

RE 2/10/05

A/2 581-40

02-10-2005

10/505089  
DT15 Rec'd PG 7/PTO 17 AUG 2004

To the Honorable Commissioner of documents or copy thereof:



Patent Docket No. X-15329  
record the attached original

1. Name of conveying party(ies):

102937728

Name of receiving party(ies):

Scott Eugene Conner  
James Allen Knobelsdorf  
Nathan Bryan Mantlo  
Jeffrey Michael Schkeryantz  
Quanrong Shen  
Alan M. Warshawsky  
Guixin Zhu

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

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

3. Nature of conveyance:

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

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

Execution Date: February 11, 2003

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

This document is being filed together with a 35 U.S.C. 371, application of PCT/US03/02679, International filing date of 13 February 2003.

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) \$ 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

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.

MaCharri Vorndran-Jones  
Name of Attorney Signing  
Reg. No. 36,711

*MaCharri Vorndran-Jones*  
Signature

*8/17/2004*  
Date

Total number of pages including cover sheet, attachments and document: (6)

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Date of Deposit 17 Aug. 2004

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 Assistant Commissioner for Patents, Arlington, VA 22202.

Queen Thomas  
Printed Name

*Queen Thomas*  
Signature

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 22202

PATENT  
REEL: 016235 FRAME: 0194

**ASSIGNMENT**

**WHEREAS** we, Scott Eugene Conner, of the City of Elizabethtown, County of Bartholomew, James Allen Knobelsdorf, of the City of Noblesville, County of Hamilton, Nathan Bryan Mantlo, of the City of Brownsburg, County of Hendricks, Jeffrey Michael Schkervantz from the City of Fishers, County of Hamilton, Quanrong Shen from the City of Fishers, County of Hamilton, Alan M. Warshawsky from the City of Carmel, County of Hamilton, and Guoxin Zhu, of the City of Noblesville, County of Hamilton, and all of the State of Indiana have made an invention which is the subject of an international patent application under the Patent Cooperation Treaty ("PCT") entitled PEROXISOME PROLIFERATOR ACTIVATED RECEPTOR MODULATORS, containing 218 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 03 1 02679, filed 13 FEBRUARY 2003; 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.

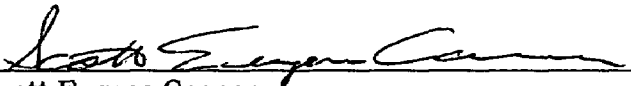
For ourselves and for our heirs, successors and legal representatives, we covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

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.

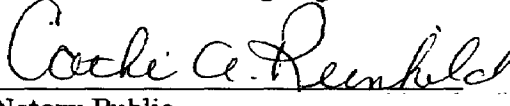
02-11-2003  
Date

  
Scott Eugene Conner

UNITED STATES OF AMERICA

STATE OF INDIANA )  
) ss: February 11, 2003  
COUNTY OF MARION )

Before me, a Notary Public for Hamilton County, State of Indiana, personally appeared Scott Eugene Conner and acknowledged the execution of the foregoing instrument this 11th day of February, 2003.

  
Notary Public

My commission expires:  
Resident of Hamilton County  
My Commission Expires:  
September 12, 2006

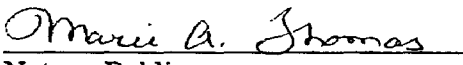
11 Feb 2003  
Date

  
James Allen Knobelsdorf

UNITED STATES OF AMERICA

STATE OF INDIANA )  
) ss: February 11, 2003  
COUNTY OF MARION )

Before me, a Notary Public for <sup>Marion</sup>Hamilton County, State of Indiana, personally appeared James Allen Knobelsdorf and acknowledged the execution of the foregoing instrument this 11th day of February, 2003.

  
Notary Public

My commission expires:  
**Marie A. Thomas, Notary Public**  
**Resident of Marion County**  
**My Commission Expires:**  
**February 10, 2009**

2/11/2003  
Date

Nathan Bryan Mantlo  
Nathan Bryan Mantlo

UNITED STATES OF AMERICA

STATE OF INDIANA )  
 ) ss: February 11, 2003  
COUNTY OF MARION )

Before me, a Notary Public for <sup>Marion</sup>~~Hamilton~~ County, State of Indiana, personally appeared Nathan Bryan Mantlo and acknowledged the execution of the foregoing instrument this 11th day of February, 2003.

Marie A. Thomas  
Notary Public

My commission expires:  
Marie A. Thomas, Notary Public  
Resident of Marion County  
My Commission Expires:  
February 10, 2009

2/11/2003  
Date

Jeffrey Michael Schkeryantz  
Jeffrey Michael Schkeryantz

UNITED STATES OF AMERICA

STATE OF INDIANA )  
 ) ss: February 11, 2003  
COUNTY OF MARION )

Before me, a Notary Public for Hamilton County, State of Indiana, personally appeared Jeffrey Michael Schkeryantz and acknowledged the execution of the foregoing instrument this 11th day of February, 2003.

Cathi A. Reinhold  
Notary Public

My commission expires:

Cathi A. Reinhold  
Resident of Hamilton County  
My Commission Expires:  
September 12, 2006

11 / Feb / 2003

Date

*Quanrong Shen*

Quanrong Shen

UNITED STATES OF AMERICA

STATE OF INDIANA )

) ss: February 11, 2003

COUNTY OF MARION )

Before me, a Notary Public for Hamilton County, State of Indiana, personally appeared Quanrong Shen and acknowledged the execution of the foregoing instrument this 11th day of February, 2003.

*Cathy A. Reinhold*

Notary Public

My commission expires:  
Cathy A. Reinhold  
Resident of Hamilton County  
My Commission Expires:  
September 12, 2006

2/11/2003

Date

*Alan M. Warshawsky*

Alan M. Warshawsky

UNITED STATES OF AMERICA

STATE OF INDIANA )

) ss: February 11, 2003

COUNTY OF MARION )

Before me, a Notary Public for <sup>Marion</sup> Hamilton County, State of Indiana, personally appeared Alan M. Warshawsky and acknowledged the execution of the foregoing instrument this 11th day of February, 2003.

*Marie A. Thomas*

Notary Public

My commission expires:

Marie A. Thomas, Notary Public  
Resident of Marion County  
My Commission Expires:  
February 10, 2009

2-11-03

*Guoxin Zhu*

Date

Guoxin Zhu

UNITED STATES OF AMERICA

STATE OF INDIANA )

) ss: February 11, 2003

COUNTY OF MARION )

Before me, a Notary Public for Hamilton County, State of Indiana, personally appeared **Guoxin Zhu** and acknowledged the execution of the foregoing instrument this ~~13th~~ <sup>11th</sup> day of February, 2003.

*Cathi A. Reinhold*  
Notary Public

My commission expires:

Cathi A. Reinhold  
Resident of Hamilton County  
My Commission Expires:  
September 12, 2006