

04-25-2006

10/575502



10581/60 PATENTS 11 APR 2006

RECORD

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PATENTS ONLY Attny Docket No. X-16327

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

21.11.06

1. Name of conveying party(ies):
 a) Traci Jo Barron, b) Andrew Christopher Burroughs, and
 c) David William Hixson
 Additional name(s) of conveying party(ies)
 attached? () Yes (X) No

2. Name & address of receiving party(ies):
 Name: IDEO PRODUCT DEVELOPMENT INC.
 Internal Address:
 Street Address: 630 Davis Street
 City: Evanston State: IL Zip: 60201

3. Nature of conveyance:
 (X) Assignment () Merger
 () Security Agreement () Change of Name
 () Other _____
 Execution Date: a, b) 05 April 2004; and c) 20 February 2004

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

4. Application number(s) or patent Number(s):
 This document is being filed together with a U.S.C. 371 application of PCT/US2004/032304, international filing date of 15 October 2004 (15.10.2004).
 A. Patent Application No.(s): B. Patent No.(s): **10575502**
Additional Numbers attached () Yes (X) No

5. Name and address of party to whom correspondence concerning documents should be mailed:
 Linda M. Durbin
 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.

Edward J. Prein
 Edward J. Prein Date April 11, 2006
 Reg. No. 37,212

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

"Express Mail" mailing label number EV 393128685 US

Date of Deposit APR. 11, 2006

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.

Green Thomas *Green 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

04/21/2006 GFREY1 00000040 050840 10575502
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ASSIGNMENT

WHEREAS we, Andrew Christopher Burroughs, Traci Jo Barron and David William Hixson, have made an invention which is the subject of a PROVISIONAL PATENT APPLICATION titled, FIXED DOSE MEDICATION DISPENSING DEVICE, filed with the United States Patent and Trademark Office on October 16, 2003, as application Serial No. 60/511,735 (hereinafter the "Application");

WHEREAS IDEO PRODUCT DEVELOPMENT INC., a Michigan corporation having a place of business at 630 Davis Street, Evanston, Illinois 60201, 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 IDEO PRODUCT DEVELOPMENT INC., its successors and assigns (collectively "IDEO") our entire right, title and interest in, to and under 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 IDEO 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 IDEO 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 IDEO that upon request we and they will, without further consideration than that now paid, but at the expense of IDEO: (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 IDEO 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 IDEO, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to IDEO or its

UNITED STATES OF AMERICA

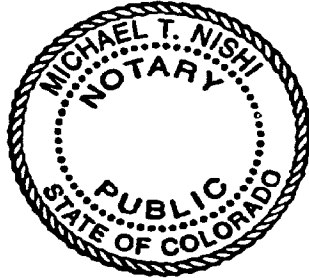
STATE OF Colorado)
) ss:
COUNTY OF Boulder)

Before me, a Notary Public for Boulder County, State of Colorado, personally appeared **DAVID WILLIAM HIXSON** and acknowledged the execution of the foregoing instrument this 20th day of February, 2004.

Michael T. Nishi
Notary Public

My commission expires:

6/24/06



ASSIGNMENT

WHEREAS IDEO PRODUCT DEVELOPMENT INC., a Michigan corporation having a place of business at 630 Davis Street, Evanston, Illinois 60201 ("IDEO") has been assigned by Andrew Christopher Burroughs, Traci Jo Barron and David William Hixson the right, title and interest in an invention which is the subject of a Provisional Patent Application titled FIXED DOSE MEDICATION DISPENSING DEVICE, filed with the United States Patent and Trademark Office on October 16, 2003, as application Serial No. 60/511,735 (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 the 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, IDEO hereby sells, assigns, transfers and sets over unto Eli Lilly and Company, its successors and assigns (collectively "Lilly") its entire right, title and interest in, to and under 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 IDEO had this Assignment and sale to Lilly not been made.

For itself and for its successors and legal representatives, IDEO covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

For itself and for its successors and legal representatives, IDEO further covenants and agrees with Lilly that upon request IDEO 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 IDEO 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 IDEO has caused this assignment to be executed on the date indicated below.

IDEO PRODUCT DEVELOPMENT INC.

5 April 04
Date

By: Craig Sampson

Printed: CRAIG SAMPSON

Title: DIRECTOR

UNITED STATES OF AMERICA

STATE OF Illinois)
COUNTY OF Cook) ss:

Before me, a Notary Public for Cook County, State of Illinois, personally appeared CRAIG SAMPSON and acknowledged the execution on behalf of IDEO of the foregoing instrument this 5th day of April, 2004.

My commission expires:

5-15-2006

Mary D. Marco
Notary Public

