

101576762

RE

05-02-2006

APR 21 2006
thy Docket No. X-15050

To the Honorable Commissioner for Patents and Trad

1. Name of conveying party(ies):

See Attached

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

103229795

Name: Eli Lilly and Company

Patent Division

Lilly Corporate Center

City: Indianapolis

State: IN

Zip: 46285

3. Nature of conveyance:

- (x) Assignment () Merger
 () Security Agreement () Change of Name
 () Other

Execution Date: See Attached

Additional name(s) & address(es) attached?

- () Yes (X) No

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

This document is being filed with a 35 U.S.C. 371 application of PCT/US2004/038226, international filing date of 06 December 2004

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:

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) \$80.00
(\$40.00 per assignment)

- () Enclosed
 (X) Authorized to be charged to deposit account (along with
 any additional fees or the credit of any overpayment)

04/28/2006 MKAYPAGH 00000093 050840 10576762

04 FC:8021 40.00 DA

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.

R. Craig Tucker
 Reg. No. 45,165

Date

Total number of pages including cover sheet, attachments and documents (8)

"Express Mail" mailing label number EL 832895611 US

Date of Deposit APR 21, 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.

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: 017828 FRAME: 0373

10 15 76 7 62

2012 Rec'd PCT/PTC 21 APR 2006

Docket No. X-15050

Daniel Timothy Kohlman	16 March 2004
Yao-Chang Xu	07 April 2004
Bai-Ping Ying	16 March 2004
Deyi Zhang	15 March 2004
Frantz Victor	02 December 2004

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 **SUBSTITUTED (4-AMINOCYCLOHEXEN-1-YL)PHENYL AND (4-AMINOCYCLOHEXEN-1-YL)PYRIDINYL COMPOUNDS AS 5-HT1F AGONISTS**, containing 53 pages and 0 drawings, and which:

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 ☐ in the Spanish Patent Office as a European Application

- ☐ 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 / and accorded serial number / ;

and 17 December 2003 60/530,463

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.

3/16/04
Date

Daniel Timothy Kohlman
Daniel Timothy Kohlman
6281 East Old Otto Court
Camby, Indiana 46113
Citizenship: United States

3/16/04
Date

B. P. Ying
Bai-Ping Ying
7717 Hidden Ridge
Fishers, Indiana 46038
Citizenship: United States

UNITED STATES OF AMERICA

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public for Marion County, State of Indiana, personally appeared **Daniel Timothy Kohlman** and **Bai-Ping Ying**, and acknowledged the execution of the foregoing instrument this 16th day of March, 2004.

[Signature]
Notary Public

Commission Expires:

BILLIE L. BANKS, Notary Public
My Commission Expires: May 13, 2008
Resident of Marion County

IN WITNESS WHEREOF I have executed this assignment on the date indicated below.

4/7/2004

Date

Yao-Chang Xu

Yao-Chang Xu
10815 Timber Springs Drive East
Fishers, Indiana 46038
Citizenship: United States

UNITED STATES OF AMERICA

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public for Marion County, State of Indiana, personally appeared
Yao-Chang Xu, and acknowledged the execution of the foregoing instrument this 7th day of
~~March~~, 2004.

April

Billie L. Banks
Notary Public

Commission Expires:

BILLIE L. BANKS, Notary Public
My Commission Expires: May 13, 2008
Resident of Marion County

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6281 East Old Otto Court
Camby, Indiana 46113
Citizenship: United States

Date

Yao-Chang Xu
10815 Timber Springs Drive East
Fishers, Indiana 46038
Citizenship: Canada

3/15/2004
Date

~~_____
Frantz Victor
4855 North Tuxedo Street
Indianapolis, Indiana 46205
Citizenship: United States~~

Date

Bai-Ping Ying
7717 Hidden Ridge
Fishers, Indiana 46038
Citizenship: United States

3/15/2004
Date

~~_____
Deyi Zhang
1372 Kirklees Drive
Carmel, Indiana 46032
Citizenship: United States~~

UNITED STATES OF AMERICA

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public for Marion County, State of Indiana, personally appeared ~~Daniel Timothy Kohlman, Yao-Chang Xu, Frantz Victor, Bai-Ping Ying and Deyi Zhang~~, and acknowledged the execution of the foregoing instrument this 15th day of March, 2004.

BILLIE L. BANKS, Notary Public
My Commission Expires: May 13, 2008
Resident of Marion County
Commission Expires:

~~_____
Notary Public~~

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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 **SUBSTITUTED (4-AMINOCYCLOHEXEN-1-YL)PHENYL AND (4-AMINOCYCLOHEXEN-1-YL)PYRIDINYL COMPOUNDS AS 5-HT1F AGONISTS**, containing 53 pages and 0 drawings, and which:

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 ☐ International Bureau acting as Receiving Office;
 on / and accorded serial number /____;

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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.

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PATENT

REEL: 017828 FRAME: 0379

IN WITNESS WHEREOF I have executed this assignment on the date indicated below.

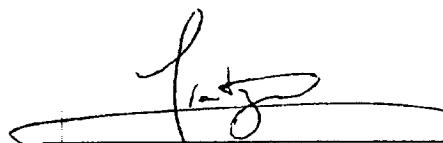
Daniel Timothy Kohlman
6281 East Old Otto Court
Camby, Indiana 46113
Citizenship: United States

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10815 Timber Springs Drive East
Fishers, Indiana 46038
Citizenship: United States

Bai-Ping Ying
7717 Hidden Ridge
Fishers, Indiana 46038
Citizenship: United States

Deyi Zhang
1372 Kirklees Drive
Carmel, Indiana 46032
Citizenship: United States

12/02/2004
Date

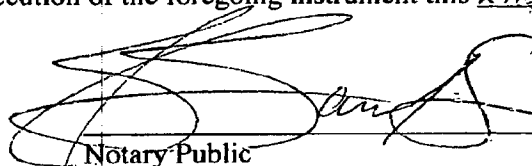


Frantz Victor
4855 North Tuxedo Street
Indianapolis, Indiana 46205
Citizenship: United States

UNITED STATES OF AMERICA

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public for Marion County, State of Indiana, personally appeared **Victor Frantz**, and acknowledged the execution of the foregoing instrument this 2nd day of December, 2004.



Notary Public

Commission Expires:

BILLIE L. BANKS, Notary Public
My Commission Expires: May 13, 2008
Resident of Marion County

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Yao-Chang Xu

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PATENT

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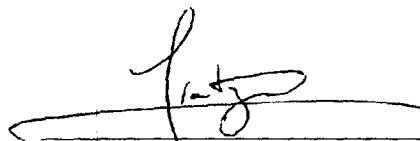
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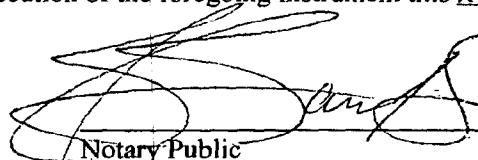


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