

08-25-1999



Docket No. X-10645

To the Honorable Commissioner of
documents or copy thereof:

101126607

record the attached original

1. Name of conveying party(ies): c = Robert Frederick Bruns, Jr. f = Robin David Grey Cooper b = Bruce Anthony Dressman b = David Charles Hunden c = Stephen Warren Kaldor d = Gary Allen Koppel a = John Robert Rizzo e = Jeffrey James Skelton b = Mitchell Irvin Steinberg	2. Name & address of receiving party(ies): Name: Eli Lilly and Company Internal Address: Patent Division Street Address: Lilly Corporate Center City: Indianapolis State: IN Zip: 46285
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Additional name(s) of conveying party(ies)
attached? () Yes (x) No
3. Nature of conveyance: 8-19-99
(X) Assignment () Merger
() Security Agreement () Change of Name
() Other
Execution Date: **a** = 4/20/99; **b** = 4/21/99;
c = 4/26/99; **d** = 6/11/99; **e** = 7/14/99
f = 8/5/99

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):
09/125,737

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
any overpayment)**8. Deposit account number: 05-0840**

08/23/1999 DC04TES 00000128 050840 09125737

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40.00 CH

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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.

Robert D. Titus

Name of Attorney Signing

Reg. No. 40,206

Signature

Date

8/12/99

Total number of pages including cover sheet, attachments and document: (6)**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.

BY

ELI LILLY AND COMPANY

DATE

August 16, 1999

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231PATENT
REEL: 010179 FRAME: 0101

ASSIGNMENT

WHEREAS we, Robert Frederick Bruns, Jr., Carmel, Indiana, Hamilton County, Robin David Grey Cooper, Indianapolis, Indiana, Marion County, Bruce Anthony Dressman, Indianapolis, Indiana, Marion County, David Charles Hunden, Carmel, Indiana, Hamilton County, Steven Warren Kaldor, Indianapolis, Indiana, Marion County, Gary Allen Koppel, Indianapolis, Indiana, Marion County, John Robert Rizzo, Indianapolis, Indiana, Marion County, Jeffrey James Skelton, Indianapolis, Indiana, Marion County and Mitchell Irvin Steinberg, Indianapolis, Indiana, Marion County have made an invention which is the subject of an application for Letters Patent of the United States ("Application") entitled NON-PEPTIDYL VASOPRESSIN V_{1a} ANTAGONISTS which has been executed by us on the 20 day of April, 1999, and on the 21 day of April, 1999, and on the 26 day of April, 1999; and on the 11 day of June, 1999; and on the 14 day of July, 1999; and on the 5th day of August, 1999;

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

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 date indicated below.

4/26/99
Date

8/5/99
Date

4-21-99
Date

4/21/99
Date

7/14/99
Date

9/1/99
Date

4/20/99
Date

7/14/99
Date

4/21/99
Date

Robert Frederick Bruns, Jr.
Robert Frederick Bruns, Jr.

Robin David Grey Cooper
Robin David Grey Cooper

Bruce Anthony Dressman
Bruce Anthony Dressman

David Charles Hunden
David Charles Hunden

Stephen Warren Kaldor
Stephen Warren Kaldor

Gary Allen Koppel
Gary Allen Koppel

John Robert Rizzo
John Robert Rizzo

Jeffrey James Skelton
Jeffrey James Skelton

Mitchell Irvin Steinberg
Mitchell Irvin Steinberg

UNITED STATES OF AMERICA

STATE OF Indiana)
COUNTY OF Marion) ss: April 20, 1999 1999

Before me, a Notary Public for Marion County, State of Indiana,
personally appeared John Robert Rizzo
and
and acknowledged the execution of the foregoing instrument this 20th
day of April, 1999.

Susan A. Ry
Notary Public

My commission expires:

7-10-00

UNITED STATES OF AMERICA

STATE OF Indiana)
COUNTY OF Marion) ss: April 21 1999

Before me, a Notary Public for Marion County, State of Indiana,
personally appeared Bruce Anthony Bressman, David Charles Hunder
and Mitchell Edwin Steadbert
and acknowledged the execution of the foregoing instrument this 21
day of April, 1999.

Susan A. Ry
Notary Public

My commission expires:

7-10-00

UNITED STATES OF AMERICA

STATE OF Indiana)
COUNTY OF Marion) ss: April 26 1999

Before me, a Notary Public for Marion County, State of Indiana,
personally appeared Robert Frederick Bruns, Jr.
and Stephen Warren Kaldor
and acknowledged the execution of the foregoing instrument this 26
day of April, 1999.

Susan A. Ry
Notary Public

My commission expires:

7-10-00

UNITED STATES OF AMERICA

STATE OF Indiana)
COUNTY OF Marion) ss:

June 11 1999

Before me, a Notary Public for Marion County, State of Indiana,
personally appeared Gary Allen Kappel
and
and acknowledged the execution of the foregoing instrument this 11
day of June, 1999.

Ellen A. Clary
Notary Public

ELLEN A. CLARY
NOTARY PUBLIC STATE OF INDIANA
MARION COUNTY
MY COMMISSION EXP NOV 23, 2000

My commission expires:

11-23-00

UNITED STATES OF AMERICA

STATE OF Minnesota)
COUNTY OF Hennepin) ss:

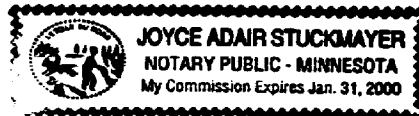
July 14 1999

Before me, a Notary Public for Hennepin County, State of Minnesota,
personally appeared Jeffrey J. Skelton
and
and acknowledged the execution of the foregoing instrument this 14th
day of July, 1999.

Joyce Adair Stuckmayer
Notary Public

My commission expires:

1/31/00



UNITED STATES OF AMERICA

STATE OF

IN


COUNTY OF

Marion

SS:

Aug 5th 1999

Before me, a Notary Public for Marion County, State of IN,
personally appeared Robin D. Couper
and
and acknowledged the execution of the foregoing instrument this 5th
day of Aug, 1999.


Notary Public

My commission expires:

VERA M. WILLIAMS, Notary Public
My Commission Expires: March 24, 2001
County of Residence: Marion