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RECOF



Form PTO-1592 (modified)

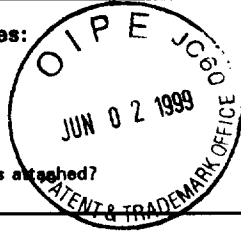
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copies thereof:

1. Name of Conveying Party or Parties:

Douglas Kirk Ways



Additional Names of conveying party or parties attached?

Yes No

2. Name and address of receiving party or parties:

Eli Lilly and Company
Lilly Corporate Center
Indianapolis, Indiana 46285

3. Nature of Conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Additional Name(s) and address(es) attached? Yes No

Execution Date: May 20, 1999

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 Number(s):

09/253,716

Additional Name(s) and address(es) attached? Yes No

B. Patent Number(s):

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

Banner & Witcoff, Ltd.
1001 G Street, N.W., Suite 1100
Washington, D.C. 20001-4597

6. Total Number of Applications and patents involved:

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

- Enclosed
- Authorized to be charged to deposit account*
- Please charge or credit our deposit account for any additional or refunded fees associated with recording this assignment

8. Deposit Account No.:

19-0733 (in the event additional fees are required)

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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

06/03/1999 MTHAI1 00000270 09253716

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40.00 DP

PATENT
REEL: 009990 FRAME: 0400

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 ASTHMA" for which an application for Letters Patent of the United States was filed on February 22, 1999, and accorded U.S. Serial No. 09/253,716; 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