

06-12-2002

10/088721



JC13 Rec'd PCT/PTO 18 MAR 2002
Att'ny Docket No. X-13338

To the Honorable Commission
documents or copy thereof:

102119498

ase record the attached original

1. Name of conveying party(ies):

- 1. Rosanne Bonjouklian
- 2. Douglas Webb Johnson
- 3. Peter Ambrose Lander
- 4. Yongping Xie
- 5. Vinod Francis Patel
- 6. Screenivasarao Vepachedu
- 7. Mark Christopher Lohman

10094721

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

Name: Eli Lilly and Company 3.18.02
Internal Address: Patent Division

Street Address: Lilly Corporate Center

City: Indpls State:IN Zip: 46285

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

3. Nature of conveyance:

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

Execution Date: December 1, 2000 (1,2),
December 7, 2000 (3), November 17, 2000 (4),
November 29, 2000 (5,7), December 13, 2000 (6)

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):

PCT/US00/21980 filed 09/22/2000,
Which designated the US

B. Patent No.(s):

Additional Numbers attached () Yes (X) 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: (1)

7. Total fee (37 CFR \$3.41) \$200.00
(\$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

03/27/2002 UEBUUIJE 00000037 050840 10088721

03 AC:581 40.00 CH

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.

Kirby W. Lee

Name of Agent Signing
Reg. No. 47,744

Signature

03-18-2002.
Date

Total number of pages including cover sheet, attachments and document: (12)

"Express Mail" mailing label number EL832892323US

Date of Deposit MAR. 18, 2002

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, Arlington, VA 22202.

Queen Thomas

Printed Name

Signature

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Arlington, VA 22202-0327

ASSIGNMENT

WHEREAS we, **Rosanne Bonjouklian**, of the City of Zionsville, County of Boone, State of Indiana; **Douglas Webb Johnson**, of the City of Zionsville, County of Boone, State of Indiana; **Peter Ambrose Lander**, of the City of Indianapolis, County of Marion, State of Indiana; together with **Mark Christopher Lohman**, of the City of Longmont, State of Colorado; **Vinod Francis Patel**, of the City of Acton, State of Massachusetts; **Sreenivasarao Vepachedu**, of the City of Hinsdale, State of Illinois; and **Yongping Xie**, of the City of Naperville, State of Illinois; have made an invention which is the subject of a Patent Cooperation Treaty ("PCT") patent application entitled COMPOUNDS AND METHODS FOR INHIBITING MRP1, PCT/US00/21980, filed September 22, 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;

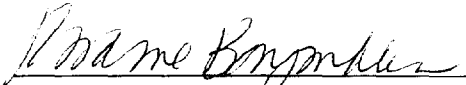

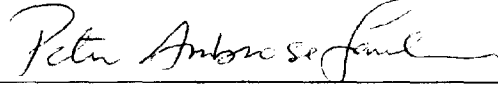
NOW, THEREFORE, in consideration of good and valuable consideration, we hereby sell, assign, transfer and set over unto Eli Lilly and Company, its successors and assigns (collectively "Lilly") our entire right, title and interest in, to and under the Application, including all priority rights for other 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, 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 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.

<u>12-1-00</u> Date	 Rosanne Bonjouklian
<u>12/1/2000</u> Date	 Douglas Webb Johnson
<u>12/7/2000</u> Date	 Peter Ambrose Lander

UNITED STATES OF AMERICA

STATE OF INDIANA)
) SS: December 1, 2000
 COUNTY OF MARION)

Before me, a Notary Public for Marion County, State of Indiana, personally appeared Rosanne Bonjouklian, Douglas Webb Johnson, and ~~Peter Ambrose Lander~~ and acknowledged the execution of the foregoing instrument this 1st day of December, 2000.


 Notary Public, Marie A. Thomas
 Resident of Marion County
 My Commission Expires: February 10, 2001

UNITED STATES OF AMERICA

STATE OF INDIANA)

) SS:

December 7, 2000

COUNTY OF MARION)

Before me, a Notary Public for Marion County, State of Indiana, personally appeared **Peter Ambrose Lander** and acknowledged the execution of the foregoing instrument this 7th day of December, 2000.

Marie A. Thomas

Marie A. Thomas, Notary Public

Resident of Marion County

My Commission Expires: February 10, 2001

ASSIGNMENT

WHEREAS I, Yongping Xie, of the City of Naperville, State of Illinois; together with **Rosanne Bonjouklian**, of the City of Zionsville, County of Boone, State of Indiana; **Douglas Webb Johnson**, of the City of Zionsville, County of Boone, State of Indiana; **Peter Ambrose Lander**, of the City of Indianapolis, County of Marion, State of Indiana; **Mark Christopher Lohman**, of the City of Longmont, State of Colorado; **Vinod Francis Patel**, of the City of Acton, State of Massachusetts; and **Sreenivasarao Vepachedu**, of the City of Hinsdale, State of Illinois; have made an invention which is the subject of a Patent Cooperation Treaty ("PCT") patent application entitled COMPOUNDS AND METHODS FOR INHIBITING MRP1, PCT/US00/21980, filed September 22, 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 good and valuable consideration, 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 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 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 I have executed this assignment on the date indicated below.

11-17-00

Date

Yongping Xie

Yongping Xie

UNITED STATES OF AMERICA

STATE OF ILLINOIS)

) ss:

(DATE) 11-17-00

COUNTY OF COOK)

Before me, a Notary Public for COOK County, State of Illinois, personally appeared **Yongping Xie** and acknowledged the execution of the foregoing instrument this 17th day of NOVEMBER, 2000.



Diane Elizabeth Navratil

Notary Public

Printed Name: DIANE ELIZABETH NAVRATIL

My Commission Expires: 5/11/04

ASSIGNMENT

WHEREAS I, Vinod Francis Patel, of the City of Acton, State of Massachusetts; together with **Rosanne Bonjouklian**, of the City of Zionsville, County of Boone, State of Indiana; **Douglas Webb Johnson**, of the City of Zionsville, County of Boone, State of Indiana; **Peter Ambrose Lander**, of the City of Indianapolis, County of Marion, State of Indiana; **Mark Christopher Lohman**, of the City of Longmont, State of Colorado; **Sreenivasarao Vepachedu**, of the City of Hinsdale, State of Illinois; and **Yongping Xie**, of the City of Naperville, State of Illinois; have made an invention which is the subject of a Patent Cooperation Treaty ("PCT") patent application entitled **COMPOUNDS AND METHODS FOR INHIBITING MRP1**, PCT/US00/21980, filed September 22, 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 good and valuable consideration, 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 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 us or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings, litigation discovery

ASSIGNMENT

WHEREAS I, Sreenivasarao Vepachedu, of the City of Hinsdale, State of Illinois; together with **Rosanne Bonjouklian**, of the City of Zionsville, County of Boone, State of Indiana; **Douglas Webb Johnson**, of the City of Zionsville, County of Boone, State of Indiana; **Peter Ambrose Lander**, of the City of Indianapolis, County of Marion, State of Indiana; **Mark Christopher Lohman**, of the City of Longmont, State of Colorado; **Vinod Francis Patel**, of the City of Acton, State of Massachusetts; and **Yongping Xie**, of the City of Naperville, State of Illinois; have made an invention which is the subject of a Patent Cooperation Treaty ("PCT") patent application entitled COMPOUNDS AND METHODS FOR INHIBITING MRP1, PCT/US00/21980, filed September 22, 2000 ("Application"); and

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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.

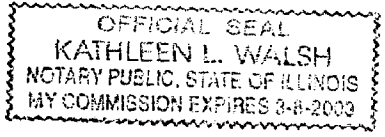
12/13/2000
Date

Sreenivasarao Vepachedu
Sreenivasarao Vepachedu

UNITED STATES OF AMERICA

STATE OF ILLINOIS)
) ss: (DATE) December 13, 2000
COUNTY OF Cook)

Before me, a Notary Public for Cook County, State of Illinois, personally appeared **Sreenivasarao Vepachedu** and acknowledged the execution of the foregoing instrument this 13th day of December, 2000.



Kathleen L. Walsh
Notary Public
Printed Name: Kathleen L. Walsh
My Commission Expires: 3-8-2003

ASSIGNMENT

WHEREAS I, Mark Christopher Lohman, of the City of Longmont, State of Colorado; together with **Rosanne Bonjouklian**, of the City of Zionsville, County of Boone, State of Indiana; **Douglas Webb Johnson**, of the City of Zionsville, County of Boone, State of Indiana; **Peter Ambrose Lander**, of the City of Indianapolis, County of Marion, State of Indiana; **Vinod Francis Patel**, of the City of Acton, State of Massachusetts; **Sreenivasarao Vepachedu**, of the City of Hinsdale, State of Illinois; and **Yongping Xie**, of the City of Naperville, State of Illinois; have made an invention which is the subject of a Patent Cooperation Treaty ("PCT") patent application entitled **COMPOUNDS AND METHODS FOR INHIBITING MRP1**, PCT/US00/21980, filed September 22, 2000 ("Application"); and

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