

10/497250

-App. 581/40

10/497250

DI 11 Rec'd PGT/P19 28 MAY 2004

RECORDATION COVER SHEET

PATENTS ONLY Attny Docket No. X-12571

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


1. Name of conveying party(ies):  
 a) David Kent Herron      b) Gerald Floyd Smith  
 b) Sajjan Joseph            d) Anne Louise Tebbe  
 c) Angela Lynn Marquart    c) Philip Parker Waid  
 d) John Joseph Masters      c) Michael Robert Wiley  
 c) David Mendel              c) Ying Kwong Yee

Additional name(s) of conveying party(ies) attached? ( ) Yes (X) No

2. Name & address of receiving party(ies):  
 Name: Eli Lilly and Company  
 Internal Address: Patent Division  
 Street Address: Lilly Corporate Center  
 City: Indianapolis      State: IN      Zip: 46285

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement             Change of Name  
 Other \_\_\_\_\_  
 Execution Date: a) November 15, 2002  
                           b) November 26, 2002  
                           c) November 25, 2002  
                           d) November 19, 2002

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

08-05-2004  
  
 102807269

4. Application number(s) or patent Number(s):  
 This document is being filed with a 35 U.S.C. 371 application of PCT/US02/36139, international filing date of 02 December 2002

A. Patent Application No.(s):  
 10/497250

B. Patent No.(s):  
 Additional Numbers attached       Yes  No

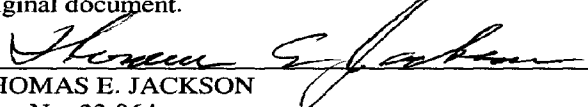
5. Name and address of party to whom correspondence concerning documents should be mailed:  
 Kimberly S. Rhoades  
 Eli Lilly and Company  
 Patent Division  
 P.O. Box 6288  
 Indianapolis, IN 46206-6288

6. Total number of applications and patents involved:                      (1)  
 7. Total fee (37 CFR §3.41) \$ 400.00 (\$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

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.

  
 THOMAS E. JACKSON                      28 May 2004  
 Reg. No. 33,064                              Date

Total number of pages including cover sheet, attachments and documents (21)

"Express Mail" mailing label number      EV 392094645 US

Date of Deposit      5-28-04

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                      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

ASSIGNMENT

WHEREAS we, David Kent Herron, Sajan Joseph, Angela Lynn Marquart, John Joseph Masters, David Mendel, Gerald Floyd Smith, Anne Louise Tebbe, Philip Parker Waid, Michael Robert Wiley, and Ying Kwong Yee have made an invention which is the subject of an international application under the Patent Cooperation Treaty ("PCT") patent application entitled SUBSTITUTED HETEROCYCLIC CARBOXAMIDES containing 96 pages and no drawings, which claims the benefit of U.S. Provisional Application No. 60/338,337, filed December 7, 2002, 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 application number and filing date when they become known:

PCT/US02/ 36139 filed 2 DECEMBER 2002 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 dates indicated below.

11/19/02  
Date

Anne Louise Tebbe  
Anne Louise Tebbe, Inventor

UNITED STATES OF AMERICA

STATE OF SOUTH CAROLINA )  
COUNTY OF Spartanburg ) ss:

Before me, a Notary Public for Spartanburg County, State of South Carolina, personally appeared Anne Louise Tebbe and acknowledged the execution of the foregoing instrument this 19th day of Nov, 2002.

Rita J. Vanderford  
Notary Public

My commission expires:

7-17-10

**ASSIGNMENT**

**WHEREAS** we, David Kent Herron, Sajan Joseph, Angela Lynn Marquart, John Joseph Masters, David Mendel, Gerald Floyd Smith, Anne Louise Tebbe, Philip Parker Waid, Michael Robert Wiley, and Ying Kwong Yee have made an invention which is the subject of an international application under the Patent Cooperation Treaty ("PCT") patent application entitled **SUBSTITUTED HETEROCYCLIC CARBOXAMIDES** containing 96 pages and no drawings, which claims the benefit of U.S. Provisional Application No. 60/338,337, filed December 7, 2002, 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 application number and filing date when they become known:

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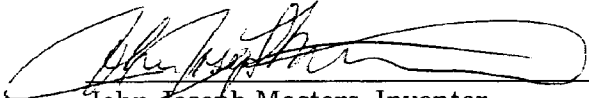
**NOW, THEREFORE**, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, we hereby sell, assign, transfer and set over unto Eli Lilly and Company, its successors and assigns (collectively "Lilly") our entire right, title and interest in, to and under the Application, 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.

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**IN WITNESS WHEREOF** we have executed this assignment on the dates indicated below.

19 November 2002  
Date

  
\_\_\_\_\_  
John Joseph Masters, Inventor

UNITED STATES OF AMERICA

STATE OF INDIANA            )  
  ) ss:  
COUNTY OF                    )

Before me, a Notary Public for \_\_\_\_\_ County, State of Indiana, personally appeared John Joseph Masters and acknowledged the execution of the foregoing instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

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IN WITNESS WHEREOF we have executed this assignment on the dates indicated below.

November 26, 2002  
Date

Gerald Floyd Smith  
Gerald Floyd Smith, Inventor

UNITED STATES OF AMERICA

STATE OF INDIANA            )  
  ) ss:  
COUNTY OF Marion        )

Before me, a Notary Public for Marion County, State of Indiana, personally appeared Gerald Floyd Smith and acknowledged the execution of the foregoing instrument this 26<sup>th</sup> day of November, 2002.

Michelle D. Hall  
Notary Public

My commission expires:

10/23/08

**Michelle D. Hall**  
**Notary Public**  
**State of Indiana**  
**County of Marion**  
**Commission Expires: 10/23/08**

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PCT/US02/36139, filed 2 December 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 dates indicated below.





**ASSIGNMENT**

WHEREAS we, David Kent Herron, Sajjan Joseph, Angela Lynn Marquart, John Joseph Masters, David Mendel, Gerald Floyd Smith, Anne Louise Tebbe, Philip Parker Waid, Michael Robert Wiley, and Ying Kwong Yee have made an invention which is the subject of an international application under the Patent Cooperation Treaty ("PCT") patent application entitled SUBSTITUTED HETEROCYCLIC CARBOXAMIDES containing 96 pages and no drawings, which claims the benefit of U.S. Provisional Application No. 60/338,337, filed December 7, 2002, 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 application number and filing date when they become known:

PCT/US02/36/39, filed 2 December 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;

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IN WITNESS WHEREOF we have executed this assignment on the dates indicated below.

11/26/02  
Date

Sajan Joseph  
Sajan Joseph, Inventor

UNITED STATES OF AMERICA

STATE OF INDIANA )  
COUNTY OF Marion ) ss:

Before me, a Notary Public for Marion County, State of Indiana, personally appeared Sajan Joseph and acknowledged the execution of the foregoing instrument this 26<sup>th</sup> day of November, 2002.

Michelle D. Hall  
Notary Public

My commission expires:  
10/23/08

**Michelle D. Hall**  
**Notary Public**  
**State of Indiana**  
**County of Marion**  
**Commission Expires: 10/23/08**

**ASSIGNMENT**

**WHEREAS** we, David Kent Herron, Sajan Joseph, Angela Lynn Marquart, John Joseph Masters, David Mendel, Gerald Floyd Smith, Anne Louise Tebbe, Philip Parker Waid, Michael Robert Wiley, and Ying Kwong Yee have made an invention which is the subject of an international application under the Patent Cooperation Treaty ("PCT") patent application entitled SUBSTITUTED HETEROCYCLIC CARBOXAMIDES containing 96 pages and no drawings, which claims the benefit of U.S. Provisional Application No. 60/338,337, filed December 7, 2002, 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 application number and filing date when they become known:

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