AD58140

10/203533 **DT10 Rec'd PCT/PTO** 0.8 AUG 2002

FORM PTO-1595 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94) M&G- 13903.16USWO 10-18-2002

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



To the Commissioner of Patents and Trademarks: Please record th

Name of conveying party(ies):

Richard Craig THOMPSON Stephen Charles WILKIE Mark James ZWEIFEL

8-8.02

EIL LILLY AND COMPANY Lilly Corporate Center Indianapolis, IN 46285

and address of receiving party(ies):

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

Yes

No Additional name(s) & address(es) attached?

Yes

No 3. Nature of conveyance: Assignment Merger 1203533 Change of Name Security Agreement Other: Execution Date: 19 February 2002 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: N/A B. Patent No.(s) A. Patent Application No.(s) unknown Additional numbers attached?
Yes
No 5. Name and address of party to whom correspondence concerning 6. Total number of applications and patents involved: 1 document should be mailed: \$40.00 7. Total fee (37 CFR 3.41): Enclosed Keith M. Campbell Name: Authorized to be charged to deposit account Address: Merchant & Gould P.C. P.O. Box 2903 Minneapolis, MN 55402-0903 8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725 PATENT TRADEMARK OFFICE 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. 8 August 2002 Keith M. Campbell Date Name of Person Signing Total number of pages including cover sheet, attachments, and document: 3 Do not detach this portion Mail documents to be recorded with required cover sheet information to: **Box Assignments** Director - U.S. Patent and Trademark Office Washington, D.C. 20231 Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

> PATENT REEL: 013381 FRAME: 0385

ASSIGNMENT

whereas we, Richard Craig Thompson, of the City of Frankfort, County of Clinton, State of Indiana, Stephen Charles Wilkie, of the City of Indianapolis, County of Marion, State of Indiana, and Mark James Zweifel, of the City of Mooresville, County of Morgan, State of Indiana have made an invention which is the subject of an international application under the Patent Cooperation Treaty ("PCT") patent application entitled Selective N-Acylation A82846 Glycopeptide Analogs, containing 89 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 Cl /oraxcfiled

12 Jakkuux, Jose / ; 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

PATENT REEL: 013381 FRAME: 0386 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.

02 - 19 - 01 Date

5-19-0/ Date

<u> 2 - 19 - 07</u> Date

STATE OF INDIANA

SS:

COUNTY OF MARION

Before me, a Notary Public for MANA County, State of Indiana, personally appeared Richard Craig Thompson, Stephen Charles Wilkie and Mark James Zweifel and acknowledged the execution of the foregoing instrument this day of Charles, 2001.

My commission expires:

RECORDED: 08/08/2002

Sandra L. Bradshaw My Commission Expires.

April 30, 2008 Residence: Marion County

> **PATENT** REEL: 013381 FRAME: 0387