

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Matthew Colin Thor Fyfe	02/09/2004
Lisa Sarah Gardner	02/11/2004
Masao Nawano	02/25/2004
Martin James Procter	02/09/2004
Geoffrey Martin Williams	02/09/2004
David Witter	03/09/2004
Kosuke Yasuda	02/25/2004
Arlindo L. Castelhana	03/04/2004
Chrystelle Marie Rasamison	02/11/2004

RECEIVING PARTY DATA

Name:	OSI Pharmaceuticals, Inc.
Street Address:	58 South Service Road
City:	Melville
State/Country:	NEW YORK
Postal Code:	11747

Name:	Tanabe Seiyaku Co., Ltd.
Street Address:	2-10 Dosho-machi 3-chome
City:	Chuo-ku, Osaka
State/Country:	JAPAN
Postal Code:	541-8505

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	10776559

CORRESPONDENCE DATA

CH \$40.00 10776559

500215860

PATENT
REEL: 018830 FRAME: 0438

Fax Number: (317)276-3861

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: patents@lilly.com

Correspondent Name: Eli Lilly and Company/ Linda Durbin

Address Line 1: P.O. Box 6288

Address Line 2: Patent Division

Address Line 4: Indianapolis, INDIANA 46206-6288

ATTORNEY DOCKET NUMBER:

X-17600

NAME OF SUBMITTER:

Linda M. Durbin

Total Attachments: 14

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ASSIGNMENT

WHEREAS, We, Arlindo CASTELHANO; Matthew Colin Thor FYFE; Lisa Sarah GARDNER; Masao NAWANO; Martin James PROCTER; Geoffrey Martin WILLIAMS; David WITTER; and Kosuke YASUDA (hereinafter designated as the Undersigned individually and together) have invented an invention entitled: "Tri (Cyclo) Substituted Amide Glucokinase Activator Compounds", for which we filed a provisional patent application in the United States of America on February 11, 2003 (Serial No. 60/446,682); and on October 20, 2003 (Serial No. 60/512,826).

WHEREAS, OSI PHARMACEUTICALS, INC., of 58 South Service Road, Melville, New York 11747 U.S.A. and TANABE SEIYAKU CO., LTD. Of 2-10, Dosho-machi 3-chome, Chuo-ku, Osaka 541-8505 Japan (hereinafter designated collectively as the Assignee) are desirous of acquiring the entire right, title and interest in and to this invention, and in and to any Patent(s) that may be granted therefor in all countries of the world, including the United States of America;

NOW THEREFORE, for valuable consideration to the Undersigned, the receipt and adequacy of which from the Assignee is hereby acknowledged, the Undersigned hereby sell, assign and transfer unto the Assignee, its lawful successors and assigns the entire and exclusive right, title and interest to this invention; and to any Patent(s) claiming priority to any of the above patent applications that may be granted therefor in the United States of America, any other countries in the world and their territories, dependencies and possessions; and to any and all divisions, reissues, continuations, conversions, re-examinations and extensions thereof for the full term or terms for which the same may be granted; and to the right to claim priority from said provisional application in all countries including under the Paris Convention for the Protection of Industrial Property or similar treaties and agreements.

The Undersigned agree to execute all lawful papers necessary in connection with this provisional application and any regular, continuing, divisional, conversion, re-examination or reissue applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient; and to execute all papers necessary in connection with any interference which may be declared concerning this provisional application or regular, continuing, divisional, conversion or reissue thereof or Patent(s) or reissue patent issued thereon; and to cooperate with the Assignee in every way possible in obtaining and producing evidence and proceeding with such interference.

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invention.

The Undersigned hereby authorize and request the Patent and Trademark Office Officials in the United States of America and in any other countries to issue any and all Patents resulting from said provisional application, or any regular, continuing, divisional, conversion, re-examination or reissue applications thereof to the Assignee, as Assignee of the entire interest, including U.S. Patent Application No. _____ (Undersigned hereby authorizes attorney to fill in regular, continuing, and divisional application number(s) when known) and hereby covenants that the Undersigned have the full right to convey the entire interest herein assigned, and that have not executed, and will not execute, any agreement in conflict therewith.

The Undersigned hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this agreement.

Date: 09 FEB 2004 Place: OXFORD, UK
 Name of Inventor: Matthew ryle Witness: Sarah Thomas
Matthew Colin Thor FYFE

Date: 11 FEB 2004 Place: OXFORD, UK
 Name of Inventor: Sarah Witness: John D. O'Leary
Lisa Sarah GARDNER

Date: _____ Place: _____
 Name of Inventor: _____ Witness: _____
Masao NAWANO

Date: 9 Feb 2004 Place: OXFORD, UK
 Name of Inventor: M Witness: John P
Martin James PROCTER

Date: 9 Feb 2004 Place: OXFORD, UK
 Name of Inventor: Geoffrey Martin WILLIAMS Witness: Paul
Geoffrey Martin WILLIAMS

Date: _____ Place: _____
 Name of Inventor: _____ Witness: _____
David WITTER

Date: _____ Place: _____
 Name of Inventor: _____ Witness: _____
Kosuke YASUDA

Date: _____ Place: _____

Name of Inventor: _____ Witness: _____

Arlindo CASTELHANO

ASSIGNMENT

WHEREAS, We, Arlindo CASTELHANO; Matthew Colin Thor FYFE; Lisa Sarah GARDNER; Masao NAWANO; Martin James PROCTER; Karen Lesley SCHOFIELD; Geoffrey Martin WILLIAMS; David WITTER; and Kosuke YASUDA (hereinafter designated as the Undersigned individually and together) have invented an invention entitled: "Tri (cyclo) substituted amide compounds", for which we filed a provisional patent application in the United States of America on February 11, 2003 (Serial No. 60/446,682); and on October 20, 2003 (Serial No. 60/512,826).

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Date: _____ Place: _____

Name of Inventor: _____ Witness: _____

Matthew Colin Thor FYFE

Date: _____ Place: _____

Name of Inventor: _____ Witness: _____

Lisa Sarah GARDNER

Date: Feb 25, 2004 Place: Tokyo, JAPAN

Name of Inventor: Masao NAWANO Witness: Toshio Nakamura

Masao NAWANO

Date: _____ Place: _____

Name of Inventor: _____ Witness: _____

Martin James PROCTER

Date: _____ Place: _____

Name of Inventor: _____ Witness: _____

Geoffrey Martin WILLIAMS

Date: _____ Place: _____

Name of Inventor: _____ Witness: _____

David WHITER

Date: February 25, 2004 Place: Tokyo, Japan

Name of Inventor: Kosuke YASUDA Witness: Toshio Nakamura

Kosuke YASUDA

Date: _____ Place: _____

Name of Inventor: _____ Witness: _____

Arindo CASTELHANO

ASSIGNMENT

WHEREAS, We, Arlindo CASTELLIANO; Matthew Colin Thor FYFE; Lisa Sarah GARDNER; Masao NAWANO; Martin James PROCTER; Karen Lesley SCHOFIELD; Geoffrey Martin WILLIAMS; David WITTER; and Kosuke YASUDA (hereinafter designated as the Undersigned individually and together) have invented an invention entitled: "Tri (cyclo) substituted amide compounds", for which we filed a provisional patent application in the United States of America on February 11, 2003 (Serial No. 60/446,682); and on October 20, 2003 (Serial No. 60/512,826).

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Date: _____ Place: _____

Name of Inventor: _____ Witness: _____

Matthew Colin Thor F-YFE

Date: _____ Place: _____

Name of Inventor: _____ Witness: _____

Lisa Sarah GARDNER

Date: _____ Place: _____

Name of Inventor: _____ Witness: _____

Masao NAWANO

Date: _____ Place: _____

Name of Inventor: _____ Witness: _____

Martin James PROCTER

Date: _____ Place: _____

Name of Inventor: _____ Witness: _____

Geoffrey Martin WILLIAMS

Date: _____ Place: _____

Name of Inventor: _____ Witness: _____

Kosuke YASUDA

Inventor (David Witter)

Citizenship: _____

Date: _____

Inventor's SIGNATURE: _____

Residence: _____

Post Office Address: _____

Place of Signing: _____

On this date, _____ the above-named inventor(s) personally appeared before me and executed this document and acknowledged his/her free acts and deeds in and for the purpose set forth in this document.

Notary Public (or Witness outside the U.S.)

My Commission Expires: _____

L.
Inventor (Arlindo Castelhana)Citizenship: CANADIANDate: March 4, 2004Inventor's SIGNATURE: Arlindo L. CastelResidence: 3 EAGLE COURTNEW CITY, NY, USAPost Office Address: 10956Place of Signing: FARMINGDALE, NY

On this date, March 4, 2004 the above-named inventor(s) personally appeared before me and executed this document and acknowledged his/her free acts and deeds in and for the purpose set forth in this document.

SALLY A. REYNOLDS
Notary Public, State Of New York
No. 01RE6085593
Qualified in Nassau County
Commission Expires December 30, 2006

Notary Public (or Witness outside the U.S.)My Commission Expires: December 30, 2006

ASSIGNMENT

WHEREAS, We, Arlindo CASTELHANO; Matthew Colin Thor FYFE; Lisa Sarah GARDNER; Masao NAWANO; Martin James PROCTER; ~~Karen Lesley SCHOFIELD~~; Geoffrey Martin WILLIAMS; David WITTER; and Kosuke YASUDA (hereinafter designated as the Undersigned individually and together) have invented an invention entitled: "Tri (cyclo) substituted amide compounds", for which we filed a provisional patent application in the United States of America on February 11, 2003 (Serial No. 60/446,682); and on October 20, 2003 (Serial No. 60/512,826).

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Date: _____ Place: _____

Name of Inventor: _____ Witness: _____

Matthew Colin Thor FYFE

Date: _____ Place: _____

Name of Inventor: _____ Witness: _____

Lisa Sarah GARDNER

Date: _____ Place: _____

Name of Inventor: _____ Witness: _____

Masao NAWANO

Date: _____ Place: _____

Name of Inventor: _____ Witness: _____

Martin James PROCTER

Date: _____ Place: _____

Name of Inventor: _____ Witness: _____

Geoffrey Martin WILLIAMS

Date: _____ Place: _____

Name of Inventor: _____ Witness: _____

Kosuke YASUDA

Inventor (David Witter)

Citizenship: CanadianDate: March 9, 2004Inventor's SIGNATURE: David WitterResidence: 12 Arbutus StreetPutnam Valley, NY, 10579Post Office Address: Putnam Valley, NY, USAPlace of Signing: Afva Pharma, Inc.
Tarrytown, NY, 10591

On this date, March 9, 2004 the above-named inventor(s) personally appeared before me and executed this document and acknowledged his/her free acts and deeds in and for the purpose set forth in this document.

ESTHER N. HENDRICKSON
Notary Public State of New York
No. 01466402658
Qualified in Westchester County
Commission Expires November 4, 2006

Esther N. Hendrickson
Notary Public (or Witness outside the U.S.)My Commission Expires: November 4, 2006

Inventor (Arlindo Castelhana)

Inventor's SIGNATURE: _____

Citizenship: _____

Residence: _____

Post Office Address: _____

Date: _____

Place of Signing: _____

On this date, _____ the above-named inventor(s) personally appeared before me and executed this document and acknowledged his/her free acts and deeds in and for the purpose set forth in this document.

Notary Public (or Witness outside the U.S.)

My Commission Expires: _____

ASSIGNMENT

WHEREAS, I, RASAMISON, Chrystelle Marie; (hereinafter designated as the Undersigned individually and together) have invented an invention entitled: "Tri (Cyclo) Substituted Amide Glucokinase Activator Compounds", for which we filed a provisional patent application in the United States of America on October 20, 2003 (Serial No. 60/512,826).

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Date: 11 Feb. 2004 Place: Oxford, UK

Name of Inventor: _____

Witness: _____

RASAMISON Chrystelle Marie

PATENT

RECORDED: 01/31/2007

REEL: 018830 FRAME: 0453