Company, LLC	
Street Address:	76 Batterson Park Road	
City:	Farmington	
State/Country:	CONNECTICUT	
Postal Code:	06032	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78387535	ACTIVBIOTICS

CORRESPONDENCE DATA

Fax Number: (617)951-7050

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

Phone: (617)951-7933

Email: jennifer.holmes@ropesgray.com, patricia.chen@ropesgray.com,

erin.dugan@ropesgray.com

Correspondent Name: Jennifer K. Holmes c/o Ropes & Gray LLP

Address Line 1: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	HRZN-014	
NAME OF SUBMITTER:	Jennifer K. Holmes, Esq.	
Signature:	/jennifer holmes/	
Date:	01/07/2008	

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REEL: 003691 FRAME: 0480

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Total Attachments: 2

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TRADEMARK REEL: 003691 FRAME: 0481

GRANT OF SECURITY INTEREST TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of December 7, 2007, is executed by ActivBiotics, Inc., a Delaware corporation with an address of 40 Prentiss Street, Cambridge, Massachusetts 02140 ("<u>Debtor</u>"), in favor of HORIZON TECHNOLOGY FUNDING COMPANY LLC, a Delaware limited liability company with an address of 76 Batterson Park Road, Farmington, Connecticut 06032 ("<u>Secured Party</u>").

- A. Pursuant to a certain Loan and Security Agreement, dated as of the date hereof (the "<u>Agreement</u>") by and between Debtor and the Secured Party, the Secured Party has agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein;
- B. Debtor owns the registered trademarks, service marks (and applications and registrations therefor), of the United States, more particularly described on <u>Schedules 1</u> annexed hereto as part hereof (collectively, the "<u>Trademarks</u>");
- C. Pursuant to the Agreement, Debtor has granted to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with associated goodwill, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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

ACTIVBIOTICS, INC.

Name:

Title:

SCHEDULE 1 TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

Trademark Application

Owner

Serial Number

Application Date

ACTIVBIOTICS

Active Biotics, Inc.

78387535

03/19/2004

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RECORDED: 01/07/2008

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