

06-30-1999

MR06-2899

RECORDATION F
PATENTO. X-11549
ached original

101079882

To the Honorable Commissioner of Patents and Tr
documents or copy thereof:

1. Name of conveying parties:

John M. Schaus
Marlene L. Cohen
Dennis C. ThompsonAdditional name(s) of conveying party(ies)
attached? () Yes (X) No

2. Name & address of conveying party:

Name: Eli Lilly and Company

Internal Address: Patent Division

Street Address: Lilly Corporate Center

City: Indianapolis State: IN Zip: 46285

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

() Yes (X) No

3. Nature of conveyance:

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

Execution Date: October 7, 1997

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):
08/946,495B. 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 462856. Total number of applications and
patents involved: (1)7. Total fee (37 CFR \$3.41) \$40.00 E
(\$40.00 per assignment)() Enclosed
(X) Authorized to be charged to
deposit account

8. Deposit account number: 05-0840

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.Gilbert T. Voy
Name of Agent Signing
Reg. No. 43,972

Signature

June 23, 1999
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
and Trademarks, Washington, D.C. 20231, on the date appearing below.

ELI LILLY AND COMPANY

BY Linda M. Duabin

DATE June 24, 1999

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231(06/29/1999 NTHRI1 00000256 050840 08946495)
01 FC:581 40.00 CHPATENT
REEL: 010053 FRAME: 0795

ASSIGNMENT

WHEREAS we, John M. Schaus, Zionsville, Indiana, Boone County;
Marlene L. Cohen, Carmel, Indiana, Hamilton County; and Dennis C.
Thompson, Indianapolis, Indiana, Marion County have made an invention
which is the subject of an application for Letters Patent of the United
States ("Application") entitled **5-HT₁ AGONISTS AND ANTAGONISTS** which has
been executed by us on the 7 day of October, 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;

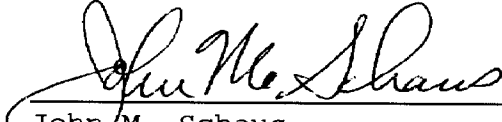
NOW, THEREFORE, in consideration of the sum of one dollar
(\$1.00) and other good and valuable consideration, the receipt of which is
hereby acknowledged, we hereby sell, assign, transfer and set over unto
Eli Lilly and Company, its successors and assigns (collectively "Lilly")
our entire right, title 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,
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 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.

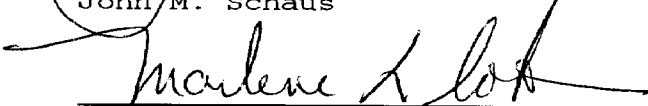
For ourselves and for our heirs, successors and legal
representatives, we further covenant and agree with Lilly that upon request
we and they will, without further consideration than that now paid, but at
the expense of Lilly: (i) execute original, provisional, substitute,
continuation, divisional, continuation-in-part, 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.

IN WITNESS WHEREOF we have executed this assignment on the
7 day of October, 1997.



John M. Schaus



Marlene L. Cohen



Dennis C. Thompson

UNITED STATES OF AMERICA

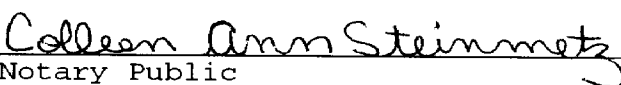
STATE OF INDIANA)

COUNTY OF MARION)

ss:

October 7 1997

Before me, a Notary Public for Johnson County, State of Indiana, personally appeared John M. Schaus, Marlene L. Cohen and Dennis C. Thompson and acknowledged the execution of the foregoing instrument this 7 day of October, 1997.



Notary Public

My commission expires:

Colleen Ann Steinmetz
Johnson County
My Commission Expires
November 30, 1999