

02-25-1999



Docket No. G-1265G

To the Honorable Commissioner of Patents and Trademarks or copy thereof:

and the attached original

100973121

1. Name of conveying party(ies):
 (A) Charles Merritt Beasley, Jr.
 (B) Jiban Kumar Chakrabarti
 (C) Terrence Michael Hotten
 (D) David Edward Tupper

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

2. Name & address of receiving party(ies):
 Name: ELI LILLY AND COMPANY
 LILLY CORPORATE CENTER
 Patent Division/DC 1104
 Indianapolis, IN 46285

and
 Name: ELI LILLY AND COMPANY LIMITED
 Kingsclere Road, Basingstoke
 Hampshire RG21 6XA
 England

3. Nature of conveyance:
 (X) Assignment () Merger
 () Security Agreement () Change of Name
 () Other

Execution Date: (A) February 15, 1999
 (B,C,D) September 28th, 1998

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): _____ B. Patent No.(s): 5,817,657

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) \$80.00 (\$40.00 per assignment)
 () Enclosed
 (X) Authorized to be charged to deposit account

8. Deposit account number: 05-0840

DO NOT USE THIS SPACE

02/24/1999 JSHRBAZZ 00000193 050840 5817657

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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.

Arleen Palmberg _____ Arleen Palmberg _____ February 15, 1999
 Name of Attorney Signing Signature Date
 Reg. No. 40,422

Total number of pages including cover sheet, attachments and document: (6)

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 and Trademarks, Washington, D.C. 20231, on the date appearing below.

ELI LILLY AND COMPANY

BY Kindra M. Lumbina DATE February 16, 1999

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

ASSIGNMENT

WHEREAS I, Charles Merritt Beasley, Jr., from the City of Indianapolis, County of Marion, in the State of Indiana, have together with Jiban Kumar Chakrabarti, Camberley, Surrey, United Kingdom, Terrence Michael Hotten, Farnborough, Hampshire, United Kingdom, and David Edward Tupper, Reading, Berkshire, United Kingdom have made an invention which is the subject of an application for Letters Patent of the United States ("Application") entitled PSYCHOACTIVE SUBSTANCE DISORDERS which has been executed by me on the 10th day of June, 1997; 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, I hereby sell, assign, transfer and set over unto Eli Lilly and Company, its successors and assigns (collectively "Lilly") my 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 of the United States and of all foreign countries and all related patent term extensions which may be granted for 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 me had this Assignment and sale to Lilly not been made.

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

For myself and for my heirs, successors and legal representatives, I further covenant and agree with Lilly that upon request I 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 applications, amended specifications, or rightful declarations or oaths for such application; (ii) communicate to Lilly any facts known to me 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.

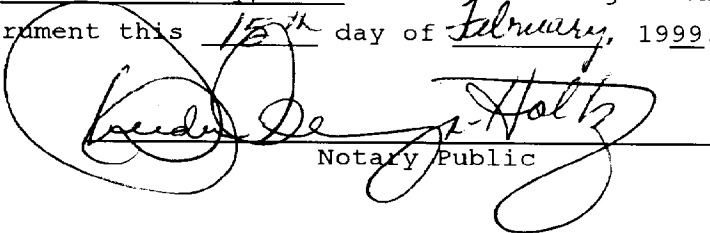
IN WITNESS WHEREOF I have executed this assignment on the 15th day of February, 1999.


Charles Merritt Beasley, Jr.

UNITED STATES OF AMERICA

STATE OF INDIANA)
) ss: February 15, 1999
COUNTY OF MARION)

Before me, a Notary Public for Marion County, State of Indiana, personally appeared Charles Merritt Beasley, Jr. and acknowledged the execution of the foregoing instrument this 15th day of February, 1999.


Notary Public

My commission expires:

DIEDRE ARCINIEGA-HOLTZ, Notary Public
My Commission Expires: November 22, 2006
Resident of Marion County, IN

ASSIGNMENT

Whereas we Jiban Kumar Chakrabarti of 3 Holly Hedge Road, Frimley, Camberley, Surrey GU16 5ST, England and Terence Michael Hotten of 134 West Heath Road, Cove, Farnborough, Hampshire GU14 8PL, England and David Edward Tupper of 8 Mildenhall Close, Lower Earley, Reading, Berkshire RG6 3AT, England

have co-invented, together with Charles Merr Beasley, certain improvements in:
PSYCHOACTIVE SUBSTANCE DISORDERS

and have disclosed the same in an application for Letters Patent of the United States therefore, said application having been filed by us the 13th day of November, 1996 (serial number 08/748,294); and

Whereas ELI LILLY AND COMPANY LIMITED having a usual place of business at Kingsclere Road, Basingstoke, Hampshire RG21 6XA, England, is desirous of acquiring the entire interest in all inventions disclosed in said application;

Now, therefore, in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations to us paid by ELI LILLY AND COMPANY LIMITED, the receipt whereof is hereby acknowledged, we do hereby sell, assign, transfer, and set over unto ELI LILLY AND COMPANY LIMITED, its successors and assigns, the entire right, title and interest in, to and under the said application for Letters Patent of the United States, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all Letters Patent of the United States and of all other countries which may be granted for the said inventions, or any of them.

To have, hold and enjoy the said inventions, the said application, and the said Letters Patent to said ELI LILLY AND COMPANY LIMITED, its successors and assigns, to its and their own use and behoof to the full end of the term or

terms for which the said Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by us had this assignment and sale not been made.

And we do hereby authorise and request the Commissioner of Patents of the United States of issue any Letters Patent which may be granted on the said application, on any continuing or divisional applications, or for the said inventions or any of them, to said ELI LILLY AND COMPANY LIMITED, its successors and assigns, or assignee of the entire right, title and interest therein and thereto.

And we do hereby, for ourselves and for our legal representatives, covenant and agree with ELI LILLY AND COMPANY LIMITED, its successors and assigns, that we have granted to others no licence to make, use or sell any of the said inventions, that our right, title and interest in the said inventions has not been encumbered, that we have good right and title to sell and assign the same, and that we will not execute any instrument in conflict herewith.

And we do hereby, for ourselves and for our legal representatives, further covenant and agree with ELI LILLY AND COMPANY LIMITED, its successors and assigns, that upon request we will, and we shall, execute continuing, divisional, or reissue applications, amended specifications, or rightful oaths; communicate to ELI LILLY AND COMPANY LIMITED, its successors and assigns, any facts known to us relating to the said inventions or the history thereof; execute preliminary statements and testify in any interference proceedings; execute and deliver any applications papers, assignments, or other instruments, and do all other acts which, in the opinion of counsel for ELI LILLY AND COMPANY LIMITED, may be necessary or desirable to secure the grant of Letters Patent to ELI LILLY AND COMPANY LIMITED, its successors and assigns, or its nominees, in the United States and in all other countries where ELI LILLY AND COMPANY LIMITED may desire to have the said inventions, or

any of them, patented, with specifications and claims in such form as shall be approved by counsel for ELI LILLY AND COMPANY LIMITED, and to vest and confirm in ELI LILLY AND COMPANY LIMITED, its successors and assigns, or its nominees, the full and complete legal and equitable title to all such Letters Patent, without further consideration than now paid but at the expense of ELI LILLY AND COMPANY LIMITED, its successors or assigns.

In witness whereof we have hereunto set our hands and seals this ^{28th} day of September, 1998

Jiban Kumar Chakrabarti
Jiban Kumar Chakrabarti

Terence Michael Hotten
Terence Michael Hotten

David Edward Tupper
David Edward Tupper

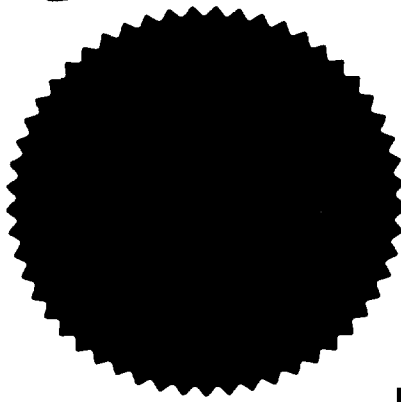
THEN BEFORE ME personally appeared the above-named Jiban Kumar Chakrabarti, Terence Michael Hotten and David Edward Tupper

to me personally known, and by me known to be the persons described in and who each executed the foregoing instrument and acknowledged the same to be his free act and deed respectively.

QUOD ATTESTOR Paul Leonard

PAUL D LEONARD Notary Public
PO Box 102 AMERSHAM, Bucks.,
England, HP7 0QB
Tel & Fax +44(0)1494 711 064

28998/LIC/9-12656/US2-1



PAUL D LEONARD, Notary Public
P O Box 122 AMERSHAM Bucks
England, HP7 0CB
TEL & FAX -44 (0) 1494 711 064

APOSTILLE

(Hague Convention of 5 October 1961/Convention de La Haye du 5 octobre 1961)

1. Country: United Kingdom of Great Britain and Northern Ireland
Pays: Royaume-Uni de Grande-Bretagne et d'Irlande du Nord

This public document/Le présent acte public

2. has been signed by P. D. LEONARD
a été signé par
3. acting in the capacity of Notary Public
agissant en qualité de
4. bears the seal/stamp of THE SAID NOTARY PUBLIC
est revêtu du sceau/timbre de

Certified/Attesté

5 OCT 1998

5. at London/à Londres
6. the/le
7. by Her Majesty's Principal Secretary of State for Foreign and Commonwealth Affairs/
par le Secrétaire d'Etat Principal de Sa Majesté aux Affaires Etrangères et du Commonwealth.

8. Number/sous N° **G 575815**



10. Signature: S. ANSELL

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For the Secretary of State/ Pour le Secrétaire d'Etat