



101776810

To the Honorable Commissioner of Patents and Trademarks

1 documents or copy thereof.

1. Name of conveying party(ies): 7-10-01  
Jean-Louis H. DASSEUX; Roger S. NEWTON;  
Thomas J. REA; Charles L. BISGAIER; Michael E. PAPE

2. Name and address of receiving party(ies):  
Internal Address: Esperion Therapeutics, Inc.

Additional name(s) of conveying party(ies) attached?  Yes  No

JUL 10 2001

3. Nature of Conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
Execution Date: June 25, 26, 27, 2001; July 3, 2001

Street Address: 3621 S. State Street, 695 KMS  
Place \_\_\_\_\_  
City: Ann Arbor  
State: Michigan Zip: 48108

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):  
If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s): 09/735,707

B. Patent No.(s) \_\_\_\_\_

Additional numbers attached?  Yes  No

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

6. Total number of applications 1 and patents involved: \_\_\_\_\_

Name: Robin M. Silva  
Internal Address: FLEHR HOHBACH TEST  
ALBRITTON & HERBERT LLP

7. Total fee (37 CFR 3.41):.....\$40.00  
 Enclosed  
 Authorized to be charged to deposit account

Street Address: SUITE 3400  
FOUR EMBARCADERO CENTER  
City: SAN FRANCISCO  
State: CA Zip: 94111-4187

8. Deposit account number: 06-1300  
Please debit any underpayment or credit any overpayment to the above deposit account.  
Our Order No. \_\_\_\_\_  
(Attach duplicate of this page if paying by deposit account)

07/13/2001 DBYRNE 00000200 09735707  
01 FC:581 40.00

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9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Robin M. Silva by David C. Foster David C. Foster Reg. No: 44,685 July 6, 2001  
Name of Person Signing Signature Date

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

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Rev. 8/93

PATENT  
REEL: 011965 FRAME: 0081

ASSIGNMENT

WHEREAS, the undersigned,

(1) Jean-Louis H. DASSEUX,

(2) Roger S. NEWTON,

(3) Thomas J. REA,

(4) Charles L. BISGAIER,

(5) Michael E. PAPE,

(hereinafter termed "Inventors"), residents of

(1) Brighton, Michigan,

(2) Ann Arbor, Michigan,

(3) Pinckney, Michigan,

(4) Ann Arbor, Michigan,

(5) Ann Arbor, Michigan,

respectively, Counties of

(1) Livingston,

(2) Washtenaw,

(3) Livingston,

(4) Washtenaw,

(5) Washtenaw,

respectively, States of

(1) Michigan,

(2) Michigan,

(3) Michigan,

(4) Michigan,

(5) Michigan,

respectively, have invented certain new and useful improvements in

Fourier Transform Mass Spectrometry of Complex Biological Samples

and have executed an application for a United States patent disclosing and identifying the invention having Serial No.

09/735,707 and filing date of December 12, 2000; and

WHEREAS, Esperion Therapeutics, Inc., a corporation of the State of Deleware, having a place of business at 3621 S. State Street, 695 KMS Place, Ann Arbor, State of Michigan, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee as follows:

Date: July 3<sup>rd</sup>, 2001

(1)   
Jean-Louis H. Dasseux

County of Washtenaw  
State of Michigan

)  
) ss.

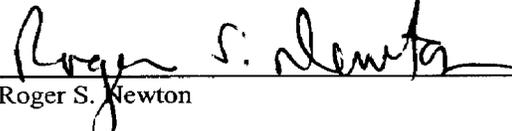
On this 3<sup>rd</sup> day of July, in the year 2001, before me, Jill Priebe, Notary Public of the State of Michigan, personally appeared (1) Jean-Louis H. Dasseux, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature 

(Seal)

Date: 27 - June 01

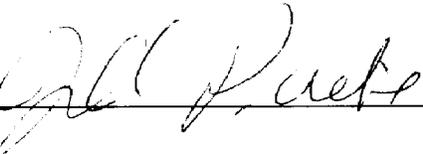
(2)   
Roger S. Newton

County of Washtenaw  
State of Michigan

)  
) ss.

On this 27 day of June, in the year 2001, before me, Jill Priebe, Notary Public of the State of Michigan, personally appeared (2) Roger S. Newton, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature 

(Seal)

Date: 25 June 2001

(3) Thomas J. Rea  
Thomas J. Rea

County of Washtenaw  
State of Michigan )ss.

On this 25<sup>th</sup> day of June, in the year 2001, before me, Jill Priebe, Notary Public of the State of Michigan, personally appeared (3) Thomas J. Rea, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Jill Priebe (Seal)

Date: 6/25/2001 (4) Charles L. Bisgaier  
Charles L. Bisgaier

County of Washtenaw  
State of Michigan )ss.

On this 25<sup>th</sup> day of June, in the year 2001, before me, Jill Priebe, Notary Public of the State of Michigan, personally appeared (4) Charles L. Bisgaier, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Jill Priebe (Seal)

