

11-21-2000

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tny Docket No. X-11495

record the attached original

101523591

To the Honorable Commissioner of documents or copy thereof:

1. Name of conveying party):
Douglas Kirk Ways

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

2. Name & address of receiving party:

Name: Eli Lilly and Company

Internal Address: Patent Division

Street Address: Lilly Corporate Center

City: Indianapolis State: IN Zip: 46285

Additional name(s) & address(es) attached?

() Yes (X) No

3. Nature of conveyance:

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

Execution Date: November 6, 2000

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):

09/253,718

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.

Paul R. Darkes
Reg. No. 33,862

Signature

Date Nov. 7, 2000

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

DATE 11-8-00

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

ASSIGNMENT

WHEREAS I, Douglas Kirk Ways, residing at 4565 North Park Avenue, of the City of Indianapolis, County of Marion, State of Indiana, have made an invention which is the subject of an application for Letters Patent of the United States ("Application") entitled **THERAPEUTIC TREATMENT FOR RENAL DYSFUNCTION** which has been executed by me on the 06 day of November, 2000; 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 good and valuable consideration, the receipt of which is hereby acknowledged, I hereby sell, assign, transfer and set over unto Eli Lilly and Company, its successors and assigns (collectively "Lilly") my 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 me had this Assignment and sale to Lilly not been made.

For myself and for my heirs, successors and legal representatives, I covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

For myself and for my heirs, successors and legal representatives, I further covenant and agree with Lilly that upon request I 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 me 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 I have executed this assignment on the date indicated below.

Nov 6 2000
Date

Douglas Kirk Ways
Douglas Kirk Ways

UNITED STATES OF AMERICA

STATE OF INDIANA)
COUNTY OF MARION) ss:

November 6 2000

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 6th day of November, 2000.

My commission expires:

Ethel Lee Gaines
Notary Public

ETHEL LEE GAINES
NOTARY PUBLIC STATE OF INDIANA
MARION COUNTY
MY COMMISSION EXP. JULY 27, 2006