



**ASSIGNMENT**

**WHEREAS** we, Thomas C. Britton, Robert F. Bruns, Jr., Paul L. Ornstein, Hamideh Zarrinmayeh all of the city of Carmel, county of Hamilton, Donald R. Gehlert, Karen L. Lobb, James A. Nixon, Edward C.R. Smith, all of the city of Indianapolis, county of Marion, Philip A. Hipskind of the city of New Palestine, county of Hancock and Dennis M. Zimmerman of the city of <sup>2.0021.114</sup> ~~Mooresville~~ <sup>ALB</sup>, county of <sup>BOSAC</sup> ~~Hendricks~~ <sup>ILW</sup>, all of the state of Indiana, have made an invention which is the subject of an application for Letters Patent of the United States ("Application") entitled

**INDOLYL NEUROPEPTIDE Y RECEPTOR ANTAGONISTS**

which has been executed by us on the 28th day of August, 1996; 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 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.

We hereby grant power of attorney to Lilly for the purpose of taking any actions (including, abandonment) and making any payments with respect to the Application for patent applications filed under the Patent Cooperation Treaty and appoint Eli Lilly and Company as COMMON REPRESENTATIVE to represent us before all competent International Authorities in connection with all International applications filed under the Patent Cooperation Treaty by an agent selected at the sole discretion of COMMON REPRESENTATIVE, Lilly, with (i) the United States Patent and Trademark Office acting as PCT receiving office, (ii) the European Patent Office acting as PCT representative, or (iii) the WIPO PCT International Bureau.

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.

28<sup>th</sup> IN WITNESS WHEREOF we have executed this assignment on the day of August, 1996.

Thomas C. Britton  
Thomas C. Britton

Donald R. Gehlert  
Donald R. Gehlert

Karen L. Lobb  
Karen L. Lobb

Paul L. Ornstein  
Paul L. Ornstein

Hamideh Zarrinmayeh  
Hamideh Zarrinmayeh

Robert F. Bruns, Jr.  
Robert F. Bruns, Jr.

Philip A. Hipskind  
Philip A. Hipskind

James A. Nixon  
James A. Nixon

Edward C.R. Smith  
Edward C.R. Smith

Dennis M. Zimmerman  
Dennis M. Zimmerman

## UNITED STATES OF AMERICA

STATE OF INDIANA )  
COUNTY OF MARION ) ss:

August 28, 1996

Before me, a Notary Public for Marion County, State of Indiana, personally appeared Thomas C. Britton, Robert F. Bruns, Jr., Donald R. Gehlert, Philip A. Hipskind, Karen L. Lobb, James A. Nixon, Paul L. Ornstein, Edward C.R. Smith, Hamideh Zarrinmayeh and Dennis M. Zimmerman and acknowledged the execution of the foregoing instrument this 28<sup>th</sup> day of August, 1996.

Debra K. White  
Notary Public - DEBRA K. WHITE  
RESIDENT OF MARION Co., IN.

My commission expires:

August 6, 1998