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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office Docket No. 00217/US

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): ENGEL, David Birenbaum 2-4-02 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Eli Lilly and Company Internal Address: Street Address: Lilly Corporate Center City: Indianapolis State: Indiana Zip: 46285 United States Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: Aug 07 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/GB01/02551 10,030188 B. Patent No.(s) Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Martin Alexander Hay Internal Address: Street Address: 13 Queen Victoria Street Macclesfield, Cheshire, SK11 6LP. United Kingdom City: State: Zip:

6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 3.41): \$ 40.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 50-1230 (Attach duplicate copy of this page if paying by deposit account)

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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. MARTIN ALEXANDER HAY Signature: Mark A Hay Date: Jan 29 2002 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 3

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

02/06/2002 HNGUYEN 00000179 501230 10030188

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ASSIGNMENT

WHEREAS I, David Birenbaum Engel have made an invention which is the subject of a Patent Cooperation Treaty ("PCT") patent application entitled COMPOUNDS, PCT/GB01/02551, filed 12 June 2001 ("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, 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 us 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.

07 August 2001
Date

David Birenbaum Engel
David Birenbaum Engel

UNITED STATES OF AMERICA

STATE OF INDIANA)
COUNTY OF Monroe)

ss: 07 August 2001

Before me, a Notary Public for Monroe County, State of Indiana, personally appeared David Birenbaum Engel and acknowledged the execution of the foregoing instrument this 7th day of August 2001.

Stacy Gutter
Notary Public

My commission expires:
January 18, 2009
