

12-23-2005

10/540330
009 Rec'd PCT/PTO 21 JUN 2005
ONLY Attny Docket No. X-15710
ed original documents or copy thereof:
ress of receiving party(ies):



103143615

To the Honorable Commissioner for Patents

1. Name of conveying party(ies):

- (a) MANTLO, Nathan Bryan
- (a) WANG, Xiaodong
- (b) ZHU, Guoxin

Name: Eli Lilly and Company

Internal Address: Patent Division

Street Address: Lilly Corporate Center

City: Indianapolis 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: (a) 04 February 2004
(b) 05 February 2004

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

This document is being filed with a 35 U.S.C. 371 application of PCT/US2003/039118, international filing date of 31 December 2003 (31.12.03).

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

21 June 2005
Date

MaCharri Vorndran-Jones
Reg. No. 36,711

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

"Express Mail" mailing label number EL 832895276 US

Date of Deposit *21 June 2005*

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

06.21.05

06/28/2005 LLANDGRA 00000074 050840 10540330
01 FC:8021 40.00 DA

RECORDATION COVER SHEET

PATENTS ONLY Attny Docket No. X-15710

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

<p>1. Name of conveying party(ies): (a) MANTLO, Nathan Bryan (a) WANG, Xiaodong (b) ZHU, Guoxin</p> <p>Additional name(s) of conveying party(ies) attached? () Yes (x) No</p>	<p>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</p>
<p>3. Nature of conveyance: (x) Assignment () Merger () Security Agreement () Change of Name () Other _____ Execution Date: (a) 04 February 2004 (b) 05 February 2004</p>	<p>Additional name(s) & address(es) attached? () Yes (X) No</p>

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

This document is being filed with a 35 U.S.C. 371 application of PCT/US2003/039118, international filing date of 31 December 2003 (31.12.03).

A. Patent Application No.(s): _____ B. Patent No.(s): _____

Additional Numbers attached () Yes (x) No

<p>5. Name and address of party to whom correspondence concerning documents should be mailed:</p> <p>Kimberly S. Rhoades Eli Lilly and Company Patent Division P.O. Box 6288 Indianapolis, IN 46206-6288</p>	<p>6. Total number of applications and patents involved: (1)</p> <p>7. Total fee (37 CFR §3.41) \$ 40.00 (\$40.00 per assignment)</p> <p>() Enclosed (X) Authorized to be charged to deposit account (along with any additional fees or the credit of any overpayment)</p> <p>8. Deposit account number: 05-0840</p>
---	---

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 _____ Date 21 June 2005
 MaCharri Vorndran-Jones _____
 Reg. No. 36,711

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

"Express Mail" mailing label number EL 832895276 US

Date of Deposit 21 June 2005

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 I, am an inventor or co-inventor (with the persons listed below) of an invention that is the subject of a patent application ("Application") which is entitled **THIOPHENE DERIVATIVE PPAR MODULATORS**, containing 137 pages and 0 drawings, and which:

- is being filed:
- was filed:
 - in the United States Patent and Trademark Office
 - in the United Kingdom Patent Office
 - in the European Patent Office
- as an international application under the Patent Cooperation Treaty ("PCT"), with:
 - United States Patent and Trademark Office acting as Receiving Office, or
 - International Bureau acting as Receiving Office;

on DECEMBER 31, 2003 and accorded serial number PCT/US03/39118;

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 my employment, any agreements related thereto, or other good and valuable consideration, the receipt of which is hereby acknowledged, I hereby assign to Eli Lilly and Company, its successors and assigns (collectively "Lilly") my 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 any country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications filed under the PCT, United States provisional patent applications, subsequent United States provisional patent applications claiming some or all of this invention, 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; and any 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 me had this Assignment and sale to Lilly not been made.

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

For myself and for my heirs, successors and legal representatives, I further covenant and agree with Lilly that upon request I 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 me 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 I have executed this assignment on the date indicated below.

2/4/2004
Date

Nathan Bryan Mantlo
NATHAN BRYAN MANTLO
7325 East County Road 800 North
Brownsburg, IN 46112
U.S. Citizenship

UNITED STATES OF AMERICA
STATE OF INDIANA)
COUNTY OF Marion) SS:

Before me, a Notary Public for Marion County, State of Indiana, personally appeared NATHAN BRYAN MANTLO and acknowledged the execution of the foregoing instrument this 04 day of February, 2004.



Commission Expires:

Rea Shead
Notary Public
Rea Shead
Resident of Marion County
My Commission Expires:
- October 20, 2008 -

ASSIGNMENT

WHEREAS I, am an inventor or co-inventor (with the persons listed below) of an invention that is the subject of a patent application ("Application") which is entitled **THIOPHENE DERIVATIVE PPAR MODULATORS**, containing 137 pages and 0 drawings, and which:

- is being filed:
- was filed:
 - in the United States Patent and Trademark Office
 - in the United Kingdom Patent Office
 - in the European Patent Office
- as an international application under the Patent Cooperation Treaty ("PCT"), with:
 - United States Patent and Trademark Office acting as Receiving Office, or
 - International Bureau acting as Receiving Office;

on DECEMBER 31, 2003 and accorded serial number PCT/US03/39118;

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 my employment, any agreements related thereto, or other good and valuable consideration, the receipt of which is hereby acknowledged, I hereby assign to Eli Lilly and Company, its successors and assigns (collectively "Lilly") my 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 any country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications filed under the PCT, United States provisional patent applications, subsequent United States provisional patent applications claiming some or all of this invention, 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; and any 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 me had this Assignment and sale to Lilly not been made.

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

For myself and for my heirs, successors and legal representatives, I further covenant and agree with Lilly that upon request I 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 me 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 I have executed this assignment on the date indicated below.

2/4/04

Date

XIAODONG WANG
14066 Honey Tree Drive
Carmel, IN 46032
China P.R. Citizenship

UNITED STATES OF AMERICA

STATE OF INDIANA)

) SS:

COUNTY OF Marion)

Before me, a Notary Public for Marion County, State of Indiana, personally appeared **XIAODONG WANG** and acknowledged the execution of the foregoing instrument this 04 day of February, 2004.



Commission Expires:

Rea Sneed
Notary Public

Rea Sneed
Resident of Marion County
My Commission Expires:
October 20, 2009

