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10/465972

12-24-2003

111 Rec'd PCT/PTO 26 JUN 2003
ny Docket No. X-14054

To the Honorable Commissioner for documents or copy thereof:



record the attached original

1. Name of conveying party(ies) 102632144 Name of receiving party(ies):

- a) Ana Belen Bueno Melendo 6-26-03
- b) Anne Hollins Dantzig
- a) Alfonso De Dios
- a) Carmen Dominguez-Fernandez
- c) Marc F. Herin
- a) Luisa Maria Martin-Cabrejas
- a) Jose Alfredo Martin

Name: Eli Lilly and Company
 Internal Address: Patent Division
 Street Address: Lilly Corporate Center
 City: Indpls State: IN Zip: 46285

Additional names of conveying parties attached? Yes-Page 2 () No

3. Nature of conveyance:
 Assignment () Merger
 Security Agreement () Change of Name
 Other
 Execution Date: a) November 21, 2001,
 b) November 12, 2001, c) December 20, 2001
 d) January 23, 2002

Additional name(s) & address(es) attached?
() Yes (X) No

4. Application number(s) or patent Number(s): 10465792

This document is being filed together with a 35 U.S.C. 371 application of PCT/US02/00488, international filing date of 09 January 2002.

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 46206-6288

6. Total number of applications and patents involved: (1)
 7. Total fee (37 CFR \$3.41) \$120.00 (\$40.00 per assignment)
 Enclosed
 Authorized to be charged to deposit account (along with any additional fees or the credit of any overpayment)
 8. Deposit account number: 05-0840

00000151 050840 10465972 DO NOT USE THIS SPACE
 40.00 DA

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.
Arvie J. Anderson
 Name of Attorney Signing Signature Date 6/25/03
 Reg. No. 45,263

Total number of pages including cover sheet, attachments and document: (14)

"Express Mail" mailing label number EL832894559US
 Date of Deposit 6-26-03

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. 1.10 on the date indicated above and is addressed to the Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

Queen Thomas
 Printed Name Signature

Mail documents to be recorded with required cover sheet information to:
 Commissioner for Patents & Trademarks, Mail Stop Assignments,
 P.O. Box 1450, Alexandria, VA 22313-1450

RECORDATION COVER SHEET

PATENTS ONLY Attny Docket No. X-14054

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

1. Name of conveying party(ies):

- b) James Allen Monn
- d) Maria Angeles Martinez-Grau
- a) Carlos Montero Salgado
- a) Concepcion Pedregal-Tercero
- b) Stephanie Ann Sweetana

ASSIGNMENT

WHEREAS we, Ana Belen Bueno; Alfonso de Dios; Carmen Dominguez-Fernandez; Luisa Maria Martin Cabrejas; Jose Alfredo Martin; Maria Angeles Martinez-Grau; Carlos Montero; Concepcion Pedregal-Tercero, have made an invention which is the subject of a PROVISIONAL PATENT APPLICATION, titled, PRODRUGS OF EXCITATORY AMINO ACIDS, filed October 16, 2001, as application Serial No. 60/329789 (hereinafter the "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 our entire right, title, and interest in the Application and in all inventions disclosed in the 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, the Application and in all inventions disclosed therein; all rights of priority thereto pursuant to the International Convention for the Protection of Industrial Property; 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.

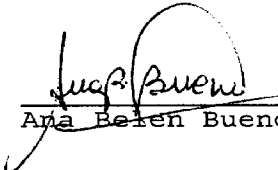
For ourselves and for our heirs, successors and legal representatives, we covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

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

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.

21-Nov-2001
Date



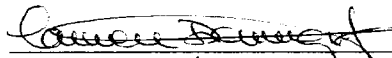
Ana Beren Bueno

November 21st, 2001
Date

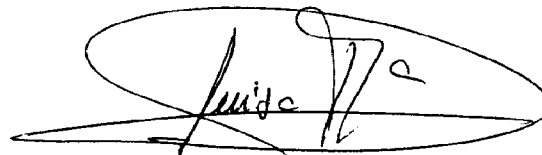


Alfonso de Dios

21-Nov-2001
Date


Carmen Dominguez-Fernandez

21-Nov-2001
Date

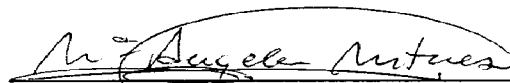

Luisa Maria Martin Cabrejas

21-Nov-2001
Date



Jose Alfredo Martin

January 23, 2002
Date



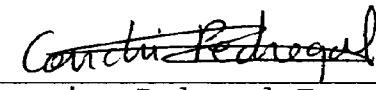
Maria Angeles Martinez-Grau

21 / Nov / 2001
Date



Carlos Montero

31 - Nov / 2001
Date



Concepcion Pedregal-Tercero

ASSIGNMENT

WHEREAS I, Marc Herin, have made an invention which is the subject of a PROVISIONAL PATENT APPLICATION, titled, PRODRUGS OF EXCITATORY AMINO ACIDS, filed October 16 2001, as application Serial No. 60/329789 (hereinafter the "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 our entire right, title, and interest in the Application and in all inventions disclosed in the 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, the Application and in all inventions disclosed therein; all rights of priority thereto pursuant to the International Convention for the Protection of Industrial Property; 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.

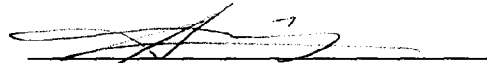
For ourselves and for our heirs, successors and legal representatives, we covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

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.

20 December 2001
Date



Marc Herin

ASSIGNMENT

WHEREAS we, David Scott Coffey, City of Indianapolis, County of Marion, State of Indiana; Anne Hollins Dantzig, City of Crawfordsville, County of Montgomery, State of Indiana; Kathleen Michele Hillgren, City of Indianapolis, County of Marion, State of Indiana; Steven Marc Massey, City of Indianapolis, County of Marion, State of Indiana; Eric David Moher, City of Indianapolis, County of Marion, State of Indiana; James Allen Monn, City of Indianapolis, County of Marion, State of Indiana; Steven Wayne Pedersen, City of Indianapolis, County of Marion, State of Indiana; Stephanie Ann Sweetana, City of Bloomington, County of Monroe, State of Indiana; Matthew John Valli, City of Zionsville, County of Boone, State of Indiana, have made an invention which is the subject of a PROVISIONAL PATENT APPLICATION, titled, PRODRUGS OF EXCITATORY AMINO ACIDS, filed October 16, 2001, as application Serial No. 60/329789 (hereinafter the "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 our entire right, title, and interest in the Application and in all inventions disclosed in the 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, the Application and in all inventions disclosed therein; all rights of priority thereto pursuant to the International Convention for the Protection of Industrial Property; 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.

11/12/01
Date

David Scott Coffey
David Scott Coffey

UNITED STATES OF AMERICA

STATE OF INDIANA)
) ss:
COUNTY OF MARION)

Before me, a Notary Public for Hendricks County, State of Indiana, personally appeared David Scott Coffey and acknowledged the execution of the foregoing instrument this 12th day of November, 2001.

Susan L. Buis
Notary Public

My Commission Expires
Susan L. Buis
Hendricks County
My Commission Expires
February 11, 2008

11/12/01
Date

Anne Hollins Dantzig
Anne Hollins Dantzig

UNITED STATES OF AMERICA

STATE OF INDIANA)
) ss:
COUNTY OF MARION)

Before me, a Notary Public for Hendricks County, State of Indiana, personally appeared Anne Hollins Dantzig and acknowledged the execution of the foregoing instrument this 12th day of November, 2001.

Susan L. Buis
Notary Public

My Commission Expires
Susan L. Buis
Hendricks County
My Commission Expires
February 11, 2008

12 Nov. 2001
Date

Kathleen Michele Hillgren
Kathleen Michele Hillgren

UNITED STATES OF AMERICA

STATE OF INDIANA)
COUNTY OF MARION) ss:

Before me, a Notary Public for Hendricks County, State of Indiana, personally appeared Kathleen Michele Hillgren and acknowledged the execution of the foregoing instrument this 12th day of November, 2001.

Susan L. Buis
Notary Public

My Commission Expires

Susan L. Buis
Hendricks County
My Commission Expires
February 11, 2008

11 | 12 | 01
Date

Steven Marc Massey
Steven Marc Massey

UNITED STATES OF AMERICA

STATE OF INDIANA)
COUNTY OF MARION) ss:

Before me, a Notary Public for Hendricks County, State of Indiana, personally appeared Steven Marc Massey and acknowledged the execution of the foregoing instrument this 12th day of November, 2001.

Susan L. Buis
Notary Public

My Commission Expires

Susan L. Buis
Hendricks County
My Commission Expires
February 11, 2008

11/2/2001

Date

Eric David Moher

Eric David Moher

UNITED STATES OF AMERICA

STATE OF INDIANA)
) ss:
COUNTY OF MARION)

Before me, a Notary Public for Hendricks County, State of Indiana, personally appeared Eric David Moher and acknowledged the execution of the foregoing instrument this 12th day of November, 2001.

Susan L. Buis
Notary Public

My Commission Expires

Susan L. Buis
Hendricks County
~~My Commission Expires~~
February 11, 2008

11-12-01
Date

James Allen Monn
James Allen Monn

UNITED STATES OF AMERICA

STATE OF INDIANA)
) ss:
COUNTY OF MARION)

Before me, a Notary Public for Hendricks County, State of Indiana, personally appeared James Allen Monn and acknowledged the execution of the foregoing instrument this 12th day of November, 2001.

Susan L. Buis
Notary Public

My Commission Expires

Susan L. Buis
Hendricks County
~~My Commission Expires~~
February 11, 2008

11-12-01
Date

Steven Wayne Pedersen
Steven Wayne Pedersen

UNITED STATES OF AMERICA

STATE OF INDIANA)
COUNTY OF MARION) ss:

Before me, a Notary Public for Hendricks County, State of Indiana, personally appeared Steven Wayne Pedersen and acknowledged the execution of the foregoing instrument this 12th day of November, 2001.

Susan L. Buis
Notary Public

My Commission Expires
Susan L. Buis
Hendricks County
My Commission Expires
February 11, 2008

Nov. 12, 2001
Date

Stephanie Ann Sweetana
Stephanie Ann Sweetana

UNITED STATES OF AMERICA

STATE OF INDIANA)
COUNTY OF MARION) ss:

Before me, a Notary Public for Hendricks County, State of Indiana, personally appeared Stephanie Ann Sweetana and acknowledged the execution of the foregoing instrument this 12th day of November, 2001.

Susan L. Buis
Notary Public

My Commission Expires
Susan L. Buis
Hendricks County
~~My Commission Expires~~
February 11, 2008

11/12/01

Date

Matthew John Valli
Matthew John Valli

UNITED STATES OF AMERICA

STATE OF INDIANA)
COUNTY OF MARION) ss:

Before me, a Notary Public for Hendricks County, State of Indiana, personally appeared Matthew John Valli and acknowledged the execution of the foregoing instrument this 12th day of November, 2001.

Susan L. Buis
Notary Public

My Commission Expires

Susan L. Buis
Hendricks County
My Commission Expires
February 11, 2008