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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102505634

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

<p>1. Name of conveying party(ies): Uko E. UDODONG (08/04/1998), John L. GRUTSCH, Jr. (08/04/1998), Marvin M. HANSEN (08/04/1998), Allen R. HARKNESS (08/04/1998), and Daniel E. VERRAL, II (08/05/1998)</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>Eli Lilly and Company</u></p> <p>Internal Address: _____</p> <p>Street Address: _____ Lilly corporation Center</p> <p>City: <u>Indianapolis</u></p> <p>State: <u>IN</u> Zip: <u>46285</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</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <u>see Box 1, conveying parties</u></p>	

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

If this document is being filed together with a new application, the execution date of the new application is: _____

A. Patent Application No.(s): _____

B. Patent No.(s): 6,043,341

Additional numbers attached? Yes No

FINANCE SECTION
JUL 18 AM 7:19

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Kimberly A. Bolin</u> <u>MORRISON & FOERSTER LLP</u></p> <p>Internal Address: <u>Atty. Dkt.: 342312001800</u></p> <p>Street Address: <u>755 Page Mill Road</u></p> <p>City: <u>Palo Alto</u> State: <u>CA</u> Zip: <u>94304</u></p>	<p>6. Total number of applications and patents involved: _____</p> <p>7. Total fee (37 CFR 3.41) \$ <u>40.00</u></p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p><input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed)</p> <p>8. Deposit account number: <u>03-1952</u> (Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Kimberly A. Bolin - 44,546 [Signature] July 15, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 5

07/21/2003 L'ABELLER 00000165 031952 6043341

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PA-806093

ASSIGNMENT

WHEREAS we, Uko Effiong Udodong, John Leo Grutsch Jr., Marvin Martin Hansen, Allen Robert Harkness and Daniel Edward Verral II, have made an invention which is the subject of an application for Letters Patent of the United States ("Application") entitled CYCLIC PEPTIDE ANTIFUNGAL AGENTS which has been executed by us on the dates specified below; 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 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 WHEREOF we have executed this assignment on the dates indicated below.

Uko Effiong Udodong
Uko Effiong Udodong

STATE OF INDIANA)
) UNITED STATES OF AMERICA
) ss: August 4, 1998
COUNTY OF MARION)

Before me, a Notary Public for Marion County, State of Indiana, personally appeared Uko Effiong Udodong and acknowledged the execution of the foregoing instrument this 4th day of August, 1998.

[Signature]
Notary Public

My commission expires: 3-21-99

John Leo Grutsch Jr.
John Leo Grutsch Jr.

STATE OF INDIANA)
) UNITED STATES OF AMERICA
) ss: August 4 1998
COUNTY OF MARION)

Before me, a Notary Public for Marion County, State of Indiana, personally appeared John Leo Grutsch Jr. and acknowledged the execution of the foregoing instrument this 4th day of August, 1998.

[Signature]
Notary Public

My commission expires: 3-21-99

Marvin Martin Hansen
Marvin Martin Hansen

STATE OF INDIANA)
) UNITED STATES OF AMERICA
) ss: August 4 1998
COUNTY OF MARION)

Before me, a Notary Public for Marion County, State of Indiana, personally appeared Marvin Martin Hansen and acknowledged the execution of the foregoing instrument this 4th day of August, 1998.

[Signature]
Notary Public

My commission expires: 3-21-99

Allen Robert Harkness
Allen Robert Harkness

STATE OF INDIANA)
) UNITED STATES OF AMERICA
) ss: August 4 1998
COUNTY OF MARION)

Before me, a Notary Public for Marion County, State of Indiana, personally appeared Allen Robert Harkness, and acknowledged the execution of the foregoing instrument this 4th day of August, 1998.

[Signature]
Notary Public

My commission expires: 3-21-99

Daniel Edward Verral II
Daniel Edward Verral II

STATE OF INDIANA)
) UNITED STATES OF AMERICA
) ss: August 5 1998
COUNTY OF MARION)

Before me, a Notary Public for Marion County, State of Indiana, personally appeared Daniel Edward Verral II, and acknowledged the execution of the foregoing instrument this 5th day of August, 1998.

[Signature]
Notary Public

My commission expires: 3-21-99