

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
New Enterprise Associates 10		12/04/2008	LIMITED PARTNERSHIP: MARYLAND
Burrill Life Sciences Capital Fund, L.P.		12/04/2008	CORPORATION: CALIFORNIA
Burrill Indiana Life Sciences Capital Fund, L.P.		12/04/2008	CORPORATION: CALIFORNIA
OFCO Club IV		12/04/2008	CORPORATION: SWEDEN
HealthCap IV KB		12/04/2008	CORPORATION: SWEDEN
HealthCap IV, L.P.		12/04/2008	CORPORATION: SWITZERLAND
HealthCap IV BIS, L.P.		12/04/2008	CORPORATION: SWITZERLAND
S.R. One, Limited		12/04/2008	CORPORATION: PENNSYLVANIA
Quaker BioVentures, L.P.		12/04/2008	CORPORATION: PENNSYLVANIA
Quaker BioVentures Tobacco Fund, L.P.		12/04/2008	CORPORATION: PENNSYLVANIA
POSCO BioVentures I, L.P.		12/04/2008	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Nucleonics, Inc.
Street Address:	13 Summit Square Center #305
City:	Langhorne
State/Country:	PENNSYLVANIA
Postal Code:	19047-1098
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3450815	NUCLEONICS INC.
Registration Number:	3455225	DELIVERING ON THE PROMISE OF RNAI THERAPEUTICS

CORRESPONDENCE DATA

900122611

**TRADEMARK
 REEL: 003902 FRAME: 0724**

OP \$65.00 3450815

Fax Number: (215)979-1020
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 215-979-1255
 Email: swapicelli@duanemorris.com
 Correspondent Name: Samuel W. Apicelli
 Address Line 1: Duane Morris LLP
 Address Line 2: 30 S 17th Street
 Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	D8022-01000
NAME OF SUBMITTER:	Samuel W. Apicelli
Signature:	/Samuel W. Apicelli/
Date:	12/05/2008

Total Attachments: 32
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**CONSENT OF NOTEHOLDERS
AND LIMITED POWER OF ATTORNEY**

The undersigned, being all of the holders of the Convertible Secured Promissory Notes (the "Notes") issued under the Note Purchase Agreement dated as of May 30, 2008 and the Note Purchase Agreement dated as of July 11, 2008 (the "Agreements"), by and among Nucleonics, Inc. (the "Company"), a Delaware corporation, and the undersigned, as secured parties under the Notes, hereby consent to and approve the following resolutions:

RESOLVED, that the undersigned hereby consent to the release of the security interest of the undersigned under the Notes in the Intellectual Property of the Company as described in Schedule I hereto;

FURTHER RESOLVED, that the UCC-1 Financing Statement filed in the State of Delaware, # 2008 2982922 (the "Financing Statement") shall be terminated, and the Company is hereby authorized to file an amendment to the Financing Statement effecting the termination thereof; and

FURTHER RESOLVED, that Richard F. Fitzgerald and Robert J. Towarnicki, and each or either of them acting singly, are hereby constituted and appointed as each of the undersigned's true and lawful attorney, in accordance with 37 C.F.R. § 3.73, with full power of substitution, for the undersigned and in its name, place and stead or otherwise, by and on behalf of the undersigned, for the limited purpose of executing and delivering such documents and instruments, including but not limited to releases of security interests held by each of the undersigned with respect to the Company, and filing any and all such documents or instruments, as they or either of them deem necessary or appropriate, with the U.S. Patent and Trademark Office for the purpose of releasing each and every security interest of the undersigned recorded by the Company with such office.

IN WITNESS WHEREOF, the undersigned have executed this consent as of the 4th day of December, 2008.

NEW ENTERPRISE ASSOCIATES 10, LIMITED PARTNERSHIP

By: NEA Partners 10, Limited Partnership,
Its General Partner

By: Charles W. Newhall III
Name: Charles W. Newhall, III
Title: General Partner

BURRILL LIFE SCIENCES CAPITAL FUND, L.P.

By: BURRILL & COMPANY (LIFE SCIENCES GP) LLC, Its General Partner

By: _____
Name:
Title:

BURRILL INDIANA LIFE SCIENCES CAPITAL FUND, L.P.

By: BURRILL & COMPANY (INDIANA GP), LLC, Its General Partner

By: _____
Name:
Title:

OFCO CLUB IV

By: Odlander, Fredrikson & Co AB,
As a member and on behalf of all members

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this consent as of the 4th day of December, 2008.

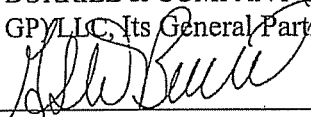
NEW ENTERPRISE ASSOCIATES 10, LIMITED PARTNERSHIP

By: NEA Partners 10, Limited Partnership,
Its General Partner

By: _____
Name:
Title:

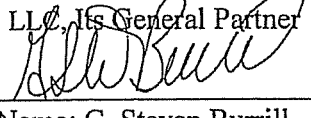
BURRILL LIFE SCIENCES CAPITAL FUND, L.P.

By: BURRILL & COMPANY (LIFE SCIENCES
GP) LLC, Its General Partner

By:  _____
Name: G. Steven Burrill
Title: Managing Member

BURRILL INDIANA LIFE SCIENCES CAPITAL FUND, L.P.

By: BURRILL & COMPANY (INDIANA GP),
LLC, Its General Partner

By:  _____
Name: G. Steven Burrill
Title: Managing Member

OFCO CLUB IV

By: Odlander, Fredrikson & Co AB,
As a member and on behalf of all members

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this consent as of the 4th day of December, 2008.

NEW ENTERPRISE ASSOCIATES 10, LIMITED PARTNERSHIP

By: NEA Partners 10, Limited Partnership,
Its General Partner

By: _____
Name:
Title:

BURRILL LIFE SCIENCES CAPITAL FUND, L.P.

By: BURRILL & COMPANY (LIFE SCIENCES GP) LLC, Its General Partner

By: _____
Name:
Title:

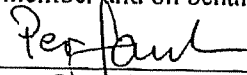
BURRILL INDIANA LIFE SCIENCES CAPITAL FUND, L.P.

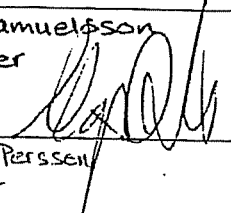
By: BURRILL & COMPANY (INDIANA GP), LLC, Its General Partner

By: _____
Name:
Title:

OFCO CLUB IV

By: Odlander, Fredrikson & Co AB,
As a member and on behalf of all members

By: 
Name: Per Samuelsson
Title: Partner

By: 
Name: Magnus Persson
Title: Partner

HEALTHCAP IV KB

By: HealthCap IV GP AB, its General Partner

By: Per Samuelsson
Name: Per Samuelsson
Title: Partner

By: Magnus Persson
Name: Magnus Persson
Title: Partner

HEALTHCAP IV, L.P.

By: HealthCap IV, GP S.A., its General Partner

By: _____
Name:
Title:

By: _____
Name:
Title:

HEALTHCAP IV BIS, L.P.

By: HealthCap IV, GP S.A., its General Partner

By: _____
Name:
Title:

By: _____
Name:
Title:

HEALTHCAP IV KB

By: HealthCap IV GP AB, its General Partner

By: _____

Name:

Title:


By: _____

Name:

Title:

HEALTHCAP IV, L.P.

By: HealthCap IV, GP S.A., its General Partner

By: 

Name:

Title:

President

By: _____

Name:

Title:

HEALTHCAP IV BIS, L.P.

By: HealthCap IV, GP S.A., its General Partner

By: 

Name:

Title:

President

By: _____

Name:

Title:

TRADEMARK

REEL: 003902 FRAME: 0731

S.R. ONE, LIMITED

By: Philip L. Smith
Name: PHILIP L. SMITH
Title: General Partner

QUAKER BIOVENTURES, L.P.

By: QUAKER BIOVENTURES CAPITAL, L.P.,
its general partner

By: QUAKER BIOVENTURES CAPITAL, LLC,
its general partner

By: _____
Name:
Title:

QUAKER BIOVENTURES TOBACCO FUND,
L.P.

By: QUAKER BIOVENTURES CAPITAL, L.P.,
its general partner

By: QUAKER BIOVENTURES CAPITAL, LLC,
its general partner

By: _____
Name:
Title:

POSCO BIOVENTURES I, L.P.

By: POSCO BioVentures Management, LLC,
its General Partner

By: _____
Name:
Title:


S.R. ONE, LIMITED

By: _____
Name:
Title:

QUAKER BIOVENTURES, L.P.

By: QUAKER BIOVENTURES CAPITAL, L.P.,
its general partner


By: QUAKER BIOVENTURES CAPITAL, LLC,
its general partner

By: 
Name: Adele C. Oliva
Title: Vice President

QUAKER BIOVENTURES TOBACCO FUND,
L.P.

By: QUAKER BIOVENTURES CAPITAL, L.P.,
its general partner

By: QUAKER BIOVENTURES CAPITAL, LLC,
its general partner

By: 
Name: Adele C. Oliva
Title: Vice President

POSCO BIOVENTURES I, L.P.

By: POSCO BioVentures Management, LLC,
its General Partner

By: _____
Name:
Title:

S.R. ONE, LIMITED

By: _____
Name:
Title:

QUAKER BIOVENTURES, L.P.

By: QUAKER BIOVENTURES CAPITAL, L.P.,
its general partner

By: QUAKER BIOVENTURES CAPITAL, LLC,
its general partner

By: _____
Name:
Title:

QUAKER BIOVENTURES TOBACCO FUND,
L.P.

By: QUAKER BIOVENTURES CAPITAL, L.P.,
its general partner

By: QUAKER BIOVENTURES CAPITAL, LLC,
its general partner

By: _____
Name:
Title:

POSCO BIOVENTURES I, L.P.

By: POSCO BioVentures Management, LLC,
its General Partner

By:  _____
Name:
Title: Leo Kim
Managing Member

Schedule I

Intellectual Property

“Intellectual Property” shall mean all foreign and domestic intangible property and rights, existing as of the date hereof and/or discovered, developed or obtained subsequent to the date hereof, and owned, controlled, licensed, possessed or otherwise obtained or used by the Company, including, without limitation: (i) trademarks, service marks, brand names, certification marks, collective marks, d/b/a’s, Internet domain names, logos, symbols, trade dress, assumed names, fictitious names, trade names, and other indicia of origin, all applications and registration for the foregoing, and all goodwill associated therewith and symbolized thereby, including all extensions, modifications and renewals of same; (ii) inventions, discoveries and ideas, whether patentable or not, and all patents, registrations and applications therefor, including divisions, continuations, continuations-in-part, requests for continued examination, and renewal applications, and including renewals, extensions and reissues; (iii) confidential and proprietary information, trade secrets and know-how, including processes, schematics, formulae, drawings, prototypes, models, designs and customer lists; (iv) published and unpublished works of authorship, whether copyrightable or not (including, without limitation, databases and other compilations of information), copyrights therein and thereto, and registrations and applications therefor, and all renewals, extensions, restorations and reversions thereof; (v) all FDA applications, registrations, filings and other rights; (vi) all other intellectual property or proprietary rights and claims or causes of action arising out of or related to any infringement, misappropriation or other violation of any of the foregoing, including rights to recover for past, present and future violations thereof; and (vii) all Proceeds therefrom.

RELEASE OF SECURITY INTEREST IN TRADEMARKS

Whereas New Enterprise Associates 10, a Limited Partnership, at 1119 St. Paul Street; Baltimore, MD 21202 (hereinafter referred to as the "Lien Holder"), was granted a security interest in certain Trademarks, Trademark Registrations, and the business and goodwill of the business associated therewith as set forth on Schedule A (the "Trademarks"), by Nucleonics, Inc., a corporation organized under the laws of the State of Delaware, and having a business address of 13 Summit Square Center #305, Langhorne, PA 19047-1098 (hereinafter referred to as "Trademark Owner");

Whereas, a security interest was granted in the Trademarks and recorded with the United States Patent and Trademark Office on September 30, 2008 at Reel No. 003861 and Frame No. 0539 (the "Security Interest");

Whereas, the Lien Holder is desirous of releasing the Security Interest to Trademark Owner;

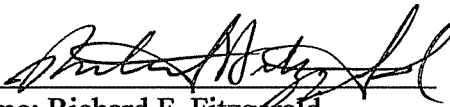
Whereas, the Lien Holder has conferred a limited Power of Attorney on the undersigned to execute the release on behalf of the Lien Holder and a copy of the Consent of Noteholders and Limited Power of Attorney is attached hereto;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Lien Holder has released and by these presents does hereby release, unto Trademark Owner, and the successors and assigns of Trademark Owner, the Security Interests, including without limitation any security interests which Lien Holder may have obtained to the Trademarks; and

The Lien Holder agrees, at Trademark Owner's expense and request, to take all lawful acts which any assignee of the Trademarks may deem advisable or necessary in order to render this release fully effective and to make this release of record in the U.S. Patent and Trademark Office and corresponding government offices throughout the world, and such other government offices as Trademark Owner may select, including without limitation, execution of lawful documents.

New Enterprise Associates 10, as Lien Holder

Dated: December 5, 2008

By: 
Name: Richard F. Fitzgerald
Title: attorney-in-fact

DM3\867893.1

SCHEDULE A

<u>Registration No.</u>	<u>Issue Date</u>	<u>Mark</u>
3,455,225	June 24, 2008	DELIVERING ON THE PROMISE OF RNAI THERAPEUTICS
3,450,815	June 17, 2008	NUCLEONICS INC and Design

RELEASE OF SECURITY INTEREST IN TRADEMARKS

Whereas Burrill Life Sciences Capital Fund, L.P., a Corporation, at One Embarcadero Center, Suite 2700; San Francisco, CA 94111 (hereinafter referred to as the "Lien Holder"), was granted a security interest in certain Trademarks, Trademark Registrations, and the business and goodwill of the business associated therewith as set forth on Schedule A (the "Trademarks"), by Nucleonics, Inc., a corporation organized under the laws of the State of Delaware, and having a business address of 13 Summit Square Center #305, Langhorne, PA 19047-1098 (hereinafter referred to as "Trademark Owner");

Whereas, a security interest was granted in the Trademarks and recorded with the United States Patent and Trademark Office on September 30, 2008 at Reel No. 003861 and Frame No. 0539 (the "Security Interest");

Whereas, the Lien Holder is desirous of releasing the Security Interest to Trademark Owner;

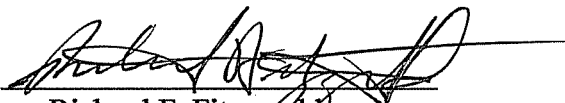
Whereas, the Lien Holder has conferred a limited Power of Attorney on the undersigned to execute the release on behalf of the Lien Holder and a copy of the Consent of Noteholders and Limited Power of Attorney is attached hereto;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Lien Holder has released and by these presents does hereby release, unto Trademark Owner, and the successors and assigns of Trademark Owner, the Security Interests, including without limitation any security interests which Lien Holder may have obtained to the Trademarks; and

The Lien Holder agrees, at Trademark Owner's expense and request, to take all lawful acts which any assignee of the Trademarks may deem advisable or necessary in order to render this release fully effective and to make this release of record in the U.S. Patent and Trademark Office and corresponding government offices throughout the world, and such other government offices as Trademark Owner may select, including without limitation, execution of lawful documents.

Burrill Life Sciences Capital Fund, L.P., as Lien Holder

Dated: December 5, 2008

By: 
Name: Richard F. Fitzgerald
Title: attorney-in-fact

DM3\867920.1

SCHEDULE A

<u>Registration No.</u>	<u>Issue Date</u>	<u>Mark</u>
3,455,225	June 24, 2008	DELIVERING ON THE PROMISE OF RNAI THERAPEUTICS
3,450,815	June 17, 2008	NUCLEONICS INC and Design

RELEASE OF SECURITY INTEREST IN TRADEMARKS

Whereas Burrill Indiana Life Sciences Capital Fund, L.P., a Corporation, at One Embarcadero Center, Suite 2700; San Francisco, CA 94111 (hereinafter referred to as the "Lien Holder"), was granted a security interest in certain Trademarks, Trademark Registrations, and the business and goodwill of the business associated therewith as set forth on Schedule A (the "Trademarks"), by Nucleonics, Inc., a corporation organized under the laws of the State of Delaware, and having a business address of 13 Summit Square Center #305, Langhorne, PA 19047-1098 (hereinafter referred to as "Trademark Owner");

Whereas, a security interest was granted in the Trademarks and recorded with the United States Patent and Trademark Office on September 30, 2008 at Reel No. 003861 and Frame No. 0539 (the "Security Interest");

Whereas, the Lien Holder is desirous of releasing the Security Interest to Trademark Owner;

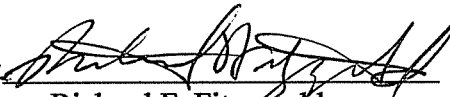
Whereas, the Lien Holder has conferred a limited Power of Attorney on the undersigned to execute the release on behalf of the Lien Holder and a copy of the Consent of Noteholders and Limited Power of Attorney is attached hereto;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Lien Holder has released and by these presents does hereby release, unto Trademark Owner, and the successors and assigns of Trademark Owner, the Security Interests, including without limitation any security interests which Lien Holder may have obtained to the Trademarks; and

The Lien Holder agrees, at Trademark Owner's expense and request, to take all lawful acts which any assignee of the Trademarks may deem advisable or necessary in order to render this release fully effective and to make this release of record in the U.S. Patent and Trademark Office and corresponding government offices throughout the world, and such other government offices as Trademark Owner may select, including without limitation, execution of lawful documents.

Burrill Indiana Life Sciences Capital Fund, L.P., as Lien Holder

Dated: December 5, 2008

By: 
Name: Richard F. Fitzgerald
Title: attorney-in-fact

DM3\867922.1

SCHEDULE A

<u>Registration No.</u>	<u>Issue Date</u>	<u>Mark</u>
3,455,225	June 24, 2008	DELIVERING ON THE PROMISE OF RNAI THERAPEUTICS
3,450,815	June 17, 2008	NUCLEONICS INC and Design

RELEASE OF SECURITY INTEREST IN TRADEMARKS

Whereas OFCO Club IV, a Corporation, at c/o Odlander, Fredrikson & Co AB; Standvägen 5B, SE-114 51 Stockholm, Sweden (hereinafter referred to as the "Lien Holder"), was granted a security interest in certain Trademarks, Trademark Registrations, and the business and goodwill of the business associated therewith as set forth on Schedule A (the "Trademarks"), by Nucleonics, Inc., a corporation organized under the laws of the State of Delaware, and having a business address of 13 Summit Square Center #305, Langhorne, PA 19047-1098 (hereinafter referred to as "Trademark Owner");

Whereas, a security interest was granted in the Trademarks and recorded with the United States Patent and Trademark Office on September 30, 2008 at Reel No. 003861 and Frame No. 0539 (the "Security Interest");

Whereas, the Lien Holder is desirous of releasing the Security Interest to Trademark Owner;


Whereas, the Lien Holder has conferred a limited Power of Attorney on the undersigned to execute the release on behalf of the Lien Holder and a copy of the Consent of Noteholders and Limited Power of Attorney is attached hereto;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Lien Holder has released and by these presents does hereby release, unto Trademark Owner, and the successors and assigns of Trademark Owner, the Security Interests, including without limitation any security interests which Lien Holder may have obtained to the Trademarks; and

The Lien Holder agrees, at Trademark Owner's expense and request, to take all lawful acts which any assignee of the Trademarks may deem advisable or necessary in order to render this release fully effective and to make this release of record in the U.S. Patent and Trademark Office and corresponding government offices throughout the world, and such other government offices as Trademark Owner may select, including without limitation, execution of lawful documents.

OFCCO Club IV, as Lien Holder

Dated: December 5, 2008

By: 
Name: Richard F. Fitzgerald
Title: attorney-in-fact

SCHEDULE A

<u>Registration No.</u>	<u>Issue Date</u>	<u>Mark</u>
3,455,225	June 24, 2008	DELIVERING ON THE PROMISE OF RNAI THERAPEUTICS
3,450,815	June 17, 2008	NUCLEONICS INC and Design

RELEASE OF SECURITY INTEREST IN TRADEMARKS

Whereas HealthCap IV KB, a Corporation, at Standvägen 5B, SE-114 51 Stockholm, Sweden (hereinafter referred to as the "Lien Holder"), was granted a security interest in certain Trademarks, Trademark Registrations, and the business and goodwill of the business associated therewith as set forth on Schedule A (the "Trademarks"), by Nucleonics, Inc., a corporation organized under the laws of the State of Delaware, and having a business address of 13 Summit Square Center #305, Langhorne, PA 19047-1098 (hereinafter referred to as "Trademark Owner");

Whereas, a security interest was granted in the Trademarks and recorded with the United States Patent and Trademark Office on September 30, 2008 at Reel No. 003861 and Frame No. 0539 (the "Security Interest");

Whereas, the Lien Holder is desirous of releasing the Security Interest to Trademark Owner;


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The Lien Holder agrees, at Trademark Owner's expense and request, to take all lawful acts which any assignee of the Trademarks may deem advisable or necessary in order to render this release fully effective and to make this release of record in the U.S. Patent and Trademark Office and corresponding government offices throughout the world, and such other government offices as Trademark Owner may select, including without limitation, execution of lawful documents.

HealthCap IV KB, as Lien Holder

Dated: December 5, 2008

By: 
Name: Richard F. Fitzgerald
Title: attorney-in-fact

DM3\867901.1

SCHEDULE A

<u>Registration No.</u>	<u>Issue Date</u>	<u>Mark</u>
3,455,225	June 24, 2008	DELIVERING ON THE PROMISE OF RNAI THERAPEUTICS
3,450,815	June 17, 2008	NUCLEONICS INC and Design

RELEASE OF SECURITY INTEREST IN TRADEMARKS

Whereas HealthCap IV, L.P., a Corporation, at c/o HealthCap IV, GP S.A., 18 Avenue d' Ouchy; CH-1006 Lausanne, Switzerland (hereinafter referred to as the "Lien Holder"), was granted a security interest in certain Trademarks, Trademark Registrations, and the business and goodwill of the business associated therewith as set forth on Schedule A (the "Trademarks"), by Nucleonics, Inc., a corporation organized under the laws of the State of Delaware, and having a business address of 13 Summit Square Center #305, Langhorne, PA 19047-1098 (hereinafter referred to as "Trademark Owner");

Whereas, a security interest was granted in the Trademarks and recorded with the United States Patent and Trademark Office on September 30, 2008 at Reel No. 003861 and Frame No. 0539 (the "Security Interest");

Whereas, the Lien Holder is desirous of releasing the Security Interest to Trademark Owner;

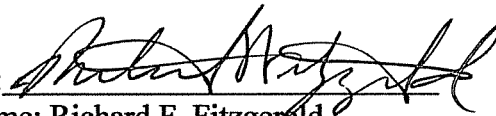
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Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Lien Holder has released and by these presents does hereby release, unto Trademark Owner, and the successors and assigns of Trademark Owner, the Security Interests, including without limitation any security interests which Lien Holder may have obtained to the Trademarks; and

The Lien Holder agrees, at Trademark Owner's expense and request, to take all lawful acts which any assignee of the Trademarks may deem advisable or necessary in order to render this release fully effective and to make this release of record in the U.S. Patent and Trademark Office and corresponding government offices throughout the world, and such other government offices as Trademark Owner may select, including without limitation, execution of lawful documents.

HealthCap IV, L.P., as Lien Holder

Dated: December 5, 2008

By: 
Name: Richard F. Fitzgerald
Title: attorney-in-fact

SCHEDULE A

<u>Registration No.</u>	<u>Issue Date</u>	<u>Mark</u>
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3,450,815	June 17, 2008	NUCLEONICS INC and Design

RELEASE OF SECURITY INTEREST IN TRADEMARKS

Whereas HealthCap IV BIS, L.P., a Corporation, at c/o HealthCap IV, GP S.A., 18 Avenue d' Ouchy; CH-1006 Lausanne, Switzerland (hereinafter referred to as the "Lien Holder"), was granted a security interest in certain Trademarks, Trademark Registrations, and the business and goodwill of the business associated therewith as set forth on Schedule A (the "Trademarks"), by Nucleonics, Inc., a corporation organized under the laws of the State of Delaware, and having a business address of 13 Summit Square Center #305, Langhorne, PA 19047-1098 (hereinafter referred to as "Trademark Owner");

Whereas, a security interest was granted in the Trademarks and recorded with the United States Patent and Trademark Office on September 30, 2008 at Reel No. 003861 and Frame No. 0539 (the "Security Interest");

Whereas, the Lien Holder is desirous of releasing the Security Interest to Trademark Owner;

Whereas, the Lien Holder has conferred a limited Power of Attorney on the undersigned to execute the release on behalf of the Lien Holder and a copy of the Consent of Noteholders and Limited Power of Attorney is attached hereto;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Lien Holder has released and by these presents does hereby release, unto Trademark Owner, and the successors and assigns of Trademark Owner, the Security Interests, including without limitation any security interests which Lien Holder may have obtained to the Trademarks; and

The Lien Holder agrees, at Trademark Owner's expense and request, to take all lawful acts which any assignee of the Trademarks may deem advisable or necessary in order to render this release fully effective and to make this release of record in the U.S. Patent and Trademark Office and corresponding government offices throughout the world, and such other government offices as Trademark Owner may select, including without limitation, execution of lawful documents.

HealthCap IV BIS, L.P., as Lien Holder

Dated: December 5, 2008

By: 

Name: Richard F. Fitzgerald

Title: attorney-in-fact

DM3\867919.1

SCHEDULE A

<u>Registration No.</u>	<u>Issue Date</u>	<u>Mark</u>
3,455,225	June 24, 2008	DELIVERING ON THE PROMISE OF RNAI THERAPEUTICS
3,450,815	June 17, 2008	NUCLEONICS INC and Design

RELEASE OF SECURITY INTEREST IN TRADEMARKS

Whereas S.R. One, Limited, a Corporation, at 161 Washington Street, Suite 500; Eight Tower Bridge, Conshohocken, PA 19428 (hereinafter referred to as the "Lien Holder"), was granted a security interest in certain Trademarks, Trademark Registrations, and the business and goodwill of the business associated therewith as set forth on Schedule A (the "Trademarks"), by Nucleonics, Inc., a corporation organized under the laws of the State of Delaware, and having a business address of 13 Summit Square Center #305, Langhorne, PA 19047-1098 (hereinafter referred to as "Trademark Owner");

Whereas, a security interest was granted in the Trademarks and recorded with the United States Patent and Trademark Office on September 30, 2008 at Reel No. 003861 and Frame No. 0539 (the "Security Interest");

Whereas, the Lien Holder is desirous of releasing the Security Interest to Trademark Owner;

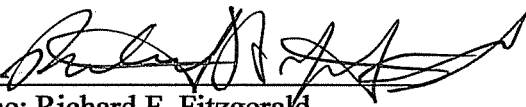
Whereas, the Lien Holder has conferred a limited Power of Attorney on the undersigned to execute the release on behalf of the Lien Holder and a copy of the Consent of Noteholders and Limited Power of Attorney is attached hereto;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Lien Holder has released and by these presents does hereby release, unto Trademark Owner, and the successors and assigns of Trademark Owner, the Security Interests, including without limitation any security interests which Lien Holder may have obtained to the Trademarks; and

The Lien Holder agrees, at Trademark Owner's expense and request, to take all lawful acts which any assignee of the Trademarks may deem advisable or necessary in order to render this release fully effective and to make this release of record in the U.S. Patent and Trademark Office and corresponding government offices throughout the world, and such other government offices as Trademark Owner may select, including without limitation, execution of lawful documents.

S.R. One, Limited, as Lien Holder

Dated: December 5, 2008

By: 
Name: Richard F. Fitzgerald
Title: attorney-in-fact

SCHEDULE A

<u>Registration No.</u>	<u>Issue Date</u>	<u>Mark</u>
3,455,225	June 24, 2008	DELIVERING ON THE PROMISE OF RNAI THERAPEUTICS
3,450,815	June 17, 2008	NUCLEONICS INC and Design

RELEASE OF SECURITY INTEREST IN TRADEMARKS

Whereas Quaker BioVentures, L.P., a Corporation, at Cira Centre, 2929 Arch Street; Philadelphia, PA 19104-2868 (hereinafter referred to as the "Lien Holder"), was granted a security interest in certain Trademarks, Trademark Registrations, and the business and goodwill of the business associated therewith as set forth on Schedule A (the "Trademarks"), by Nucleonics, Inc., a corporation organized under the laws of the State of Delaware, and having a business address of 13 Summit Square Center #305, Langhorne, PA 19047-1098 (hereinafter referred to as "Trademark Owner");

Whereas, a security interest was granted in the Trademarks and recorded with the United States Patent and Trademark Office on September 30, 2008 at Reel No. 003861 and Frame No. 0539 (the "Security Interest");

Whereas, the Lien Holder is desirous of releasing the Security Interest to Trademark Owner;


Whereas, the Lien Holder has conferred a limited Power of Attorney on the undersigned to execute the release on behalf of the Lien Holder and a copy of the Consent of Noteholders and Limited Power of Attorney is attached hereto;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Lien Holder has released and by these presents does hereby release, unto Trademark Owner, and the successors and assigns of Trademark Owner, the Security Interests, including without limitation any security interests which Lien Holder may have obtained to the Trademarks; and

The Lien Holder agrees, at Trademark Owner's expense and request, to take all lawful acts which any assignee of the Trademarks may deem advisable or necessary in order to render this release fully effective and to make this release of record in the U.S. Patent and Trademark Office and corresponding government offices throughout the world, and such other government offices as Trademark Owner may select, including without limitation, execution of lawful documents.

Quaker BioVentures, L.P., as Lien Holder

Dated: December 5, 2008

By: 
Name: Richard F. Fitzgerald
Title: attorney-in-fact

SCHEDULE A

<u>Registration No.</u>	<u>Issue Date</u>	<u>Mark</u>
3,455,225	June 24, 2008	DELIVERING ON THE PROMISE OF RNAI THERAPEUTICS
3,450,815	June 17, 2008	NUCLEONICS INC and Design

RELEASE OF SECURITY INTEREST IN TRADEMARKS

Whereas Quaker BioVentures Tobacco Fund, L.P., a Corporation, at Cira Centre, 2929 Arch Street; Philadelphia, PA 19104-2868 (hereinafter referred to as the "Lien Holder"), was granted a security interest in certain Trademarks, Trademark Registrations, and the business and goodwill of the business associated therewith as set forth on Schedule A (the "Trademarks"), by Nucleonics, Inc., a corporation organized under the laws of the State of Delaware, and having a business address of 13 Summit Square Center #305, Langhorne, PA 19047-1098 (hereinafter referred to as "Trademark Owner");

Whereas, a security interest was granted in the Trademarks and recorded with the United States Patent and Trademark Office on September 30, 2008 at Reel No. 003861 and Frame No. 0539 (the "Security Interest");

Whereas, the Lien Holder is desirous of releasing the Security Interest to Trademark Owner;

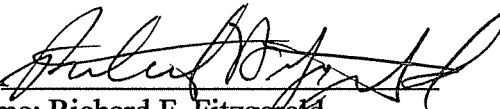
Whereas, the Lien Holder has conferred a limited Power of Attorney on the undersigned to execute the release on behalf of the Lien Holder and a copy of the Consent of Noteholders and Limited Power of Attorney is attached hereto;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Lien Holder has released and by these presents does hereby release, unto Trademark Owner, and the successors and assigns of Trademark Owner, the Security Interests, including without limitation any security interests which Lien Holder may have obtained to the Trademarks; and

The Lien Holder agrees, at Trademark Owner's expense and request, to take all lawful acts which any assignee of the Trademarks may deem advisable or necessary in order to render this release fully effective and to make this release of record in the U.S. Patent and Trademark Office and corresponding government offices throughout the world, and such other government offices as Trademark Owner may select, including without limitation, execution of lawful documents.

Quaker BioVentures Tobacco Fund, L.P., as Lien Holder

Dated: December 5, 2008

By: 
Name: Richard F. Fitzgerald
Title: attorney-in-fact

SCHEDULE A

<u>Registration No.</u>	<u>Issue Date</u>	<u>Mark</u>
3,455,225	June 24, 2008	DELIVERING ON THE PROMISE OF RNAI THERAPEUTICS
3,450,815	June 17, 2008	NUCLEONICS INC and Design

RELEASE OF SECURITY INTEREST IN TRADEMARKS

Whereas POSCO BioVentures I, L.P., a Corporation, at 2121 Palomar Airport Road, Suite 300; Carlsbad, CA 92009 (hereinafter referred to as the "Lien Holder"), was granted a security interest in certain Trademarks, Trademark Registrations, and the business and goodwill of the business associated therewith as set forth on Schedule A (the "Trademarks"), by Nucleonics, Inc., a corporation organized under the laws of the State of Delaware, and having a business address of 13 Summit Square Center #305, Langhorne, PA 19047-1098 (hereinafter referred to as "Trademark Owner");

Whereas, a security interest was granted in the Trademarks and recorded with the United States Patent and Trademark Office on September 30, 2008 at Reel No. 003861 and Frame No. 0539 (the "Security Interest");

Whereas, the Lien Holder is desirous of releasing the Security Interest to Trademark Owner;


Whereas, the Lien Holder has conferred a limited Power of Attorney on the undersigned to execute the release on behalf of the Lien Holder and a copy of the Consent of Noteholders and Limited Power of Attorney is attached hereto;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Lien Holder has released and by these presents does hereby release, unto Trademark Owner, and the successors and assigns of Trademark Owner, the Security Interests, including without limitation any security interests which Lien Holder may have obtained to the Trademarks; and

The Lien Holder agrees, at Trademark Owner's expense and request, to take all lawful acts which any assignee of the Trademarks may deem advisable or necessary in order to render this release fully effective and to make this release of record in the U.S. Patent and Trademark Office and corresponding government offices throughout the world, and such other government offices as Trademark Owner may select, including without limitation, execution of lawful documents.

POSCO BioVentures I, L.P. as Lien Holder

Dated: December 5, 2008

By: 
Name: Richard F. Fitzgerald
Title: attorney-in-fact

DM3\867931.1

SCHEDULE A

<u>Registration No.</u>	<u>Issue Date</u>	<u>Mark</u>
3,455,225	June 24, 2008	DELIVERING ON THE PROMISE OF RNAI THERAPEUTICS
3,450,815	June 17, 2008	NUCLEONICS INC and Design