

05-17-2005



To the Director of the U. S. Patent and

102906026

ments or the new address(es) below.

5-16-05

1. Name of conveying party(ies):

Syntonix Pharmaceuticals, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) April 30, 2005

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: The Bay City Capital Fund III,
Internal L.P., as Agent

Address: _____

Street Address: 750 Battery Street

Suite 600

City: San Francisco

State: California

Country: USA Zip: 94111

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____
- Citizenship _____
- Citizenship _____
- Citizenship Delaware
- Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

78/153,053; 78/457,079;

78/449,605

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elizabeth J. Burns

Internal Address: Latham & Watkins

Street Address: 233 S. Wacker Drive

Suite 5800

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312/876-7629

Fax Number: 312/993-9767

Email Address: elizabeth.burns@lw.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elizabeth J. Burns
Signature

May 13, 2005

Date

Elizabeth J. Burns

Total number of pages including cover sheet, attachments, and document: 6

05/18/2005 DBYRNE 00000140 78153053

Name of Person Signing

01 FC:8521
02 FC:8522
03 FC:8523

Documents recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment and Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

120.00 OP

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (this "*Supplement*"), dated as of April __, 2005, made by Syntonix Pharmaceuticals, Inc., a Delaware corporation ("*Grantor*") to the Trademark Security Agreement, dated as of May 12, 2004 (as amended, supplemented or otherwise modified from time to time, the "*Trademark Security Agreement*") between Grantor and The Bay City Capital Fund III, L.P., as agent ("*Agent*") for Venrock Associates, Venrock Associates II, L.P., Venrock Entrepreneurs Fund III, L.P., Alta BioPharma Partners II, L.P., Alta Embarcadero BioPharma Partners II, LLC, AEW 2000, LP, The AFB Fund LLC, A. M. Pappas Life Science Ventures II, L.P., Biomedicine, L.P., The Bay City Capital Fund III, L.P., in its capacity as a lender, and The Bay City Capital Fund III Co-Investment Fund L.P. (the "*Lenders*"). All capitalized terms not defined herein shall have the collective meanings ascribed to them in the Trademark Security Agreement or the Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Note and Warrant Purchase Agreement dated as of May 12, 2004 by and among Grantor and Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "*Purchase Agreement*"), Lenders agreed to purchase notes and warrants from the Grantor (collectively referred to herein as "*Securities*");

WHEREAS, as a condition to the Lenders purchase of the Securities as provided for in the Purchase Agreement, the Grantor and Agent have entered into a Security Agreement, dated as of May 12, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*");

WHEREAS, pursuant to Section 10(b) of the Security Agreement, Grantor is obligated to provide Agent prompt written notice upon filing any application for the registration of any trademark with the United States Patent and Trademark Office;

WHEREAS, pursuant to Section 10(b) of the Security Agreement, Grantor is obligated to execute and deliver any and all trademark security agreements as Agent may request to evidence Agent's Lien on such trademarks or trademark applications; and

WHEREAS, the Grantor has filed an application for the registration of Trademarks as set forth on Schedule 1 attached hereto and desires, pursuant to Section 10(b) of the Security Agreement, to grant to Agent, on behalf of itself and Lenders, a continuing first priority security interest in such Trademarks.

NOW, THEREFORE, IT IS AGREED:

1. Addition to Schedule of Trademark Security Agreement. The information set forth on Schedule 1 attached hereto is hereby added to Schedule I of the Trademark Security Agreement. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first


priority security interest in all of Grantor's right, title and interest in, to and under the Trademarks referred to on Schedule 1 attached hereto, all reissues, continuations or extensions thereof and all products and proceeds thereof, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any such Trademark.

2. Counterparts. This supplement may be executed by one or more of the parties hereto on any number of separate counterparts (including by facsimile transmission), and all of said counterparts taken together shall be deemed to constitute one and the same document.

3. Governing Law. This supplement shall be governed by, and construed and interpreted in accordance with, the law of the State of Delaware (without giving effect to principles of conflicts of laws).

IN WITNESS WHEREOF, Grantor has caused this Supplement to Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SYNTONIX PHARMACEUTICALS, INC.,
as Grantor

By: 
Name: GARCO BOHLIN
Title: PRESIDENT & CEO

[Signature Page to Supplement to Trademark Security Agreement]

CH751440

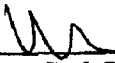
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ACCEPTED AND ACKNOWLEDGED BY:

THE BAY CITY CAPITAL FUND III, L.P.,
as Agent for the Lenders

By: Bay City Capital Management III LLC
Its: General Partner

By: Bay City Capital LLC
Its: Manager

By: 
Name: Carl Goldfischer, MD
Title: Managing Director

[Signature Page to Supplement to Trademark Security Agreement]

CH751440

SCHEDULE 1

TRADEMARK APPLICATIONS

MARK

APP. NO.

FILING DATE

TRANSCCEPTOR	78/153,053	
SYNFUSION	78/457,079	July 27, 2004
SYNTONIX	78/449,605	July 13, 2004

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RECORDED: 05/16/2005

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