

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	Employment Agreement												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Madhumita Patnaik</td> <td>04/07/2006</td> </tr> </tbody> </table>		Name	Execution Date	Madhumita Patnaik	04/07/2006								
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<table border="1"> <tr> <td>Name:</td> <td>Lipomics Technologies, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>3410 Industrial Blvd.</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 103</td> </tr> <tr> <td>City:</td> <td>West Sacramento</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>95691</td> </tr> </table>		Name:	Lipomics Technologies, Inc.	Street Address:	3410 Industrial Blvd.	Internal Address:	Suite 103	City:	West Sacramento	State/Country:	CALIFORNIA	Postal Code:	95691
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CORRESPONDENCE DATA													
Fax Number:	(919)854-1401												
Phone:	9198541400												
Email:	kwu@myersbigel.com												
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>													
Correspondent Name:	Myers Bigel Sibley & Sajovec, PA												
Address Line 1:	4140 Parklake Avenue												
Address Line 2:	Suite 600												
Address Line 4:	Raleigh, NORTH CAROLINA 27612												
ATTORNEY DOCKET NUMBER:	5405-410IP												
NAME OF SUBMITTER:	Katie Wu												
<p>Total Attachments: 7 source=Patnaik#page1.tif</p>													

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LIPOMICS TECHNOLOGIES, INC.

PROPRIETARY INFORMATION, TRADE SECRET
AND CONFIDENTIALITY AGREEMENT

Employee Name: Madhanti (Meeta) Patro

I recognize that Lipomics Technologies, Inc. (the "Company") is engaged in a continuous program of research, development, design and production respecting its business, including, without limitation, the research, development, design and production of quantitative lipid metabolite measurements and diagnostic discovery. I understand that as part of my employment relationship with the Company, I am or may be expected to make new contributions and inventions of value to the Company. I also understand that my employment relationship with the Company creates a relationship of confidence and trust between me and the Company with respect to any information relating to the business of the Company or learned by me in the context of my Employment.

In consideration of my employment or continued employment by the Company, and the compensation received by me from the Company, I acknowledge, represent and agree to and with the Company as follows.

1. With respect to my prior activities:

(a) I have no continuing obligations with respect to any Inventions (as defined on Exhibit A hereto) of any other party;

(b) I have not made, conceived or reduced to practice any Inventions relating to the current or potential business of the Company or the scope of my employment, either separately or jointly with others, which have not been assigned to the Company, except as provided on Exhibit B attached hereto (if no entry is made on Exhibit B, the entry shall be "none");

(c) I have not brought any confidential materials, confidential information or trade secrets of a former employer or other third party that are not generally available to the public unless I have obtained expressed written consent of such former employer or third party, and I will not disclose to the Company or induce the Company to use any Invention, trade secret or confidential information belonging to a former employer or other third party;

(d) I am not a party to any other agreement which will interfere with my full compliance with the terms of this Agreement; and

(e) In order to facilitate the complete and accurate disclosure described in this Section, I shall maintain complete written records of all Inventions or other discoveries made by me during my employment, which records shall be the property of the Company.

2. With respect to Inventions conceived, made, learned or reduced to practice by me, alone or with others, during my employment with the Company, which are related to or useful in the current or potential business of the Company, result from the tasks assigned me by the Company or result from the use of any facilities or equipment of the Company:

(a) I shall disclose such Inventions promptly to the Company, whether or not I consider them patentable;

(b) Such Inventions are the sole property of the Company and I hereby assign to the Company any rights I have or may acquire in any Inventions;

(c) I shall assist the Company in obtaining patent, copyright and trademark protection in all countries, including the execution of patent applications and other documents, vesting title with the Company; and

(d) I shall execute all such documents and take such further action as may be reasonably requested by the Company to effect the intention of this Section 2.

(e) In order to facilitate the complete and accurate disclosure described in this Section, I shall maintain complete written records of all Inventions or other discoveries made by me during my employment, which records shall be the property of the Company.

3. I understand and agree that no rights are hereby assigned in any Inventions which qualify fully under the provisions of California Labor Code Section 2870, the terms of which have been set forth on Exhibit C to this Agreement.

4. During my employment by the Company or any time thereafter I shall not, either directly or indirectly, use (other than in the performance of my duties to the Company) or disclose to any person, firm or corporation any Confidential Information (as defined on Exhibit A hereto). I further agree not to make copies of such Confidential Information, except as may be expressly authorized by the Company.

5. All documents and materials pertaining to the business of or my employment with the Company made by me or that come into my possession during my employment with the Company are the property of the Company. Upon termination of my employment, or upon earlier request of the Company, I will deliver to the Company all such documents and materials in my possession or in my control, including all forms of

Confidential Information, and I will not allow any third party to take or use any of the foregoing.

6. I acknowledge and agree that I am an at-will employee of the Company and further agree that nothing in this Agreement or otherwise shall impair my right or the right of the Company to terminate my employment for any reason or no reason, with or without cause or prior notice.

7. During my employment by the Company, I agree not to plan or otherwise take any preliminary steps, either alone or in concert with others, to set up or engage in any business enterprise that would be in competition with the Company.

8. (a) This Agreement shall be construed under and according to the internal laws, and not the laws of conflicts, of the state of California.

(b) In the event that any provision of this Agreement shall be determined by any court of competent jurisdiction to be unenforceable or otherwise invalid as written, the same shall be enforced and validated to the extent permitted by law. All provisions of this Agreement are severable, and the unenforceability or invalidity of any single provision hereof shall not affect the remaining provisions of this Agreement.

(c) This Agreement contains the sole and entire agreement and understanding between the Company and myself with respect to the subject matter hereof, and supersedes and replaces any prior agreements to the extent any such agreement is inconsistent with this Agreement. This Agreement can be amended, modified or changed in whole or in part only by a written agreement signed by the Company and myself.

(d) I agree that in addition to any rights and remedies that the Company may have, the Company shall have the right to obtain such equitable relief as may be permitted by law in a court of competent jurisdiction including, without limitation, injunctive relief from any breach by me of any term or provision of this Agreement.

9. Upon termination of my services to or employment with the Company, I shall sign and deliver the "Termination Statement" attached hereto as Exhibit D. My failure to sign such Termination Statement, however, shall not affect my obligations under this Agreement.

I hereby acknowledge my agreement to the above by executing my name below.

Dated: 4/7/06


Signature of Employee

NEETA PATNAIK
Print Name of Employee

Acknowledged and Accepted by:

LIPOMICS TECHNOLOGIES, INC.

By 

Title HR Consultant

EXHIBIT A

"Inventions" Defined

For the purpose of this Agreement, "Invention" shall be defined to include, without limitation, any inventions, formulae, techniques, discoveries, developments, designs, contributions, ideas, improvements, know-how, negative know-how, data, new machines, manufacturing processes or methods, original writings, software programs, processes, uses, apparatus, compositions of matter, copyrights, trademarks, designs or configurations of any kind, whether or not patentable or registrable under patent, copyright or similar statutes, conceived, made, learned or reduced to practice by me, either alone or jointly with others, or any improvements to any of the above.

"Confidential Information" Defined

For purposes of this Agreement, "Confidential Information" shall mean any trade secrets or other information relating to the business of the Company, or of any customer or supplier of the Company, that has not been previously publicly released by duly authorized representatives of the Company. By way of illustration, but not limitation, Confidential Information shall include trade secrets, processes, formulae, ideas, inventions, improvements, know-how, negative know-how, techniques, drawings, designs, original writings, software programs, plans, proposals, marketing and sales plans, financial information, cost or pricing information, customer or supplier lists, blueprints, specifications, promotional ideas, and all other concepts, information or ideas related to the present or potential business of the Company.

EXHIBIT C

California Labor Code Section 2870

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer.

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

EXHIBIT D

Proprietary Information
and Confidentiality Agreement

Termination Statement

I hereby acknowledge and represent to and agree with the Company as follows:

1. When I signed the attached Employee Proprietary Information, Trade Secret and Confidentiality Agreement (the "Agreement"), I read and understood the terms of the Agreement.

2. I have fully complied with the terms of the Agreement including, without limitation, the disclosure and assignment to the Company of any Inventions covered by that Agreement, and the return of any documents and other materials of any nature pertaining to my employment with the Company.

3. I hereby acknowledge and agree to comply with my continuing obligations under the Agreement.

Dated: _____, 20__

Signature of Contractor

Print Name of Contractor