

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Elixir Pharmaceuticals, Inc.		11/01/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	MPM Bioventures II-QP, L.P.
Street Address:	111 Huntington Avenue
Internal Address:	31st Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02199
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

**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: (617)227-4420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 6172390632

CH \$240.00 2864893

Email: agrandy@eapdlaw.com  
Correspondent Name: Adam M. Grandy  
Address Line 1: 111 Huntington Avenue  
Address Line 2: Edwards Angell Palmer & Dodge LLP  
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	17992-61
NAME OF SUBMITTER:	Adam M. Grandy
Signature:	/Adam M. Grandy/
Date:	11/04/2005

Total Attachments: 7  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 1, 2005 by and between **MPM BIOVENTURES II-QP, L.P.**, as collateral agent ("**Agent**") for the Purchasers under the Note Purchase Agreement described below, and **ELIXIR PHARMACEUTICALS, INC.**, a Delaware corporation ("**Grantor**"). Terms used herein but not otherwise defined herein shall have the meanings assigned to them in the Security Agreement referred to below.

### RECITALS

**A.** Grantor has entered into that certain Note Purchase Agreement dated as of the date hereof (as amended or supplemented from time to time, the "**Note Purchase Agreement**") among Grantor, the purchasers from time to time party thereto (the "**Purchasers**" and together with Agent, the "**Secured Parties**"), and Agent, pursuant to which the Purchasers party to the Note Purchase Agreement as of the date hereof have agreed to purchase the Grantor's 7% Subordinated Secured Convertible Notes to be issued on or about the date hereof and additional Purchasers may agree to purchase additional 7% Subordinated Secured Convertible Notes hereafter issued by Grantor pursuant to the Note Purchase Agreement;

**B.** Grantor is a party to that certain Security Agreement, dated as of the date hereof (as amended from time to time, the "**Security Agreement**") among Grantor and Agent, pursuant to which Grantor has granted to Agent, for itself and for the benefit of the other Secured Parties, 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 the Secured Obligations, Grantor grants and pledges to Agent 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 Grantor under the Security Agreement, and Grantor and Agent hereby acknowledge and agree that the grant of the security interest hereunder to Agent, and the rights and remedies of Grantor with respect to the intellectual property Collateral, are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those

set forth in the Security Agreement and the other Transaction Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Security Agreement or any of the Transaction 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 Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Transaction Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, 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, 5<sup>th</sup> Floor  
Cambridge, MA 02142

Attn:

GRANTOR:

ELIXIR PHARMACEUTICALS, INC.

By: William K. O'Brien  
Title: President & CEO

Address of Agent:

111 Huntington Avenue  
31<sup>st</sup> Floor  
Boston, MA 02199

AGENT:

MPM BIOVENTURES II-QP, L.P., as  
Collateral Agent for the Purchasers

By: MPM Asset Management II L.P., its  
General Partner

By: MPM Asset Management II LLC, its  
General Partner

By: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page to Intellectual Property Security Agreement]

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, 5<sup>th</sup> Floor  
Cambridge, MA 02142

Attn:

**GRANTOR:**

**ELIXIR PHARMACEUTICALS, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Agent:

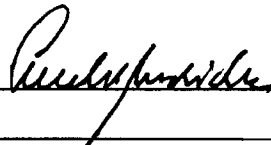
111 Huntington Avenue  
31<sup>st</sup> Floor  
Boston, MA 02199

**AGENT:**

**MPM BIOVENTURES II-QP, L.P., as  
Collateral Agent for the Purchasers**

By: MPM Asset Management II L.P., its  
General Partner

By: MPM Asset Management II LLC, its  
General Partner

By:  \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**Copyrights**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
NONE		

**EXHIBIT B**

**Patents**

<b>Description</b>	<b>Application Number</b>	<b>Application Date</b>
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**

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
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