

04-18-2000

RECORD  
P.



101323931

10361.06390

Form PTO-1592 (modified)

*M 10 3.22.00*

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copies thereof:

**1. Name of Conveying Party or Parties:**

- (1) Michael Robert Jirousek
- (2) Lawrence Edward Stramm
- (3) Douglas Kirk Ways

Additional Names of conveying party or parties attached?  
 Yes  No

**2. Name and address of receiving party or parties:**

Eli Lilly and Company  
Lilly Corporate Center  
Indianapolis, Indiana 46285

Additional Name(s) and address(es) attached?  Yes  No

**3. Nature of Conveyance:**

- Assignment  Merger
- Security Agreement  Change of Name

Other Correction of Assignment previously recorded on Reel  
010413, Frame 0135

Execution Dates: (1) November 3, 1997; (2) November 13, 1997;  
(3) November 14, 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 Number(s):**

08/841,738

Additional Name(s) and address(es) attached?  Yes  No

**B. Patent Number(s):**

**5. Name and address of party to whom correspondence concerning the document should be mailed:**

Lisa M. Hemmendinger  
BANNER & WITCOFF, LTD.  
1001 G Street, N.W. - Eleventh Floor  
Washington, D.C. 20001-4597

**6. Total Number of Applications and patents involved: 1**

**7. Total fee (37 CFR 3.41) ..... \$ 40.00**

- Enclosed
- Authorized to be charged to deposit account
- Please charge or credit our deposit account for any additional or refunded fees associated with recording this assignment

**8. Deposit Account No.:**

19-0733 (in the event additional fees are required)

(Duplicate copy of this page attached if paying by deposit account)

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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.*

Lisa M. Hemmendinger, Reg. No. 42,653  
Name of Person Signing

*Lisa M. Hemmendinger*  
Signature

*3-21-00*  
Date

04/18/2000 DNGUYEN 00000041 08841738

01 RC:581 40.00 OP

Total Number of Pages including Cover Sheet: 4

**ASSIGNMENT**

**WHEREAS** we, MICHAEL ROBERT JIROUSEK, LAWRENCE EDWARD STRAMM and DOUGLAS KIRK WAYS, have made an invention which is the subject of an application for Letters Patent of the United States ("Application") entitled "USE OF PROTEIN KINASE C INHIBITORS TO ENHANCE THE CLINICAL EFFICACY OF ONCOLYTIC AGENTS AND RADIATION THERAPY," which has been executed by us on the 3<sup>rd</sup> day of November, 1997; and on the 13<sup>th</sup> day of November, 1997; and on the 14 day of November, 1997.

**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



14 IN WITNESS WHEREOF I have executed this assignment on the day of November, 1997.

Douglas Kirk Ways  
DOUGLAS KIRK WAYS

UNITED STATES OF AMERICA

STATE OF INDIANA )  
  ) ss:                                     November 14, 1997  
COUNTY OF MARION )

Before me, a Notary Public for Marion County, State of Indiana, personally appeared DOUGLAS KIRK WAYS and acknowledged the execution of the foregoing instrument this 14 day of November, 1997.

Lama Ann Cleary  
Notary Public

My commission expires:

May 12, 2002

RECEIVED



JMS/LMH

UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

MARCH 01, 2000 BANNER & WITCOFF LTD.  
PTAS

BANNER & WITCOFF, LTD.  
LISA M. HEMMENDINGER  
1001 G STREET, N.W., SUITE 1100  
WASHINGTON, D.C. 20001-4597



\*101216199A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 11/22/1999

REEL/FRAME: 010413/0135  
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:  
JIROUSEK, MICHAEL ROBERT

DOC DATE: 11/03/1997

ASSIGNOR:  
STRAMM, LAWRENCE EDWARD

DOC DATE: 11/17/1997

ASSIGNOR:  
WAYS, DOUGLAS KIRK

DOC DATE: 11/14/1997

ASSIGNEE:  
ELI LILLY AND COMPANY  
LILLY CORPORATE CENTER  
INDIANAPOLIS, INDIANA 46285

SERIAL NUMBER: 09841738  
PATENT NUMBER:

FILING DATE:  
ISSUE DATE:

10361.06390 CRB/loc  
**DOCKETED**  
MAR 09 2000  
Recorded Assign.  
Rec'd.

PATENT  
REEL: 010694 FRAME: 0109

KIMBERLY WHITE, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

12-07-1999

MND  
11/22/99



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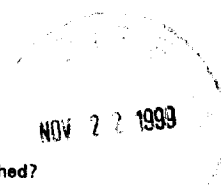
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Lawrence Edward Stramm  
Douglas Kirk Ways



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Lisa M. Hemmendinger, Reg. No. 42,653  
Name of Person Signing

*Lisa M. Hemmendinger*  
Signature

November 22, 1999  
Date

Total Number of Pages comprising Cover Sheet: 4

12/07/1999 TTON11 0000066 09841738

01 FC:581

40.00 DP

PATENT  
REEL: 010694 FRAME: 0111

**ASSIGNMENT**

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**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.

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Douglas Kirk Ways  
DOUGLAS KIRK WAYS

UNITED STATES OF AMERICA

STATE OF INDIANA )  
COUNTY OF MARION )

ss:

November 14, 1997

Before me, a Notary Public for Marion County, State of Indiana, personally appeared DOUGLAS KIRK WAYS and acknowledged the execution of the foregoing instrument this 14 day of November, 1997.

Janna Ann Cleary  
Notary Public

My commission expires:

9 May 12, 2002