

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Intellectual Property Security Agreement
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ELIXIR PHARMACEUTICALS, INC.		11/01/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	2321 Rosecrans Ave.
Internal Address:	Suite 5000
City:	El Segundo
State/Country:	CALIFORNIA
Postal Code:	90245
Entity Type:	Bank: MICHIGAN

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2864893	ELIXIR PHARMACEUTICALS
Registration Number:	2871472	E ELIXIR PHARMACEUTICALS
Registration Number:	2844776	E
Serial Number:	78203617	ELIXIR PHARMACEUTICALS
Serial Number:	78203628	E ELIXIR PHARMACEUTICALS
Serial Number:	78203674	E
Serial Number:	78403395	NUTRACENT
Serial Number:	78575907	THE SCIENCE OF OPTIMAL AGING
Serial Number:	78723450	GLUFAST

CORRESPONDENCE DATA

Fax Number: (650)849-7400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$240.00 2864893

Phone: 6508435381
Email: dsanchezbentz@cooley.com
Correspondent Name: Diana Sanchez Bentz
Address Line 1: Cooley Godward, 5 Palo Alto Square
Address Line 2: 3000 El Camino Real
Address Line 4: Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	036703-1124
NAME OF SUBMITTER:	Diana Sanchez Bentz
Signature:	/dsb4232/
Date:	11/04/2005

Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 1, 2005 by and between **COMERICA BANK** ("**Bank**") and **ELIXIR PHARMACEUTICALS, INC.**, a Delaware corporation ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement between Bank and Grantor, as amended from time to time, including by the Seventh Amendment to Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on **Exhibits A, B and C** hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement, and Grantor and Bank hereby acknowledge and agree that the grant of the security interest hereunder to Bank, and the rights and remedies of Grantor with respect to the Intellectual Property Collateral, are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or

any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

1 Kendall Square
Building 1000, 5th Floor
Cambridge, MA 02142

Attn:

GRANTOR:

ELIXIR PHARMACEUTICALS, INC.

By: William K. Arnold

Title: President & CEO

Address of Bank:

2321 Rosecrans Ave., Suite 5000
El Segundo, CA 90245

BANK:

COMERICA BANK

By: _____

Title: _____

any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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Address of Grantor:

1 Kendall Square
Building 1000, 5th Floor
Cambridge, MA 02142

Attn:

GRANTOR:

ELIXIR PHARMACEUTICALS, INC.

By: _____

Title: _____

Address of Bank:

2321 Rosecrans Ave., Suite 5000
El Segundo, CA 90245

BANK:

COMERICA BANK

By: *RW Khan*

Title: *Vice President*

EXHIBIT A

Copyrights

Description	Registration Number	Registration Date
NONE		

EXHIBIT B

Patents

Description	Application Number	Application Date
AGE-ASSOCIATED MARKERS	10219443	08/15/2002
METHOD FOR COHORT SELECTION	10378397	03/03/2003
REGULATION OF THE GROWTH HORMONE/IGF-1 AXIS	10656530	09/05/2003
THERAPEUTIC COMPOUNDS AND USES THEREOF	10982997	11/04/2004
METHODS OF TREATING A DISORDER	10940269	09/13/2004

EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
ELIXIR PHARMACEUTICALS	2864893	07/20/2004
E ELIXIR PHARMACEUTICALS	2871472	08/10/2004
E	2844776	05/25/2004
ELIXIR PHARMACEUTICALS	78203617	01/15/2003
E ELIXIR PHARMACEUTICALS	78203628	01/15/2003
E	78203674	01/15/2003
NUTRACENT	78403395	04/16/2004
THE SCIENCE OF OPTIMAL AGING	78575907	02/27/2005
GLUFAST	78723450	09/29/2005