
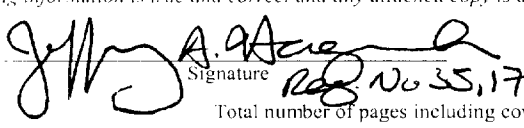
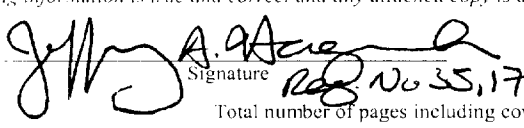
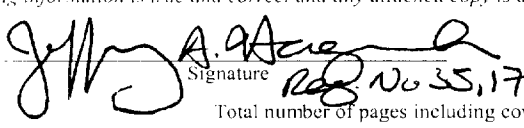


MR 012-30-99

FORM PTO-1595 (Rev. 6-93)	01-28-2000  101250727	U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office EET Attorney's Docket No. 002010-346			
To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Richard C. Thompson; Stephen Wilkie; Douglas R. Stack; Eldon E. Vanmeter; Qing Shi; Thomas C. Britton, James E. Audia, Jon K. Reel; Thomas E. Mabry; Bruce A. Dressman; Cynthia L. Cwi; Steven S. Henry; Stacey L. McDaniel; Russell D. Stucky; Warren J. Porter Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name Other: _____ Execution Date: <u>November 18, 1999; November 19, 1999;</u> <u>and November 22, 1999</u>	2. Name and address of receiving parties: Name: <u>Elan Pharmaceuticals, Inc.</u> Address: <u>800 Gateway Blvd.</u> <u>South San Francisco, California 94080</u> Additional name(s) & address(es) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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: _____ <table style="width: 100%;"> <tr> <td style="width: 50%;"> A. Patent Application No.(s) 09/338,191 </td> <td style="width: 50%;"> B. Patent No.(s) </td> </tr> </table> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			A. Patent Application No.(s) 09/338,191	B. Patent No.(s)	
A. Patent Application No.(s) 09/338,191	B. Patent No.(s)				
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Gerald F. Swiss, Esq.</u> Address: <u>BURNS, DOANE, SWECKER & MATHIS, L.L.P.</u> <u>P.O. Box 1404</u> <u>Alexandria, Virginia 22313-1404</u>	6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 3.41): <u>\$ 40.00</u> <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account, if necessary 8. Deposit account number: <u>02-4800</u>				
DO NOT USE THIS SPACE					
9. Statement and signature. <i>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</i> <table style="width: 100%;"> <tr> <td style="width: 30%;"> <u>Jeffrey A. Hagenah</u> Name of Person Signing </td> <td style="width: 40%; text-align: center;">  Signature </td> <td style="width: 30%; text-align: right;"> <u>December 29, 1999</u> Date </td> </tr> </table> Total number of pages including cover sheet, attachments, and document: <u>5</u>			<u>Jeffrey A. Hagenah</u> Name of Person Signing	 Signature	<u>December 29, 1999</u> Date
<u>Jeffrey A. Hagenah</u> Name of Person Signing	 Signature	<u>December 29, 1999</u> Date			

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

Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

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To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

CONTINUED

2. Name and address of receiving parties:

Name: Eli Lilly & Company

Address: Lilly Corporate Center

Indianapolis, Indiana 46285

ASSIGNMENT

(JOINT)

THIS ASSIGNMENT, by RICHARD C. THOMPSON, STEPHEN WILKIE, DOUGLAS R. STACK, ELDON E. VANMETER, QING SHI, THOMAS C. BRITTON, JAMES E. AUDIA, JON K. REEL, THOMAS E. MABRY, BRUCE A. DRESSMAN, CYNTHIA L. CUI, STEVEN S. HENRY, STACEY L. MCDANIEL, RUSSEL D. STUCKY, and WARREN J. PORTER, residing at 736 NORTH COUNTY ROAD, 900 WEST, FRANKFORT, INDIANA 46041; 8229 QUETICO DR., INDIANAPOLIS, INDIANA 46268; 9755 OVERCREST DR., FISHERS, INDIANA 46038; 5153 HECKMAN WAY, GREENWOOD, INDIANA 46142; 13138 PENNEAGLE DRIVE, CARMEL, INDIANA 46033; 4700 ROYAL OAK LANE, CARMEL, INDIANA 46033; 6449 LAKESIDE WOODS CIRCLE, INDIANAPOLIS, INDIANA 46278; 14701 ALSONG COURT, CARMEL, INDIANA 46032; 8104 HI-VU DRIVE, INDIANAPOLIS, INDIANA 46227; 1430 N. NEW JERSEY, INDIANAPOLIS, INDIANA 46202; 8918 CARRIAGE LANE, INDIANAPOLIS, INDIANA 46256; 3362 SOUTH SOUTHWAY DRIVE, NEW PALESTINE, INDIANA 46163; 5866 VOLUNTEER LANE, MARTINSVILLE, INDIANA 46151; 6045 BARTH AVENUE, INDIANAPOLIS, INDIANA 46227 and 8037 LIEBER ROAD, INDIANAPOLIS, INDIANA 46260 (hereinafter referred to as "the Assignors"), respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in CYCLOALKYL, LACTAM, LACTONE AND RELATED COMPOUNDS, PHARMACEUTICAL COMPOSITIONS COMPRISING SAME, AND METHODS FOR INHIBITING B-AMYLOID PEPTIDE RELEASE AND OR ITS SYNTHESIS BY USE OF SUCH COMPOUNDS set forth in an application for Letters Patent of the United States,

- (1) ☐ which is a provisional application to be filed herewith; or
- (2) ☒ which is a non-provisional application
 - (a) ☐ having an oath or declaration executed on even date herewith prior to filing of application;
 - (b) ☒ bearing Application No. 09/338,191, and filed on JUNE 22, 1999; or
 - (c) ☐ to be filed; and

WHEREAS, ELAN PHARMACEUTICALS, INC., a corporation duly organized under and pursuant to the laws of DELAWARE and having its principal place of business at 800 GATEWAY BOULEVARD, SOUTH SAN FRANCISCO, CALIFORNIA 94080 and Eli Lilly & Company, a corporation duly organized under and pursuant to the laws of Indiana and having its principal place of business at Lilly Corporate Center, Indianapolis, Indiana 46285 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignors had this sale and assignment not been made;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignors hereby authorize and request the attorneys of BURNS, DOANE, SWECKER & MATHIS, L.L.P. of Alexandria, Virginia to insert in the spaces provided above the filing date, application number, and attorney docket number of said application when known.

AND the Assignors hereby request the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date <u>11/12/99</u>	Signature of Assignor	<u>Richard C. Thompson</u> Richard C. Thompson
Date <u>11/22/99</u>	Signature of Assignor	<u>Stephen Wilkie</u> Stephen Wilkie
Date <u>11/15/99</u>	Signature of Assignor	<u>Douglas R. Stack</u> Douglas R. Stack
Date <u>11-19-99</u>	Signature of Assignor	<u>Eldon E. Van Meter</u> Eldon E. Vanmeter
Date <u>11-18-99</u>	Signature of Assignor	<u>Qing Shi</u> Qing Shi
Date <u>11-18-99</u>	Signature of Assignor	<u>Thomas C. Britton</u> Thomas C. Britton
Date <u>11-18-99</u>	Signature of Assignor	<u>James E. Audia</u> James E. Audia
Date <u>11-18-99</u>	Signature of Assignor	<u>Jon K. Reel</u> Jon K. Reel

Date 11/18/99 Signature of Assignor Thomas E. Mabry
Thomas E. Mabry

Date 11/18/99 Signature of Assignor Bruce A. Dressman
Bruce A. Dressman

Date 11-18-99 Signature of Assignor Cynthia L. Cwi
Cynthia L. Cwi

Date 11/18/99 Signature of Assignor Steven S. Henry
Steven S. Henry

Date 11/18/99 Signature of Assignor Stacey L. McDaniel
Stacey L. McDaniel

Date 11-18-99 Signature of Assignor Russell D. Stucky
Russell D. Stucky

Date 11/18/99 Signature of Assignor Warren J. Porter
Warren J. Porter