

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>Francine S. Farouz</td><td>11/09/2009</td></tr><tr><td>Ryan Coatsworth Holcomb</td><td>11/02/2009</td></tr><tr><td>Ramesh Kasar</td><td>11/10/2009</td></tr><tr><td>Steven Scott Myers</td><td>10/27/2009</td></tr></tbody></table>		Name	Execution Date	Francine S. Farouz	11/09/2009	Ryan Coatsworth Holcomb	11/02/2009	Ramesh Kasar	11/10/2009	Steven Scott Myers	10/27/2009		
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RECEIVING PARTY DATA													
<table border="1"><tr><td>Name:</td><td>Eli Lilly and Company</td></tr><tr><td>Street Address:</td><td>Lilly Corporate Center</td></tr><tr><td>Internal Address:</td><td>Patent Division</td></tr><tr><td>City:</td><td>Indianapolis</td></tr><tr><td>State/Country:</td><td>INDIANA</td></tr><tr><td>Postal Code:</td><td>46285</td></tr></table>		Name:	Eli Lilly and Company	Street Address:	Lilly Corporate Center	Internal Address:	Patent Division	City:	Indianapolis	State/Country:	INDIANA	Postal Code:	46285
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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>12634725</td></tr></tbody></table>		Property Type	Number	Application Number:	12634725								
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Application Number:	12634725												
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													
Address Line 1: P. O. Box 6288													
Address Line 2: Patent Division													
Address Line 4: Indianapolis, INDIANA 46206-6288													
ATTORNEY DOCKET NUMBER:	X-18321												
NAME OF SUBMITTER:	Linda M. Durbin												

CH \$40.00 12634725

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PATENT  
REEL: 023643 FRAME: 0304

**Total Attachments: 10**

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**ASSIGNMENT**

**WHEREAS,**

Francine S. FAROUZ, 5932 Germaine Lane, LaJolla, California 92037;  
Citizen of France

Ryan Coatsworth HOLCOMB, 1056 Princeton Avenue, Salt Lake City, UT 84105;  
Citizen of United States

Ramesh KASAR, 3707 Lola Street, San Mateo, CA 94403; Citizen of United States

Steven Scott MYERS, 8031 East 500 North, Sheridan, IN 46069;  
Citizen of United States

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 COMPOUNDS USEFUL FOR INHIBITING CHK1, containing 40 pages and 0 sheets of drawings, for filing:

- ☒ 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

And accorded the following serial number and filing date: 12/634,725 December 10, 2009

If this application is filed after the signing of this assignment document, I hereby give permission to insert above the serial number and filing date for the application when it is known.

**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.

11/09/2009  
Date

Francine S. FAROUZ  
Francine S. FAROUZ

# UNITED STATES OF AMERICA

STATE OF )  
 ) SS:  
COUNTY OF )

Before me, a Notary Public for \_\_\_\_\_ County, State of \_\_\_\_\_, personally appeared FRANCINE S. FAROUZ and acknowledged the execution of the foregoing instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public  
Commission Expires: \_\_\_\_\_

*See attached Notarized*

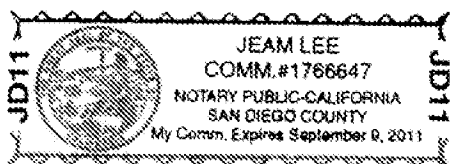
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On 11/9/09 before me, Jeann Lee, Notary Public

personally appeared Francine S. Farouz



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jeann Lee

Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Assignment

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

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☐ Corporate Officer — Title(s): \_\_\_\_\_  
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☐ Other: \_\_\_\_\_

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**ASSIGNMENT****WHEREAS,**

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Citizen of United States

Ramesh KASAR, 3707 Lola Street, San Mateo, CA 94403; Citizen of United States

Steven Scott MYERS, 8031 East 500 North, Sheridan, IN 46069;  
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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.

11/2/09  
Date

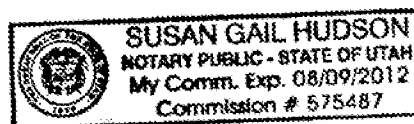
Ryan Coatsworth Holcomb  
Ryan Coatsworth HOLCOMB

UNITED STATES OF AMERICA

STATE OF Utah )  
 ) SS:  
COUNTY OF Salt Lake )

Before me, a Notary Public for Salt Lake County, State of Utah, personally appeared RYAN COATSWORTH HOLCOMB and acknowledged the execution of the foregoing instrument this 2<sup>nd</sup> day of November, 2009.

Susan Gail Hudson  
Notary Public  
Commission Expires: 08/09/2012



**ASSIGNMENT****WHEREAS,**

Francine S. FAROUZ, 5932 Germaine Lane, LaJolla, California 92037;  
Citizen of France

Ryan Coatsworth HOLCOMB, 1056 Princeton Avenue, Salt Lake City, UT 84105;  
Citizen of United States

Ramesh KASAR, 3707 Lola Street, San Mateo, CA 94403; Citizen of United States

Steven Scott MYERS, 8031 East 500 North, Sheridan, IN 46069;  
Citizen of United States

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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.

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I have executed this assignment on the date indicated below.

11-10-09  
Date

Ramesh Kasar  
Ramesh KASAR

# UNITED STATES OF AMERICA

STATE OF )  
 ) SS:  
COUNTY OF )

*see attached*

Before me, a Notary Public for \_\_\_\_\_ County, State of \_\_\_\_\_, personally appeared RAMESH KASAR and acknowledged the execution of the foregoing instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public  
Commission Expires: \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Mateo

On NOV 10, 2009 before me, Tiffany Cisneros, Notary Public  
(Here insert name and title of the officer)

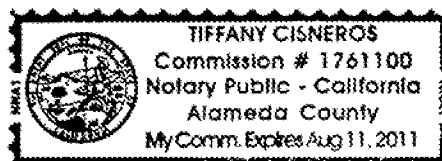
personally appeared Ramesh Kasar

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(~~ies~~), and that by his/~~her~~/their signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public



(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Patent Assignment

(Title or description of attached document)

Docket X13821-US

(Title or description of attached document continued)

Number of Pages 2 Document Date 11/10/09

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ - is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ◆ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ◆ Indicate title or type of attached document, number of pages and date.
  - ◆ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

**ASSIGNMENT****WHEREAS,**

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Ryan Coatsworth HOLCOMB, 1056 Princeton Avenue, Salt Lake City, UT 84105;  
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I have executed this assignment on the date indicated below.

27- OCT- 2009

Date

Steve Myers

Steven Scott MYERS