

06-04-1999

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Form PTO-1592 (modified)

101056337

10361.78110

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copies thereof:

<p>1. Name of Conveying Party or Parties:</p> <p>Douglas Kirk Ways</p> <p>Additional Names of conveying party or parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party or parties:</p> <p>Eli Lilly and Company Lilly Corporate Center Indianapolis, Indiana 46285</p>
<p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>May 20, 1999</u></p>	<p>Additional Name(s) and address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>



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: _____

<p>A. Patent Application Number(s):</p> <p>09/253,700</p> <p>Additional Name(s) and address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>B. Patent Number(s):</p>
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<p>5. Name and address of party to whom correspondence concerning the document should be mailed:</p> <p>Banner & Witcoff, Ltd. 1001 G Street, N.W., Suite 1100 Washington, D.C. 20001-4597</p>	<p>6. Total Number of Applications and patents involved:</p> <p>7. Total fee (37 CFR 3.41) \$ 40.00 Enclosed <input type="checkbox"/> Authorized to be charged to deposit account* <input checked="" type="checkbox"/> Please charge or credit our deposit account for any additional or refunded fees associated with recording this assignment</p> <p>8. Deposit Account No.: 19-0733 (in the event additional fees are required)</p>
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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.

Lisa M. Hemmendinger Reg. No. 42.653
Name of Person Signing

Lisa M. Hemmendinger
Signature

June 2, 1999
Date

Total Number of Pages comprising Cover Sheet: 3

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01 FC:581 40.00 DP

PATENT
REEL: 009990 FRAME: 0389

ASSIGNMENT

WHEREAS, I, Douglas Kirk Ways, citizen of the United States, residing at 4565 North Park Avenue, Indianapolis, Indiana 46205, have invented certain new and useful improvements in "THERAPEUTIC TREATMENT FOR CYTOMEGALOVIRUS INFECTION" for which an application for Letters Patent of the United States was filed on February 22, 1999, and accorded U.S. Serial No. 09/253,700; 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 Applications;

NOW THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good 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") 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, continuation-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 Eli 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 Eli Lilly not been made.

For myself and for our 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 our heirs, successors and legal representatives, I further covenant and agree with Eli Lilly that upon request I and they will, without further consideration than that now paid, but at the expense of Eli Lilly: (i) executed original, provisional, substitute, continuation, divisional, continuation-in-part, reexamined, or reissued applications, amended specification, or rightful declarations or oaths for such application; (ii) communicate to Eli 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 Eli Lilly, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to Eli Lilly or its nominees, in the United States and in all other countries where Eli 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 Eli Lilly and to vest and confirm in Eli 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 hereunto set our hand and seal.

Date: May 20 1999

Inventor: Douglas Kirk Ways
Douglas Kirk Ways

STATE OF INDIANA)
) ss
COUNTY OF MARION)

On this 20th day of May, 1999, before me a Notary Public in and for the County and State aforesaid, personally appeared Douglas Kirk Ways, to me known to be the person of this name, who signed and sealed the foregoing instrument, and acknowledged the same to be their free act and deed.

(SEAL)

Linda S. Earl
Notary Public

My Commission Expires: _____

LINDA S. EARL, Notary Public
My Commission Expires: Aug. 16, 1999
County of Residence: Marion