

05-28-1998



ET
Attny Docket No. X-10561
ie record the attached original

To the Honorable Commissioner
documents or copy thereof:

100721229

86-8-5
MLB

1. Name of conveying parties:
Harold B. Dinius
Jeffrey S. Fluharty
Donald R. Perryman
Additional name(s) of conveying party(ies)
attached? () Yes (X) No

2. Name & address of receiving party:
Name: Eli Lilly and Company
Internal Address: Patent Division
Street Address: Lilly Corporate Center
City: Indianapolis State: Indiana
Zip: 46285

3. Nature of conveyance:
(X) Assignment () Merger
() Security Agreement () Change of Name
() Other
Execution Date: October 16, 1996

Additional name(s) & address(es) attached?
() Yes (X) 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): 08/734,160 B. Patent No.(s): _____
Additional Numbers attached () Yes (X) No

5. Name and address of party to whom
correspondence concerning documents
should be mailed:
Cheryl Eyed
Eli Lilly and Company
Lilly Corporate Center
Indianapolis, IN 46285

6. Total number of applications and
patents involved: (1)
7. Total fee (37 CFR \$3.41) \$ 40.00
(\$40.00 per assignment)
() Enclosed
(X) Authorized to be charged to
deposit account
8. Deposit account number: 05-0840

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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.
Michael T. Bates
Name of Attorney Signing Reg. No. 34,121
Michael T. Bates
Signature
5/4/98
Date
Total number of pages including cover sheet, attachments and document: (3)

Certificate of Mailing
I hereby certify that this correspondence is being deposited with the United States
Postal Service as first class mail in an envelope addressed to: Commissioner of Patents
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ELI LILLY AND COMPANY
BY *Cheryl Eyed* DATE 5.4.98

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

05/28/1998 TTON11 00000198 050840 08734160
01 FC:581 40.00 CH

ASSIGNMENT

WHEREAS we, Harold B. Dinius, Mooresville, Indiana, county of Morgan, Jeffrey S. Fluharty, Indianapolis, Indiana, county of Marion, and Donald R. Perryman, Brownsburg, Indiana, county of Hendricks, have made an invention which is the subject of an application for Letters Patent of the United States ("Application") entitled HOPPER ASSEMBLY FOR LITERATURE FEEDER SYSTEM which has been executed by us on the 16 day of October, 1996; and

WHEREAS ELI LILLY AND COMPANY, an Indiana corporation having its principal place of business at Lilly Corporate Center, Indianapolis, Indiana 46285, wishes to acquire the entire interest in all inventions disclosed in such Application;

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, we hereby sell, assign, transfer and set over unto Eli Lilly and Company, its successors and assigns (collectively "Lilly") our entire right, title and interest in, to and under the Application, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all present or future patent applications to such inventions that may be filed in the United States or any foreign country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, Patent Cooperation Treaty applications, United States provisional patent applications, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection certificates, copyrights, trademarks, and data package exclusivity rights; and any and all Letters Patent with respect to the application; all of the above to be held and enjoyed by Lilly for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by us had this Assignment and sale to Lilly not been made.

We hereby grant power of attorney to Lilly for the purpose of taking any actions (including, abandonment) and making any payments with respect to the Application for patent applications filed under the Patent Cooperation Treaty and appoint Eli Lilly and Company as COMMON REPRESENTATIVE to represent us before all competent International Authorities in connection with all International applications filed under the Patent Cooperation Treaty by an agent selected at the sole discretion of COMMON REPRESENTATIVE, Lilly, with (i) the United States Patent and Trademark Office acting as PCT receiving office, (ii) the European Patent Office acting as PCT representative, or (iii) the WIPO PCT International Bureau.

For ourselves and for our heirs, successors and legal representatives, we covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

For ourselves and for our heirs, successors and legal representatives, we further covenant and agree with Lilly that upon request we and they will, without further consideration than that now paid, but at the expense of Lilly: (i) execute original, provisional, substitute, continuation, divisional, continuation-in-part, reexamined, or reissued

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applications, amended specifications, or rightful declarations or oaths for such application; (ii) communicate to Lilly any facts known to us or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (iv) execute and deliver any application papers, affidavits, declarations, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for Lilly, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to Lilly or its nominees, in the United States and in all other countries where Lilly may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for Lilly and to vest and confirm in Lilly or its nominees the full and complete legal and equitable title to all such Letters Patent and related intellectual property.

IN WITNESS WHEREOF we have executed this assignment on the 16 day of October, 1996.

Harold B. Dinius

Harold B. Dinius

Jeffrey S. Fluharty

Jeffrey S. Fluharty

Donald R. Perryman

Donald R. Perryman

UNITED STATES OF AMERICA

STATE OF INDIANA)
) ss:
1996
COUNTY OF MARION)

October 16, 1996

Before me, a Notary Public for Johnson County, State of Indiana, personally appeared Harold B. Dinius, Jeffrey S. Fluharty and Donald R. Perryman and acknowledged the execution of the foregoing instrument this 16 day of October, 1996.

Colleen Ann Steinmetz

Notary Public

My commission expires:

Colleen Ann Steinmetz
Johnson County
My Commission Expires
November 30, 1999