

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eli Lilly and Company		11/09/2004	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	ViroPharma Incorporated		
Street Address:	397 Eagleview Boulevard		
City:	Exton		
State/Country:	PENNSYLVANIA		
Postal Code:	19341		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0683928	VANCOCIN	
CORRESPONDENCE DATA			
Fax Number:	(215)981-4750		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2159814194		
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ATTORNEY DOCKET NUMBER:	108905.29 VIROPHARMA		
NAME OF SUBMITTER:	Paul J. Kennedy		
Total Attachments: 1 source=LT-1#page1.tif			

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EXECUTION COPY

Assignment of Trademarks and Trade Dress

TRADEMARKS AND TRADE DRESS ASSIGNMENT

WHEREAS, Eli Lilly and Company, a corporation organized and existing under the laws of the State of Indiana with offices located at Lilly Corporate Center, Indianapolis, Indiana, 46285, (hereinafter "Assignor") and ViroPharma Incorporated, a company organized and existing under the laws of the State of Delaware with offices located at 397 Eagleview Boulevard, Exton, PA 19341 (hereinafter "Assignee") are parties to that certain Assignment, Transfer and Assumption Agreement, dated as of October , 2004 (the "Assignment Agreement");

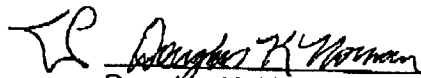
WHEREAS, Assignor owns the trademark **VANCOCIN** in the United States and its territories and commonwealths, including Puerto Rico and U.S. Registration No. **683,928** therefor (the "Assigned Trademark");

WHEREAS, Assignor is the owner of the Assigned Trade Dress in the United States as defined in Section 1.9 of the Assignment Agreement (the "Assigned Trade Dress");

WHEREAS, Assignee is desirous of acquiring said Assigned Trademarks and the Assigned Trade Dress and the registration and applications thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in the Assigned Trademarks and Assigned Trade Dress, together with the goodwill of the business symbolized by the Assigned Trademarks and the Assigned Trade Dress, and the identified registration and applications thereof, and all rights of enforcement and the right to damages for past infringement, unfair competition or other conflicts relating to the Assigned Trademark and Assigned Trade Dress. Assignor and Assignee acknowledge that Assignee is the successor to the portion of Assignor's business to which the Assigned Trademark and the Assigned Trade Dress pertain, and that such business is ongoing and existing.

ELI LILLY AND COMPANY



Douglas K. Norman
General Patent Counsel

Date: November 9 , 2004

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