

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

| Name                    | Execution Date |
|-------------------------|----------------|
| Alexander Glenn Godfrey | 12/07/1998     |
| Daniel Timothy Kohlman  | 12/07/1998     |
| John Cunningham O'Toole | 12/07/1998     |
| Yao-Chang Xu            | 12/07/1998     |
| Tony Yantao Zhang       | 12/07/1998     |

RECEIVING PARTY DATA

|                 |                        |
|-----------------|------------------------|
| Name:           | Eli Lilly and Company  |
| Street Address: | Lilly Corporate Center |
| City:           | Indianapolis           |
| State/Country:  | INDIANA                |
| Postal Code:    | 46285                  |

PROPERTY NUMBERS Total: 1

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 10419063 |

CORRESPONDENCE DATA

Fax Number: (949)760-9502

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (949) 760-0404

Email: efiling@kmob.com

Correspondent Name: Knobbe Martens Olson & Bear LLP

Address Line 1: 2040 Main Street

Address Line 2: Fourteenth Floor

Address Line 4: Irvine, CALIFORNIA 92614

NAME OF SUBMITTER:

Rose M. Thiessen

Total Attachments: 3

PATENT

REEL: 016528 FRAME: 0255

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ASSIGNMENT

WHEREAS we, Alexander Glenn Godfrey, of the city of Greenwood, county of Johnson, Daniel Timothy Kohlman, John Cunningham O'Toole, Tony Yantao Zhang, all of the city of Indianapolis, county of Marion, and Yao-Chang Xu of the city of Fishers, county of Hamilton, all of the state of Indiana have made an invention which is the subject of an application for Letters Patent of the United States ("Application") entitled ARYLPiPERAZINES HAVING ACTIVITY AT THE SEROTONIN 1A RECEPTOR which has been executed by us on the 7<sup>th</sup> day of DECEMBER, 1998; 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 the sum of one dollar (\$1.00) and other 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.

7th IN WITNESS WHEREOF we have executed this assignment on the day of DECEMBER, 1998.

Alexander Glenn Godfrey  
Alexander Glenn Godfrey

Daniel Timothy Kohlman  
Daniel Timothy Kohlman

John Cunningham O'Toole  
John Cunningham O'Toole

Yao-Chang Xu  
Yao-Chang Xu

Tony Yantao Zhang  
Tony Yantao Zhang

## UNITED STATES OF AMERICA

STATE OF INDIANA )  
COUNTY OF MARION )  
HAMILTON )

SS: December 7, 1998

Before me, a Notary Public for MARION County, State of Indiana, personally appeared Alexander Glenn Godfrey, Daniel Timothy Kohlman, John Cunningham O'Toole, Yao-Chang Xu and Tony Yantao Zhang and acknowledged the execution of the foregoing instrument this 7th day of November 1998.

DECEMBER

My commission expires:

AUGUST 6, 2006

Debra K. White  
Notary Public - DEBRA K. WHITE  
RESIDENT OF MARION CO., IN

RECEIPT

Title : ARYLPIPERAZINES HAVING ACTIVITY  
AT THE SEROTONIN 1<sub>A</sub> RECEPTOR

Docket No. : X-11334

Received by each of us from Eli Lilly and Company,  
of Indianapolis, Indiana, the sum of one dollar (\$1.00) and  
other good and valuable considerations, in consideration of  
the assignment to Eli Lilly and Company of the entire right,  
title and interest in, to and under the above-identified  
application for Letters Patent of the United States, including  
all priority rights for other countries arising therefrom, all  
inventions therein disclosed, and any and all Letters Patent  
of the United States and of all other countries which may be  
granted for the said inventions, or any of them.

|   |                        |
|---|------------------------|
| <u>Alexander Glenn Godfrey</u><br>Alexander Glenn Godfrey | <u>12/7/98</u><br>Date |
| <u>Daniel Timothy Kohlman</u><br>Daniel Timothy Kohlman   | <u>12/7/98</u><br>Date |
| <u>John Cunningham O'Toole</u><br>John Cunningham O'Toole | <u>12/7/98</u><br>Date |
| <u>Yao-Chang Xu</u><br>Yao-Chang Xu                       | <u>12/7/98</u><br>Date |
| <u>Tony Yantao Zhang</u><br>Tony Yantao Zhang             | <u>12/7/98</u><br>Date |