

09-03-2002



102208255

FORM PTO-1595
1-31-92

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office**PATENTS ONLY**

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

1. Name of conveying party(ies):

Paul Lewer
Donald R. Hahn
Laura L. Karr
Paul R. Graupner
Jeffrey R. Gilbert
Thomas V. Worden
Dennis W. Norton
Raymond C. Yao

8.29.02

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

Dow AgroSciences LLC
9330 Zionsville Road
Indianapolis, Indiana 46268
United States of America

Additional name(s) of conveying party(ies) attached.

Additional name(s) & address(es) attached

3. Nature of conveyance:

☒ Assignment

Merger

Security Agreement

Change of Name

Other:

Execution Date(s): December 6, 2000; December 13, 2000; March 4, 2002 and March 14, 2002

4. Application number(s) or patent number(s): 60/153,513 filed 09/13/1999; 09/661,065 filed 09/13/2000.
If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s):

Additional Application Number(s) or Patent Number(s) are attached.

Title of Application: **PESTICIDAL MACROLIDES**

5. Name and address of party to whom correspondence concerning document should be mailed:

Kenneth L. Loertscher
Dow AgroSciences LLC
9330 Zionsville Road
Indianapolis, IN 462686. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41):.....\$ 80.00

Enclosed

☒ Authorized to be charged to deposit account8. Deposit account number: **04-1529** *If this estimate is incorrect, please debit or credit our account accordingly.**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.

Donald R. Stuart, 28,479

Name of Person Signing

Signature

8/20/2002

Date

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

50,703

08/30/2002 LMUELLER 00000184 041529 60153513

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OFFICE OF RECORDS
 2002 AUG 29 AM 7:05
 FINANCE SECTION

ASSIGNMENT

WHEREAS we, Dennis W. Norton and Raymond C. Yao, have made an invention which is the subject of a Patent Cooperation Treaty ("PCT") patent application entitled PESTICIDAL MACROLIDES, PCT/US00/25060, filed September 13, 2002 ("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, 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.

3-14-02

Date

Dennis W. Norton

Dennis W. Norton

UNITED STATES OF AMERICA

STATE OF INDIANA)

COUNTY OF MARION)

Before me, a Notary Public for Hendricks County, State of Indiana, personally appeared Dennis W. Norton and acknowledged the execution of the foregoing instrument this 14th day of March, 2002.

Susan L. Buis
Notary Public

My commission expires:

Susan L. Buis

Hendricks County

My Commission Expires

February 11, 2008

3-4-02

Date

Raymond C. Yao

Raymond C. Yao

UNITED STATES OF AMERICA

STATE OF INDIANA)

COUNTY OF MARION)

Before me, a Notary Public for Hendricks County, State of Indiana, personally appeared Raymond C. Yao and acknowledged the execution of the foregoing instrument this 4th day of March, 2002.

Susan L. Buis
Notary Public

My commission expires:

Susan L. Buis

Hendricks County

My Commission Expires

February 11, 2008

**INDIVIDUAL ASSIGNMENT AND INVENTOR'S DECLARATION
(with Priority Rights)**

I verily believe I am/we are the original, first and sole/joint inventor(s) of the subject matter which is embraced by and for which a patent is sought on the invention entitled:

PESTICIDAL MACROLIDES

which invention was made and invented by me/us out of and in the course of my/our employment with my/our respective employers as stated below my/our names(s). I/We acknowledge that I/we hold the invention and all patents and other rights and powers obtainable or exercisable in respect thereof in trust for our respective employers.

As trustee(s), and for good and valuable consideration and/or the remuneration received for my work, I/we sell, assign and transfer unto:

**Dow AgroSciences LLC
9330 Zionsville Road
Indianapolis, Indiana 46268
United States of America**

a limited liability company organized and existing under the laws of the State of Delaware, U.S.A. (hereinafter referred to as the "Assignee"); my/our entire right, title and interest throughout the world, in and to the invention and all rights and powers to make applications for Letter Patent in its own name, or in the name of its designee (or nominee(s)); and all rights and powers to file any corresponding or equivalent applications in any and all countries, including all rights to claim priority under all International Conventions(s) and Treaties in the name of Assignee, and all rights in and to any Letters Patent that may be issued for the invention in any and all countries.

I/we do hereby agree to assist Assignee in the prosecution of the application(s) and in any interference, conflict, opposition or litigation which may arise involving the invention or the patent or patents thereon, and to execute for any and all countries any document relating to applications derived from, corresponding to or equivalent to the above identified application as Assignee may request.

I/we do hereby authorize Assignee or its designee to insert here the application number, filing date, and country for the first patent application filed on the invention:

Application No. 60/153,513 Filing Date 09/13/99
in country United States of America

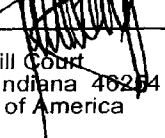
To facilitate recordal of this assignment in connection with other patent applications on the invention, I/we do hereby authorize Assignee or its designee to insert here the application number, filing date, and country for any such patent application:

Application No. 09/661,065 Filing Date 09/13/2000
in country United States of America

I/we authorize Assignee or its designee to translate this Assignment into all languages necessary; and we request that any such Letters Patent be issued to Assignee; and consent to the recordal of this Assignment, or a Notarial True Copy thereof, being under covenant not only that I/we have full power to make the same, but also that such assigned rights are not encumbered by any grant, license, or other right heretofore given.
Subscribed and Declared by me/us:

At Indianapolis, Indiana 46268 USA

this 13th day of December 2000
Effective as of September 13, 2000

Signature 
Full Name: Paul Lewer
Residence: 4934 Cherryhill Court
Indianapolis, Indiana 46254
Country: United States of America
Citizenship: British
P.O. Address: Same as Residence
Employed By: Dow AgroSciences LLC
Of Country: United States of America


At Indianapolis, Indiana 46268 USA

this 13 day of December 2000
Effective as of September 13, 2000

Signature Laura L. Karr
Full Name: Laura L. Karr
Residence: 800 N 200 E
Lebanon, Indiana 46052
Country: United States of America
Citizenship: United States of America
P.O. Address: Same as Residence
Employed By: Dow AgroSciences LLC
Of Country: United States of America

At Indianapolis, Indiana 46268 USA

this 13 day of December 2000
Effective as of September 13, 2000

Signature 
Full Name: Donald R. Hahn
Residence: 575 West Pine Street
Zionsville, Indiana 46077
Country: United States of America
Citizenship: United States of America
P.O. Address: Same as Residence
Employed By: Dow AgroSciences LLC
Of Country: United States of America

At Indianapolis, Indiana 46268 USA

this 6th day of December 2000
Effective as of September 13, 2000

Signature P. R. Graupner
Full Name: Paul R. Graupner
Residence: 12723 Wembly Road
Carmel, Indiana 46033
Country: United States of America
Citizenship: British
P.O. Address: Same as Residence
Employed By: Dow AgroSciences LLC
Of Country: United States of America

Additional names, addresses, and signatures to be attached to Form No. 110
 Entitled: **INDIVIDUAL ASSIGNMENT AND INVENTOR'S DECLARATION**

At Indianapolis, Indiana 46268 USA

this 13 day of Dec 2000
 Effective as of September 13, 2000

Signature [Signature]
 Full Name: Jeffrey R. Gilbert
 Residence: 5125 North Boulevard Place
Indianapolis, Indiana 46208
 Country: United States of America
 Citizenship: United States of America
 P.O. Address: Same as Residence
 Employed By: Dow AgroSciences LLC
 Of Country: United States of America

At _____

this _____ day of _____ 2000

Signature _____
 Full Name: _____
 Residence: _____
 Country: _____
 Citizenship: _____
 P.O. Address: _____
 Employed By: _____
 Of Country: _____

At _____

this _____ day of _____ 2000

Signature _____
 Full Name: _____
 Residence: _____
 Country: _____
 Citizenship: _____
 P.O. Address: _____
 Employed By: _____
 Of Country: _____

At _____

this _____ day of _____ 2000

Signature _____
 Full Name: _____
 Residence: _____
 Country: _____
 Citizenship: _____
 P.O. Address: _____
 Employed By: _____
 Of Country: _____

At Indianapolis, Indiana 46268 USA

this 13 day of Dec 2000
 Effective as of September 13, 2000

Signature [Signature]
 Full Name: Thomas V. Worden
 Residence: 7836 Corinthian Drive
Indianapolis, IN 46219
 Country: United States of America
 Citizenship: United States of America
 P.O. Address: Same as Residence
 Employed By: Dow AgroSciences LLC
 Of Country: United States of America

At _____

this _____ day of _____ 2000

Signature _____
 Full Name: _____
 Residence: _____
 Country: _____
 Citizenship: _____
 P.O. Address: _____
 Employed By: _____
 Of Country: _____

At _____

this _____ day of _____ 2000

Signature _____
 Full Name: _____
 Residence: _____
 Country: _____
 Citizenship: _____
 P.O. Address: _____
 Employed By: _____
 Of Country: _____

At _____

this _____ day of _____ 2000

Signature _____
 Full Name: _____
 Residence: _____
 Country: _____
 Citizenship: _____
 P.O. Address: _____
 Employed By: _____
 Of Country: _____

UNITED STATES OF AMERICA
STATE OF INDIANA
COUNTY/PARISH of Marion

SEAL

therein expressed.

Marcia R. Jansen
Marcia R. Jansen, Notary Public
Resident of Marion County
My Commission Expires August 27, 2006

UNITED STATES OF AMERICA
STATE OF INDIANA
COUNTY/PARISH of Marion

SEAL

therein expressed.
Marcia R. Jansen
 Marcia R. Jansen, Notary Public
 Resident of Marion County
 My Commission Expires August 27, 2006

UNITED STATES OF AMERICA
STATE OF INDIANA
COUNTY/PARISH of Marion

SEAL

therein expressed.

Marcia R. Jansen

Marcia R. Jansen, Notary Public
Resident of Marion County
My Commission Expires August 27, 2006

UNITED STATES OF AMERICA
STATE OF INDIANA
COUNTY/PARISH of Marion

on this 6th day of December 2000, personally appeared before me **Paul R. Graupner** known or identified to me to be the individual described in and who executed the foregoing document and acknowledged the same as a free act and deed for uses and purposes therein expressed.

SEAL

therein expressed.
Marcia R. Jansen
 Marcia R. Jansen, Notary Public
 Resident of Marion County
 My Commission Expires August 2

UNITED STATES OF AMERICA
STATE OF INDIANA
COUNTY/PARISH of Marion

on this 13th day of December 2000, personally appeared before me **Jeffrey R. Gilbert** known or identified to me to be the individual described in and who executed the foregoing document and acknowledged the same as a free act and deed for uses and purposes therein expressed.

SEAL

therein expressed.

Marcia R. Jansen
Marcia R. Jansen, Notary Public
Resident of Marion County
My Commission Expires August 27, 2006

UNITED STATES OF AMERICA
STATE OF INDIANA
COUNTY/PARISH of Marion

On this 13th day of December 2000, personally appeared before me **Thomas V. Worden** known or identified to me to be the individual described in and who executed the foregoing document and acknowledged the same as a free act and deed for uses and purposes therein expressed. 7

SEAL

therein expressed.

Marcia R. Jansen
Marcia R. Jansen, Notary Public
Resident of Marion County
My Commission Expires August 27, 2006