

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																						
NATURE OF CONVEYANCE:	SECURITY AGREEMENT																						
CONVEYING PARTY DATA																							
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>IKARIA, INC.</td> <td>02/04/2013</td> </tr> <tr> <td>INO THERAPEUTICS LLC</td> <td>02/04/2013</td> </tr> <tr> <td>IKARIA DEVELOPMENT SUBSIDIARY ONE LLC</td> <td>02/04/2013</td> </tr> </tbody> </table>		Name	Execution Date	IKARIA, INC.	02/04/2013	INO THERAPEUTICS LLC	02/04/2013	IKARIA DEVELOPMENT SUBSIDIARY ONE LLC	02/04/2013														
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IKARIA DEVELOPMENT SUBSIDIARY ONE LLC	02/04/2013																						
RECEIVING PARTY DATA																							
<table border="1"> <tr> <td>Name:</td> <td>CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT</td> </tr> <tr> <td>Street Address:</td> <td>11 Madison Avenue</td> </tr> <tr> <td>City:</td> <td>New York</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>10010</td> </tr> </table>		Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT	Street Address:	11 Madison Avenue	City:	New York	State/Country:	NEW YORK	Postal Code:	10010												
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PROPERTY NUMBERS Total: 10																							
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CORRESPONDENCE DATA																							
Fax Number:	8668265420																						
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.																							

OP \$400.00 13038539

Phone: 301-638-0511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:

38427

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Total Attachments: 8
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RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

IKARIA, INC.
INO THERAPEUTICS LLC
IKARIA DEVELOPMENT SUBSIDIARY ONE LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) FEBRUARY 4, 2013

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
Internal Address: AS COLLATERAL AGENT

Street Address: 11 MADISON AVENUE

City: NEW YORK

State: NEW YORK

Country: USA Zip: 10010

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)
PLEASE SEE ATTACHED SCHEDULE.

B. Patent No.(s)
PLEASE SEE ATTACHED SCHEDULE

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: IP Research Plus

Internal Address: _____

Attn: Penelope J.A. Agodoa

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and patents involved: 10

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

FEBRUARY 5, 2013

Date

RYAN CRANE

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT
REEL: 029759 FRAME: 0694

SECOND SUPPLEMENTAL PATENT SECURITY AGREEMENT dated as of February 4, 2013 (this “**Agreement**”), among Ikaria, Inc. (“**Holdings**”), Ikaria Acquisition Inc. (the “**Borrower**”), the subsidiaries of the Borrower listed on Schedule I hereto (each a “**Subsidiary Party**”, collectively, the “**Subsidiary Parties**”) and Credit Suisse AG, Cayman Islands Branch, as Collateral Agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Guarantee and Collateral Agreement dated as of June 22, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Holdings, the Borrower the Subsidiary Parties and the other Subsidiary Guarantors party thereto and the Collateral Agent, (b) the Credit Agreement dated as of June 22, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Holdings, the Borrower, the Lenders party thereto and Credit Suisse AG, Cayman Islands Branch, as administrative agent (in such capacity, the “**Administrative Agent**”) and Collateral Agent, (c) the Patent Security Agreement dated as of June 22, 2011, among Holdings, the Borrower, the Subsidiary Parties party thereto and the Collateral Agent and (d) the First Supplemental Patent Security Agreement dated as of September 19, 2012, among Holdings, the Borrower, the Subsidiary Party party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties (but excluding in all cases all Excluded Collateral) now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Patent Collateral**”):

(a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States

Patent and Trademark Office or any similar offices in any other country, including the patents listed on Schedule II (the “***Patents***”), and all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern (and for the avoidance of doubt, any assets excluded from Article 9 Collateral pursuant to Section 4.01 of the Security Agreement shall not be part of the Patent Collateral).

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

IKARIA, INC.,

by

Matthew M. Bennett
Name: Matthew M. Bennett
Title: Vice President & Secretary

IKARIA ACQUISITION INC.,

by

Matthew M. Bennett
Name: Matthew M. Bennett
Title: Vice President & Secretary

INO THERAPEUTICS LLC,

by

Matthew M. Bennett
Name: Matthew M. Bennett
Title: Vice President & Secretary

IKARIA DEVELOPMENT SUBSIDIARY
ONE LLC,

by

Matthew M. Bennett
Name: Matthew M. Bennett
Title: Vice President & Secretary

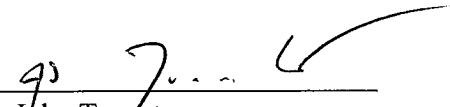
Signature Page to Ikaria Second Supplemental Patent Security Agreement

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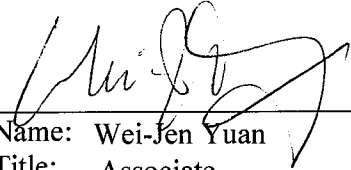
PATENT
REEL: 029759 FRAME: 0697

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral Agent,

by


Name: John Toronto
Title: Managing Director

by


Name: Wei-Jen Yuan
Title: Associate

Signature Page to Ikaria Second Supplemental Patent Security Agreement

[[3383255]]

PATENT
REEL: 029759 FRAME: 0698

Schedule I

Subsidiary Parties

INO THERAPEUTICS LLC

IKARIA DEVELOPMENT SUBSIDIARY ONE LLC

Schedule II

U.S. Patents Owned by Grantors

Country	Title	Status	Date Filed	App. No.	Grant Date	Patent No.	Entity
US	METHOD AND APARATUS FOR THE MANUFACTURE OF HIGH PURITY CARBON MONOXIDE	Pending	3/2/2011	13/038,539	N/A	N/A	IKARIA, INC.
US	METHODS OF REDUCING THE RISK OF OCCURRENCE OF PULMONARY EDEMA ASSOCIATED WITH INHALATION OF NITRIC OXIDE GAS	Pending	10/15/2012	13/651,660	N/A	N/A	INO THERAPEUTICS LLC
US	METHODS FOR TREATING PATIENTS WHO ARE CANDIDATES FOR INHALED NITRIC OXIDE TREATMENT	Pending	11/21/2012	13/683,417	N/A	N/A	INO THERAPEUTICS LLC
US	METHODS OF DISTRIBUTING A PHARMACEUTICAL PRODUCT COMPRISING NITRIC OXIDE GAS FOR INHALATION	Pending	11/21/2012	13/683,236	N/A	N/A	INO THERAPEUTICS LLC
US	SYSTEM FOR USE IN ADMINISTERING INHALED NITRIC OXIDE GAS	Pending	11/21/2012	13/683,444	N/A	N/A	INO THERAPEUTICS LLC
US	NITRIC OXIDE DELIVERY DEVICE	Pending	11/15/2012	13/677,483	N/A	N/A	INO THERAPEUTICS LLC
US	APPARATUS AND METHOD FOR MONITORING NITRIC OXIDE DELIVERY	Pending	11/7/2012	13/671,057	N/A	N/A	INO THERAPEUTICS LLC
US	LABELED ALGINATE CONJUGATES FOR MOLECULAR IMAGING APPLICATIONS	Pending	12/7/2012	13/708,306	N/A	N/A	IKARIA DEVELOPMENT SUBSIDIARY ONE LLC
US	PROCESS FOR MANUFACTURING PARTIALLY CROSS-LINKED ALGINATE SOLUTION	Pending	12/21/2012	13/723,989	N/A	N/A	IKARIA DEVELOPMENT SUBSIDIARY ONE LLC

US	CANNULA FOR MINIMIZING DILUTION OF DOSING DURING NITRIC OXIDE DELIVERY	Pending	12/4/2012	61/733,134	N/A	N/A	INO THERAPEUTICS LLC
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