

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	ASSIGNMENT								
CONVEYING PARTY DATA									
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Mark Anthony Butchko</td><td>02/27/2006</td></tr><tr><td>Alain Merschaert</td><td>01/25/2006</td></tr><tr><td>Kenneth Philip Moder</td><td>02/27/2006</td></tr></tbody></table>	Name	Execution Date	Mark Anthony Butchko	02/27/2006	Alain Merschaert	01/25/2006	Kenneth Philip Moder	02/27/2006	
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Mark Anthony Butchko	02/27/2006								
Alain Merschaert	01/25/2006								
Kenneth Philip Moder	02/27/2006								
RECEIVING PARTY DATA									
Name:	Eli Lilly and Company								
Street Address:	Lilly Corporate Center								
Internal Address:	Patent Division								
City:	Indianapolis								
State/Country:	INDIANA								
Postal Code:	46285								
PROPERTY NUMBERS Total: 1									
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>11275613</td></tr></tbody></table>	Property Type	Number	Application Number:	11275613					
Property Type	Number								
Application Number:	11275613								
CORRESPONDENCE DATA									
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
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ATTORNEY DOCKET NUMBER:	X-17209								
NAME OF SUBMITTER:	Linda M. Durbin								
Total Attachments: 3 source=X17209Assignment#page1.tif									

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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 IMPROVED PROCESS FOR THE ASYMMETRIC SYNTHESIS OF DULOXETINE, containing 12 pages and 0 drawings, and which:

is being filed:

X was filed:

- ☒ in the United States Patent and Trademark Office
- ☐ in the United Kingdom Patent Office
- ☐ in the European Patent Office
- ☐ 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 January 19, 2006 and accorded serial number 11,275,613

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.

27-Feb-2006

Date

Mark A. Butchko

Mark Anthony BUTCHKO
952 E. Clinton Street
Frankfort, IN 46041
Citizenship: US


UNITED STATES OF AMERICA

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)


Before me, a Notary Public for TIPPECANOE County, State of Indiana, personally appeared Mark Anthony BUTCHKO and acknowledged the execution of the foregoing instrument this 27TH day of FEBRUARY, 2006.

Ashley Martin
Notary Public
Commission Expires: 01/28/09

JAN 25, 2006
Date


Alain MERSCHAERT
Parc Scientifique de Louvain-la-Neuve
Rue Granbonpre 11
Mont Saint Guibert B1348
Belgium
Citizenship: BE

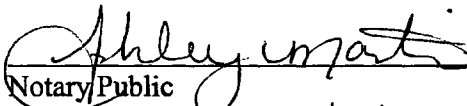
2-27-06
Date


Kenneth Philip MODER
160 Drury Lane
West Lafayette, IN 47906
Citizenship: US

UNITED STATES OF AMERICA

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, a Notary Public for TIPPECANOE County, State of Indiana,
personally appeared Kenneth Philip MODER and acknowledged the execution of the
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