

09-06-2002



A/D 581-40

10/149476

RECORDATION COVER SHEET

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PATENTS ONLY

Attny Docket No. X-12212

102213101

of Patents and Trademarks: Please record the attached original

documents or copy thereof.

<b>1. Name of conveying party(ies):</b> (a) Marvin Martin Hansen (a) John Xiaoqiang He (b) Nicholas Allan Honigschmidt (c) Daniel James Koch (b) Todd Jonathan Kohn (d) Vincent Patrick Rocco (a) Patrick Gianpietro Spinazze (a) Kumiko Takeuchi Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name &amp; address of receiving party(ies):</b> Name: Eli Lilly and Company Internal Address: Patent Division Street Address: Lilly Corporate Center City: Indpls State: IN Zip: 46285 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>3. Nature of conveyance:</b> 6/6/02 <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date: (a) December 4, 2000, (b) November 30, 2000, (c) January 11, 2001, (d) November 29, 2000	Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>4. Application number(s) or patent Number(s):</b> 10149476 If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s): PCT/US00/32430 filed 12/6/2000 Designating the US B. Patent No.(s): _____ Additional Numbers attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>5. Name and address of party to whom correspondence concerning documents should be mailed:</b> Kimberly S. Rhoades Eli Lilly and Company Patent Division P.O. Box 6288 Indianapolis, IN 46206-6288 06/17/2002 GFREY1 00000139 050840 10149476 04 FC:581 40.00 CH	<b>6. Total number of applications and patents involved:</b> (1) <b>7. Total fee (37 CFR §3.41) \$40.00 (\$40.00 per assignment)</b> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account (along with any additional fees or the credit of any overpayment) <b>8. Deposit account number: 05-0840</b>
DO NOT USE THIS SPACE	
<b>9. Statement and signature.</b> 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: [Signature] Date: 06 June 2002	
<b>Total number of pages including cover sheet, attachments and document: (5)</b>	
"Express Mail" mailing label number ELO18700913US Date of Deposit June 6, 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: [Signature]	

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patents & Trademarks, Box Assignments  
 Washington, D.C. 22202

PATENT  
 REEL: 013249 FRAME: 0222

**ASSIGNMENT**

**WHEREAS** we, John Xiaoqiang He, Nicholas Allan Honigschmidt, Todd Jonathan Kohn, Patrick Gianpietro Spinazze, Vincent Patrick Rocco, and Kumiko Takeuchi, Daniel James Koch and Marvin Martin Hansen have made an invention which is the subject of an international application under the Patent Cooperation Treaty ("PCT") patent application entitled **INDOLE DERIVATIVES**, containing 274 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 00/32920 filed 09 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.

12/4/00  
Date

John Xiaoqiang He  
John Xiaoqiang He

11/30/2000  
Date

Nicholas Allan Honigschmidt  
Nicholas Allan Honigschmidt

11/30/2000  
Date

Todd Jonathan Kohn  
Todd Jonathan Kohn

12/4/00  
Date

Patrick Gianpiero Spina  
Patrick Gianpiero Spina

11/29/00  
Date

Vincent Patrick Rocco  
Vincent Patrick Rocco

12/4/00  
Date

Kumiko Takeuchi  
Kumiko Takeuchi

1/11/2001  
Date

Daniel James Koch  
Daniel James Koch

12/4/00  
Date

Marvin Martin Hansen  
Marvin Martin Hansen

## UNITED STATES OF AMERICA

STATE OF INDIANA )  
COUNTY OF MARION )

ss:

December 4, 2000

Before me, a Notary Public for Marion County, State of Indiana, personally appeared John Xiaoqiang He, ~~Nicholas Allan Honigschmidt~~, ~~Todd Jonathan Kohn~~, Patrick Gianpiero Spina, ~~Vincent Patrick Rocco~~, and Kumiko Takeuchi, Daniel James Koch, and Marvin Martin Hansen and acknowledged the execution of the foregoing instrument this 4th day of December, 2000.

Andrea L. Buchanan  
Notary Public

My commission expires:

RESIDENCE: MARION COUNTY

April 30, 2008

**NOTARIAL CERTIFICATE**

**STATE: INDIANA)  
COUNTY: MARION)**

On this 11th day of January 2001, personally appeared before me the named,  
Daniel James Koch, who acknowledged that he signed the document as his  
voluntary act for the purposes therein set forth.



**NOTARY PUBLIC  
SANDRA L. BRADSHAW  
MY COMMISSION EXPIRES  
APRIL 30, 2008  
RESIDENCE: MARION COUNTY**

**(SEAL)**

**NOTARIAL CERTIFICATE**

**STATE: INDIANA)  
COUNTY: MARION)**

On this 19th day of November 2000, personally appeared before me the named,  
Vincent Patrick Rocco, who acknowledged that he signed the document as his  
voluntary act for the purposes therein set forth.



**NOTARY PUBLIC  
SANDRA L. BRADSHAW  
MY COMMISSION EXPIRES  
APRIL 30, 2008  
RESIDENCE: MARION COUNTY**

**(SEAL)**

**NOTARIAL CERTIFICATE**

**STATE: INDIANA)  
COUNTY: MARION)**

On this 30th day of November 2000, personally appeared before me the named,  
Nicholas Allan Honigschmidt and Todd Jonathan Kohn, who acknowledged that they signed the  
document as their voluntary act for the purposes therein set forth.



**NOTARY PUBLIC  
SANDRA L. BRADSHAW  
MY COMMISSION EXPIRES  
APRIL 30, 2008  
RESIDENCE: MARION COUNTY**

**(SEAL)**