

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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>Robert Dean Dally</td><td>04/30/2008</td></tr><tr><td>Sajan Joseph</td><td>05/16/2008</td></tr><tr><td>Timothy Alan Shepherd</td><td>05/08/2008</td></tr><tr><td>Christian L. Holst</td><td>05/01/2008</td></tr><tr><td>Jianping Huang</td><td>05/08/2008</td></tr></tbody></table>	Name	Execution Date	Robert Dean Dally	04/30/2008	Sajan Joseph	05/16/2008	Timothy Alan Shepherd	05/08/2008	Christian L. Holst	05/01/2008	Jianping Huang	05/08/2008	
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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>12396103</td></tr></tbody></table>	Property Type	Number	Application Number:	12396103									
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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												
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Address Line 2:	Patent Division												
Address Line 4:	Indianapolis, INDIANA 46206-6288												
ATTORNEY DOCKET NUMBER:	X-17610												
NAME OF SUBMITTER:	Linda M. Durbin												

CH \$40.00 12396103

PATENT

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REEL: 022340 FRAME: 0207

Total Attachments: 9

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ASSIGNMENT**WHEREAS,**

Robert Dean DALLY
6096 Tanana Drive
Carmel, Indiana 46033
United States Citizenship

Jianping HUANG
5404 Zoeller Circle
Carmel, Indiana 46033
United States Citizenship

Sajan JOSEPH
3505 Prestige montecarlo
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Yelahanka
Bangalore, India
United States Citizenship

Timothy Alan SHEPHERD
8705 Country Woods Court
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United States Citizenship

Christian L. HOLST
201 Shereen Court
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United States Citizenship

(is, are) inventor(s) or co-inventor(s) (with the persons listed above) of an invention that is the subject of a patent application ("Application") which is entitled P70 S6 KINASE INHIBITORS, containing 78 pages and 0 sheets of drawings, and which:

☒ is being filed:
☐ was filed:

- ☐ in the United States Patent and Trademark Office
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- ☐ 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

on 01 May 2008 and accorded serial number PCT/US2008/062143;

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.

I have executed this assignment on the date indicated below.

4-30-08
Date

Robert Dean Dally
Robert Dean Dally

Date

Sajan Joseph

5-8-08
Date

Timothy Alan Shepherd
Timothy Alan Shepherd

Date

Christian L. Holst

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Jianping Huang
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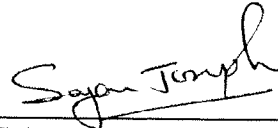
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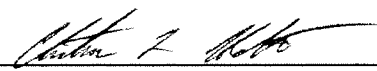
Date

Sajan Joseph

Date

Timothy Alan Shepherd

May 1, 2008
Date



Christian L. Holst