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	ny Docket No. X-11121
To the Honorable Commissioner 10244	9458 record the attached original
documents or copy thereof:  1. Name of conveying party(i s):     James Web Kassebaum     Paul Thomas Pugh     William Webster Thompson  Additional name(s) of conveying party(ies) Attached? ( ) Yes (X) No	Name: Eli Lilly and Company Internal Address: Patent Division Street Address: Lilly Corporate Center
Accorded. ( ) Icb (A) No	burder Marcha. Billy corporate center
	City: Indianapolis State: IN Zip: 46285
3. Nature of conveyance:	Additional name(s) & address(es) attached?
(X) Assignment () Merger () Security Agreement () Change of Nam () Other Execution Date: July 21, 2000	() Yes (X) No - /0048747
4. Application number(s) or patent Number	·(s):
This document is being filed with a 35 U.S international filing date of 26 July 2000	
	B. Patent No.(s):
Additional Numbers a	
5. Name and address of party to whom correspondence concerning documents should be mailed:  Kimberly S. Rhoades Eli Lilly and Company Lilly Corporate Center Indianapolis, IN 46285	6. Total number of applications and patents involved: (1)  7. Total fee (37 CFR §3.41) \$40.00 (\$40.00 per assignment)  ( ) Enclosed (X) Authorized to be charged to deposit account (along with any additional fees or the credit of any overpayment)  8. Deposit account number: 05-0840
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correct and any attached copy is a tru	Dan 24,2002 Date
"Express Mail" mailing label number EL 230	530170 US
Date of Deposit Jan. 24, 2002	
	ng deposited with the United States Postal Service e under 37 C.F.R. 1.10 on the date indicated above

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

Signature

Docket No. X-11121

## assignment

WHEREAS we, James Web Kassebaum, City of Indianapolis, County of Marion, State of Indiana; Paul Thomas Pugh, City of Knightstown, County of Henry, State of Indiana; and William Webster Thompson, 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 TOPICAL ORGANIC ECTOPARASITICIDAL FORMULATIONS, containing 19 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  $\frac{00}{19549}$  filed  $\frac{7/26}{00}$ ; 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

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other 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 Wi	HEREOF we	have	executed	this	assionment	on the	date
indicated below.				01120			
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July 31, 2000		110	MA WELL	Ken	selven		
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7/21/00 Date William Webster Thempson

UNITED STATES OF AMERICA

STATE OF INDIANA

) 35:

COUNTY OF

Before me, a Notary Public for County, State of Indiana, personally appeared William Webster Thompson and acknowledged the execution of the foregoing instrument this 20 dt day of \_\_\_\_\_\_\_\_\_, 2000.

Value of Suschart

My commission expires:

april 10, 2008

**RECORDED: 01/24/2002**