

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|------------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|--|
| IKARIA ACQUISITION INC. | | 05/14/2010 | CORPORATION: DELAWARE |
| IKARIA, INC. | | 05/14/2010 | CORPORATION: DELAWARE |
| IKARIA RESEARCH, INC. | | 05/14/2010 | CORPORATION: DELAWARE |
| IKARIA INTERNATIONAL, INC. | | 05/14/2010 | CORPORATION: DELAWARE |
| IKARIA DEVELOPMENT SUBSIDIARY ONE LLC | | 05/14/2010 | LIMITED LIABILITY COMPANY: DELAWARE |
| IKARIA DEVELOPMENT SUBSIDIARY TWO LLC | | 05/14/2010 | LIMITED LIABILITY COMPANY: DELAWARE |
| INO THERAPEUTICS LLC | | 05/14/2010 | LIMITED LIABILITY COMPANY: DELAWARE |
| IKARIA THERAPEUTICS LLC | | 05/14/2010 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| 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 |
| Entity Type: | BANK: SWITZERLAND |

PROPERTY NUMBERS Total: 6

| Property Type | Number | Word Mark |
|----------------------|----------|------------|
| Registration Number: | 2109970 | INOCAL |
| Registration Number: | 2185947 | INOMAX |
| Registration Number: | 2532358 | INOPULSE |
| Registration Number: | 2678500 | INOTHERAPY |
| Serial Number: | 78863912 | COVOX |
| Serial Number: | 78959255 | INOMETER |

TRADEMARK

900165546

REEL: 004231 FRAME: 0484

OP \$165.00 2109970

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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: | 35850 |
| NAME OF SUBMITTER: | Penelope J.A. Agodoa |
| Signature: | /pja/ |
| Date: | 06/25/2010 |

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ADDITIONAL CONVEYING PARTIES

| |
|---------------------------------------|
| IKARIA, INC. |
| IKARIA RESEARCH, INC. |
| INO THERAPEUTICS, LLC |
| IKARIA INTERNATIONAL, INC. |
| IKARIA THERAPEUTICS LLC |
| IKARIA DEVELOPMENT SUBSIDIARY ONE LLC |
| IKARIA DEVELOPMENT SUBSIDIARY TWO LLC |

TRADEMARK SECURITY AGREEMENT dated as of May 14, 2010 (this "*Agreement*"), among Ikaria, Inc. ("*Holdings*"), Ikaria Acquisition Inc. (the "*Borrower*"), the subsidiaries of the Borrower listed on Schedule I hereto (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 14, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), among Holdings, the Borrower, the Lenders party thereto and the Collateral Agent and (b) the Credit Agreement dated as of 14, 2010 (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. 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 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 "*Trademark Collateral*"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark

Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the "*Trademarks*");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

but excluding in all cases any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C § 1051(c) or 15 U.S.C § 1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office.


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 Trademark 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 Trademark Collateral).

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

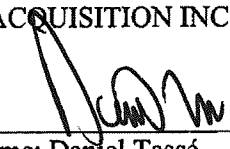
IKARIA, INC.

by


Name: Daniel Tassé
Title: Chairman and Chief Executive Officer

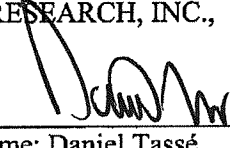
IKARIA ACQUISITION INC.,

by


Name: Daniel Tassé
Title: President

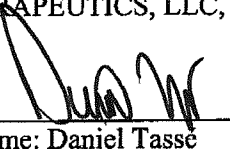
IKARIA RESEARCH, INC.,

by


Name: Daniel Tassé
Title: President

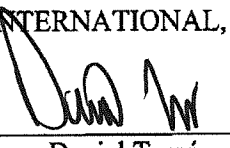
INO THERAPEUTICS, LLC,

by


Name: Daniel Tassé
Title: President and Chief Executive Officer

IKARIA INTERNATIONAL, INC.,

by


Name: Daniel Tassé
Title: President

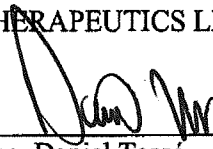
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Signature Page to Ikarria Trademark Security Agreement

TRADEMARK
REEL: 004231 FRAME: 0490

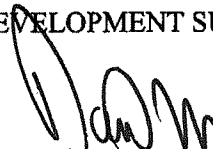
IKARIA THERAPEUTICS LLC,

by


Name: Daniel Tassé
Title: President

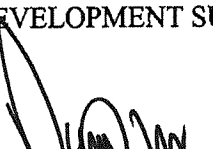
IKARIA DEVELOPMENT SUBSIDIARY
ONE LLC,

by


Name: Daniel Tassé
Title: President

IKARIA DEVELOPMENT SUBSIDIARY
TWO LLC,

by


Name: Daniel Tassé
Title: President

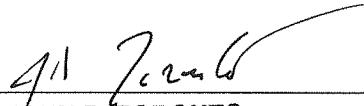
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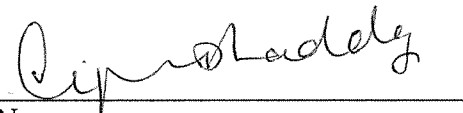
Signature Page to Ikaria Trademark Security Agreement

TRADEMARK
REEL: 004231 FRAME: 0491

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, AS COLLATERAL
AGENT,

BY


Name: JOHN D. TORONTO
Title: DIRECTOR

by 
Name: VIPUL DHADDA
Title: ASSOCIATE

Schedule I

| <u>Subsidiary Parties</u> |
|---------------------------------------|
| Ikaria Research, Inc. |
| INO Therapeutics, LLC |
| Ikaria International, Inc. |
| Ikaria Therapeutics LLC |
| Ikaria Development Subsidiary One LLC |
| Ikaria Development Subsidiary Two LLC |

Schedule II

I. Trademarks

(A) **Ikaria Research, Inc.**

(a) Trademarks

Research holds the following trademarks:

- Wordmark filed on April 22, 2005 in the United States and European Union

(B) **INO Therapeutics LLC**

(a) Trademarks and Trademark Applications Owned by INO Therapeutics LLC

(i) *U.S. Trademark Registrations*

| <u>Mark</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
|-----------------------|-----------------|------------------|
| INOCAL | 2,109,970 | 28.10.1997 |
| INOMAX | 2,185,947 | 01.09.1998 |
| INOPULSE ¹ | 2,532,358 | 21.01.2002 |
| INOTHERAPY | 2,678,500 | 21.01.2003 |

(ii) *U.S. Trademark Applications*

| <u>Mark</u> | <u>Application No.</u> | <u>Filing Date</u> |
|-------------|------------------------|--------------------|
| COVOX | 78/863,912 | 18.04.2006 |
| INOMETER | 78/959,255 | 24.08.2006 |

(iii) *Non-U.S. Trademark Registrations*

| <u>Country</u> | <u>Mark</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
|----------------|-------------|-----------------|------------------|
| Argentina | I-N-O | 1632662 | 06.12.2007 |
| Argentina | INOCAL | 1647527 | 12.10.2007 |
| Argentina | INOMAX | 1802805 | 22.08.2000 |
| Argentina | INOTHERAPY | 1808889 | 31.10.2000 |
| Argentina | INOTHERAPY | 1808890 | 31.10.2000 |
| Argentina | INOTHERAPY | 1810044 | 09.11.2000 |
| Argentina | INOTHERAPY | 1810045 | 09.11.2000 |
| Argentina | INOREG | 1811959 | 05.12.2000 |
| Argentina | INOREG | 1811960 | 05.12.2000 |
| Argentina | INOFLO | 2052090 | 07.11.2005 |

| <u>Country</u> | <u>Mark</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
|----------------|-------------|-----------------|------------------|
| Australia | I-N-O | 649377 | 22.12.1994 |
| Australia | INOCAL | 710276 | 07.06.1996 |
| Australia | INOMAX | 788810 | 22.03.1999 |
| Australia | INOblender | 1133965 | 04.04.2006 |
| Australia | INOMAX | 1134019 | 04.04.2006 |
| Australia | INOMAX | 2158935 | 17.05.2007 |
| Australia | INOblender | 2163772 | 12.06.2007 |
| Bolivia | INOMAX | 105147-C | 29.08.2006 |
| Bolivia | INOTHERAPY | 79013-C | 06.06.2000 |
| Bolivia | INOTHERAPY | 79014-C | 06.06.2000 |
| Bolivia | INOTHERAPY | 79015-C | 06.06.2000 |
| Bolivia | INOTHERAPY | 79016-C | 06.06.2000 |
| Bolivia | INOTHERAPY | 79017-C | 06.06.2000 |
| Bolivia | INOTHERAPY | 79018-C | 06.06.2000 |
| Bolivia | INOREG | 79019-C | 06.06.2000 |
| Bolivia | INOREG | 79020-C | 06.06.2000 |
| Bolivia | INOTHERAPY | 80368-C | 01.08.2000 |
| Bolivia | INOTHERAPY | 80414-C | 01.08.2000 |
| Bolivia | INOMAX | 105897-C | 09.10.2006 |
| Bolivia | INOblender | 106623-C | 27.11.2006 |
| Brazil | INOTHERAPY | 200034340 | 11.03.2003 |
| Brazil | I-N-O | 818924136 | 23.06.1998 |
| Brazil | INOCAL | 819273074 | 23.02.1999 |
| Brazil | INOTHERAPY | 821729187 | 11.02.2003 |
| Brazil | INOTHERAPY | 821729195 | 11.03.2003 |
| Brazil | INOTHERAPY | 821729217 | 11.03.2003 |
| Brazil | INOTHERAPY | 821729225 | 11.03.2003 |
| Brazil | INOTHERAPY | 821729233 | 11.03.2003 |
| Brazil | INOTHERAPY | 821729241 | 11.03.2003 |
| Brazil | INOREG | 821729267 | 11.03.2003 |
| Brazil | INOREG | 821729268 | 11.03.2003 |
| Brazil | INOTHERAPY | 827129209 | 11.02.2003 |
| Brazil | INOMAX | 821749005 | 27.01.2009 |
| Brazil | INOMAX | 828279225 | 06.05.2008 |
| Brazil | INOblender | 828287090 | 06.05.2008 |
| Canada | INOTHERAPY | TMA643009 | 27.06.2005 |
| Canada | INOFLO | TMA562856 | 30.05.2002 |
| Canada | INOCAL | TMA576744 | 28.02.2003 |
| Canada | I-N-O | TMA576774 | 03.03.2003 |
| Canada | INOMAX | TMA621362 | 01.10.2004 |
| Canada | INOMAX | TMA738008 | 15.04.2009 |
| Chile | INOTHERAPY | 553693 | 22.11.1999 |
| Chile | INOREG | 553695 | 22.11.1999 |
| Chile | INOTHERAPY | 559397 | 24.01.2000 |
| Chile | INOCAL | 571580 | 11.07.2000 |
| Chile | INOMAX | 598407 | 27.06.2001 |
| Chile | INOMAX | 762143 | 10.07.2006 |
| Chile | INOblender | 764847 | 14.08.2006 |
| China | INOblender | IR892785 | 04.04.2006 |
| China | INOMAX | IR893015 | 04.04.2006 |
| China | INOMAX | 928657 | 14.01.1997 |
| China | I-N-O | 928660 | 14.01.1997 |
| China | INOCAL | 1099385 | 14.09.1997 |

| <u>Country</u> | <u>Mark</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
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| China | INOTHERAPY | 1459228 | 14.10.2000 |
| China | INOREG | 1459243 | 14.10.2000 |
| China | INOTHERAPY | 1459493 | 14.10.2000 |
| China | INOTHERAPY | 1459508 | 14.10.2000 |
| China | INOTHERAPY | 1462541 | 21.10.2000 |
| China | INOREG | 1462542 | 21.10.2000 |
| China | INOTHERAPY | 1464135 | 28.10.2000 |
| China | INOTHERAPY | 1467378 | 28.10.2000 |
| China | INOTHERAPY | 1507781 | 14.01.2001 |
| China | INOTHERAPY | 2024212 | 07.10.2002 |
| Colombia | INOTHERAPY | 224751 | 10.03.2000 |
| Colombia | INOTHERAPY | 225903 | 13.04.2000 |
| Colombia | INOTHERAPY | 225942 | 13.04.2000 |
| Colombia | INOTHERAPY | 225943 | 13.04.2000 |
| Colombia | INOTHERAPY | 225944 | 13.04.2000 |
| Colombia | INOTHERAPY | 225945 | 13.04.2000 |
| Colombia | INOTHERAPY | 225946 | 13.04.2000 |
| Colombia | INOREG | 226006 | 13.04.2000 |
| Colombia | INOREG | 226007 | 13.04.2000 |
| Colombia | INOTHERAPY | 226043 | 13.04.2000 |
| Colombia | INOFLO | 226044 | 13.04.2000 |
| Colombia | INOFLO | 226864 | 19.05.2000 |
| Colombia | I-N-O | 300687 | 04.08.2005 |
| Colombia | INOCAL | 302673 | 16.08.2005 |
| Ecuador | INOTHERAPY | 2170-00 | 29.09.2000 |
| Ecuador | INOTHERAPY | 2171-00 | 29.09.2000 |
| Ecuador | INOTHERAPY | 2172-00 | 29.09.2000 |
| Ecuador | I-N-O | 2520-97 | 04.09.1997 |
| Ecuador | INOMAX | 4735-00 | 26.07.2000 |
| Ecuador | INOCAL | 4941-97 | 10.12.1997 |
| Ecuador | INOTHERAPY | 7253-00 | 17.10.2000 |
| Ecuador | INOTHERAPY | 7254-00 | 17.10.2000 |
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| Ecuador | INOTHERAPY | 7768-00 | 16.11.2000 |
| Ecuador | INOblander | 2181-07 | 25.06.2007 |
| Ecuador | INOFLO | 7257-00 | 17.10.2000 |
| Ecuador | INOFLO | 7258-00 | 17.10.2000 |
| Ecuador | INOMAX | 1604-07 | 06.12.2007 |
| European Community | INOPULSE | 2253482 | 18.07.2002 |
| Hong Kong | INOTHERAPY | 20004712 | 05.06.2006 |
| Hong Kong | INOTHERAPY | 20004713 | 05.06.2006 |
| Hong Kong | INOTHERAPY | 20004714 | 05.06.1999 |
| Hong Kong | INOTHERAPY | 200101402 | 05.06.1999 |
| Hong Kong | INOTHERAPY | 200101483 | 05.06.1999 |
| Hong Kong | INOTHERAPY | 200106471 | 05.06.1999 |
| Hong Kong | INOTHERAPY | 200106472 | 05.06.1999 |
| Hong Kong | INOTHERAPY | 20015749 | 05.06.1999 |
| Hong Kong | INOCAL | 2985/1998 | 11.06.1996 |
| Hong Kong | INOMAX | 300601893 | 17.03.2006 |
| Hong Kong | INOblander | 300619975 | 13.04.2006 |

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|----------------|-------------|-----------------|------------------|
| Hong Kong | INOMAX | 3618/2000 | 23.03.1999 |
| India | INOTHERAPY | 310288 | 17.01.2005 |
| India | INOREG | 860249 | 09.06.1999 |
| India | INOTHERAPY | 860252 | 26.04.2005 |
| India | INOTHERAPY | 860253 | 13.06.2003 |
| India | INOTHERAPY | 860254 | 27.06.2006 |
| India | INOTHERAPY | 860255 | 22.01.2005 |
| India | INOREG | 860258 | 09.06.1999 |
| India | I-N-O | 658085 | 09.03.1995 |
| India | INOMAX | 1433164 | 15.03.2006 |
| Indonesia | I-N-O | 356278 | 23.03.1995 |
| Indonesia | INOMAX | 356279 | 23.03.1995 |
| Indonesia | INOREG | 459267 | 16.07.1999 |
| Indonesia | INOTHERAPY | 459270 | 16.07.1999 |
| Indonesia | INOTHERAPY | 460301 | 16.07.1999 |
| Indonesia | INOTHERAPY | 460302 | 16.07.1999 |
| Indonesia | INOTHERAPY | 460303 | 16.07.1999 |
| Indonesia | INOTHERAPY | 460304 | 16.07.1999 |
| Indonesia | INOTHERAPY | 460305 | 16.07.1999 |
| Indonesia | INOTHERAPY | 460600 | 16.07.1999 |
| Indonesia | INOREG | 463975 | 15.10.1999 |
| Japan | INOblander | 892785 | 14.12.2007 |
| Japan | INOMAX | 893015 | 29.02.2008 |
| Japan | INOMAX | 4359499 | 04.02.2000 |
| Japan | INOREG | 4456726 | 02.03.2001 |
| Japan | INOTHERAPY | 4478969 | 01.06.2001 |
| Japan | INOMETER | 4710141 | 12.09.2003 |
| Japan | INOTHERAPY | 4765385 | 16.04.2004 |
| Japan | INOCAL | 4768539 | 30.04.2004 |
| Japan | INOMAX | 4783465 | 02.07.2004 |
| Malaysia | INOTHERAPY | 99005105 | 14.06.1999 |
| Malaysia | INOTHERAPY | 99005109 | 14.06.1999 |
| Mexico | INOTHERAPY | 620493 | 22.06.1999 |
| Mexico | INOTHERAPY | 622106 | 22.06.1999 |
| Mexico | INOTHERAPY | 622107 | 22.06.1999 |
| Mexico | INOTHERAPY | 622109 | 22.06.1999 |
| Mexico | INOTHERAPY | 622110 | 06.06.1999 |
| Mexico | INOTHERAPY | 624904 | 22.06.1999 |
| Mexico | INOTHERAPY | 647546 | 22.06.1999 |
| Mexico | INOTHERAPY | 656311 | 22.06.1999 |
| Mexico | INOMAX | 660113 | 26.06.2000 |
| Mexico | INOMETER | 824044 | 07.01.2004 |
| Mexico | INOMETER | 824496 | 07.01.2004 |
| Mexico | INOMETER | 825844 | 07.01.2004 |
| Mexico | INOMAX | 929889 | 14.03.2006 |
| Mexico | INOCAL | 980431 | 21.07.2006 |
| Mexico | INOblander | 932936 | 17.04.2006 |
| New Zealand | I-N-O | 244337 | 24.01.1997 |
| New Zealand | INOCAL | 263005 | 21.07.1997 |
| New Zealand | INOREG | 310700 | 07.12.2000 |
| New Zealand | INOREG | 310701 | 07.12.2000 |
| New Zealand | INOTHERAPY | 310704 | 07.12.2000 |

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| New Zealand | INOTHERAPY | 310705 | 07.12.2000 |
| New Zealand | INOTHERAPY | 310706 | 07.12.2000 |
| New Zealand | INOTHERAPY | 310707 | 07.12.2000 |
| New Zealand | INOTHERAPY | 310708 | 07.12.2000 |
| New Zealand | INOTHERAPY | 310709 | 07.12.2000 |
| New Zealand | INOTHERAPY | 310710 | 07.12.2000 |
| New Zealand | INOTHERAPY | 310711 | 07.12.2000 |
| New Zealand | INOMAX | 744310 | 14.09.2006 |
| New Zealand | INOb Blender | 746071 | 12.07.2007 |
| Pakistan | INOTHERAPY | 155651 | 10.06.2006 |
| Pakistan | INOTHERAPY | 155653 | 06.10.1999. |
| Pakistan | INOTHERAPY | 155909 | 25.06.1999 |
| Pakistan | INOCAL | 167271 | 24.10.2000 |
| Pakistan | INOTHERAPY | 155656 | 10.06.2006 |
| Pakistan | INOTHERAPY | 155648 | 10.06.2006 |
| Pakistan | I-N-O | 167274 | 24.10.2000 |
| Pakistan | INOMAX | 153912 | 24.03.1999 |
| Pakistan | INOTHERAPY | 155654 | 06.10.1999 |
| Pakistan | INOMAX | 219440 | 03.10.2006 |
| Pakistan | INOb Blender | 220555 | 04.07.2006 |
| Philippines | I-N-O | 4-1995-099402 | 30.07.2005 |
| Philippines | INOMAX | 4-2006-003069 | 13.11.2006 |
| Philippines | INOMAX | 4-2009-500140 | 08.09.2009 |
| Philippines | INOMAX | 4-2006-002837 | 30.04.2007 |
| Philippines | INOREG | 4-2002-007548 | 20.03.2005 |
| Singapore | INOb Blender | T06/18659C | 04.04.2006 |
| Singapore | INOMAX | T06/18715H | 04.04.2006 |
| Singapore | INOCAL | T96/05650C | 05.06.1996 |
| Singapore | INOMAX | T99/02879I | 23.03.1999 |
| Singapore | INOMAX | T06/18716F | 04.04.2006 |
| Singapore | INOMAX | T06/18717D | 04.04.2006 |
| Singapore | INOb Blender | T06/18657G | 04.04.2006 |
| Singapore | INOb Blender | T06/18658 ^E | 04.04.2006 |
| Singapore | INOTHERAPY | T99/06031 E | 14.06.1999 |
| Singapore | INOTHERAPY | T99/06033A | 14.06.1999 |
| South Africa | INOMAX | 1999/04450 | 19.03.1999 |
| South Africa | INOTHERAPY | 1999/11875 | 09.09.2002 |
| South Africa | INOTHERAPY | 1999/11877 | 09.09.2002 |
| South Africa | INOCAL | 96/07267 | 03.06.1996 |
| Taiwan | INOTHERAPY | 131154 | 16.10.2000 |
| Taiwan | INOTHERAPY | 137325 | 01.02.2001 |
| Taiwan | INOTHERAPY | 137557 | 01.02.2001 |
| Taiwan | INOMAX | 713867 | 16.04.1996 |
| Taiwan | INOCAL | 766655 | 16.07.1997 |
| Taiwan | INOTHERAPY | 890901 | 01.05.2000 |
| Taiwan | INOREG | 907827 | 01.10.2000 |
| Taiwan | INOTHERAPY | 907828 | 01.10.2000 |
| Taiwan | INOTHERAPY | 908744 | 16.10.2000 |
| Taiwan | INOTHERAPY | 910823 | 01.11.2000 |
| Taiwan | INOTHERAPY | 922174 | 01.01.2001 |
| Taiwan | INOREG | 932820 | 01.03.2001 |
| Taiwan | INOMAX | 1234266 | 01.11.2006 |
| Taiwan | INOb Blender | 1248877 | 01.02.2007 |

| <u>Country</u> | <u>Mark</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
|----------------|--------------|-----------------|------------------|
| Thailand | INOTHERAPY | TM121076 | 08.07.1999 |
| Thailand | INOTHERAPY | TM124636 | 08.07.1999 |
| Thailand | INOb Blender | TM251215 | 12.04.2006 |
| Thailand | INOMAX | TM40666 | 04.04.1995 |
| Thailand | INOCAL | TM59569 | 11.07.1996 |
| Thailand | INOMAX | TM254899 | 04.04.1995 |
| Uruguay | I-N-O | 381.551 | 04.08.2007 |
| Uruguay | INOb Blender | 370.252 | 16.05.2007 |
| Uruguay | INOMAX | 369.364 | 28.03.2007 |
| Uruguay | INOCAL | 392.509 | 05.06.2008 |
| Uruguay | INOMAX | 312.214 | 26.11.2001 |
| Uruguay | INOREG | 314.479 | 01.08.2000 |
| Uruguay | INOTHERAPY | 314.481 | 01.08.2000 |
| Venezuela | I-N-O | 197278-P | 09.05.1997 |
| Venezuela | INOCAL | 8395/96 | 23.01.1998 |
| Venezuela | INOREG | P-222131 | 07.07.2000 |
| Venezuela | INOTHERAPY | P-222134 | 07.07.2000 |
| Venezuela | INOTHERAPY | P-222135 | 07.07.2000 |
| Venezuela | INOTHERAPY | P-222136 | 07.07.2000 |
| Venezuela | INOTHERAPY | P-222137 | 07.07.2000 |
| Venezuela | INOTHERAPY | P-227171 | 28.09.2000 |
| Venezuela | INOREG | P-245654 | 22.11.2000 |
| Venezuela | INOTHERAPY | S-13330 | 07.07.2000 |
| Venezuela | INOTHERAPY | S-13331 | 07.07.2000 |
| Venezuela | INOTHERAPY | S-13332 | 07.07.2000 |
| Venezuela | INOMAX | P275561 | 30.11.2006 |
| Venezuela | INOb Blender | P282088 | 24.10.2007 |

(iv) *Non-U.S. Trademark Applications*

| <u>Country</u> | <u>Mark</u> | <u>Application No.</u> | <u>Application Date</u> |
|----------------|--------------|------------------------|-------------------------|
| Canada | INOb Blender | 1296888 | 06.04.2006 |
| India | INOb Blender | 1447168 | 12.04.2006 |
| Malaysia | I-N-O | 95/03799 | 24.04.1995 |
| Malaysia | INOTHERAPY | 99/05110 | 14.06.1999 |
| Malaysia | INOMAX | 2006/04524 | 22.03.2006 |
| Malaysia | INOb Blender | 2006/06346 | 19.04.2006 |
| Philippines | INOCAL | 4-2004-07800 | 24.08.2004 |
| Philippines | INOTHERAPY | 4-2006-003070 | 17.03.2006 |
| Philippines | INOb Blender | 4-2006-003882 | 07.04.2006 |
| Singapore | INOTHERAPY | T99/06034Z | 14.06.1999 |
| South Africa | INOMAX | 2006/05226 | 13.03.2006 |
| South Africa | INOb Blender | 2006/07894 | 07.04.2006 |
| Taiwan | INOb Blender | Pending | 05.04.2006 |
| Uruguay | INOMAX | 369364 | 10.03.2006 |
| Uruguay | INOb Blender | 370252 | 20.04.2006 |
| Venezuela | INOMAX | 6130-99 | 25.03.1999 |
| Venezuela | INOb Blender | 7649-06 | 07.04.2006 |

(v) *Trade Marks licensed by INO Therapeutics LLC from Datex-Ohmeda Inc.*

| Owner | Territory | Mark | Registration Number | Date of Registration |
|-------------------|----------------|---------|---------------------|----------------------|
| DATEX-OHMEDA INC. | U.S. Federal | INOVENT | 2100392 | 23.09.1997 |
| DATEX-OHMEDA INC. | Canada | INOVENT | TMA602882 | 20.02.2004 |
| OHMEDA, INC. | Mexico | INOVENT | 640079 | 31.01.2000 |
| OHMEDA, INC. | Austria | INOVENT | 166155 | 10.09.1996 |
| DATEX-OHMEDA INC. | Benelux | INOVENT | 597358 | - |
| DATEX-OHMEDA INC. | Czech Republic | INOVENT | 204847 | 30.10.1997 |
| OHMEDA, INC. | Denmark | INOVENT | 1996 4228 VR | 12.07.1996 |
| DATEX-OHMEDA INC. | Finland | INOVENT | 205107 | 14.03.1997 |
| DATEX-OHMEDA INC. | France | INOVENT | 96 628313 | - |
| DATEX-OHMEDA INC. | Germany | INOVENT | 39624872 | 17.09.1996 |
| DATEX-OHMEDA INC. | Hungary | INOVENT | 149063 | 10.03.1998 |
| DATEX-OHMEDA INC. | Ireland | INOVENT | 175919 | - |
| OHMEDA, INC. | Italy | INOVENT | 745601 | 31.03.1998 |
| DATEX-OHMEDA INC. | Latvia | INOVENT | M 40 003 | 20.03.1998 |
| DATEX-OHMEDA INC. | Lithuania | INOVENT | 32550 | 08.04.1999 |
| DATEX-OHMEDA INC. | Norway | INOVENT | 181568 | 24.04.1997 |
| DATEX-OHMEDA INC. | Poland | INOVENT | 114075 | 07.10.1999 |
| DATEX-OHMEDA INC. | Portugal | INOVENT | 317613 MNA | 05.03.1997 |
| DATEX-OHMEDA INC. | Spain | INOVENT | 2033843M0 | 16.12.1997 |
| DATEX-OHMEDA INC. | Switzerland | INOVENT | P 440217 | - |
| DATEX-OHMEDA INC. | United Kingdom | INOVENT | 2102255 | - |
| DATEX-OHMEDA INC. | Australia | INOVENT | 710275 | 07.06.1996 |
| DATEX-OHMEDA INC. | Japan | INOVENT | 4071529 | 17.10.1997 |

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(a) Trademarks.

- Lucassin®.
- Lucassin® rights in Australia, Canada and Mexico.