

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
David Michael Bender	05/25/2005
James Ray McCarthy	05/25/2005
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	
Property Type	Number
Application Number:	11912350
CORRESPONDENCE DATA	
Fax Number:	(317)276-3861
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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-17176
NAME OF SUBMITTER:	Linda M. Durbin
<p>Total Attachments: 3</p> <p>source=X17176Assignment#page1.tif</p> <p>source=X17176Assignment#page2.tif</p>	

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PATENT
REEL: 019999 FRAME: 0318

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 Cyclopropanecarboxylate Esters of Acyclovir, containing 15 pages and 0 drawings, and which:

☒ is being filed:
☐ 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 May 25, 2005 and accorded serial number 60/684,493.

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.

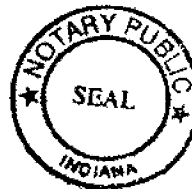
IN WITNESS WHEREOF I have executed this assignment on the date indicated below.

5/25/2005
Date

David Michael Bender
David Michael Bender
10543 Fawn Ridge Lane
Indianapolis, Indiana 46236
Citizenship: U.S.A.

UNITED STATES OF AMERICA

STATE OF INDIANA)
) SS:
COUNTY OF MARION)



Before me, a Notary Public for Johnson County, State of Indiana, personally appeared David Michael Bender and acknowledged the execution of the foregoing instrument this 25th day of May, 2005.

Laura Waltz
Laura Waltz, Notary Public
Commission Expires: March 20, 2008

May 25, 2005
Date

James Ray McCarthy
James Ray McCarthy
4037 Oakleaf Drive
Zionsville, Indiana 46077
Citizenship: U.S.A.

UNITED STATES OF AMERICA

STATE OF INDIANA)
) SS:
COUNTY OF MARION)



Before me, a Notary Public for Johnson County, State of Indiana, personally appeared James Ray McCarthy and acknowledged the execution of the foregoing instrument this 25th day of May, 2005.

Laura Waltz
Laura Waltz, Notary Public
Commission Expires: March 20, 2008