

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2771823

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	INSTRUMENTARIUM CORP.	06/27/2008
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	INO THERAPEUTICS LLC	
<b>Street Address:</b>	PERRYVILLE III CORPORATE PARK	
<b>Internal Address:</b>	53 FRONTAGE ROAD, THIRD FLOOR	
<b>City:</b>	HAMPTON	
<b>State/Country:</b>	NEW JERSEY	
<b>Postal Code:</b>	08827-9001	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	5918596
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(732)815-1330	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Email:</b>	docket@dsiplaw.com	
<b>Correspondent Name:</b>	SERVILLA WHITNEY LLC	
<b>Address Line 1:</b>	33 WOOD AVENUE SOUTH	
<b>Address Line 2:</b>	SECOND FLOOR, SUITE 210	
<b>Address Line 4:</b>	ISELIN, NEW JERSEY 08830	
<b>ATTORNEY DOCKET NUMBER:</b>	US5918596	
<b>NAME OF SUBMITTER:</b>	RORY P. ALEGRIA	
<b>SIGNATURE:</b>	/Rory P. Alegria, Reg. No. 66,947/	
<b>DATE SIGNED:</b>	03/17/2014	
<b>Total Attachments: 30</b> source=00426672#page1.tif source=00426672#page2.tif source=00426672#page3.tif source=00426672#page4.tif source=00426672#page5.tif source=00426672#page6.tif		

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**PURCHASE AND ASSIGNMENT AGREEMENT BETWEEN  
INO THERAPEUTICS LLC**

**(as Buyer)**

**and**

**DATEX-OHMEDA, INC.**

**(as Seller)**

**Dated as of June 27, 2008**

## PURCHASE AND ASSIGNMENT AGREEMENT

AGREEMENT dated as of June 27, 2008 (the "Effective Date"), between INO Therapeutics LLC, a Delaware limited liability company ("Buyer") and Datex-Ohmeda, Inc., a Delaware corporation (including its successors and assigns, "Seller", Buyer and Seller are each a "Party" to this Agreement).

### WITNESSETH:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

### ARTICLE I DEFINITIONS

Section 1.01 Definitions. The following terms, as used herein, have the following meanings:

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

"Patents" means Seller's patents, applications, patent registrations, patent disclosures, all industrial design registrations and access to the case files and documented technical information licensed to Buyer under the Buyer's License Agreement and all related continuations, continuations-in-part, divisionals, reissues, reexaminations, and extensions of any of the foregoing, including, without limitation, the patents listed in Exhibit A hereto.

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

## ARTICLE II PURCHASE AND ASSIGNMENT OF RIGHTS

Section 2.01 Purchase and Assignment. Upon the terms and subject to the conditions of this Agreement:

(a) Buyer agrees to purchase from Seller, and Seller agrees to sell, transfer, assign and deliver, or cause to be sold, transferred, assigned and delivered, to Buyer, on the Effective Date, free and clear of all Liens, all right, title and interest of Seller in and to the Patents and Trademarks pursuant to that certain Patent Assignment in substantially the form attached hereto as Exhibit B

[REDACTED]

[REDACTED]

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IN WITNESS WHEREOF, the Parties have caused this Purchase and Assignment Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

INO THERAPEUTICS LLC

By: \_\_\_\_\_  
Name:  
Title:

DATEX-OHMEDA, INC.

By: \_\_\_\_\_  
Name: *JJ Chavez*  
Title:

*CFO. Clinical Systems.*

IN WITNESS WHEREOF, the Parties have caused this Purchase and Assignment Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

INO THERAPEUTICS LLC

By: 

Name: DAVID E. SHAW

Title: EXECUTIVE CHAIRMAN

DATEX-OHMEDA, INC.

By: \_\_\_\_\_

Name:

Title:

PATENT

REEL: 032456 FRAME: 0153

Exhibit A

Patents and Trademarks

D. Bathe, T. Kohlmann, J. Pinkert, R. Tham

Nitric Oxide Delivery System

US 5,558,083

Aust. 683,918

Japan 2,702,675

Canada 2,133,516

Eur. 659,445 (AT, FR, DE, IT, ES, SE, UK)

D. Bathe, F. Montgomery, R. Roehl

System for Predicting NO<sub>2</sub> Concentration

US 5,699,790

Eur. 796,632 (DE, ES, FR, IT UK)

D. Bathe, F. Montgomery

System for Correcting NO<sub>2</sub> Concentration Measurements in a Gas Sampling System

US 5,732,694

D. Bathe, T. Kohlmann, R. Tham

Pause Control of Nitric Oxide Therapy

US 5,732,693

D. Bathe

System for Monitoring Therapy During Calibration

US 5,752,504

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Exhibit B**

**Patent Assignment**

**PATENT ASSIGNMENT**

**WHEREAS**, Datex-Ohmeda, Inc., a corporation having a place of business at 3030 Ohmeda Drive, Madison, Wisconsin 53718, hereinafter generally referred to as "ASSIGNOR," is the sole and exclusive owner of the patents and patent applications listed in Appendix A, and the inventions disclosed therein;

**WHEREAS**, INO Therapeutics LLC, a limited liability company having a place of business at 6 Route 173, Clinton, New Jersey 08809, hereinafter generally referred to as "ASSIGNEE," is desirous of acquiring the entire right, title and interest in and to said patents, patent applications and inventions; and

**WHEREAS**, ASSIGNOR, is desirous of transferring to ASSIGNEE, its entire right, title and interest in and to said patents, patent applications and inventions;

**NOW, THEREFORE**, in consideration of the sum of One Dollar and other good and valuable executed consideration, the full receipt and sufficiency of all of which are hereby acknowledged and intending to be legally bound hereby the undersigned ASSIGNOR, hereby sells, assigns, transfers and conveys unto the above-named ASSIGNEE, the whole and entire right, title and interest:

(a) in and to said inventions as described in the patents and patent applications listed in Appendix A, for the territory of the United States and its possessions and territories and all foreign countries;

(b) in and to the patents and patent applications listed in Appendix A and any and all related United States and foreign patent applications disclosing said inventions, including provisionals, non-provisionals, divisions, continuations, continuations-in-part, continued prosecution applications, and requests for continued examinations and any other related United States and foreign patent applications thereof, along with all rights of priority created by said patent applications under any treaty relating thereto; and

(c) in and to all United States and foreign patents which may be granted on any and all of said patent applications, including extensions, reissues and reexamination certificates thereof;

(d) in and to all rights to sue for and damages resulting from future infringement of all United States and foreign patents granted or to be granted on any and all of said patents and patent applications, and inventions disclosed therein, and related patents and/or patent applications including extensions, reissues, and reexamination certificates thereof. ASSIGNOR shall be entitled to 50% of any recovery for past infringement occurring prior to June 27, 2008. The 50% of any recovery will be calculated after ASSIGNEE recovers expenses associated with collection of the past damages.

;

(e) said inventions, applications and patents to be held and enjoyed by the above-named ASSIGNEE, for ASSIGNEE's own use and benefit, and for ASSIGNEE's legal representatives and assigns to the full end of the term or terms for which said patents may be granted, as fully and entirely as the same would have been held by the undersigned ASSIGNOR had this assignment and sale not been made; and for the aforesaid consideration ASSIGNOR hereby covenants, agrees and undertakes to execute, whenever requested by the above-named ASSIGNEE, all patent applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the patents and patent applications hereby assigned or agreed to be assigned in the United States and its possessions and territories and all foreign countries; all without further compensation to the undersigned ASSIGNOR.

It is agreed that ASSIGNOR shall be legally bound, upon request and at the expense of ASSIGNEE or its successors or assigns or a legal representative thereof, as it relates to legal proceedings to supply all information and evidence of which the undersigned has knowledge or possession, relating to the making and practicing of the inventions, and to testify in any legal proceeding relating thereto.

ASSIGNOR hereby represents and warrants that it has full right, power and authority to assign ASSIGNOR'S entire right, title, and interest in said patents and patent applications, and inventions disclosed therein, and to consummate the Assignment contemplated herein. ASSIGNOR also represents and warrants that it has full right, power, and authority to enter into, execute, and deliver this Assignment, the execution and delivery of which have been duly authorized by all necessary action on the part of ASSIGNOR, and no other authorization or proceedings on the part of ASSIGNOR are necessary to authorize this Assignment. This Assignment has been duly executed and delivered and constitutes a valid, binding and enforceable Assignment of ASSIGNOR'S entire right, title, and interest in the patents and patent applications, and inventions disclosed therein.

ASSIGNOR hereby warrants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.

(SIGNATURE PAGE FOLLOWS)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Datex-Ohmeda, Inc by  
[NAME] its [TITLE]

STATE OF

:

: ss.

COUNTY OF


:

Before me, a notary public in and for the State and County aforesaid, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, who being to me personally known, and who having first executed the foregoing Assignment in connection with the patents and patent applications listed in Appendix A hereto in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

\_\_\_\_\_  
Notary Public

My Commission Expires:

6/27/08  
(Date)

  
Datex-Ohmeda, Inc by  
[NAME] its [TITLE]

J. J. Charon

Cfo - Clinical Services

STATE OF

:  
: ss.  
:

COUNTY OF

Before me, a notary public in and for the State and County aforesaid, on this 27<sup>th</sup> day of June, 2008, personally appeared J. J. Charon, who being to me personally known, and who having first executed the foregoing Assignment in connection with the patents and patent applications listed in Appendix A hereto in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

Mary K Benkert  
Notary Public

My Commission Expires: 7/26/09

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
INO Therapeutics LLC by  
[NAME] its [TITLE]

STATE OF

:

: ss.

COUNTY OF

:

Before me, a notary public in and for the State and County aforesaid, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, who being to me personally known, and who having first executed the foregoing Assignment in connection with the patents and patent applications listed in Appendix A hereto in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.


\_\_\_\_\_  
Notary Public

My Commission Expires:



6-27-08

(Date)

  
INO Therapeutics LLC by  
its \_\_\_\_\_

DAVID E. SHAW  
EXECUTIVE CHAIRMAN

STATE OF

:  
: ss.  
:

COUNTY OF

Before me, a notary public in and for the State and County aforesaid, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, who being to me personally known, and who having first executed the foregoing Assignment in connection with the patents and patent applications listed in Appendix A hereto in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

\_\_\_\_\_  
Notary Public

My Commission Expires:

Appendix A

(See attached)

\_\_\_\_\_



[REDACTED]

[REDACTED]

[REDACTED]

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