

10-17-2000

9-14-00

REC



cket No. X-10823

is attached original

To the Honorable Commissioner of Patents documents or copy thereof:

101488980

1. Name of conveying party(ies):

b. Franklin P. Bymaster  
 a. Kenneth W. Perry  
 b. Gary D. Tollefson

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

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

Name: Eli Lilly and Company  
 Internal Address: Patent Division  
 Street Address: Lilly Corporate Center  
 City: Indianapolis State: IN Zip: 46285

3. Nature of conveyance:

(X) Assignment ( ) Merger  
 ( ) Security Agreement ( ) Change of Name  
 ( ) Other

Execution Date: a. September 19, 1997  
 b. September 23, 1997

Additional name(s) & address(es) attached?  
 ( ) Yes (X) 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: \_\_\_\_\_

A. Patent Application No.(s): 08/935,872  
 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

10/16/2000 DBYRNE 00000188 050840 08935872  
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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.

Robert D. Titus  
 Name of Attorney Signing  
 Reg. No. 40,206

*Robert D. Titus*  
 Signature

06 Sept 2000  
 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 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 *Cheryl J. Eyed* DATE 9-8-00

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

**ASSIGNMENT**

**WHEREAS** we, Franklin P. Bymaster, Brownsburg, Indiana, Hendricks County, Gary D. Tollefson, Indianapolis, Indiana, Marion County, and Kenneth W. Perry, Indianapolis, Indiana, Marion County have made an invention which is the subject of an application for Letters Patent of the United States ("Application") entitled COMBINATION THERAPY FOR TREATMENT OF PSYCHOSES which has been executed by us on the 11 day of September, 1997; and 23 day of September, 1997; 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, 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.

IN WITNESS WHEREOF we have executed this assignment on the 19 day of September 1997, and 23 day of September, 1997.

Franklin P. Bymaster  
Franklin P. Bymaster

Kenneth W. Perry  
Kenneth W. Perry

Gary D. Tollefson  
Gary D. Tollefson

UNITED STATES OF AMERICA

STATE OF INDIANA )  
                          ) ss:  
COUNTY OF MARION )

September 19 1997

Before me, a Notary Public for Johnson County, State of Indiana, personally appeared Kenneth W. Perry and acknowledged the execution of the foregoing instrument this 19 day of September-1997.

Colleen Ann Steinmetz  
Notary Public

My commission expires:

**Colleen Ann Steinmetz**  
~~Johnson County~~  
My Commission Expires  
November 30, 1999

UNITED STATES OF AMERICA

STATE OF INDIANA )  
                          ) ss:  
COUNTY OF MARION )

September 23 1997

Before me, a Notary Public for Johnson County, State of Indiana, personally appeared Franklin P. Bymaster and Gary D. Tollefson and acknowledged the execution of the foregoing instrument this 23 day of September, 1997.

Colleen Ann Steinmetz  
Notary Public

My commission expires:

**Colleen Ann Steinmetz**  
Johnson County  
My Commission Expires  
November 30, 1999