

01-11-2000



NED 12-17-99

Attny Docket No. X-10675

To the Honorable Commissioned  
documents or copy thereof:

101242017

Use record the attached original

## 1. Name of conveying party(ies):

A Michael Rosario DeFelippis  
B Michael Allen Dobbins  
B Bruce Hill Frank  
B Shun Li  
B Dawn Marie Rebhun

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

## 2. Name &amp; address of receiving party(ies):

Name: Eli Lilly and Company

Internal Address: Patent Division

Street Address: Lilly Corporate Center

City: Indianapolis

State: Indiana Zip: 46285

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: A August 20, 1998 and  
B September 1, 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): 09/096,247

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

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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.

Mark J. Stewart  
Name of Attorney Signing  
Reg. No. 43,936

*Mark J. Stewart*  
Signature

*December 13, 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  
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BY

*Cheryl J. Eyed*

ELI LILLY AND COMPANY

DATE 12-14-99

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments

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PATENT  
REEL: 010475 FRAME: 0357

**ASSIGNMENT**

**WHEREAS** we, Michael Rosario DeFelippis, from the City of Indianapolis, County of Marion, and State of Indiana, Michael Allen Dobbins, from the City of Lebanon, County of Boone, and State of Indiana, Bruce Hill Frank, Shun Li and Dawn Marie Rebhun, all from the City of Indianapolis, County of Marion, and State of Indiana, have made an invention which is the subject of an application for Letters Patent of the United States ("Application") entitled STABLE INSULIN FORMULATIONS which has been executed by us on the 20<sup>th</sup> day of August, 1998 and the 1<sup>st</sup> day of September, 1998, respectively; 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.

20<sup>th</sup> day of August, 1998. IN WITNESS WHEREOF we have executed this assignment on the

Michael Rosario DeFelippis  
Michael Rosario DeFelippis

## UNITED STATES OF AMERICA

STATE OF INDIANA )

COUNTY OF MARION )

ss:

August 20, 1998

Before me, a Notary Public for Marion County, State of Indiana, personally appeared Michael Rosario DeFelippis and acknowledged the execution of the foregoing instrument this 20<sup>th</sup> day of August, 1998.

Cynthia A. Craft  
Notary Public

My commission expires:  
CYNTHIA A. CRAFT  
Resident of Marion County  
~~My Commission Expires~~  
October 20, 2001

1<sup>st</sup> day of September, 1998. IN WITNESS WHEREOF we have executed this assignment on the

Michael Allen Dobbins  
Michael Allen Dobbins

Bruce Hill Frank  
Bruce Hill Frank

Shun Li  
Shun Li

Dawn Marie Rebhun  
Dawn Marie Rebhun

## UNITED STATES OF AMERICA

STATE OF INDIANA )

COUNTY OF MARION )

ss:

September 1, 1998

Before me, a Notary Public for Johnson County, State of Indiana, personally appeared Michael Allen Dobbins, Bruce Hill Frank, Shun Li and Dawn Marie Rebhun and acknowledged the execution of the foregoing instrument this 1<sup>st</sup> day of September, 1998.

Carol Lee Ennis  
Notary Public

My commission expires:

CAROL LEE ENNIS  
NOTARY PUBLIC, JOHNSON COUNTY  
MY COMMISSION EXPIRES SEPTEMBER 25, 2001