

05-17-2000

4/24/00



Attny Docket No. X-11369

To the Honorable Commissioner
documents or copy thereof:

101359651

re record the attached original

1. Name of conveying party(ies): Ruth Maria Kramer Richard Todd Pickard John David Sharp Beth Ann Strifler Additional name(s) of conveying party(ies) attached? () Yes (X) No	2. Name & address of receiving party(ies): Name: Eli Lilly and Company Patent Division Lilly Corporate Center City: Indianapolis State: IN Zip: 46285
3. Nature of conveyance: (X) Assignment () Merger () Security Agreement () Change of Name () Other Execution Date: <u>June 11, 1998</u> John David Sharp Execution Date: <u>June 25, 1998</u> Ruth Maria Kramer Richard Todd Pickard Beth Ann Strifler	Additional name(s) & address(es) attached? () Yes (X) No <div style="text-align: center;"> APR 24 PM 12:51 OPR/FINANCE </div>
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): 09/045,185 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. <div style="display: flex; justify-content: space-between;"> <div> <u>Alexander Wilson</u> Name of Attorney Signing Reg. No. P-45,782 </div> <div> Signature </div> <div> <u>04/11/00</u> Date </div> </div>	
Total number of pages including cover sheet, attachments and document: (3) <div style="text-align: center;"> 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. <div style="display: flex; justify-content: space-between;"> <div> BY <u>Cheryl G. Eyed</u> ELI LILLY AND COMPANY </div> <div> DATE <u>4-21-00</u> </div> </div> </div>	

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

PATENT
 REEL: 010784 FRAME: 0136

ASSIGNMENT

WHEREAS we, Ruth Maria Kramer, Indianapolis, Indiana, Marion County, Richard Todd Pickard, Noblesville, Indiana, Hamilton County, John David Sharp, Arlington Massachusetts, Middlesex County, and Beth Ann Strifler, Brownsburg, Indiana, Hendricks County have made an invention which is the subject of an application for Letters Patent of the United States ("Application") entitled HUMAN PHOSPHOLIPASE A₂ AND RELATED NUCLEIC ACID COMPOUNDS which has been executed by us on the 11 day of June, 1978 and the 25 day of June, 1978, 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.

11th day of June, 1998, and 25 day of June, 1998, respectively.

Ruth Maria Kramer
Ruth Maria Kramer

Richard Todd Pickard
Richard Todd Pickard

John D. Sharp
John David Sharp

Beth Ann Strifler
Beth Ann Strifler

UNITED STATES OF AMERICA

STATE OF INDIANA)
COUNTY OF Marion) ss:

June 25, 1998

Before me, a Notary Public for Marion County, State of Indiana, personally appeared Ruth Ann Kramer, Richard Todd Pickard and Beth Ann Strifler and acknowledged the execution of the foregoing instrument this 25 day of June, 1998

Susan A Ryan
Notary Public

My commission expires:

SUSAN A RYAN
NOTARY PUBLIC STATE OF INDIANA
MARION COUNTY
MY COMMISSION EXPIRES JULY 10, 2000

7-10-00

UNITED STATES OF AMERICA

STATE OF Massachusetts)
COUNTY OF Middlesex) ss:

11 June, 1998

Before me, a Notary Public for Middlesex County, State of Massachusetts, personally appeared John David Sharp and acknowledged the execution of the foregoing instrument this 11th day of June, 1998

Christine Schultze
Notary Public

My commission expires:

Jan. 4, 2002