


Client Code: KANISA.005C1

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To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

<p>1. Name of conveying parties:</p> <p>1. Julie Kay Bush 2. Susan Marie Reutzl-Edens</p> <p>Additional name(s) of conveying party(ies) attached? () Yes (X) No</p>	<p>2. Name and address of receiving party:</p> <p>Name: Eli Lilly and Company Street Address: Lilly Corporate Center City: Indianapolis State: Indiana ZIP: 46285</p> <p>Additional name(s) of receiving party(ies) attached? () Yes (X) No</p>
<p>3. Nature of conveyance:</p> <p>(X) Assignment () Security Agreement () Merger () Change of Name () Other:</p> <p>Execution Date:</p> <p>1. April 25, 2001 2. April 25, 2001</p>	<p>4. US or PCT Application number(s) or US Patent number(s):</p> <p>(X) Patent Application No.: 11/753,526 Filing Date: May 24, 2007</p> <p>Additional numbers attached? () Yes (X) No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p>Customer No. 20,995 Address: Knobbe, Martens, Olson & Bear, LLP 2040 Main Street, 14th Floor Irvine, CA 92614 Return Fax: (949) 760-9502 Attorney's Docket No.: KANISA.005C1</p>	<p>6. Total number of applications and patents involved: 1</p>
<p>7. Total fee (37 CFR 1.21(h)): \$40.00 (X) Authorized to be charged to deposit account</p>	<p>8. Deposit account number: 11-1410 Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>
<p>9. Statement and signature.</p> <p>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.</p> <p><u>Jeremy R. Pierce</u> Name of Person Signing</p> <p>59,034 Registration No.</p> <p> Signature</p> <p><u>7/3/07</u> Date</p> <p>Total number of pages including cover sheet, attachments and document: 3</p>	

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Docket No. P-13634

ASSIGNMENT

WHEREAS we, JULIE KAY BUSH, of the City of Fishers, County of Hamilton, State of Indiana; and SUSAN MARIE REUTZEL-EDENS, of the City of Indianapolis, County of Marion, State of Indiana, have made an invention which is the subject of a PROVISIONAL PATENT APPLICATION, titled, NOVEL CRYSTALLINE FORMS OF (2R)-ANTI-5-{3-[4-(10, 11-DIFLUOROMETHANODIBENZOSUBER-5-YL)PIPERAZIN-1-YL]-2-HYDROXYPROPOXY} QUINOLINE TRIHYDROCHLORIDE, and comprising of twenty (20) pages and four (4) sheets of drawings (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 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 Eli Lilly and Company, its successors and assigns (collectively, "Lilly") our entire right, title, and interest in, 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 us had this Assignment and sale to Lilly 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 Lilly that upon request we 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 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 Lilly, may be

