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cket No. X-10602

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To the Honorable Commissioner of Patent documents or copy thereof:

1. Name of conveying party(ies): George Joseph Cullinan

f receiving party(ies):

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

Name: Eli Lilly and Company

Internal Address: Patent Division

Street Address: Lilly Corporate Center

City: Indianapolis State: IN Zip: 46285

3. Nature of conveyance:

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

Execution Date: September 11, 1996

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):

08/779,692

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 any overpayment)

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.

William R. Boudreaux Name of Attorney Signing Reg. No. 35,796

Signature

6-25-99 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 Amanda M. Boudreaux

DATE June 28, 1999

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

07/06/1999 INUYEN 00000200 050840 08779692

01 FC:581 40.00 CH

PATENT REEL: 010065 FRAME: 0886

**ASSIGNMENT**

**WHEREAS** I, George Joseph Cullinan have made an invention which is the subject of an application for Letters Patent of the United States ("Application") entitled METHODS OF INCREASING SPHINCTER COMPETENCE which has been executed by me on the 11th day of September, 1996; 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.

I hereby grant power of attorney to Lilly for the purpose of taking any actions (including, abandonment) and making any payments with respect to the Application for patent applications filed under the Patent Cooperation Treaty and appoint Eli Lilly and Company as COMMON REPRESENTATIVE to represent me before all competent International Authorities in connection with all International applications filed under the Patent Cooperation Treaty by an agent selected at the sole discretion of COMMON REPRESENTATIVE, Lilly, with (i) the United States Patent and Trademark Office acting as PCT receiving office, (ii) the European Patent Office acting as PCT representative, or (iii) the WIPO PCT International Bureau.

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 11th day of September, 1996.

George Joseph Cullinan  
George Joseph Cullinan

UNITED STATES OF AMERICA

STATE OF INDIANA )  
                          ) ss:  
COUNTY OF MARION )

September 11 1996

Before me, a Notary Public for Marion County, State of Indiana, personally appeared George Joseph Cullinan and acknowledged the execution of the foregoing instrument this 11th day of Sept., 1996.

Linda S. Earl  
Notary Public

My commission expires:  
\_\_\_\_\_

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