

08-17-1998

U.S. DEPARTMENT OF COMMERCE
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1 SHEET

Attorney's Docket No. 002010-062

To the Honorable Commission

100794711

attached original documents or copy thereof.

1. Name of conveying party(ies): Jing Wu, Jay Tung, Eugene D. Thorsett, Michael A. Pleiss, Jeffrey S. Nissen, Jeffrey Neitz, Lee H. Latimer, Varghese John, Stephen Freedman, Thomas C. Britton, James E. Audia, Jon K. Reel, Thomas E. Mabry, Bruce A. Dressman, Cynthia L. Cwi, James J. Droste, Steven S. Henry, Stacey L. McDaniel, William Leonard Scott, Russell D. Stucky, Warren J. Porter

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

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name

Other: _____

Execution Date: Respectively on May 6, 1998; May 6, 1998; April 30, 1998; May 5, 1998; June 26, 1998; May 7, 1998; May 6, 1998; May 5, 1998; May 5, 1998; June 26, 1998; June 26, 1998; June 26, 1998; June 26, 1998; June 26, 1998; July 7, 1998; June 26, 1998; June 29, 1998; July 7, 1998; June 26, 1998; June 26, 1998.

2. Name and address of receiving party(ies):

Name: Athena Neurosciences, Inc.

Address: 800 Gateway Boulevard

South San Francisco, CA 94080

U.S.A.

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)

08/996,422

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Gerald F. Swiss

Address: BURNS, DOANE, SWECKER & MATHIS, L.L.P.

P.O. Box 1404

Alexandria, Virginia 22313-1404

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41): \$ 40.00

☒ Enclosed

☐ Authorized to be charged to deposit account, if necessary

8. Deposit account number:

02-4800

DO NOT USE THIS SPACE

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.

Gerald F. Swiss
Name of Person Signing

Gerald F. Swiss
Signature

July 13, 1998
Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Attorney's Docket No. 002010-062
U.S. Application Serial No. 08/996-422
Page 2 of 2



Box 2. (cont.)

2. Name and address of receiving
party(ies):

Name: ELI LILLY & COMPANY

Address: Lilly Corporate Center

Indianapolis, Indiana 46285

ASSIGNMENT (JOINT)

THIS ASSIGNMENT, by JING WU, JAY TUNG, EUGENE D. THORSETT, MICHAEL A. PLEISS, JEFFREY S. NISSEN, JEFFREY NEITZ, LEE H. LATIMER, VARGHESE JOHN, STEPHEN FREEDMAN, THOMAS C. BRITTON, JAMES E. AUDIA, JON K. REEL, THOMAS E. MABRY, BRUCE A. DRESSMAN, CYNTHIA L. CUI, JAMES J. DROSTE, STEVEN S. HENRY, STACEY L. MCDANIEL, WILLIAM LEONARD SCOTT, RUSSELL D. STUCKY, and WARREN J. PORTER, residing at 10 DE SABLE ROAD, APT 502, SAN MATEO, CA, 94402; 2224 SEMERIA AVE., BELMONT, CA, 94002; 571 BUENA VISTA ST., MOSS BEACH, CA, 94038; 848 STELLA COURT, SUNNYVALE, CA, 94087; 4348 OIL CREEK DR., INDIANAPOLIS, INDIANA, 46268; 3215 CLEMENT ST., APT. 102, SAN FRANCISCO, CA 94121; 56 SHERIDAN RD., OAKLAND, CA 94618; 1722 18TH AVE., SAN FRANCISCO, CA 94122; 2189 RIDGEPOINT COURT, WALNUT CREEK, CA 94596; 4700 ROYAL OAK LANE, CARMEL, INDIANA 46033; 6449 LAKESIDE WOODS CIRCLE, INDIANAPOLIS, INDIANA 46278; 14701 ALSONG COURT, CARMEL, INDIANA 46032; 8104 HI-VU DR., INDIANAPOLIS, INDIANA 46227; 1430 N. NEW JERSEY, INDIANAPOLIS, INDIANA 46202; 8918 CARRIAGE LANE, INDIANAPOLIS, INDIANA 46256; 7430 WOOD STREAM DRIVE, INDIANAPOLIS, INDIANA 46254; 3362 SOUTH SOUTHWAY DRIVE, NEW PALESTINE, INDIANA 46163; 4136 HERITAGE WAY, BLOOMINGTON, INDIANA 47403; 144 BUCKINGHAM DRIVE, INDIANAPOLIS, INDIANA 46208; 6045 BARTH AVE., INDIANAPOLIS, INDIANA 46227 ; and 8037 LIEBER ROAD, INDIANAPOLIS, INDIANA 46260 (hereinafter referred to as "the Assignors"), respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in CYCLOALKYL, LACTAM, LACTONE AND RELATED COMPOUNDS, PHARMACEUTICAL COMPOSITIONS COMPRISING SAME, AND METHODS FOR INHIBITING β -AMYLOID PEPTIDE RELEASE AND/OR ITS SYNTHESIS BY USE OF SUCH COMPOUNDS, [] which is a provisional application to be filed herewith; [] which is a non-provisional application having an oath or declaration executed on even date herewith prior to filing of application; [X] bearing Application No. 08/996,422, and filed on DECEMBER 22, 1997; and

WHEREAS, ATHENA NEUROSCIENCES, INC., a corporation duly organized under and pursuant to the laws of DELAWARE and having its principal place of business at 800 GATEWAY BOULEVARD, SOUTH SAN FRANCISCO, CALIFORNIA, 94080, UNITED STATES OF AMERICA, and ELI LILLY & COMPANY, a corporation duly organized under and pursuant to the laws of INDIANA and having its principal place of business at LILLY CORPORATE CENTER, INDIANAPOLIS, INDIANA 46285, UNITED STATES OF AMERICA (hereinafter referred to collectively as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues

and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same 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, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignors had this sale and assignment not been made;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisions applications, above-mentioned, and that the same are unencumbered, and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent or Patents for said inventions, 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;

AND the Assignors hereby request the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date <u>5/6/98</u>	Signature of Assignor	<u>Jing Wu</u> Jing Wu
Date <u>5/6/98</u>	Signature of Assignor	<u>Jay S. Tang</u> Jay S. Tang
Date <u>4/30/98</u>	Signature of Assignor	<u>Eugene D. Thorsett</u> Eugene D. Thorsett
Date <u>5/5/98</u>	Signature of Assignor	<u>Michael A. Pleiss</u> Michael A. Pleiss
Date <u>6/26/98</u>	Signature of Assignor	<u>Jeffrey S. Nissen</u> Jeffrey S. Nissen
Date <u>5/7/98</u>	Signature of Assignor	<u>Jeffrey N. Neitz</u> Jeffrey N. Neitz
Date <u>5/6/98</u>	Signature of Assignor	<u>Lee H. Latimer</u> Lee H. Latimer

Date <u>5/5/98</u>	Signature of Assignor	<u>Varghese John</u> Varghese John
Date <u>5/5/98</u>	Signature of Assignor	<u>Stephen Freedman</u> Stephen Freedman
Date <u>6-26-98</u>	Signature of Assignor	<u>Thomas C. Britton</u> Thomas C. Britton
Date <u>6-26-98</u>	Signature of Assignor	<u>James E. Audia</u> James E. Audia
Date <u>6-26-98</u>	Signature of Assignor	<u>Jon K. Reel</u> Jon K. Reel
Date <u>6-26-98</u>	Signature of Assignor	<u>Thomas E. Mabry</u> Thomas E. Mabry
Date <u>6-26-98</u>	Signature of Assignor	<u>Bruce A. Dressman</u> Bruce A. Dressman
Date <u>6-26-98</u>	Signature of Assignor	<u>Cynthia L. Cwi</u> Cynthia L. Cwi
Date <u>7 JULY 1998</u>	Signature of Assignor	<u>James J. Droste</u> James J. Droste
Date <u>6-26-98</u>	Signature of Assignor	<u>Steven S. Henry</u> Steven S. Henry
Date <u>6-29-98</u>	Signature of Assignor	<u>Stacey L. McDaniel</u> Stacey L. McDaniel
Date <u>7/7/98</u>	Signature of Assignor	<u>William Leonard Scott</u> William Leonard Scott
Date <u>6-26-98</u>	Signature of Assignor	<u>Russell D. Stucky</u> Russell D. Stucky
Date <u>6/26/98</u>	Signature of Assignor	<u>Warren J. Porter</u> Warren J. Porter