

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Eli Lilly and Company		08/08/2012	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	Amylin Pharmaceuticals, Inc.
Street Address:	9360 Towne Center Drive
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	4013239	BYETTA A SU LADO
Registration Number:	3902989	BYETTA BY YOUR SIDE
Registration Number:	3106331	BYETTA
Registration Number:	3446509	BYETTA
Registration Number:	3229429	BYETTA
Registration Number:	3241856	BYETTA
Registration Number:	3857081	BB
Registration Number:	3857084	BB
Registration Number:	3999509	EXSCEL
Registration Number:	4003668	EXSCEL
Registration Number:	4026241	BYETTA
Registration Number:	4169150	BYDUREON
Serial Number:	85063169	BYDUREON STEADY SUPPORT
Serial Number:	85098179	BYDUREON ONCE-WEEKLY

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Serial Number:	85098185	BYDUREON ONCE-WEEKLY
Serial Number:	85103095	BYDUREON ONCE-WEEKLY STEADY SUPPORT
Serial Number:	85375052	BYDUREON PEN

**CORRESPONDENCE DATA**

Fax Number: 2124464900

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 2124464800

Email: hayley.smith@kirkland.com

Correspondent Name: Hayley Smith, Senior Legal Assistant

Address Line 1: Kirkland & Ellis LLP

Address Line 2: 601 Lexington Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	32264-34
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NAME OF SUBMITTER:	Hayley Smith
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Signature:	//Hayley Smith//
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Date:	10/02/2012
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**Total Attachments: 4**

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source=24.1.\_Lilly\_-\_Trademark\_Release\_(4657-0191)\_(executed)\_(23590299\_2)#page4.tif

**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”) is made as of August 8, 2012 in favor of Amylin Pharmaceuticals, Inc., a Delaware corporation located at 9360 Towne Center Drive, San Diego, California 92121 (“Grantor”) by Eli Lilly and Company, an Indiana corporation located at Lilly Corporate Center, Indianapolis, Indiana 46285 (“Lilly”). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement (as defined below).

**WHEREAS**, pursuant to that certain Security Agreement dated as of November 7, 2011 among Grantor, Amylin Ohio LLC and Lilly (the “Security Agreement”), Grantor granted Lilly a first priority security interest and continuing lien on all of Grantor’s right, title and interest in, to and under certain assets of Grantor, in each case wherever located, including the Trademark Collateral (as defined below), including the trademarks, registrations and applications set forth on Schedule A hereto, and, in connection therewith, entered into that certain Trademark Security Agreement by and between Grantor and Lilly dated as of November 7, 2011 (the “Trademark Security Agreement”) for the purpose of recording such security interest with the United States Patent and Trademark Office;

**WHEREAS**, pursuant to the Trademark Security Agreement, Grantor granted to Lilly a first priority security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under, whether then existing or thereafter arising: (i) all trademarks and service marks and trademark and service mark registrations and applications therefor identified in Schedule A hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, and (iv) the right to sue for past, present and future infringement or dilution of the foregoing or for any injury to goodwill; but excluding any Section 1(b) “intent to use” applications for trademarks or service marks filed in the United States Patent and Trademark Office unless and until evidence of use of the mark in interstate commerce is accepted by the United States Patent and Trademark Office (collectively, the “Trademark Collateral”);

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 8, 2011, at Reel 4657, Frame 0191; and

**WHEREAS**, pursuant to that certain Payoff Letter dated as of August 8, 2012 between Grantor and Lilly, Lilly has agreed to terminate, cancel and release any and all liens and security interests it has against the assets of Grantor.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lilly hereby (i) terminates the Trademark Security Agreement and its first priority security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under the Trademark Collateral granted under the Trademark Security Agreement, and (ii) terminates, cancels and releases any and all liens and security interests it has against the assets of Grantor pursuant to the Security Agreement and the security documents entered into in connection therewith, including without limitation the Trademark Security Agreement, including the Trademark Collateral, including the trademark and service mark registrations and applications set forth on Schedule A.

Lilly hereby authorizes Grantor, or Grantor’s authorized representative, to: (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of any security interest or

continuing lien of Lilly in the Trademark Collateral, and/or (iii) otherwise file this Release. Lilly shall, at Grantor's expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

This Release shall be construed in accordance with, and governed by, the laws of the State of New York, without giving effect to any conflicts of laws principles that might otherwise refer construction or interpretation of this Release to the substantive law of another jurisdiction.

\* \* \* \* \*

IN WITNESS WHEREOF, Lilly has caused this Release to be executed by its duly authorized representative as of the date first set forth above.

ELI LILLY AND COMPANY

By: Thomas W. Green

Name: THOMAS W. GREEN

Title: SENIOR VICE PRESIDENT FINANCE  
AND TREASURER

**SCHEDULE A**

<b>Mark</b>	<b>App. No./ Date</b>	<b>Registration No./Date</b>
BYETTA A SU LADO	77941373 2/22/2010	4013239 8/16/2011
BYETTA BY YOUR SIDE	77941394 2/22/2010	3902989 1/11/2011
BYETTA	78594748 3/24/2005	3106331 6/20/2006
BYETTA	78594808 3/24/2005	3446509 6/10/2008
BYETTA	78863870 4/18/2006	3229429 4/17/2007
BYETTA	78891856 5/24/2006	3241856 5/15/2007
BB	85009552 4/8/2010	3857081 10/5/2010
BB	85011543 4/12/2010	3857084 10/5/2010
EXSCEL	85053846 6/3/2010	3999509 7/19/2011
EXSCEL	85053872 6/3/2010	4003668 7/26/2011
BYDUREON STEADY SUPPORT	85063169 6/15/2010	
BYDUREON ONCE-WEEKLY	85098179 8/2/2010	
BYDUREON ONCE-WEEKLY	85098185 8/2/2010	
BYDUREON ONCE-WEEKLY STEADY SUPPORT	85103095 8/9/2010	
BYETTA	85263200 3/10/2011	4026241 9/13/2011
BYDUREON	85329947 5/25/2011	4169150 7/3/2012
BYDUREON PEN	85375052 7/19/2011	