

MRD

12-01-2000

11/14/00



Docket No. X-12542

To the Honorable Commissioner of Patents
documents or copy thereof:

101534291

and the attached original

1. Name of conveying party(ies):

- A) Charles Arthur Bunnell
B) Thomas Harry Ferguson
C) Barry Arnold Hendriksen
Manuel Vicente Sanchez-Felix
David Edward Tupper

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

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

Name **Eli Lilly and Company**
Lilly Corporate Center
Patent Division

City: Indianapolis State: IN Zip: 46285

3. Nature of conveyance:

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

Execution Date: A) March 19, 1999
B) March 26, 1999
C) March 11, 1999

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):

09/163,769

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) \$ 120.00
(\$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

DO NOT USE THIS SPACE

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.

Arleen Palenberg
Name of Attorney Signing
Reg. No. 40,422

Arleen Palenberg
Signature

1 Nov 2000
Date

Total number of pages including cover sheet, attachments and document: (8)

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 Gonda M. BuehlerDATE November 9, 2000

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

11/30/2000 DNGUYEN 00000303 050840 09163769 Washington, D.C. 20231

01 FC:581 120.00 CH

PATENT
REEL: 011279 FRAME: 0785

ASSIGNMENT

WHEREAS I, Charles Arthur Bunnell, from the City of Lafayette, County of Tippecanoe, in the State of Indiana have together with Thomas Harry Ferguson, from the City of Greenfield, County of Hancock, in the State of Indiana, Barry Arnold Hendriksen, Guildford, Surrey, United Kingdom, Manuel Vicente Sanchez-Felix, Grayshott, Surrey, United Kingdom, and David Edward Tupper, Reading, Berkshire, United Kingdom, have made an invention which is the subject of an application for Letters Patent of the United States ("Application") entitled 2-METHYL-THIENO-BENZODIAZEPINE FORMULATION which has been executed by me on the 19 day of March, 1999; 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, 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 19
day of March, 1999.

Charles Arthur Bunnell
Charles Arthur Bunnell

UNITED STATES OF AMERICA

STATE OF INDIANA)
) ss: MARCH 19, 1999
COUNTY OF TIPPECANOE)

Before me, a Notary Public for CARROLL County, State of Indiana, personally appeared Charles Arthur Bunnell and acknowledged the execution of the foregoing instrument this 19th day of MARCH, 1999.

Joseph E. Redman
Notary Public
Joseph E. Redman

My commission expires:

09-27-00

ASSIGNMENT

WHEREAS I, Thomas Harry Ferguson, from the City of Greenfield, County of Hancock, in the State of Indiana, have together with Charles Arthur Bunnell, from the City of Lafayette, County of Tippecanoe, in the State of Indiana, Barry Arnold Hendriksen, Guildford, Surrey, United Kingdom, Manuel Vicente Sanchez-Felix, Grayshott, Surrey, United Kingdom and David Edward Tupper, Reading, Berkshire, United Kingdom have made an invention which is the subject of an application for Letters Patent of the United States ("Application") entitled 2-METHYL-THIENO-BENZODIAZEPINE FORMULATION which has been executed by me on the 26th day of March, 1999; 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, 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 26th
day of March, 1999.

Thomas Harry Ferguson
Thomas Harry Ferguson

UNITED STATES OF AMERICA

STATE OF INDIANA)

) ss:

March 26, 1999

COUNTY OF MARION)

Before me, a Notary Public for Marion County, State of Indiana,
personally appeared Thomas Harry Ferguson and acknowledged the execution
of the foregoing instrument this 26th day of March, 1999.

Diedre Arciniega-Holtz
Notary Public

My commission expires:

DIEDRE ARCINIEGA-HOLTZ, Notary Public
My Commission Expires: November 22, 2006
Resident of Marion County, IN

ASSIGNMENT

Whereas we Barry Arnold Hendriksen of 71 Waltham Avenue, Guildford, Surrey GU2 6QE, United Kingdom, and Manuel Vicente Sanchez-Felix of Quintain, 1 Tudor Close, Grayshott, Surrey GU26 6HP, United Kingdom, and David Edward Tupper of 8 Mildenhall Close, Lower Earley, Reading, Berkshire RG6 3AT, United Kingdom, together with Thomas Harry Ferguson and Charles Arthur Bunnell

have co-invented certain improvements in:

2-METHYL-THIENO-BENZODIAZEPINE FORMULATION

and have disclosed the same in an application for Letters Patent of the United States therefore, said application having the serial number 09/163,769 filed on 30th September 1998; and

Whereas ELI LILLY AND COMPANY having a usual place of business at Lilly Corporate Center, Indianapolis, Indiana 46285, United States of America, is desirous of acquiring the entire interest in all inventions disclosed in said application;

Now, therefore, in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations to us paid by ELI LILLY AND COMPANY, the receipt whereof is hereby acknowledged, we do hereby sell, assign, transfer, and set over unto ELI LILLY AND COMPANY, its successors and assigns, the entire right, title and interest in, to and under the said application for Letters Patent of the United States, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all Letters Patent of the United States and of all other countries which may be granted for the said inventions, or any of them.

To have, hold and enjoy the said inventions, the said application, and the said Letters Patent to said ELI LILLY AND COMPANY, its successors and assigns, to its and their own use and behoof to the full end of the term or terms for which the said Letters Patent may be granted, as fully and entirely as the

same would have been held and enjoyed by us had this assignment and sale not been made.

And we do hereby authorize and request the Commissioner of Patents of the United States of issue any Letters Patent which may be granted on the said application, on any continuing or divisional applications, or for the said inventions or any of them, to said ELI LILLY AND COMPANY, its successors and assigns, or assignee of the entire right, title and interest therein and thereto.

And we do hereby, for ourselves and for our legal representatives, covenant and agree with ELI LILLY AND COMPANY, its successors and assigns, that we have granted to others no licence to make, use or sell any of the said inventions, that our right, title and interest in the said inventions has not been encumbered, that we have good right and title to sell and assign the same, and that we will not execute any instrument in conflict herewith.

And we do hereby, for ourselves and for our legal representatives, further covenant and agree with ELI LILLY AND COMPANY, its successors and assigns, that upon request we will, and we shall, execute continuing, divisional, or reissue applications, amended specifications, or rightful oaths; communicate to ELI LILLY AND COMPANY, its successors and assigns, any facts known to us relating to the said inventions or the history thereof; execute preliminary statements and testify in any interference proceedings; execute and deliver any applications papers, assignments, or other instruments, and do all other acts which, in the opinion of counsel for ELI LILLY AND COMPANY, may be necessary or desirable to secure the grant of Letters Patent to ELI LILLY AND COMPANY, its successors and assigns, or its nominees, in the United States and in all other countries where ELI LILLY AND COMPANY may desire to have the said inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for ELI LILLY AND COMPANY, and to vest and confirm in ELI LILLY AND COMPANY, its successors and assigns, or its nominees, the full and complete legal and equitable title to all such Letters Patent, without further consideration than now paid but at the expense of ELI LILLY AND COMPANY, its successors or assigns.

In witness whereof we have hereunto set our hands and seals this 11th day
of March, 1999

Barry Arnold Hendriksen

Barry Arnold Hendriksen

Manuel Vicente Sanchez-Felix

Manuel Vicente Sanchez-Felix

David Edward Tupper

David Edward Tupper

THEN BEFORE ME personally appeared the above-named Barry Arnold Hendriksen and
Manuel Vicente Sanchez-Felix and David Edward Tupper

to me personally known, and by me known to be the persons described in and who
each executed the foregoing instrument and acknowledged the same to be his
free act and deed respectively.

QUOD ATTESTOR

[Signature]
11.5.99

