

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Ikaria, Inc.	01/26/2012
RECEIVING PARTY DATA	
Name:	INO Therapeutics, LLC
Street Address:	53 Frontage Road, Third Floor
City:	Hampton
State/Country:	NEW JERSEY
Postal Code:	08827
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13260505
CORRESPONDENCE DATA	
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Phone:	7328150404
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Diehl Servilla LLC
Address Line 1:	33 Wood Avenue South
Address Line 2:	Second Floor, Suite 210
Address Line 4:	Iselin, NEW JERSEY 08830
ATTORNEY DOCKET NUMBER:	IKA0012-00US
NAME OF SUBMITTER:	Sunil Raval
Total Attachments: 2 source=00244065#page1.tif source=00244065#page2.tif	

CH \$40.00 13260505

## ASSIGNMENT

WHEREAS, **Ikaria, Inc.** (hereinafter "Assignor"), having an office at 53 Frontage Road, Third Floor, Hampton NJ 08827, is the owner of the entire right, title and interest in the following International and U.S. patent applications entitled "Devices And Methods For Engaging Indexed Valve And Pressurized Canister Assembly With Collar And For Linear Actuation By Plunger Assembly Into Fluid Communication With Device For Regulating Drug Delivery", and is desirous of assigning its entire right, title and interest in the following international and U.S. patent applications:

International Patent Application No. PCT/US2009/045266

U.S. Patent Application Serial No. 13/260,505

AND WHEREAS, **INO Therapeutics, LLC** (hereinafter "Assignee"), having an office and place of business at 53 Frontage Road, Third Floor, Hampton NJ 08827, is desirous of acquiring the entire right, title and interest in and to said patents and patent applications;

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Assignor has sold, assigned, and transferred, and by these presents does sell, assign and transfer unto said Assignee, its successors or assigns, its entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid patents and patent applications, and in and to the said application, all divisions, continuations, continuations-in-part, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the said inventions and improvements, including an assignment of all rights under the provisions of the International Convention for the Protection of Intellectual Property, and all Letters Patent of foreign countries which may be granted therefrom; and Assignor does hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the said Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the said Assignee, its successors and assigns.

AND, for the consideration aforesaid, Assignor does hereby agree that Assignor and Assignor's executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to Assignor relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the said improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore, Assignor covenants and agrees with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by Assignor and that full right to convey the same as herein expressed is possessed by Assignor.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 26<sup>th</sup> day of JANUARY, 2012.

IKARIA, INC.

*William B. Scheinler*

William B. Scheinler

Assistant Secretary

Title/position

STATE OF NEW JERSEY )

COUNTY OF WARREN )

On this 26<sup>th</sup> day of JANUARY, 2012 before me personally appeared , to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she duly acknowledged to me that he/she executed the same for the uses and purposes therein set forth.

[SEAL]

*Daria Cooney*

Notary Public

**DARIA COONEY**

**NOTARY PUBLIC**

**WARREN COUNTY, NJ.**

MY COMMISSION EXPIRES 5-13-2013

**PATENT**

**RECORDED: 01/31/2012**

**REEL: 027622 FRAME: 0867**