

A 10581-40

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RECORDA



ocket No. X-15600

or copy thereof:

To the Honorable Commissioner for Patents and Trademarks:

1. Name of conveying party(ies):

Albert Kudzovi Amegadzie  
Kevin Matthew Gardinier  
Erik James Hembre  
Jian Eric Hong  
Louis Nikolaus Jungheim  
Brian Stephen Muehl  
David Michael Remick  
Michael Alan Robertson  
Kenneth Allen Savin

103033738

DT01 Rec'd PCT/PTO 20 OCT 2004

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: January 20, 2003

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

This document is being filed with a 35 U.S.C. 371 application of PCT/US03/10682, international filing date 22 April 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

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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.

*Manisha A. Desai*  
Manisha A. Desai  
Reg. No. 43,585

*20 October 2004*  
Date

Total number of pages including cover sheet, attachments and documents (4)

"Express Mail" mailing label number EL832893672US

Date of Deposit 10-20-04

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  
Printed Name

*Queen Thomas*  
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

PATENT  
REEL: 016733 FRAME: 0371

**ASSIGNMENT**

**WHEREAS** we, ALBERT KUDZOVI AMEGADZIE, of the City of Indianapolis, County of Marion; KEVIN MATTHEW GARDINIER, of the City of Indianapolis, County of Marion; ERIK JAMES HEMBRE, of the City of Indianapolis, County of Marion; JIAN ERIC HONG, of the City of Carmel, County of Hamilton; LOUIS NICKOLAUS JUNGHEIM, of the City of Indianapolis, County of Marion; BRIAN STEPHEN MUEHL, of the City of Greenwood, County of Johnson; DAVID MICHAEL REMICK, of the City of Fishers, County of Hamilton; MICHAEL ALAN ROBERTSON, of the City of Indianapolis, County of Marion; and KENNETH ALLEN SAVIN of the City of Indianapolis, County of Marion, all of the State of Indiana, have made an invention which is the subject of a PROVISIONAL PATENT APPLICATION, titled, **TACHYKININ RECEPTOR ANTAGONISTS**, as application Serial No. 60/376,121, filed April 26, 2002 (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.

May 7, 2002

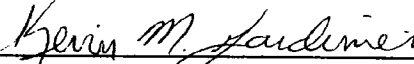
Date



Albert Kudzovi Amegadzie

May 7, 2002

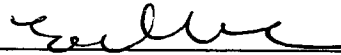
Date



Kevin Matthew Gardinier

MAY 7, 2002

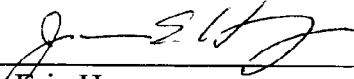
Date



Erik James Hembre

May 7, 2002

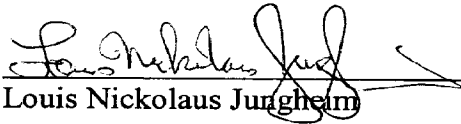
Date



Jian Eric Hong

May 29, 2002

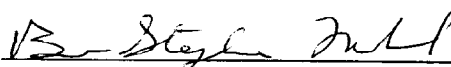
Date



Louis Nickolaus Jungheim

May 7, 2002

Date



Brian Stephen Muehl

May 7, 2002

Date



David Michael Remick

5/7/02  
Date

Michael Alan Robertson  
Michael Alan Robertson

5/7/02  
Date

Kenneth Allen Savin  
Kenneth Allen Savin

UNITED STATES OF AMERICA

STATE OF INDIANA        )  
                                  ) ss: May 7, 2002  
COUNTY OF MARION     )

Before me, a Notary Public for Marion County, State of Indiana, personally appeared ALBERT KUDZOVI AMEGADZIE, KEVIN MATTHEW GARDINIER, ERIK JAMES HEMBRE, JIAN ERIC HONG, BRIAN STEPHEN MUEHL, DAVID MICHAEL REMICK, MICHAEL ALAN ROBERTSON, and KENNETH ALLEN SAVIN and acknowledged the execution of the foregoing instrument this 7th day of May, 2002.

Marie A. Thomas  
Notary Public

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

UNITED STATES OF AMERICA

STATE OF INDIANA        )  
                                  ) ss: May 29, 2002  
COUNTY OF MARION     )

Before me, a Notary Public for Marion County, State of Indiana, personally appeared LOUIS NICKOLAUS JUNGHEIM and acknowledged the execution of the foregoing instrument this 29th day of May, 2002.

Marie A. Thomas  
Notary Public

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