

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	09/17/2008

CONVEYING PARTY DATA

Name	Execution Date
Lipomics Technologies, Inc.	09/17/2008

RECEIVING PARTY DATA

Name:	Tethys Bioscience, Inc.
Street Address:	5858 Horton Street, Suite 550
City:	Emeryville
State/Country:	CALIFORNIA
Postal Code:	94608

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11296829

CORRESPONDENCE DATA

Fax Number: (650)494-0792
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (650) 813-5777
 Email: ifrancetic@mofo.com
 Correspondent Name: Terri Shieh-Newton
 Address Line 1: Morrison & Foerster LLP
 Address Line 2: 755 Page Mill Road
 Address Line 4: Palo Alto, CALIFORNIA 94304-1018

ATTORNEY DOCKET NUMBER:	475512000202
NAME OF SUBMITTER:	Terri Shieh-Newton

Total Attachments: 32
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COPY



State of California
Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 17 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

SEP 19 2008

DEBRA BOWEN
Secretary of State

A0682862

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

AGREEMENT OF MERGER

SEP 17 2008

AGREEMENT OF MERGER (this "Agreement"), dated as of September 17, 2008, by and among Lipomics Acquisition Corp., a corporation duly organized and existing under the laws of the State of California and a wholly owned subsidiary of Tethys Bioscience, Inc. ("Merger Sub"), and Lipomics Technologies, Inc., a corporation duly organized and existing under the laws of the State of California (the "Company").

WITNESSETH:

WHEREAS, the Boards of Directors of Merger Sub and the Company deem it advisable and in the best interests of their respective corporations and in the best interests of the shareholders of Merger Sub and the Company that Merger Sub be merged with and into the Company in accordance with this Agreement (the "Reverse Merger");

WHEREAS, to effectuate the Reverse Merger, Merger Sub and the Company have entered into that certain Agreement and Plan of Merger and Reorganization, dated as of September 8, 2008, by and among Tethys Bioscience, Inc., a corporation duly organized and existing under the laws of the State of Delaware ("Parent"), Merger Sub, Liszt Acquisition Corp., a corporation duly organized and existing under the laws of the State of California and a wholly owned subsidiary of Parent, the Company, Steve Watkins as Holders' Representative and Scott Lenet as Stockholders' Representative (the "Agreement and Plan of Merger");

WHEREAS, the Agreement and Plan of Merger and this Agreement are intended to be construed together in order to effectuate their purposes; and

WHEREAS, the Boards of Directors of Merger Sub and the Company, and the shareholders of the Company and Merger Sub, have duly approved and adopted this Agreement, the Agreement and Plan of Merger, and the Reverse Merger.

NOW, THEREFORE, in consideration of the foregoing and the mutual benefits to be derived from this Agreement, the parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE I

THE REVERSE MERGER

1.1 Merger; Effective Time of the Reverse Merger. Subject to the terms and conditions of this Agreement and pursuant to the California Corporations Code, Merger Sub will be merged with and into the Company, with the Company to be the surviving corporation (the Company after the Reverse Merger is sometimes referred to herein as the "Interim Surviving Corporation"). The Reverse Merger will be effective (the "Effective Time") on September 17, 2008, the date upon which this Agreement and all required officers' certificates and other appropriate documents are filed with the Secretary of State of the State of California pursuant to Section 1103 of the California Corporations Code.

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1.2 Effects of the Reverse Merger. At and after the Effective Time, all the property rights, privileges, powers and franchises of each of the Company and Merger Sub shall vest in the Interim Surviving Corporation, and all debts, liabilities, obligations, restrictions, disabilities and duties of each of the Company and Merger Sub shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Interim Surviving Corporation.

(a) Articles of Incorporation of the Interim Surviving Corporation. At the Effective Time, the Articles of Incorporation of the Company as the Interim Surviving Corporation shall be amended and restated to read as set forth on Exhibit A.

(b) Directors and Officers. The directors of Merger Sub immediately prior to the Effective Time shall be the initial directors of the Interim Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and Bylaws of the Interim Surviving Corporation, and the officers of Merger Sub immediately prior to the Effective Time shall be the initial officers of the Interim Surviving Corporation, in each case until their respective successors are duly elected or appointed and qualified.

ARTICLE II

EFFECT OF THE REVERSE MERGER ON THE CAPITAL STOCK OF THE MERGER SUB

REDACTED

REDACTED

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REDACTED

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REDACTED

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ARTICLE III

APPROVAL OF THE REVERSE MERGER

The respective Boards of Directors of Merger Sub and the Company have duly approved and adopted this Agreement, the Agreement and Plan of Merger, and the Reverse Merger. The holders of all of the shares of Company Common Stock have duly approved and adopted this Agreement, the Agreement and Plan of Merger, and the Reverse Merger. The holder of all the outstanding capital stock of Merger Sub has duly approved and adopted this Agreement, the Agreement and Plan of Merger, and the Reverse Merger.

ARTICLE IV

MISCELLANEOUS

4.1 Entire Agreement; Amendments. This Agreement hereby incorporates in its entirety the Agreement and Plan of Merger and the schedules, exhibits and agreements referred to herein and therein constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede all other prior agreements and understandings among the parties with respect thereto. No addition to or modification of any provision of this Agreement shall be binding upon any party hereto unless made in writing and signed by all parties hereto.

4.2 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party hereto without the prior written consent of the other parties hereto. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors, personal representatives and permitted assigns.

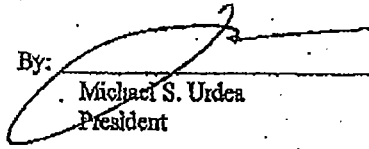
4.3 Further Assurances. Each party hereto shall execute and cause to be delivered to each other party hereto such instruments and other documents, and shall take such other actions, as such other party may reasonably request for the purpose of carrying out or evidencing the transactions contemplated by this Agreement.

4.4 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and to be performed wholly within the State of California.

4.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original as regards any party whose signature appears thereon, and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

LIPOMICS ACQUISITION CORP.

By: 
Michael S. Urdea
President

By: _____
Ivan A. Gaviria
Secretary

LIPOMICS TECHNOLOGIES, INC.

By: _____
Steve Watkins
President


By: _____
Brian Sway
Secretary

SIGNATURE PAGE TO AGREEMENT OF MERGER

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

LIPOMICS ACQUISITION CORP.

By: _____
Michael S. Urdea
President

By:  _____
Ivan A. Gaviria
Secretary

LIPOMICS TECHNOLOGIES, INC.

By: _____
Steve Watkins
President

By: _____
Brian Sway
Secretary

SIGNATURE PAGE TO AGREEMENT OF MERGER

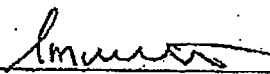
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

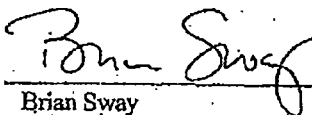
LIPOMICS ACQUISITION CORP.

By: _____
Michael S. Urdea
President

By: _____
Ivan A. Gaviria
Secretary

LIPOMICS TECHNOLOGIES, INC.

By:  _____
Steve Watkins
President

By:  _____
Brian Sway
Secretary

SIGNATURE PAGE TO AGREEMENT OF MERGER

Exhibit A

Amended and Restated Articles of Incorporation

REDACTED

Exhibit A

AMENDED AND RESTATED ARTICLES

OF

LIPOMICS TECHNOLOGIES

ONE: The name of this corporation is Lipomics Technologies, Inc.

TWO: The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

THREE:

FOUR: Section 1. The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

Section 2. This corporation is authorized to indemnify the directors and officers of this corporation to the fullest extent permissible under California law (as defined in Section 317(g) of the California Corporations Code or elsewhere).

REDACTED

PATENT

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CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER
(LIPOMICS TECHNOLOGIES, INC.)

Steven M. Watkins and Brian Sway hereby certify that:

1. Steven M. Watkins is the President and Brian Sway is the Secretary of Lipomics Technologies, Inc., a California corporation (the "Company").
2. The Agreement and Plan of Merger and Reorganization by and among Tethys Bioscience, Inc., a Delaware corporation ("Parent"), Lipomics Acquisition Corp., a California corporation and a wholly owned subsidiary of Parent ("Merger Sub"), Liszt Acquisition Corp., a California corporation and a wholly owned subsidiary of Parent ("Second Merger Sub"), the Company, Steve Watkins as Holders' Representative and Scott Lenet as Stockholders' Representative (the "Agreement and Plan of Merger") and the Agreement of Merger by and among Merger Sub and the Company, in the form attached to this Certificate (the "Agreement of Merger"), were duly approved by the Board of Directors and by the shareholders of the Company. The Agreement of Merger provides for the statutory merger of Merger Sub with and into the Company, with the Company to be the surviving corporation of the merger.

3.

REDACTED

4.

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REDACTED

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Each of the undersigned declares under penalty of perjury under the laws of the State of California that the statements set forth in this Certificate are true and correct to his own knowledge.

Dated: September 17, 2008


Steven M. Watkins, President

Dated: September 17, 2008


Brian Sway, Secretary

CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER
(LIPOMICS ACQUISITION CORP.)

Michael S. Urdea and Ivan A. Gaviria hereby certify that:

1. Michael S. Urdea is the President and Ivan A. Gaviria is the Secretary of Lipomics Acquisition Corp., a California corporation and wholly owned subsidiary of Tethys Bioscience, Inc. ("Merger Sub").
2. The Agreement and Plan of Merger and Reorganization by and among Tethys Bioscience Inc., a Delaware corporation ("Parent"), Merger Sub, Liszt Acquisition Corp., a California corporation and a wholly owned subsidiary of Parent and Lipomics Technologies, Inc., a California corporation (the "Company"), Steve Watkins as Holder's Representative and Scott Lenet as Stockholders' Representative (the "Agreement and Plan of Merger") and Agreement of Merger by and among Merger Sub and the Company, in the form attached to this Certificate (the "Agreement of Merger"), were duly approved by the Board of Directors and by the sole shareholder of Merger Sub. The Agreement of Merger provides for the statutory merger of Merger Sub with and into the Company, with the Company to be the surviving corporation.
- 3.
4. The percentage vote required to approve the Agreement of Merger was the affirmative vote of a majority of the outstanding shares of Common Stock. The number of shares of Common Stock outstanding and entitled to vote on the Agreement of Merger was 100 shares. The principal terms of the Agreement of Merger were approved by the sole shareholder of Merger Sub by the vote of a number of shares of Common Stock that equaled or exceeded the vote required. The shareholder approval was by written consent of the holders of one hundred percent (100%) of the outstanding shares of Common Stock.
5. No vote of the stockholders of Parent was required under applicable law.

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Each of the undersigned declares under penalty of perjury under the laws of the State of California that the statements set forth in this Certificate are true and correct to his own knowledge.

Dated: September 11, 2008



Michael S. Urdea, President

Dated: September __, 2008



Ivan A. Gaviria, Secretary


SIGNATURE PAGE FOR
CERTIFICATE OF APPROVAL OF
AGREEMENT OF MERGER (LIPOMICS ACQUISITION CORP.)

Each of the undersigned declares under penalty of perjury under the laws of the State of California that the statements set forth in this Certificate are true and correct to his own knowledge.

Dated: September __, 2008

Michael S. Urdea, President

Dated: September 17, 2008



Ivan A. Gaviria, Secretary

SIGNATURE PAGE FOR
CERTIFICATE OF APPROVAL OF
AGREEMENT OF MERGER (LIPOMICS ACQUISITION CORP.)



COPY



State of California
Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 13 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

SEP 19 2008

Debra Bowen

DEBRA BOWEN
Secretary of State

A0682063

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

AGREEMENT OF MERGER

SEP 17 2008

AGREEMENT OF MERGER (this "Agreement"), dated as of September 17, 2008, by and among Liszt Acquisition Corp., a corporation duly organized and existing under the laws of the State of California and a wholly owned subsidiary of Tethys Bioscience, Inc. ("Second Merger Sub"), and Lipomics Technologies, Inc., a corporation duly organized and existing under the laws of the State of California and wholly owned subsidiary of Tethys Bioscience, Inc., a corporation duly organized and existing under the laws of the State of Delaware (the "Company" and sometimes referred to herein as "Interim Surviving Corporation").

WITNESSETH:

WHEREAS, the Boards of Directors of Second Merger Sub and the Interim Surviving Corporation deem it advisable and in the best interests of their respective corporations and in the best interests of the shareholders of Second Merger Sub and the Interim Surviving Corporation that the Interim Surviving Corporation be merged with and into Second Merger Sub in accordance with this Agreement (the "Second-Step Merger");

WHEREAS, to effectuate the Second-Step Merger, Second Merger Sub and the Interim Surviving Corporation have entered into that certain Agreement and Plan of Merger and Reorganization, dated as of September 8, 2008, by and among Tethys Bioscience, Inc., a corporation duly organized and existing under the laws of the State of Delaware ("Parent"), Second Merger Sub, Lipomics Acquisition Corp., a corporation duly organized and existing under the laws of the State of California and a wholly owned subsidiary of Parent, the Company, Steve Watkins as Holders' Representative and Scott Lenet as Stockholders' Representative (the "Agreement and Plan of Merger");

WHEREAS, the Agreement and Plan of Merger and this Agreement are intended to be construed together in order to effectuate their purposes; and

WHEREAS, the Boards of Directors of Second Merger Sub and the Company, and the shareholders of the Company and Second Merger Sub, have duly approved and adopted this Agreement, the Agreement and Plan of Merger, and the Second-Step Merger.

NOW, THEREFORE, in consideration of the foregoing and the mutual benefits to be derived from this Agreement, the parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE I

THE SECOND-STEP MERGER

1.1 Second-Step Merger; Effective Time of the Second-Step Merger. Subject to the terms and conditions of this Agreement and pursuant to the California Corporations Code, the Company will be merged with and into the Second Merger Sub, with the Second Merger Sub to be the surviving corporation (the Second Merger Sub after the Second-Step Merger is sometimes

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referred to herein as the "Surviving Corporation"). The Second-Step Merger will be effective (the "Second-Step Merger Effective Time") on September 17, 2008, the date upon which this Agreement and all required officers' certificates and other appropriate documents are filed with the Secretary of State of the State of California pursuant to Section 1103 of the California Corporations Code.

1.2 Effects of the Second-Step Merger. At and after the Second-Step Merger Effective Time, all the property, rights, privileges, powers and franchises of each of the Interim Surviving Corporation and Second Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities, obligations, restrictions, disabilities and duties of each of the Interim Surviving Corporation and Second Merger Sub shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Corporation.

(a) Articles of Incorporation of the Surviving Corporation. At the Second-Step Merger Effective Time, the Articles of Incorporation of Second Merger Sub as the Surviving Corporation shall be amended and restated to read as set forth on Exhibit A.

(b) Directors and Officers. The directors of Second Merger Sub immediately prior to the Second-Step Merger Effective Time shall be the initial directors of the Surviving Corporation, each to hold office in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation, and the officers of Second Merger Sub immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation, in each case until their respective successors are duly elected or appointed and qualified.

1.3 Name. From and after the Second-Step Merger Effective Time, the name of the Surviving Corporation will be Liponics Technologies, Inc.

ARTICLE II

EFFECT OF THE SECOND-STEP MERGER ON THE CAPITAL STOCK OF THE SECOND MERGER SUB

2.1

REDACTED

ARTICLE III

APPROVAL OF THE MERGER

The respective Boards of Directors of Second Merger Sub and the Company have duly approved and adopted this Agreement, the Agreement and Plan of Merger, and the Second-Step Merger. The holders of all of the shares of Company Common Stock have duly approved and adopted this Agreement, the Agreement and Plan of Merger, and the Second-Step Merger. The holder of all the outstanding capital stock of Second Merger Sub has duly approved and adopted this Agreement, the Agreement and Plan of Merger, and the Second-Step Merger.

ARTICLE IV

MISCELLANEOUS

4.1 Entire Agreement; Amendments. This Agreement hereby incorporates in its entirety the Agreement and Plan of Merger and the schedules, exhibits and agreements referred to herein and therein constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede all other prior agreements and understandings among the parties with respect thereto. No addition to or modification of any provision of this Agreement shall be binding upon any party hereto unless made in writing and signed by all parties hereto.

4.2 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party hereto without the prior written consent of the other parties hereto. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors, personal representatives and permitted assigns.

4.3 Further Assurances. Each party hereto shall execute and cause to be delivered to each other party hereto such instruments and other documents, and shall take such other actions, as such other party may reasonably request for the purpose of carrying out or evidencing the transactions contemplated by this Agreement.

4.4 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and to be performed wholly within the State of California.

4.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original as regards any party whose signature appears thereon, and all of which together will constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first above written:

LISZT ACQUISITION CORP.

By: _____

Michael S. Urdea
President

By: _____

Ivan A. Gaviria
Secretary

LIPOMICS TECHNOLOGIES, INC.

By: _____

Michael S. Urdea
President

By: _____


Ivan A. Gaviria
Secretary

SIGNATURE PAGE TO AGREEMENT OF MERGER

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first above written.


LISZT ACQUISITION CORP.

By: _____
Michael S. Urdea
President

By: 
Ivan A. Gaviria
Secretary

LIPOMICS TECHNOLOGIES, INC.

By: _____
Michael S. Urdea
President

By: 
Ivan A. Gaviria
Secretary

SIGNATURE PAGE TO AGREEMENT OF MERGER

Exhibit A

Amended and Restated Articles of Incorporation

REDACTED

Exhibit A

AMENDED AND RESTATED ARTICLES

OF

LIPOMICS TECHNOLOGIES, INC.

ONE: The name of this corporation is Lipomics Technologies, Inc.

TWO: The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

THREE:

FOUR: The name and complete business address in this state of this corporation's initial agent for service of process is:

Michael S. Urdea
Tethys Bioscience, Inc.
5858 Horton Street
Suite 550
Emeryville, CA 94608

FIVE: Section 1. The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

Section 2. This corporation is authorized to indemnify the directors and officers of this corporation to the fullest extent permissible under California law (as defined in Section 317(g) of the California Corporations Code or elsewhere).

REDACTED

PATENT

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CERTIFICATE OF APPROVAL

OF

AGREEMENT OF MERGER
(LISZT ACQUISITION CORP.)

Michael S. Urdea and Ivan A. Gaviria hereby certify that:

1. Michael S. Urdea is the President and Ivan A. Gaviria is the Secretary of Liszt Acquisition Corp., a California corporation and wholly owned subsidiary of Tethys Bioscience, Inc. ("Second Merger Sub").
2. The Agreement and Plan of Merger and Reorganization by and among Tethys Bioscience, Inc., a Delaware corporation ("Parent"), Lipomics Acquisition Corp., a California corporation and a wholly owned subsidiary of Parent, Second Merger-Sub, Steve Watkins as Holders' Representative, Scott Lenet as Stockholders' Representative and Lipomics Technologies, Inc., a California corporation (the "Company") (the "Agreement and Plan of Merger") and Agreement of Merger by and among the Company and Second Merger Sub, in the form attached to this Certificate (the "Agreement of Merger") were duly approved by the Board of Directors and by the shareholders of the Company. The Agreement of Merger provides for the statutory merger of the Company with and into the Second Merger Sub, with the Second Merger Sub to be the surviving corporation of the merger.

3.

4.

REDACTED

5.

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Each of the undersigned declares under penalty of perjury under the laws of the State of California that the statements set forth in this Certificate are true and correct to his own knowledge.

Dated: September 17, 2008



Michael S. Lorde, President

Dated: September 17, 2008

Ivan A. Gaviria, Secretary


SIGNATURE PAGE FOR
CERTIFICATE OF APPROVAL OF
AGREEMENT OF MERGER (LISZT ACQUISITION CORP.)

Each of the undersigned declares under penalty of perjury under the laws of the State of California that the statements set forth in this Certificate are true and correct to his own knowledge.

Dated: September __, 2008

Michael S. Urdea, President

Dated: September 17, 2008



Ivan A. Gaviria, Secretary

SIGNATURE PAGE FOR
CERTIFICATE OF APPROVAL OF
AGREEMENT OF MERGER (LISZT ACQUISITION CORP.)

CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER
(LIPOMICS TECHNOLOGIES, INC.)

Michael S. Urdea and Ivan A. Gaviria hereby certify that:

1. Michael S. Urdea is the President and Ivan A. Gaviria is the Secretary of Lipomics Technologies, Inc., a California corporation and wholly owned subsidiary of Tethys Bioscience, Inc., a Delaware corporation (the "Company").
2. The Agreement and Plan of Merger and Reorganization by and among Tethys Bioscience, Inc., a Delaware corporation ("Parent"), Lipomics Acquisition Corp., a California corporation and a wholly owned subsidiary of Parent ("Merger Sub"), Liszt Acquisition Corp., a California corporation and a wholly owned subsidiary of Parent ("Second Merger Sub"), Steve Watkins as Holders' Representative, Scott Lenet as Stockholders' Representative and the Company (the "Agreement and Plan of Merger") and Agreement of Merger by and among the Company and Second Merger Sub, in the form attached to this Certificate (the "Agreement of Merger"), were duly approved by the Board of Directors and by the shareholders of the Company. The Agreement of Merger provides for the statutory merger of the Company with and into the Second Merger Sub, with the Second Merger Sub to be the surviving corporation of the merger.

3.

4.

REDACTED

[Remainder of Page Intentionally Left Blank]

Each of the undersigned declares under penalty of perjury under the laws of the State of California that the statements set forth in this Certificate are true and correct to his own knowledge.

Dated: September 17, 2008



Michael S. Urdea, President

Dated: September , 2008

Ivan A. Gaviria, Secretary


SIGNATURE PAGE FOR
CERTIFICATE OF APPROVAL OF
AGREEMENT OF MERGER (LIPOMICS TECHNOLOGIES, INC.)

Each of the undersigned declares under penalty of perjury under the laws of the State of California that the statements set forth in this Certificate are true and correct to his own knowledge.

Dated: September __, 2008

Michael S. Urdea, President

Dated: September 17, 2008



Ivan A. Gaviria, Secretary

SIGNATURE PAGE FOR
CERTIFICATE OF APPROVAL OF
AGREEMENT OF MERGER (LIPOMICS TECHNOLOGIES, INC.)

