

A/D581.40

08-22-2003

10/399206

4.11.03



09 Rec'd PCT/PTO 11 APR 2003

ttny Docket No. X-14458

record the attached original

To the Honorable Commissioner &
documents or copy thereof:

102531857

1. Name of conveying party(ies):

Cynthia Darshini Jesudason
Daniel Jon Sall
Freddie Craig Stevens
John Arnold WernerAdditional name(s) of conveying party(ies)
attached? () Yes (X) No

3. Nature of conveyance:

(X) Assignment () Merger
() Security Agreement () Change of Name
() OtherExecution Date: October 10, 2001

2. Name & address of receiving party(ies):

Name: Eli Lilly and Company

Internal Address: Patent Division

Street Address: Lilly Corporate Center

City: Indpls State: IN Zip: 46285

Additional name(s) & address(es) attached?

() Yes (X) No

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

If this document is being filed a 35 U.S.C. 371 application of PCT/US01/50666,
international filing date of the application is: **26 October 2001.**

A. Patent Application No.(s):

B. Patent No.(s):

Additional Numbers attached () Yes (X) No

5. Name and address of party to whom
correspondence concerning documents
should be mailed:Kimberly S. Rhoades
Eli Lilly and Company
Patent Division
P.O. Box 6288
Indianapolis, IN 46206-62886. Total number of applications and
patents involved: (X)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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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.Gilbert T. VoyName of Attorney Signing
Reg. No. 43,972Gilbert T. Voy
SignatureApr 11, 2003
Date

Total number of pages including cover sheet, attachments and document: (5)

"Express Mail" mailing label number EL832894505USDate of Deposit 4-11-03I hereby certify that this paper or fee is being deposited with the United States Postal Service
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15299206

ASSIGNMENT

WHEREAS we, Cynthia Darshini Jesudason, City of Indianapolis, County of Marion, State of Indiana; Daniel Jon Sall, City of Greenwood, County of Johnson, State of Indiana; Freddie Craig Stevens, City of Indianapolis, County of Marion, State of Indiana; and John Arnold Werner, City of Greenwood, County of Johnson, State of Indiana, have made an invention which is the subject of an international application under the Patent Cooperation Treaty ("PCT") patent application entitled 3-SUBSTITUTED OXINDOLE β 3 AGONISTS, containing 59 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 01/150666 filed 26 October 2001; 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.

10/10/2001
Date

Cynthia Darshini Jesudason
Cynthia Darshini Jesudason

UNITED STATES OF AMERICA

STATE OF INDIANA)
) ss:
COUNTY OF MARION)

Before me, a Notary Public for ^{Hendricks} Marion County, State of Indiana, personally appeared Cynthis Darshini Jesudason and acknowledged the execution of the foregoing instrument this 10th day of October, 2001.

Susan J. Buis
Notary Public

My commission expires:
Hendricks County
My Commission Expires
February 11, 2008

10/10/01
Date

Daniel Jon Sall
Daniel Jon Sall

UNITED STATES OF AMERICA

STATE OF INDIANA)
) ss:
COUNTY OF MARION)

Before me, a Notary Public for Marion County, State of Indiana, personally appeared Daniel Jon Sall and acknowledged the execution of the foregoing instrument this 10th day of October, 2001.

Renee Y. Edwards
Notary Public

My commission expires:

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

10/10/01

Date

Freddie Craig Stevens
 Freddie Craig Stevens

UNITED STATES OF AMERICA

STATE OF INDIANA)
) ss:
 COUNTY OF MARION)

Before me, a Notary Public for ^{Hendricks} Marion County, State of Indiana, personally appeared Freddie Craig Stevens and acknowledged the execution of the foregoing instrument this 10th day of October, 2001.

Susan L. Buis
 Notary Public

My commission expires:

Susan L. BuisHendricks CountyMy Commission Expires
February 11, 200810/10/01

Date

John Arnold Werner
 John Arnold Werner

UNITED STATES OF AMERICA

STATE OF INDIANA)
) ss:
 COUNTY OF MARION)

Before me, a Notary Public for ^{Hendricks} Marion County, State of Indiana, personally appeared John Arnold Werner and acknowledged the execution of the foregoing instrument this 10th day of October, 2001.

Susan L. Buis
 Notary Public

My commission expires:

Susan L. BuisHendricks CountyMy Commission Expires
February 11, 2008