

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
DR. JEANNE GOSE		06/02/2008
RECEIVING PARTY DATA		
Name:	IKARIA HOLDINGS, INC.	
Street Address:	6 ROUTE 173	
City:	CLINTON	
State/Country:	NEW JERSEY	
Postal Code:	08809	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	7238469	
CORRESPONDENCE DATA		
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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ATTORNEY DOCKET NUMBER:	1848-3 DIV	
NAME OF SUBMITTER:	Nichole E. Martiak	
Total Attachments: 2		
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PATENT ASSIGNMENT AGREEMENT

WHEREAS, Dr. Jeanne Gose, an individual having an address at 23 Foret Street, Manchester, MA 01944, hereinafter called ASSIGNOR, owns, by assignment or otherwise, all right, title and interest in and to the patents, patent applications and/or inventions (the "**Patents**")

_____ set forth in Exhibit A attached hereto; or
_____ having patent application serial number _____; or
X having US Patent No. 7,238,469.

WHEREAS, IKARIA HOLDINGS, INC., a corporation duly organized and existing under the laws of the State of Delaware, and having a place of business at 6 Route 173, Clinton, New Jersey 08809, hereinafter called ASSIGNEE, is desirous of acquiring the entire right, title and interest in and to the Patents, in the United States of America, its territories, dependencies and possessions, and in all foreign countries, and in and to any United States or foreign Letters Patent that may be granted therefor, and in and to such other forms of protection of industrial property as may be granted therefor pursuant to the laws of any country;

NOW, THEREFORE, in consideration for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby sell, assign and transfer to ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in and to the Patents, in the United States of America, its territories, dependencies and possessions, and in all foreign countries, and in and to any corresponding applications and patents that may be granted thereon in the United States and foreign countries (including all provisionals, divisionals, continuations, continuations-in-part, reissues, reexaminations, substitutes and extensions thereof, or any legal equivalent thereof) that may be granted therefor, and in and to such forms of protection of industrial property as may be granted therefor pursuant to the laws of any country, and the right to apply for Letters Patent and such other forms of protection of industrial property as may be provided by any country, with full benefit of such priorities as may now or hereafter be granted by local laws or by treaty or by international convention, together with the right to extend the protection of said United States Letters Patent to territorial possessions now owned or which may hereafter be acquired by the United States of America, for the full term or terms for which said Letters Patent or said other forms of protection have been or may be granted, as fully and entirely as the same would have been held and enjoyed by the ASSIGNOR, had this assignment not been made.

Further, ASSIGNOR agrees that, upon request and without further compensation, but at no expense to ASSIGNOR, it and its legal representatives and assignees will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing any Patents in the United States and throughout the world, and for perfecting, recording or maintaining the title of ASSIGNEE, its successors and assignees, to the interest assigned herein to said Patents, including Patents issued or granted in the United States and throughout the world.

ASSIGNOR represents and warrants that it has not granted and will not grant to others any rights inconsistent with the assignment herein. ASSIGNOR covenants and agrees with ASSIGNEE that it has a full and unencumbered title to the Patents hereby assigned, which title ASSIGNOR warrants to ASSIGNEE.

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ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent for said Patents, whether on the Patents set forth above or on any US or foreign counterpart application thereof, to the ASSIGNEE, as assignee of the entire right, title and interest in, to and under the same, for the sole use and behalf of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

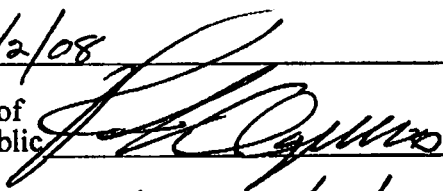
Date: JUNE 2, 2008


For DR. JEANNE GOSE

State of MASSACHUSETTS)
County of ESSEX) ss.

I certify that I know or have satisfactory evidence that Dr. Jeanne Gose signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated 6/2/08

Signature of
Notary Public 

My Appointment expires 10/23/09

Date: 6-16-08

Matthew M. Bennett
Accepted For IKARIA HOLDINGS, INC.

Name: MATTHEW M. BENNETT

Title: SR. VP LEGAL & CORPORATE DEVELOPMENT