

11-27-2001

ID 58146

09/958218

JC09 Rec'd PCT/PTO 03 OCT 2001



RECORDATION COVER SHEET

PATENTS ONLY

Attny Docket No. G-1336

To t
docu

101901301

nts and Trademarks: Please record the attached original

1. Name of conveying party(ies):

1. Martine Keenan
2. Sandra Ginette Milutinovic
3. David Edward Tupper

Additional name(s) of conveying party(ies)
attached? () Yes () 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

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

() Yes () No

3. Nature of conveyance:

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

Execution Date: 1. September 13, 2001
2. September 14, 2001
3. September 16, 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:

A. Patent Application No.(s):

PCT/GB00/01294, filed 04/06/2000,
designating the US

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

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.

Paul J. Gaylo
Name of Attorney Signing
Reg. No. 36,808

Signature

Date

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

"Express Mail" mailing label number EL559725873US

Date of Deposit October 3, 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.

Printed Name

Signature

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

PATENT
REEL: 012315 FRAME: 0822

ASSIGNMENT

WHEREAS We, Martine Keenan, of Hampshire, England, and Sandra Ginette Milutinovic, and David Edward Tupper, both of Berkshire, England, have made an invention which is the subject of a Patent Cooperation Treaty ("PCT") application of the United States ("Application") entitled "3-BICYCLOARYL-2-AMINOMETHYL BICYCLOALKANES AS SEROTONINE REUPTAKE INHIBITORS", PCT/GB00/01294, filed 06 April 2000 ("Application"); and

WHEREAS ELI LILLY AND COMPANY LIMITED, a corporation having its principal place of business at Lilly Research Centre, Erl Wood Manor, Windlesham, Surrey GU20 6PH, Great Britain, 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

IN WITNESS WHEREOF we have executed this assignment on the date indicated below.

13/9/01

Date

Martine Keenan
Martine Keenan14/9/01

Date

Sandra Ginette Milutinovic
Sandra Ginette Milutinovic16/09/01

Date

David Edward Tupper
David Edward Tupper

Before me, a Notary Public for England, United Kingdom, personally appeared Martine Keenan, Sandra Ginette Milutinovic and David Edward Tupper, and acknowledged the execution of the foregoing instrument this 16th day of Sept 2001.

My commission expires:

[Signature]
Notary PublicOn DEATH -Rev. 3/97