

PATENT ASSIGNMENT

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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>Jolie Anne Bastian</td> <td>03/02/2009</td> </tr> <tr> <td>Philip Arthur Hipskind</td> <td>03/02/2009</td> </tr> <tr> <td>Daniel Jon Sall</td> <td>03/02/2009</td> </tr> <tr> <td>Takako Wilson</td> <td>10/21/2009</td> </tr> </tbody> </table>		Name	Execution Date	Jolie Anne Bastian	03/02/2009	Philip Arthur Hipskind	03/02/2009	Daniel Jon Sall	03/02/2009	Takako Wilson	10/21/2009
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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>13122212</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13122212						
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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 4:	Indianapolis, INDIANA 46206-6288										
ATTORNEY DOCKET NUMBER:	X18201										
NAME OF SUBMITTER:	Linda M. Durbin										
Total Attachments: 4 source=X18201Assignment1#page1.tif source=X18201Assignment1#page2.tif source=X18201Assignment2#page1.tif source=X18201Assignment2#page2.tif											

CH \$40.00 13122212

ASSIGNMENT**WHEREAS,**

Jolie Anne BASTIAN
 5143 Oak Farm Drive
 Indianapolis, Indiana 46237
 Citizen of United States

Philip Arthur HIPSKIND
 4255 Cabin Court
 New Palestine, Indiana 46163
 Citizen of United States

Daniel Jon SALL
 3601 Ostrom Court
 Greenwood, Indiana 46143
 Citizen of United States

Takako TAKAKUWA
 7653 Germander Lane
 Indianapolis, Indiana 46237
 Citizen of Japan

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 DISUBSTITUTED PHTHALAZINE HEDGEHOG PATHWAY ANTAGONISTS, containing 42 pages and 0 sheets of 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

on November 3, 2008 and accorded serial number 61/110703; 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.

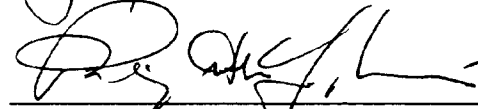
For myself and for my heirs, successors and legal representatives, I further covenant and agree with Lilly that upon request I and they will, without further consideration than that now paid, but at the expense of Lilly: (i) execute original, provisional, substitute, continuation, divisional, continuation-in-part, 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.

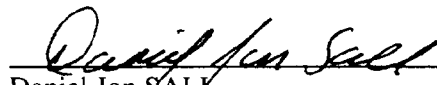
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And accorded the following serial number and filing date: 61/110703, November 3, 2008.

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;

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(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.

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I have executed this assignment on the date indicated below.

10/21/2009
Date

Takako Wilson
Takako Wilson, Co-Inventor