

07-22-2003



OFFICE OF PUBLIC RECORDS

102502801

7.18.03

FORM PTO-1595
1-31-92

2003 JUL 18 AM 10:07

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office**FINANCE SECTION RECORDATION FORM COVER SHEET 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):
Dennis W. Norton
Raymond C. Yao2. Name and address of receiving party(ies):
Eli Lilly and Company
Lilly Corporate Center
Indianapolis, Indiana 46285
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): March 04, 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 account

8. 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 SigningDonald R. Stuart
Signature7/15/2003
DateTotal number of pages including cover sheet, attachments, and document: 5

50,703

07/21/2003 LMEILLER 00000172 041529 60153513

01 FC:0021

80.00 DA



25212

PATENT TRADEMARK OFFICE

PATENT**REEL: 014298 FRAME: 0366**

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