

06-16-1999

IT

Atttny Docket No. X-11446

Please record the attached original

**MSA 6-10-99**  
To the Honorable Commissioner  
documents or copy thereof:



101066734

1. Name of conveying party(ies):

Jill Ann Panetta  
Harlan Edgar Shannon

&amp; address of receiving party(ies):

Name: Eli Lilly and Company

Internal Address: Patent Division/NLL

Street Address: Lilly Corporate Center

City: Indianapolis State: IN Zip: 46285

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

Additional name(s) &amp; address(es) attached?

( ) Yes (X) No

3. Nature of conveyance:

(X) Assignment ( ) Merger  
( ) Security Agreement ( ) Change of Name  
( ) Other

Execution Date:

August 18, 1998

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):

( 09/138,495 )

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 (along with any  
additional fees or the credit of  
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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.

Nelsen L. Lentz

Name of Attorney Signing

Reg. No. 38,537

Signature

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 Shirley M. DumbinDATE June 4, 1999

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

PATENT  
REEL: 010017 FRAME: 0116

# ASSIGNMENT

WHEREAS we, Jill Ann Panetta of the city of Zionsville, county of Boone and Harlan Edgar Shannon of the city of Carmel, county of Hamilton, both of the State of Indiana have made an invention which is the subject of an application for Letters Patent of the United States ("Application") entitled, METHOD FOR TREATING PAIN which has been executed by us on the 18th day of August, 1998; 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, international applications under the Patent Cooperation Treaty ("PCT"), 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 us had this Assignment and sale to Lilly not been made.

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 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.

18th IN WITNESS WHEREOF we have executed this assignment on the day of August, 1998.

Jill Ann Panetta  
Jill Ann Panetta

Harlan Edgar Shannon  
Harlan Edgar Shannon

## UNITED STATES OF AMERICA

STATE OF INDIANA            )  
                                  ) ss:           August 18, 1998  
COUNTY OF MARION         )

Before me, a Notary Public for Marion County, State of Indiana, personally appeared Jill Ann Panetta and Harlan Edgar Shannon and acknowledged the execution of the foregoing instrument this 18th day of August, 1998.

Debra K White  
Notary Public - DEBRA K WHITE  
RESIDENT OF MARION County, IN

My commission expires:

8-6-2006