

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Monsanto Technology, LLC	09/29/2008

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: 4

Property Type	Number
Patent Number:	5182369
Patent Number:	5986073
Patent Number:	5130299
Patent Number:	5182302

CORRESPONDENCE DATA

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

Address Line 1: P. O. Box 6288

Address Line 2: Patent Division

Address Line 4: Indianapolis, INDIANA 46206-6288

NAME OF SUBMITTER:

Linda M. Durbin

Total Attachments: 6

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PATENT

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## ASSIGNMENT OF UNITED STATES PATENT RIGHTS

This Assignment of United States Patent Rights is entered into as of [October 1], 2008 ("Assignment") by and between Monsanto Technology, LLC, a Delaware limited liability company having a place of business at 800 North Lindbergh Boulevard, Saint Louis, Missouri 63167 ("Assignor"), and Eli Lilly and Company, an Indiana corporation having a place of business at Lilly Corporate Center, Indianapolis, Indiana 46285 ("Assignee"). All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Agreement (as defined below).

### WITNESSETH

WHEREAS, Monsanto Company, a Delaware corporation and the sole member of Assignor ("Seller"), and Assignee are parties to the Asset Purchase Agreement, dated as of August 20, 2008 (as it may be amended or supplemented from time to time, the "Agreement");

WHEREAS, pursuant to the Agreement, Seller agreed to assign, transfer and convey (and to cause Assignor to assign, transfer and convey) to Assignee all of its and Assignor's right, title and interest to and in all of the Purchased Assets, including the U.S. Business Patents (as defined below);

WHEREAS, pursuant to the Agreement, Assignor is required to execute and deliver this Assignment on or prior to the Closing Date; and

WHEREAS, the parties hereto desire that the assignment of the U.S. Business Patents be made a matter of record in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which are hereby acknowledged, and in furtherance of these desires, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor does hereby assign, transfer, and convey to Assignee and its successors and assigns, free and clear of all Encumbrances (other than Permitted Encumbrances), all of Assignor's right, title, and interest in and to the following (subject to any and all licenses and immunities from suit as granted by Assignor prior to the date of this assignment with respect to any of the following):

- a. the United States patents and patent application set forth in Schedule A attached hereto and made a part hereof and the inventions disclosed therein, and all related patent applications which have been or shall be filed in the United States on any of such inventions, including all parent, priority, divisional, continuing, substitute, and reissue applications with respect thereto and any term extensions and restorations with respect thereto and all patents issuing thereon (the "U.S. Business Patents"); and
- b. the right and power to assert, defend and recover title thereto;

- c. the right to sue or otherwise recover for past, present and future infringement, misappropriation, misuse, theft or other violation or impairment thereof; and
- d. all proceeds, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto.

the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue to Assignee or its successors or assigns any reissue Letters Patent or Reexamination Certificates in and to any of the Letters Patents of Schedule A and to record this Assignment.

3. Further Assurances. Assignor hereby agrees to (and agrees to cause its Affiliates to) execute, acknowledge and deliver, without consideration, any and all documents as Assignee, in its sole discretion, deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the U.S. Business Patents, as well as all other rights associated with the portion of the business to which the U.S. Business Patents pertain and that Assignor and its Affiliates no longer have any right, title or interest, of any kind or nature, in or to the U.S. Business Patents, or other rights associated with the portion of the business to which the U.S. Business Patents pertain.

4. Counterparts. This Assignment may be executed simultaneously in multiple counterparts, and in separate counterparts (including via facsimile), each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

5. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to conflict of law principles that would result in the application of the laws of any jurisdiction other than the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Assignor:

MONSANTO TECHNOLOGY, LLC  
BY: MONSANTO COMPANY, ITS SOLE MEMBER

By: Carl M. Casale  
Name: Carl M. Casale  
Title: Executive Vice President, Strategy and Operations

Assignee:

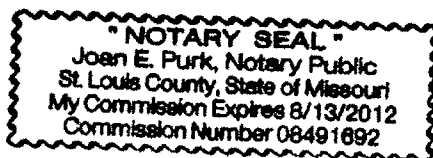
ELI LILLY AND COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF MISSOURI     §  
                                  § ss.  
COUNTY OF ST. LOUIS   §

BEFORE ME, the undersigned authority, on this 29<sup>th</sup> day of September, 2008, personally appeared Carl M. Casale, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument on behalf of Monsanto Company, the corporation therein named, and acknowledged to me that the instrument was the free deed and act of said corporation for the purposes therein set forth and intending that this instrument be recorded.

[SEAL]



Joan E. Purk  
Notary Public

Assignment of Patent Rights Signature Page

PATENT

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Assignor:

MONSANTO TECHNOLOGY, LLC  
BY: MONSANTO COMPANY, ITS SOLE MEMBER

By: \_\_\_\_\_  
Name: Carl M. Casale  
Title: Executive Vice President, Strategy and  
Operations

Assignee:

ELI LILLY AND COMPANY

*RL* By: *Derica W. Rice*  
Name: Derica W. Rice  
Title: Sr. Vice President and  
Chief Financial Officer

STATE OF MISSOURI     §  
                                  § ss.  
COUNTY OF ST. LOUIS   §

BEFORE ME, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 2008, personally appeared \_\_\_\_\_, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument on behalf of Monsanto Company, the corporation therein named, and acknowledged to me that the instrument was the free deed and act of said corporation for the purposes therein set forth and intending that this instrument be recorded.

[SEAL]

\_\_\_\_\_  
Notary Public

# SCHEDULE A

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
<b>Biologically Active N-Ala Polypeptides and a Method for their Production</b>								
United States	0000	CIP	Granted	0682402	04-Feb-1986	5037806	06-Aug-1991	06-Aug-2008
<b>Method for Purifying Somatotropin Monomers by Isoelectric Precipitation of Impurities - P2 Process</b>								
United States	0000	ORD	Granted	07486476	28-Feb-1990	5182369	26-Jan-1993	28-Feb-2010
<b>Prolonged Release of Biologically Active Somatotropin</b>								
United States	0000	DIV	Granted	07567996	16-Aug-1990	5086041	04-Feb-1992	04-Feb-2009
<b>Method for Increasing Mammary Parenchyma by Intramammary Infusion of EGF, IGF or Somatotropin or BPL</b>								
United States	0000	Con	Granted	07723283	28-Jun-1991	5130299	14-Jul-1992	22-Oct-2008
<b>Method for Increasing Mammary Parenchyma by Intramammary Infusion of Prostaglandin</b>								
United States	0000	DIV	Granted	07723021	28-Jun-1991	5182302	26-Jan-1993	26-Jan-2010
<b>Compositions Comprising High Concentrations of BGH(V) Anduse to Enhance Lactation</b>								
United States	0000	CON	Granted	07729283	12-Jul-1991	5141922	25-Aug-1992	25-Aug-2009
<b>Prolonged Release of Biologically Active Somatotropin</b>								
United States	0000	DIV	Granted	07900410	18-Jun-1992	5474980	12-Dec-1995	12-Dec-2012
<b>Production of Proteins in Prokaryotes</b>								
United States	0000	CON	Granted	07975205	12-Nov-1992	5399489	21-Mar-1995	21-Mar-2012
<b>Prolonged Release of Biologically Active Somatotropin</b>								
United States	0000	CON	Granted	07979367	20-Nov-1992	5411951	02-May-1995	02-May-2012
<b>Syringe with Cannula-Protecting Sheath and Sealing Center Rod</b>								
United States	0000	ORD	Granted	08283324	01-Aug-1994	5433711	18-Jul-1995	01-Aug-2014
<b>Production of Proteins in Prokaryotes</b>								
United States	0000	DIV	Granted	08402088	10-Mar-1995	5744328	28-Apr-1998	22-Feb-2015
United States	0001	CON	Granted	09066288	24-Apr-1998	6210928	03-Apr-2001	22-Feb-2015
<b>Prolonged Release of Biologically Active Somatotropin</b>								
United States	0000	DIV	Granted	08452928	30-May-1995	5598971	21-Jan-1997	21-Jan-2014
<b>Aqueous Glycerol Formulations of Somatotropin</b>								
United States	0001	CPA	Granted	09001644	31-Dec-1997	6605594	12-Aug-2003	31-Dec-2017
<b>Method for Purifying Somatotropin Monomers</b>								
United States	0000	FWC	Granted	08566591	04-Dec-1995	5773588	30-Jun-1998	19-May-2014
<b>Method for Purifying Somatotropin Monomers</b>								
United States	0000	CON	Granted	08476517	21-Dec-1995	5986073	16-Nov-1999	28-Feb-2010
<b>Method for Solubilization and Naturation of Somatotropins</b>								
United States	0001	ORD	Granted	09002565	31-Dec-1997	6034224	07-Mar-2000	31-Dec-2017
United States	0002	DIV	Granted	09461784	15-Dec-1999	6410694	25-Jun-2002	31-Dec-2017

Schedule A to Assignment of Patent Rights

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
United States	0003	DIV	Granted	10002084	02-Nov-2001	6562951	13-May-2003	31-Dec-2017
<b>Clarification of Protein Precipitate Suspensions Using Anionic Polymeric Flocculants</b>								
United States	0001	ORD	Granted	09354493	16-Jul-1999	6307013	23-Oct-2001	16-Jul-2019
United States	0002	DIV	Granted	09939921	27-Aug-2001	6927282	09-Aug-2005	27-Sep-2020
<b>Non-Aqueous Injectable Formulations for Extended Release of Somatotropins</b>								
United States	0001	RCE	Granted	09789392	21-Feb-2001	6719990	13-Apr-2004	21-Feb-2021
United States	0002	DIV	Granted	10793232	04-Mar-2004	7048938	23-May-2006	20-Oct-2020
<b>Non-Aqueous Injectable Formulation Preparation with pH for Extended Release of Somatotropin</b>								
United States	0001	RCE	Granted	09894058	28-Jun-2001	6664234	16-Dec-2003	25-Jul-2021
United States	0002	DIV	Granted	10691425	22-Oct-2003	7030091	18-Apr-2006	22-May-2021
<b>Non-Aqueous Injectable Formulations for Extended Release of Somatotropin</b>								
United States	0001	RCE	Granted	09891445	26-Jun-2001	6719992	13-Apr-2004	26-Jun-2021
United States	0002	DIV	Granted	10792992	04-Mar-2004	7037516	02-May-2006	02-Feb-2021
<b>Method for Effecting Mammary Secretion of Milk from an Animal</b>								
United States	0001	ORD	Granted	09910473	20-Jul-2001	6844322	18-Jan-2005	15-Oct-2021
<b>Recombinant DNA Vectors for Expression of Somatotropins</b>								
United States	0001	CIP	Granted	10173082	17-Jun-2002	6828124	07-Dec-2004	23-Jun-2022
<b>Method of Folding Somatotropins</b>								
United States	0000	ORD	Granted	08395830	18-Aug-1989	4975529	04-Dec-1990	18-Aug-2009
<b>Elements for Improved Expression of Bovine Somatotropin</b>								
United States	0001	ORD	Pending	not yet known	17-Jan-2008			

Schedule A to Assignment of United States Patent Rights