

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
General Electric Capital Corporation		01/13/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Helicos Biosciences Corporation
Street Address:	One Kendall Square
Internal Address:	Building 700
City:	Cambridge
State/Country:	MASSACHUSETTS
Postal Code:	02139
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3793466	HELISCOPE
Registration Number:	3778450	
Registration Number:	3793493	HELICOS BIOSCIENCES CORPORATION
Serial Number:	77193450	VIRTUAL TERMINATOR
Serial Number:	77193460	VIRTUAL TERMINATOR
Serial Number:	77193551	SMS GRADE
Serial Number:	77193563	SMS GRADE
Registration Number:	3648788	HELICOS

CORRESPONDENCE DATA

Fax Number: (617)951-8736  
 Phone: 617-951-8000  
 Email: eileen.sullivan@bingham.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

**TRADEMARK**

*via US Mail.*

Correspondent Name: Eileen Sullivan  
Address Line 1: Bingham McCutchen LLP  
Address Line 2: One Federal Street  
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	3793466
NAME OF SUBMITTER:	Eileen Sullivan
Signature:	/eileen sullivan/
Date:	01/18/2012
Total Attachments: 3 source=Trademark Release#page1.tif source=Trademark Release#page2.tif source=Trademark Release#page3.tif	

## RELEASE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS (this "Release") is made as of January 13, 2012 ("Effective Date") by GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as Agent for the Lenders ("Grantee"), in favor of HELICOS BIOSCIENCES CORPORATION ("Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Intellectual Property Security Agreement, dated as of November 16, 2010 (the "IP Security Agreement"), Grantor assigned, transferred and conveyed to Grantee, and granted to Grantee, a security interest in all of Grantor's right, title and interest in and to the Intellectual Property Collateral;

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office with respect to trademarks on November 18, 2010 at Reel 004418, Frame 0206 and with respect to patents on November 22, 2010 at Reel 025388, Frame 0347;

WHEREAS, pursuant to the terms and conditions of that certain payoff letter, dated as of January 13, 2012, by and among Grantee and Grantor, Grantee has consented to the release of the Lien on the Intellectual Property Collateral, including, without limitation, all Intellectual Property Collateral listed on Schedules 1 and 2 hereto; and

WHEREAS, Grantee desires to release its Lien in the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby covenants and agrees as follows:

1. Grantee's Lien in the Intellectual Property Collateral granted pursuant to the IP Security Agreement and IP Supplement is hereby terminated and released.

2. To the extent Grantee retains any such interest, Grantee hereby assigns, transfers and conveys to Grantor, all of Grantee's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to any mortgage and continuing security interest and collateral assignment in the Intellectual Property Collateral. Such assignment, transfer and conveyance by Grantee is made without any representation or warranty (express or implied) by Grantee.

3. Grantee hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release, all at the expense of Grantor.

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IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**GENERAL ELECTRIC CAPITAL  
CORPORATION,**

as Grantee

By: 

Name: Peter Gibson

Title: Duly Authorized Signatory

HELICOS  
RELEASE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS  
SIGNATURE PAGE

**TRADEMARK**  
**REEL: 004699 FRAME: 0833**

**Schedule 2: Trademarks**

1	Serial #: <u>77065289</u> Mark: HELISCOPE	Filing Dt: 12/15/2006	Reg #: <u>3793466</u>	Reg. Dt: 05/25/2010
2	Serial #: <u>77114083</u> Mark:	Filing Dt: 02/22/2007	Reg #: <u>3778450</u>	Reg. Dt: 04/20/2010
3	Serial #: <u>77114088</u> Mark: HELICOS BIOSCIENCES CORPORATION	Filing Dt: 02/22/2007	Reg #: <u>3793493</u>	Reg. Dt: 05/25/2010
4	Serial #: <u>77193450</u> Mark: VIRTUAL TERMINATOR	Filing Dt: 05/30/2007	Reg #: NONE	Reg. Dt:
5	Serial #: <u>77193460</u> Mark: VIRTUAL TERMINATOR	Filing Dt: 05/30/2007	Reg #: NONE	Reg. Dt:
6	Serial #: <u>77193551</u> Mark: SMS GRADE	Filing Dt: 05/30/2007	Reg #: NONE	Reg. Dt:
7	Serial #: <u>77193563</u> Mark: SMS GRADE	Filing Dt: 05/30/2007	Reg #: NONE	Reg. Dt:
8	Serial #: <u>78394650</u> Mark: HELICOS	Filing Dt: 04/01/2004	Reg #: <u>3648788</u>	Reg. Dt: 06/30/2009

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