RECORI



4.77.00 P	<u> </u>	et No. X-10923
To the Honorable Commissioner of Patents and documents or copy thereof:	101352005	attached original
1. Name of conveying party(ies):	2. Name & address of	receiving party(ies):
Neil Clayton Bodick Franklin Port Arymastat (C: 12 Harlan Edgar Shannon	Name: Eli Lilly and C	ompany
OPR/FINANCE Additional name(s) of conveying party(ies)	Internal Address: Pat	ent Division
Additional name(s) of conveying party(ies)		
attached? () Yes (X) No	Street Address: Lilly	Corporate Center
	City: Indianapolis S	tate: IN Zip: 46285
3. Nature of conveyance:	Additional name(s) & a	ddress(es) attached?
(X) Assignment () Merger () Security Agreement () Change of Name () Other	() Yes (X) No	
Execution Date: December 14, 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): 09/202,518 B. Patent No.(s):		
Additional Numbers attached () Yes (X) No		
5. Name and address of party to whom	6. Total number of ap	plications and
correspondence concerning documents patents involved: (1) should be mailed:		
	7. Total fee (37 CFR	§3.41) \$40.00
Cheryl Eyed	(\$40.00 per assign	ment)
Eli Lilly and Company Lilly Corporate Center	() Enclosed	
Indianapolis, IN 46285	(X) Authorized to	be charged to
* · · ·		nt (along with any
	II	es or the credit of
	any overpayme.	nt)
	8. Deposit account nu	mber: 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 copylis a true $q_{ m OBY}$ of the original document.		
David M. Stemerick Municipal 4/10/00		
David M. Stemerick Name of Attorney Signing Signature Date		
Reg. No. 40,187		
Total number of pages including cover she	et, attachments and doc	ument: (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 A A A A A A A A A A A A A A A A A A A		
BY TALL VALUE DATE CANAL IN SOCIETY		
Mail documents to be recorded with required cover sheet information to:		

Commissioner of Patents & Trademarks, Box Assignments

05/10/2000 DWGUYEN 00000202 050840 09202518 Washington, D.C. 20231

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PATENT REEL: 010763 FRAME: 0105

ASSIGNMENT

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 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.

PATENT REEL: 010763 FRAME: 0106

IN WITNESS WHEREOF we have executed this assignment on the day of December, 1968. Clayton Bodick Harlan Edgar Shannon UNITED STATES OF AMERICA STATE OF INDIANA 14 Decrater 1998 ss: COUNTY OF //MIDN Before me, a Notary Public for MinSin County, State of Indiana, personally appeared Neil Clayton Bodick, Franklin Porter Bymaster and Harlan Edgar Shannon and acknowledged the execution of the foregoing instrument this 4 day of December, 1948.

My commission expires:

RECORDED: 04/17/2000

lict. 21, 2000

FARADELD, LA LEFERSON DOUNTY

PATENT REEL: 010763 FRAME: 0107