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A/D 581-40

10/485619

RECORDATION COVER SHEET

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PATENTS ONLY Attny Docket No. X-15045

and Trademarks: Please record the attached original documents or copy thereof:

1. Name of conveying party(ies):

- a. Wolfgang GLAESNER
a. Rohn Lee MILLICAN, Junior
b. Lianshan ZHANG

Additional name(s) of conveying party(ies) 1-29-04
attached? () Yes (X) No

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

Name: ELI LILLY AND COMPANY

Internal Address: Patent Division

Street Address: P.O. Box 6288

City: Indianapolis State: Indiana Zip: 46206-6288

3. Nature of conveyance:

- (X) Assignment () Merger
() Security Agreement () Change of Name
() Other _____

Execution Date:

- a. August 6, 2002
b. August 12, 2002

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

- () Yes () No

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

This document is being filed with a 35 U.S.C. 371 application of PCT/US02/21324, international filing date of 14 August 2002.

A. Patent Application No.(s):

B. Patent No.(s):

10/485619

Additional Numbers attached () Yes () 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) \$ 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.

Gregory A. COX
Reg. No. 47,504

Date: 28 January 2004

Total number of pages including cover sheet, attachments and document: (3)

Certificate of Mailing

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner for Patents and Trademarks, P.O. Box 1450, Alexandria, VA 22313-1450, on the date appearing below.

ELI LILLY AND COMPANY

BY DATE 1-29-04

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

PATENT
REEL: 015488 FRAME: 0396

ASSIGNMENT

WHEREAS we, Wolfgang Glaesner and Rohn Lee Millican, Jr., both of the City of Indianapolis, County of Marion, State of Indiana, and Lianshan Zhing, of the City of Carmel, County of Hamilton, State of Indiana, have made an invention which is the subject of an international application under the Patent Cooperation Treaty ("PCT") patent application entitled Glucagon-Like Peptide-1 Analogs, containing 45 pages and 3 drawings, 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 02 / 21324, filed 14 AUGUST 2002; 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.

8-06-02
Date
8-6-02
Date
8-12-02
Date

Wolfgang Glaesner
Wolfgang Glaesner
Rohn Lee Millican, Jr.
Rohn Lee Millican, Jr.
Lianshan Zhang
Lianshan Zhang

UNITED STATES OF AMERICA

STATE OF INDIANA)
COUNTY OF MARION) ss: August 6, 2002

Before me, a Notary Public for Marion County, State of Indiana, personally appeared Wolfgang Glaesner and acknowledged the execution of the foregoing instrument this 6th day of August, 2002.

Kelly L. Ramsey
Notary Public

My commission expires:
10-30-2009

UNITED STATES OF AMERICA

STATE OF INDIANA)
COUNTY OF MARION) ss: August 6, 2002

Before me, a Notary Public for Marion County, State of Indiana, personally appeared Rohn Lee Millican, Jr. and acknowledged the execution of the foregoing instrument this 6th day of August, 2002.

Kelly L. Ramsey
Notary Public

My commission expires:
10-30-2009

UNITED STATES OF AMERICA

STATE OF INDIANA)
COUNTY OF MARION) ss: August 12, 2002

Before me, a Notary Public for Marion County, State of Indiana, personally appeared Lianshan Zhang and acknowledged the execution of the foregoing instrument this 12th day of August, 2002.

Kelly L. Ramsey
Notary Public

My commission expires:
10-30-2009