

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3839832

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
	Name	Execution Date	
	REBECCA TAUB	04/07/2016	
	CHARLES H. REYNOLDS	03/02/2016	
RECEIVING PARTY DATA			
Name:	MADRIGAL PHARMACEUTICALS, INC.		
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City:	FORT WASHINGTON		
State/Country:	PENNSYLVANIA		
Postal Code:	19034		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	
	Application Number:	15046213	
CORRESPONDENCE DATA			
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
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ATTORNEY DOCKET NUMBER:	MDRI-022D01US 322151-2169		
NAME OF SUBMITTER:	LIAN OUYANG		
SIGNATURE:	/Lian Ouyang/		
DATE SIGNED:	04/21/2016		
Total Attachments: 6			
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PATENT

REEL: 038339 FRAME: 0894

ASSIGNMENT

Rebecca Taub and Charles H. Reynolds (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **METHOD OF SYNTHESIZING THYROID HORMONE ANALOGS AND POLYMORPHS THEREOF**, and which is one and all of:

- (1) ☐ provisional application
- (a) ☐ to be filed herewith; or
- (b) ☐ bearing Application No. _____, and filed on _____;
- (2) ☒ non-provisional application
- (a) ☐ to be filed herewith; or
- (b) ☒ bearing Application No. 15/046,213, and filed on February 17, 2016; and/or
- (3) ☐ PCT application
- (a) ☐ bearing Application No. _____, and filed on _____.

WHEREAS, Madrigal Pharmaceuticals, Inc., having its principal place of business at 500 Office Center Drive, Suite 400, Fort Washington, PA 19034 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified in paragraph (1), (2) and/or (3); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of these applications; and any and all patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee or a predecessor in interest of the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application(s) for patent identified in paragraph (1) (2) and/or (3);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention,

the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;

(d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, at least one of the applications for patent identified in paragraph (1), (2) and/or (3) or any application(s) for patent claiming the Invention(s), including any substitute application(s), division(s), continuation(s), and continuation(s)-in-part;

(f) any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of any application(s) for patent identified in the preceding paragraphs (b)-(e) and of any and all patent(s) granted based thereon in the United States and in all other countries; and

(g) any patent(s) of the United States or other countries that may be granted for or on any application(s) for patent identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein, and that the Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said application(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, etc.)

without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application(s) identified in paragraph (1), (2) and/or (3) when known.

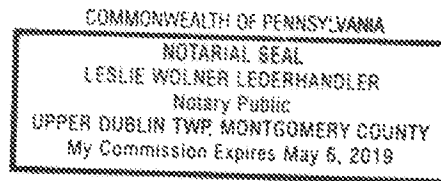
The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: April 7, 2016By: Rebecca TaubState of Penn.County of MontgomeryOn 4-7-16, before me, Leslie Wolner Lederhandler,Notary Public, personally appeared Rebecca Anne Taub,

who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Leslie Wolner Lederhandler
Signature of Notary Public



Place Notary Seal Above

My Commission Expires: 5-6-19

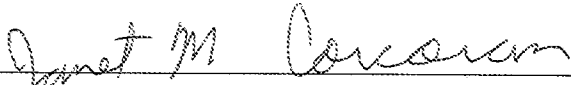
Date: 3/2/16By: 

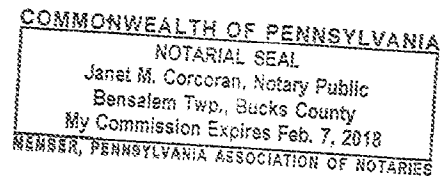
Charles H. Reynolds

State of Pennsylvania)
) ss.
County of Bucks)

On March 2, 2016, before me, Janet M Corcoran,
Notary Public, personally appeared Charles H. Reynolds,
who proved to me on the basis of satisfactory evidence, to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Notary Public



Place Notary Seal Above

My Commission Expires: February 7, 2018

Date: April 7 2016

By: [Signature]
 Name: Rebecca Taub
 Title: CEO
 Company: Madriral Pharmaceuticals, Inc.

State of Penn.)
) ss.
 County of Montgomery)

On 4-7-16, before me, Leslie Wolner Lederhandler,
 Notary Public, personally appeared Rebecca Anne Taub,
 who proved to me on the basis of satisfactory evidence, to be the person(s) whose
 name(s) is/are subscribed to the within instrument and acknowledged to me that
 he/she/they executed the same in his/her/their authorized capacity(ies), and that by
 his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
 which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
 Signature of Notary Public

My Commission Expires: 5-6-19

COMMONWEALTH OF PENNSYLVANIA
 NOTARIAL SEAL
 LESLIE WOLNER LEDERHANDLER
 Notary Public
 UPPER DUBLIN TWP, MONTGOMERY COUNTY
 My Commission Expires May 6, 2019

Place Notary Seal Above