

07-09-2003



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(Rev. 03/01)

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OMB No. 0651-0027 (exp. 5/31/2002)

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

<p>1. Name of conveying party(ies):</p> <p>Mark W. Orme, Lisa M. Schultze, Jason Scott Sawyer, Alain Claude-Marie Daugan, and Raymond F. Brown</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>LILLY ICOS LLC</u> a Delaware corporation</p> <p>Street Address: 1209 Orange Street</p> <p>City: <u>Wilmington</u></p> <p>State: <u>DE</u> Zip: <u>19801</u></p> <p>Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Dates: <u>January 29, 2003, January 29, 2003, February 5, 2003, February 5, 2003 & January 31, 2003</u></p>	

OFFICE OF PUBLIC RECORDS
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FINANCE SECTION

4. Application number(s) or patent number(s):

A. Patent Application No.: 10/363,569 filed February 27, 2003

B. Patent No.(s): _____

Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>James J. Napoli</u> <u>MARSHALL, GERSTEIN & BORUN</u></p> <p>Client/Matter No.: <u>29342/36788A</u></p> <p>Street Address: <u>6300 Sears Tower</u> <u>233 S. Wacker Drive</u></p> <p>City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60606-6357</u></p>	<p>6. Total number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed)</p> <p>8. Deposit account number: <u>13-2855</u> (Attach duplicate copy of this page if paying by deposit account)</p>
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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.

James J. Napoli - 32,361 James J. Napoli 3 July 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 9

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40.00 DP

PATENT
REEL: 014237 FRAME: 0095

ASSIGNMENT

Serial No: 10/363,569
Filed: February 27, 2003
Title: CHEMICAL COMPOUNDS

For ten dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby assigns to, Lilly ICOS LLC, a Delaware corporation, 1209 Orange Street, Wilmington, Delaware (hereinafter "assignee"), its successors and assigns, the entire right, title and interest in the invention or improvements of the undersigned disclosed in an application for Letters Patent of the United States, executed by the undersigned on January 29, 2003 & January 29, 2003, and in said application and any and all other applications, both United States and foreign, which the undersigned may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States and foreign countries, which may be obtained on any of said applications, and in any reissue or extension thereof.

The undersigned hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to said assignee.

The undersigned hereby authorize and request the attorneys of record in said application to insert in this assignment the execution date and/or filing date and serial number of said application when officially known.

The undersigned warrant themselves to be the owners of the interest herein assigned and to have the right to make this assignment and further warrant that there are no outstanding prior assignments, licenses, or other rights in the interest herein assigned.

For said consideration the undersigned hereby agrees, upon the request and at the expense of said assignee, its successors and assigns, to execute any and all divisional, continuation, continuation-in-part and substitute applications for said invention or improvements, and any necessary oath or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application, and any and all applications and other documents for Letters Patent in foreign countries on said invention or improvements, that said assignee, its successors or assigns, may deem necessary or expedient, and for said consideration the undersigned further agree upon the request of said assignee, its successors or assigns, in the event of any application or Letters Patent assigned herein becoming involved in Interference, to cooperate to the best of the ability of the undersigned with said assignee, its successors or assigns, in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, the undersigned hereby agreeing to perform, upon request, any and all affirmative acts to obtain said Letters Patent, both United States and foreign, and vest all rights therein hereby conveyed in said assignee, its successors and assigns, whereby said Letters Patent will be held and enjoyed by said assignee, its successors and assigns, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

WITNESS our hands this 29th day of January, 2003.

Mark W. Orme

Mark W. Orme

Lisa M. Schultze

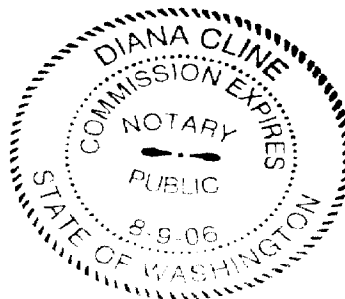
Lisa M. Schultze

State of Washington)
County of Snohomish) SS

On this 29th day of January, 2003 before me, a Notary Public in and for the County and State aforesaid, appeared Mark W. Orme and Lisa M. Schultze, to me personally known to be the same persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed said instrument as their free and voluntary act and for the uses and purposes therein expressed.

WITNESS my hand and seal the same day and year last above given.

My Commission Expires: 8/9/06 Diana Cline
Notary Public



ASSIGNMENT

Serial No: 10/363,569
Filed: February 27, 2003
Title: CHEMICAL COMPOUNDS

For ten dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby assigns to, Lilly ICOS LLC, a Delaware corporation, 1209 Orange Street, Wilmington, Delaware (hereinafter "assignee"), its successors and assigns, the entire right, title and interest in the invention or improvements of the undersigned disclosed in an application for Letters Patent of the United States, executed by the undersigned on February 5, 2003, and in said application and any and all other applications, both United States and foreign, which the undersigned may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States and foreign countries, which may be obtained on any of said applications, and in any reissue or extension thereof.

The undersigned hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to said assignee.

The undersigned hereby authorize and request the attorneys of record in said application to insert in this assignment the execution date and/or filing date and serial number of said application when officially known.

The undersigned warrant themselves to be the owners of the interest herein assigned and to have the right to make this assignment and further warrant that there are no outstanding prior assignments, licenses, or other rights in the interest herein assigned.

For said consideration the undersigned hereby agrees, upon the request and at the expense of said assignee, its successors and assigns, to execute any and all divisional, continuation, continuation-in-part and substitute applications for said invention or improvements, and any necessary oath or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application, and any and all applications and other documents for Letters Patent in foreign countries on said invention or improvements, that said assignee, its successors or assigns, may deem necessary or expedient, and for said consideration the undersigned further agree upon the request of said assignee, its successors or assigns, in the event of any application or Letters Patent assigned herein becoming involved in Interference, to cooperate to the best of the ability of the undersigned with said assignee, its successors or assigns, in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, the undersigned hereby agreeing to perform, upon request, any and all affirmative acts to obtain said Letters Patent, both United States and foreign, and vest all rights therein hereby conveyed in said assignee, its successors and assigns, whereby said Letters Patent will be held and enjoyed by said assignee, its successors and assigns, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

MARSHALL, GERSTEIN & BORUN, 6300 Sears Tower, 233 South Wacker Drive, Chicago, Illinois 60606-6357

WITNESS our hands this 5th day of Feb., 2003.

Jason Scott Sawyer
Jason Scott Sawyer

State of Indiana

County of Marion

}
} SS
}

On this 5th day of February, 2003 before me, a Notary Public in and for the County and State aforesaid, appeared Jason Scott Sawyer, to me personally known to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he executed said instrument as his free and voluntary act and for the uses and purposes therein expressed.

WITNESS my hand and seal the same day and year last above given.

My Commission Expires: _____

Jennifer L. Barker
Notary Public

Jennifer L. Barker, Notary Public
State of Indiana
Resident of Hamilton County
Commission Expires: May 14, 2008

ASSIGNMENT

Serial No: 10/363,569
Filed: February 27, 2003
Title: **CHEMICAL COMPOUNDS**

For ten dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby assign to, Lilly ICOS LLC, a Delaware corporation, 1209 Orange Street, Wilmington, Delaware (hereinafter "assignee"), its successors and assigns, the entire right, title and interest in the invention or improvements of the undersigned disclosed in the above-identified application for Letters Patent of the United States, and in said application and any and all other applications, both United States and foreign, which the undersigned may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States and foreign countries, which may be obtained on any of said applications, and in any reissue or extension thereof.

The undersigned hereby authorize(s) and request(s) the Commissioner of Patents and Trademarks to issue said Letters Patent to said assignee.

The undersigned hereby authorize(s) and request(s) the attorneys of record in said application to insert in this assignment the executed date and/or filing date and serial number of said application when officially known.

The undersigned warrant(s) themselves (himself/herself) to be the owners (owner) of the interest herein assigned and to have the right to make this assignment and further warrant that there are no outstanding prior assignments, licenses, or other rights in the interest herein assigned.

For said consideration the undersigned hereby agree(s), upon the request and at the expense of said assignee, its successors and assigns, to execute any and all divisional, continuation, continuation-in-part and substitute applications for said invention or improvements, and any necessary oath or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application, and any and all applications and other documents for Letters Patent in foreign countries on said invention or improvements, that said assignee, its successors or assigns, may deem necessary or expedient, and for said consideration the undersigned further agree(s) upon the request of said assignee, its successors or assigns, in the event of any application or Letters Patent assigned herein becoming involved in Interference, to cooperate to the best of the ability of the undersigned with said assignee, its successors or assigns, in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, the undersigned hereby agreeing to perform, upon request, any and all affirmative acts to obtain said Letters Patent, both United States and foreign, and vest all rights therein hereby conveyed in said assignee, its successors and assigns, whereby said Letters Patent will be held and enjoyed by said assignee, its successors and assigns, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

Foreign

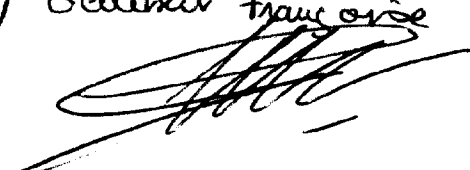
WITNESS my (our) hand(s) this 5 day of February, 2003.

1) Romain GOSMINI
Name:



Alain Claude-Marie Daugan

2) 
Name:

2) Gellicher Françoise


ASSIGNMENT

Serial No: 10/363,569
Filed: February 27, 2003
Title: CHEMICAL COMPOUNDS

For ten dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby assigns to, Lilly ICOS LLC, a Delaware corporation, 1209 Orange Street, Wilmington, Delaware (hereinafter "assignee"), its successors and assigns, the entire right, title and interest in the invention or improvements of the undersigned disclosed in an application for Letters Patent of the United States, executed by the undersigned on January 31, 2003, and in said application and any and all other applications, both United States and foreign, which the undersigned may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States and foreign countries, which may be obtained on any of said applications, and in any reissue or extension thereof.

The undersigned hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to said assignee.

The undersigned hereby authorize and request the attorneys of record in said application to insert in this assignment the execution date and/or filing date and serial number of said application when officially known.

The undersigned warrant themselves to be the owners of the interest herein assigned and to have the right to make this assignment and further warrant that there are no outstanding prior assignments, licenses, or other rights in the interest herein assigned.

For said consideration the undersigned hereby agrees, upon the request and at the expense of said assignee, its successors and assigns, to execute any and all divisional, continuation, continuation-in-part and substitute applications for said invention or improvements, and any necessary oath or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application, and any and all applications and other documents for Letters Patent in foreign countries on said invention or improvements, that said assignee, its successors or assigns, may deem necessary or expedient, and for said consideration the undersigned further agree upon the request of said assignee, its successors or assigns, in the event of any application or Letters Patent assigned herein becoming involved in Interference, to cooperate to the best of the ability of the undersigned with said assignee, its successors or assigns, in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, the undersigned hereby agreeing to perform, upon request, any and all affirmative acts to obtain said Letters Patent, both United States and foreign, and vest all rights therein hereby conveyed in said assignee, its successors and assigns, whereby said Letters Patent will be held and enjoyed by said assignee, its successors and assigns, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

WITNESS our hands this 31st day of January, 2003.

Raymond F. Brown
Raymond F. Brown

State of Indiana }
County of Marion } SS

On this 31st day of January, 2003 before me, a Notary Public in and for the County and State aforesaid, appeared Raymond F. Brown, to me personally known to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he executed said instrument as his free and voluntary act and for the uses and purposes therein expressed.

WITNESS my hand and seal the same day and year last above given

My Commission Expires: _____ Renee Y. Edwards
Notary Public

Renee Y. Edwards, Notary Public
Resident of Marion County
My Commission Expires:
February 27, 2009