

07-29-2002

10/110890



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PATENTS ONLY

Attny Docket No. X-12791

Patents and Trademarks: Please record the attached original

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| <b>1. Name of conveying party(ies):</b><br>a) Deana Lori Hancock<br>b) Randall Bruce Hopkins<br>c) Michael Eugene Quimby<br>d) Andrew Jason Wuethrich<br>Additional name(s) of conveying party(ies)<br>Attached? ( ) Yes (X) No<br>4-16-02 | <b>2. Name &amp; address of receiving party(ies):</b><br>Name: Eli Lilly and Company<br>Internal Address: Patent Division<br>Street Address: Lilly Corporate Center<br>City: Indianapolis State: IN Zip: 46285<br>Additional name(s) & address(es) attached?<br>( ) Yes (X) No |
| <b>3. Nature of conveyance:</b><br>(X) Assignment ( ) Merger<br>( ) Security Agreement ( ) Change of Name<br>( ) Other<br>Execution Date: a) November 10, 2000<br>b) November 13, 2000<br>c) November 13, 2000<br>d) November 17, 2000     |  |

**4. Application number(s) or patent Number(s):** 10/110890  
This document is being filed with a 35 U.S.C. 371 application of PCT/US00/30129, international filing date of 13 November 2000

A. Patent Application No.(s):

B. Patent No.(s):

Additional Numbers attached ( ) Yes (X) No

|   |   |
|---|---|
| <b>5. Name and address of party to whom correspondence concerning documents should be mailed:</b><br><br>Kimberly S. Rhoades<br>Eli Lilly and Company<br>Lilly Corporate Center<br>Indianapolis, IN 46285 | <b>6. Total number of applications and patents involved:</b> (1)<br><br><b>7. Total fee (37 CFR \$3.41) \$40.00</b><br>(\$40.00 per assignment)<br>( ) Enclosed<br>(X) Authorized to be charged to deposit account (along with any additional fees or the credit of any overpayment)<br><b>8. Deposit account number: 05-0840</b> |
|---|---|

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.

John C. Demeter  
Name of Attorney Signing  
Reg. No. 30,167

*John C. Demeter*  
Signature

April 11, 2002  
Date

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

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Date of Deposit APR. 16, 2002

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PATENT  
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**ASSIGNMENT**

**WHEREAS** we, Deana Lori Hancock, City of Carthage, County of Hancock, State of Indiana; Randall Bruce Hopkins, City of Indianapolis, County of Marion, State of Indiana; Michael Eugene Quimby, City of Knightstown, County of Henry, State of Indiana; and Andrew Jason Wuethrich, City of Indianapolis, County of Marion, State of Indiana, have made an invention which is the subject of an international application under the Patent Cooperation Treaty ("PCT") patent application entitled **INDAZOLYLOXY PROPANOLAMINES FOR IMPROVING LIVESTOCK PRODUCTION**, containing 60 pages, and which is to be filed in the United States Patent and Trademark Office acting as PCT Receiving Office ("Application"); and we hereby authorize and direct our common representative to insert below the filing date and application number when they become known: PCT/US 00/30129 filed 13 December 2000; 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, 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.

11/10/00

Date

Deana L. Hancock

Deana Lori Hancock

UNITED STATES OF AMERICA

STATE OF INDIANA )

) ss:

COUNTY OF )

Before me, a Notary Public for Hancock County, State of Indiana, personally appeared Deana Lori Hancock and acknowledged the execution of the foregoing instrument this 10<sup>th</sup> day of November, 2000.

Patricia A. Grubert

Notary Public

My commission expires:

April 10, 2008

11/13/00

Date

Randall Bruce Hopkins

Randall Bruce Hopkins

UNITED STATES OF AMERICA

STATE OF INDIANA )

) ss:

COUNTY OF Marion )

Before me, a Notary Public for Marion County, State of Indiana, personally appeared Randall Bruce Hopkins and acknowledged the execution of the foregoing instrument this 13 day of November, 2000.

Sandra L. Bradshaw

Notary Public

My commission expires:

Sandra L. Bradshaw  
My Commission Expires.  
April 30, 2008  
Residence: Marion County

11-13-00

Date

Michael Eugene Quimby  
Michael Eugene Quimby

## UNITED STATES OF AMERICA

STATE OF INDIANA )  
COUNTY OF Marion ) ss:

Before me, a Notary Public for Marion County, State of Indiana, personally appeared Michael Eugene Quimby and acknowledged the execution of the foregoing instrument this 13 day of November, 2000.

Sandra L. Bradshaw  
My Commission Expires.

My commission expires:

Residence: Marion County

Sandra L. Bradshaw  
Notary Public11/17/2000

Date

Andrew Jason Wuethrich  
Andrew Jason Wuethrich

## UNITED STATES OF AMERICA

STATE OF INDIANA )  
COUNTY OF Marion ) ss:

Before me, a Notary Public for Marion County, State of Indiana, personally appeared Andrew Jason Wuethrich and acknowledged the execution of the foregoing instrument this 17 day of November, 2000.

Sandra L. Bradshaw  
Notary Public

My commission expires:

Sandra L. Bradshaw  
My Commission Expires.  
April 30, 2008  
Residence: Marion County