

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest (Reel/Frame 2928/0194)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NOVO A/S		12/22/2004	COMPANY: DENMARK
OXFORD BIOSCIENCE PARTNERS IV, L.P.		12/22/2004	LIMITED PARTNERSHIP: DELAWARE
MRNA FUND II L.P.		12/22/2004	LIMITED PARTNERSHIP: DELAWARE
PROQUEST INVESTMENTS, L.P.		12/22/2004	LIMITED PARTNERSHIP: DELAWARE
PROQUEST COMPANION FUND, L.P.		12/22/2004	LIMITED PARTNERSHIP: DELAWARE
PAUL SCHIMMEL, TRUSTEE FBO THE PAUL SCHIMMEL PS PLAN		12/22/2004	TRUSTEE:

RECEIVING PARTY DATA

Name:	ACTIVX BIOSCIENCES, INC.
Street Address:	11025 North Torrey Pines Road
City:	La Jolla
State/Country:	CALIFORNIA
Postal Code:	92037
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2536277	PRECISION PROTEOMICS
Registration Number:	2872276	XHIBIT
Registration Number:	2792590	XSITE

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

OP \$90.00 2536277

Phone: (714) 540-1235
Email: greg.phillips@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive
Address Line 2: Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	Greg Phillips, Senior Paralegal
Signature:	/greg phillips/
Date:	12/23/2004

Total Attachments: 16
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ACKNOWLEDGMENT AND RELEASE OF SECURITY INTEREST OF NOTEHOLDER

THIS ACKNOWLEDGMENT AND RELEASE OF SECURITY INTEREST OF NOTEHOLDER (this "*Acknowledgment*"), dated as of December ~~22~~ 2004, is hereby delivered by the undersigned ("*Noteholder*") in connection with the Agreement and Plan of Merger, dated as of December 1, 2004, Tokyo, Japan time (the "*Merger Agreement*") among Kyorin Pharmaceutical Co., Ltd. ("*Buyer*"), Kyorin Research, Inc. ("*Merger Sub*"), ActivX Biosciences, Inc. ("*ActivX*") and PS, LLC, acting through its representative Paul Schimmel ("*Escrow Participant Representative*"). Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Merger Agreement.

RECITALS

A. The Senior Secured Convertible Promissory Note, dated as of August 31, 2004 (the "*Secured Note*") evidences ActivX's obligation to pay Noteholder the principal amount set forth on the signature page to this Acknowledgment.

B. Pursuant to (i) the Security Agreement, dated as of August 31, 2004 (the "*Security Agreement*") between ActivX and the lenders listed on Exhibit A thereto (including the Noteholder) (the "*Lenders*") and (ii) the Intellectual Property Security Agreement, dated as of August 31, 2004 (the "*IP Security Agreement*") between ActivX and the Lenders, ActivX has granted to the Lenders a security interest in all of ActivX's right, title and interest in, to and under the Collateral (as defined in the Security Agreement) and the Intellectual Property Collateral (as defined in the IP Security Agreement) to secure the Secured Obligations (as defined in the Security Agreement).

C. Pursuant to the terms of the Merger Agreement, Buyer will pay each Lender (including the Noteholder) a portion of the Merger Consideration in satisfaction of the obligation of ActivX under the Secured Note held by such Lender, subject to execution and delivery by Noteholder of this Acknowledgment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Acknowledgment. The Noteholder hereby acknowledges and agrees that the portion of the Merger Consideration to be received by such Noteholder pursuant to the Merger Agreement shall constitute repayment in full and satisfaction of all Secured Obligations under the Secured Note and the August Security Documents, and that upon the Effective Time, the Noteholder shall have no further rights with respect to the Secured Note or any August Security Documents. Upon receipt of the Merger Consideration pursuant to Section 3.1(a) of the Merger Agreement, the Noteholder agrees to deliver to Buyer, a receipt in the form of Exhibit A attached hereto.

2. Release and Termination. Effective immediately upon the Effective Time:

(a) All provisions of, rights granted to Noteholder under, and obligations, liabilities, covenants and agreements of ActivX under or in connection with the Secured Note and any August Security Documents are hereby terminated, released and cancelled in their entirety and are of no further force or effect;

(b) Noteholder does hereby release and discharge any and all right, title and interest that it may have or that it may be entitled to by virtue of the August Security Documents, or security interest granted or recorded in its favor in the Collateral and Intellectual Property Collateral (including that set forth on Exhibit B hereto) and does hereby declare the same fully released and discharged from any and all Encumbrances created by the August Security Documents;

(c) Noteholder does hereby authorize ActivX and Buyer to file Uniform Commercial Code termination statements with respect to any Uniform Commercial Code financing statements filed pursuant to or in connection with any August Security Documents; and

(d) Noteholder does hereby authorize ActivX and Buyer to terminate any and all certificates, documents and agreements filed with the U.S. Patent and Trademark Office or any foreign filing office pursuant to or in connection with any August Security Documents.

3. Authority. Noteholder represents that it has the full power and authority to execute and deliver this Acknowledgment on behalf of itself and to do or take such actions as necessary or appropriate in order to effectuate this Acknowledgment.

4. Further Assurances. Noteholder hereby agrees to, from time to time at the request and expense of ActivX, promptly execute and deliver to ActivX or Buyer or their designees such further instruments, certificates, documents and agreements, and to file, record or take such further action reasonably requested by ActivX or Buyer to obtain the full benefits of this Acknowledgment and of the rights, remedies and powers herein granted and to effectuate fully the transactions contemplated by and the purposes of this Acknowledgment. In particular, Noteholder shall deliver its Secured Note to ActivX or Buyer (or their designees) in order to mark the same "Cancelled". Further, Noteholder hereby authorizes ActivX and Buyer and any of their affiliates to take any other action required to release the Encumbrances created by the August Security Documents. Noteholder hereby agrees to complete, execute and deliver to Buyer an IRS Form W-9 attached hereto as Exhibit C (or its successor form) or, in the case of a Noteholder that is a foreign person, a form of IRS Form W-8 attached hereto as Exhibit D (or its successor form), and acknowledges that the payment to it of any portion of the Merger Consideration pursuant to the Merger Agreement is conditioned upon the receipt by Buyer of such duly completed and executed IRS form.

5. Facsimile Transmission of Signatures. This Acknowledgment may be executed and delivered by means of facsimile transmission, which shall be deemed an original.

6. Governing Law. This Acknowledgment shall be governed by and construed in accordance with the internal laws of the State of California, without regard to principles of conflicts of laws.

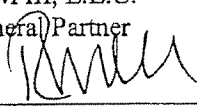
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Acknowledgment to be executed as of the date first set forth above.

Frazier Healthcare III, L.P.

By: FHM III, L.L.C.

Its: General Partner

By:  _____

Name: _____

Title: _____

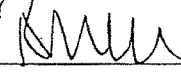
Principal Amount of
Secured Note: \$712,157.55

IN WITNESS WHEREOF, the parties have caused this Acknowledgment to be executed as of the date first set forth above.

Frazier Affiliates III, L.P.

By: FHM III, L.L.C.

Its: General Partner

By:  _____

Name: _____

Title: _____

Principal Amount of
Secured Note: \$5,356.95

IN WITNESS WHEREOF, the parties have caused this Acknowledgment to be executed as of the date first set forth above.

Novo A/S

By: *H. Gørtner* *My*

Name: Henrik Gørtner

Title: CEO

Principal Amount of
Secured Note: \$356,078.77

IN WITNESS WHEREOF, the parties have caused this Acknowledgment to be executed as of the date first set forth above.

Oxford Bioscience Partners IV L.P.

By: OPP management IV L.P.

By: Mark Carthy

Name: Mark P. Carthy

Title: General Partner

Principal Amount of

Secured Note: \$347,771.41

IN WITNESS WHEREOF, the parties have caused this Acknowledgment to be executed as of the date first set forth above.

mRNA Fund II L.P.

By: OBP Management IV L.P.

By: Mark Carthy

Name: Mark P. Carthy

Title: General Partner

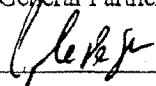
Principal Amount of
Secured Note: \$3,489.31

IN WITNESS WHEREOF, the parties have caused this Acknowledgment to be executed as of the date first set forth above.

ProQuest Investments, L.P.

By: ProQuest Associates LLC

Its: General Partner

By: 

Name: PASQUALE DEANGELIS

Title: MANAGING MEMBER

Principal Amount of
Secured Note: \$709,863.28

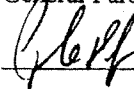
IN WITNESS WHEREOF, the parties have caused this Acknowledgment to be executed as of the date first set forth above.

ProQuest Companion Fund, L.P.

By: ProQuest Associates LLC

Its: General Partner

By:



Name: PASQUALE DEANGEUS

Title: MANAGING MEMBER

Principal Amount of
Secured Note: \$9,203.95

IN WITNESS WHEREOF, the parties have caused this Acknowledgment to be executed as of the date first set forth above.

Paul Schimmel, Trustee FBO The Paul Schimmel
PS Plan

By: 

Name: Paul R. Schimmel, Ph.D.

Principal Amount of
Secured Note: \$356,078.77

IN WITNESS WHEREOF, the parties have caused this Acknowledgment to be executed as of the date first set forth above.

Craven Family Trust

By: Kevin G. Craven

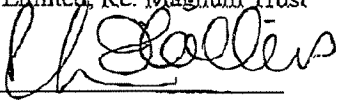
Name: Kevin G. Craven

Title: Trustee

Principal Amount of
Secured Note: \$7,500.00

IN WITNESS WHEREOF, the parties have caused this Acknowledgment to be executed as of the date first set forth above.

EFG Reads Trustee Limited, Re: Magnum Trust

By: 

Name: P. WEIR J. COLLINS

Title: DIRECTOR DIRECTOR

Principal Amount of Secured Note: \$7,500.00

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EXHIBIT A

RECEIPT

Reference is hereby made to the Agreement and Plan of Merger, dated as of December 1, 2004, Tokyo, Japan time (the "*Merger Agreement*") among Kyorin Pharmaceutical Co., Ltd., Kyorin Research, Inc., ActivX Biosciences, Inc. and PS, LLC, acting through its representative Paul Schimmel, as Escrow Participant Representative and the Acknowledgment and Release of Security Interest of Noteholder, dated as of December __, 2004 (the "*Acknowledgment*"), among ActivX Biosciences, Inc. and the undersigned noteholder (the "*Noteholder*"). Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Acknowledgment.

The Noteholder hereby acknowledges receipt of the Merger Consideration to be paid to such Noteholder in accordance with Section 3.1(a) of the Merger Agreement, which amount shall constitute repayment in full and satisfaction of all Secured Obligations (as defined in the Security Agreement) owed to the Noteholder under the Secured Note and the August Security Documents, as more fully set forth in the Acknowledgment.

[NOTEHOLDER]

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B

INTELLECTUAL PROPERTY COLLATERAL

PATENTS

Description	Registration/ Application Number	Registration/ Application Date
Activity Based Probe Analysis	PCT/US02/03808	02/05/2002
Activity Based Probe Analysis	10/049,164	02/06/2002
Protein Profiling Platform	10/087,602	03/01/2002
Protein Profiling Platform	PCT/US02/06234	03/01/2002
Adenine Nucleotide-Binding Protein-Directed Probes, and Methods of Their Synthesis and Use	10/213,359	08/05/2002
Adenine Nucleotide-Binding Protein-Directed Probes, and Methods of Their Synthesis and Use	PCT/US02/39073	12/05/2002
Production and Use of Salt Tolerant and Culture Density Tolerant Organisms	PCT/US03/12686	04/23/2003
Nucleotide-Binding Protein-Directed Probes and Methods of Their Synthesis and Use	PCT/US03/34550	10/29/2003
Activity-Based Probes, and Methods of Their Preparation and Use	PCT/US03/32152	10/08/2003
Macromolecule Identification Made by Mass Spectroscopy and Database Searching	PCT/US04/004016	02/11/2004
Acyl-Nucleotide Probes and Methods of Their Synthesis and Use in Proteomic Analysis	10/817,454	04/01/2004
Acyl-Nucleotide Probes and Methods of Their Synthesis and Use in Proteomic Analysis	PCT/US04/010075	04/01/2004
Methods for the Treatment of Hematopoietic Disease and Compounds Useful Thereof	60/537,456	01/16/2004
Methods for the Treatment of Hematopoietic Disease and Compounds Useful Thereof	60/538,605	01/22/2004
Bicyclo-Boro-Proline Derivatives Having Activity in Treating Neutropenia	60/573,384	05/21/2004
Bicyclo [2.2.1] Boro-Pro Derivatives which Inhibit Diaminopeptidyl Peptidases	60/575,273	05/24/2004

TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
Precision Proteomics	2,536,277	02/05/2002
Xsite	2,792,590	12/09/2003

Description	Registration/ Application Number	Registration/ Application Date
ActivX Biosciences (Office for Harmonization – EU)	2,048,833	01/22/2004
Xhibit	2,872,276	

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