

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Dale L. Ludwig</td> <td>08/14/2009</td> </tr> <tr> <td>Nick Loizos</td> <td>08/14/2009</td> </tr> <tr> <td>Jim Huber</td> <td>08/14/2009</td> </tr> </tbody> </table>		Name	Execution Date	Dale L. Ludwig	08/14/2009	Nick Loizos	08/14/2009	Jim Huber	08/14/2009		
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>ImClone LLC</td> </tr> <tr> <td>Street Address:</td> <td>180 Varick Street</td> </tr> <tr> <td>City:</td> <td>New York</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>10014</td> </tr> </table>		Name:	ImClone LLC	Street Address:	180 Varick Street	City:	New York	State/Country:	NEW YORK	Postal Code:	10014
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PROPERTY NUMBERS Total: 1											
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CORRESPONDENCE DATA											
<p>Fax Number: (317)276-3861</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Email: patents@lilly.com</p> <p>Correspondent Name: Eli Lilly and Company</p> <p>Address Line 1: P. O. Box 6288</p> <p>Address Line 2: Patent Division</p> <p>Address Line 4: Indianapolis, INDIANA 46206-6288</p>											
ATTORNEY DOCKET NUMBER:	X-18521										
NAME OF SUBMITTER:	Linda M. Durbin										
<p>Total Attachments: 6</p> <p>source=X18521AssignmentImClone1#page1.tif</p> <p>source=X18521AssignmentImClone1#page2.tif</p>											

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PATENT
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ASSIGNMENT**WHEREAS,**

Dale L. LUDWIG, 14 Lookout Road, Randolph, NJ 07869; Citizenship: US
Nick LOIZOS, 41 Natick Street, Staten Island, NY 10306; Citizenship: US
Jim HUBER, 2383 Longfellow Avenue, Scotch Plains, NJ 07076; Citizenship: US

are inventors or co-inventors (with the persons listed above) of an invention that is the subject of a patent application ("Application") which is entitled RECEPTOR ANTAGONISTS FOR TREATMENT OF METASTATIC BONE CANCER, containing 55 pages and 15 sheets of drawings, and which:

- ☐ is being filed in one of the parent offices listed below, and I give permission to insert the serial number and filing date for the application when received,
X was filed on October 15, 2008 and accorded serial number 11/917890:

- ☒ 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

X was filed on June 19, 2006 and accorded serial number PCT/US2006/023856:

- ☒ as an international application under the Patent Cooperation Treaty ("PCT"), with United States Patent and Trademark Office acting as Receiving Office

and

WHEREAS IMCLONE LLC, a Delaware limited liability company with a principal place of business at 180 Varick Street, New York City, New York, a wholly-owned subsidiary of Eli Lilly and Company, an Indiana corporation with a 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 IMCLONE LLC, its successors and assigns (collectively "IMCLONE") 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 ImClone 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 ImClone 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 ImClone that upon request I and they will, without further consideration than that now paid, but at the expense of ImClone: (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 ImClone 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 ImClone, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to ImClone or its nominees, in the United States and in all other countries where ImClone 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 ImClone and to vest and confirm in ImClone or its nominees the full and complete legal and equitable title to all such Letters Patent and related intellectual property.

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Nick LOIZOS

Date

Jim HUBER

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Aug 14th 2009

Date

Dale L. LUDWIG

[Signature]

NICK LOIZOS

Date

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