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Y Attny Docket No. X-11921  
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To the Honorable Commi  
documents or copy ther

1. Name of conveyin

- (1) Fatima Emtsel Yakubu-Madus
- (2) Lawrence Edward Stramm
- (3) William Terry Johnson
- (4) Louis Vignati

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

3. Nature of conveyance:

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

Execution Date: (1) April 24, 2001,  
(2 & 3) April 13, 2001, (4) April 18, 2001

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: April 24, 2001

A. Patent Application No.(s):

B. Patent No.(s):

Additional Numbers attached ( ) Yes ( ) No

5. Name and address of party to whom  
correspondence concerning documents  
should be mailed:

Kimberly S. Rhoades  
Eli Lilly and Company  
Lilly Corporate Center  
Indianapolis, IN 46285

6. Total number of applications and  
patents involved: ( )

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

04/30/2001 LLANDRA 00000005 050840 09830323

DO NOT USE THIS SPACE

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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.

Mark J. Stewart  
Name of Attorney Signing  
Reg. No. 43,936

*Mark J. Stewart*  
Signature

Apr. 23, 2001  
Date

Total number of pages including cover sheet, attachments and document: (4)

"Express Mail" mailing label number EL559725913US

Date of Deposit April 24, 2001

I hereby certify that this paper or fee is being deposited with the United States Postal Service  
"Express Mail Post Office to Addressee" service under 37 C.F.R. 1.10 on the date indicated above  
and is addressed to the Assistant Commissioner for Patents, Washington, D.C. 20231.

*Guera Thomas*  
Printed Name

*Guera Thomas*  
Signature

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

**ASSIGNMENT**

**WHEREAS** We, Fatima Emtsel Yakubu-Madus, Lawrence Edward Stramm, William Terry Johnson, Louis Vignati, all of the County of Marion, City of Indianapolis, State of Indiana have made an invention which is the subject of a Patent Cooperation Treaty ("PCT") application of the United States ("Application") entitled "SYNERGISTIC USE OF THIAZOLIDINEDIONES WITH GLUCAGON-LIKE PEPTIDE-1 AND AGONISTS THEREOF TO TREAT METABOLIC INSTABILITY ASSOCIATED WITH NON-INSULIN DEPENDENT DIABETES", PCT/US00/15548, filed 06 June 2000 ("Application"); 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 date indicated below.

4/24/01  
Date

[Signature]  
Fatima Emitsel Yakubu Madus

4/13/01  
Date

[Signature]  
Lawrence Edward Stramm

4-13-01  
Date

[Signature]  
William Terry Johnson

4/18/01  
Date

[Signature]  
Louis Vignati

UNITED STATES OF AMERICA

STATE OF INDIANA )  
COUNTY OF MARION )

ss: April 24 2001

Before me, a Notary Public for Johnson County, State of Indiana, personally appeared Fatima Emitsel Yakubu Madus, and acknowledged the execution of the foregoing instrument this 24th day of April, 2001.



[Signature]  
Notary Public

My commission expires:  
**Kimberly S. Rhoades**  
**Resident of Johnson County**  
**My Commission Expires:**  
**May 15, 2007**

UNITED STATES OF AMERICA

STATE OF INDIANA )  
COUNTY OF MARION )

ss: April 13 2001

Before me, a Notary Public for Johnson County, State of Indiana, personally appeared Lawrence Edward Stramm, and acknowledged the execution of the foregoing instrument this 13th day of April, 2001.



[Signature]  
Notary Public

My commission expires:  
**Kimberly S. Rhoades**  
**Resident of Johnson County**  
**My Commission Expires:**  
**May 15, 2007**

UNITED STATES OF AMERICA

STATE OF INDIANA )  
COUNTY OF MARION )

ss:

April 13 2001

Before me, a Notary Public for Johnson County, State of Indiana, personally appeared William Terry Johnson, and acknowledged the execution of the foregoing instrument this 13<sup>th</sup> day of April, 2001.



Kimberly S Rhoades  
Notary Public

My commission expires:

**Kimberly S. Rhoades**  
**Resident of Johnson County**  
**My Commission Expires:**  
**May 15, 2007**

UNITED STATES OF AMERICA

STATE OF INDIANA )  
COUNTY OF MARION )

ss:

April 18 2001

Before me, a Notary Public for Johnson County, State of Indiana, personally appeared Louis Vignati, and acknowledged the execution of the foregoing instrument this 18<sup>th</sup> day of April, 2001.



Kimberly S Rhoades  
Notary Public

My commission expires:

**Kimberly S. Rhoades**  
**Resident of Johnson County**  
**My Commission Expires:**  
**May 15, 2007**