

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |                              |
|------------------------------|------------------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT               |
| <b>NATURE OF CONVEYANCE:</b> | Release of Security Interest |

**CONVEYING PARTY DATA**

| Name   | Formerly | Execution Date | Entity Type       |
|--|----------|----------------|-------------------|
| CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT |          | 06/22/2011     | BANK: SWITZERLAND |

**RECEIVING PARTY DATA**

|                        |   |
|------------------------|---|
| <b>Name:</b>           | IKARIA ACQUISITION INC.   |
| <b>Street Address:</b> | Perryville III Corporate Park, 53 Frontage Road, Third Floor, P.O. Box 9001 |
| <b>City:</b>           | Hampton   |
| <b>State/Country:</b>  | NEW JERSEY  |
| <b>Postal Code:</b>    | 08827-9001  |
| <b>Entity Type:</b>    | CORPORATION: DELAWARE   |

|                        |   |
|------------------------|---|
| <b>Name:</b>           | Ikaria, Inc.  |
| <b>Street Address:</b> | Perryville III Corporate Park, 53 Frontage Road, Third Floor, P.O. Box 9001 |
| <b>City:</b>           | Hampton   |
| <b>State/Country:</b>  | NEW JERSEY  |
| <b>Postal Code:</b>    | 08827-9001  |
| <b>Entity Type:</b>    | CORPORATION: DELAWARE   |

|                        |   |
|------------------------|---|
| <b>Name:</b>           | Ikaria International, Inc.  |
| <b>Street Address:</b> | Perryville III Corporate Park, 53 Frontage Road, Third Floor, P.O. Box 9001 |
| <b>City:</b>           | Hampton   |
| <b>State/Country:</b>  | NEW JERSEY  |
| <b>Postal Code:</b>    | 08827-9001  |
| <b>Entity Type:</b>    | CORPORATION: DELAWARE   |

|                        |   |
|------------------------|---|
| <b>Name:</b>           | Ikaria Therapeutics LLC   |
| <b>Street Address:</b> | Perryville III Corporate Park, 53 Frontage Road, Third Floor, P.O. Box 9001 |
| <b>City:</b>           | Hampton   |
| <b>State/Country:</b>  | NEW JERSEY  |

OP \$165.00 2109970

900198405

**TRADEMARK**  
 REEL: 004594 FRAME: 0322

|              |                                     |
|--------------|-------------------------------------|
| Postal Code: | 08827-9001                          |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

|                 |   |
|-----------------|---|
| Name:           | Ikaria Development Subsidiary One LLC                                       |
| Street Address: | Perryville III Corporate Park, 53 Frontage Road, Third Floor, P.O. Box 9001 |
| City:           | Hampton   |
| State/Country:  | NEW JERSEY  |
| Postal Code:    | 08827-9001  |
| Entity Type:    | LIMITED LIABILITY COMPANY: DELAWARE   |

|                 |   |
|-----------------|---|
| Name:           | Ikaria Development Subsidiary Two LLC                                       |
| Street Address: | Perryville III Corporate Park, 53 Frontage Road, Third Floor, P.O. Box 9001 |
| City:           | Hampton   |
| State/Country:  | NEW JERSEY  |
| Postal Code:    | 08827-9001  |
| Entity Type:    | LIMITED LIABILITY COMPANY: DELAWARE   |

|                 |                                      |
|-----------------|--------------------------------------|
| Name:           | Ikaria Research, Inc.                |
| Street Address: | 1616 Eastlake Avenue East, Suite 340 |
| City:           | Seattle                              |
| State/Country:  | WASHINGTON                           |
| Postal Code:    | 98102                                |
| Entity Type:    | CORPORATION: DELAWARE                |

|                 |   |
|-----------------|---|
| Name:           | INO Therapeutics LLC  |
| Street Address: | Perryville III Corporate Park, 53 Frontage Road, Third Floor, P.O. Box 9001 |
| City:           | Hampton   |
| State/Country:  | NEW JERSEY  |
| Postal Code:    | 08827-9001  |
| Entity Type:    | LIMITED LIABILITY COMPANY: DELAWARE   |

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**

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: | 37234                |
| NAME OF SUBMITTER:      | Penelope J.A. Agodoa |
| Signature:              | /pja/                |
| Date:                   | 07/29/2011           |

Total Attachments: 12  
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## RECORDATION FORM COVER SHEET TRADEMARKS 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):**

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS  
 COLLATERAL AGENT

- Individual(s)                       Association  
 General Partnership             Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other BANK

Citizenship (see guidelines) SWITZERLAND

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) JUNE 22, 2011

- Assignment                               Merger  
 Security Agreement                 Change of Name  
 Other RELEASE OF SECURITY INTEREST

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: IKARIA ACQUISITION INC.

Internal Address: \_\_\_\_\_

Street Address: Perryville III Corporate Park,  
 53 Frontage Road, Third Floor, P.O. Box 9001

City: Hampton

State: NJ

Country: USA                              Zip: 08827-9001

- Association    Citizenship \_\_\_\_\_  
 General Partnership    Citizenship \_\_\_\_\_  
 Limited Partnership    Citizenship \_\_\_\_\_  
 Corporation    Citizenship DELAWARE

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

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

B. Trademark Registration No.(s)  
 PLEASE SEE ATTACHED SCHEDULE

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party 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 registrations involved:** 6

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

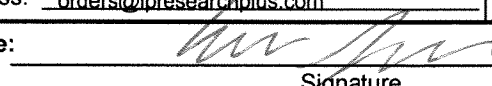
- Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

a. Credit Card    Last 4 Numbers \_\_\_\_\_  
 Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
 Authorized User Name \_\_\_\_\_

**9. Signature:**



JUNE 23, 2011

Signature

Date

ERIC SPIERER

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 12

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, VA 22313-1450

**Names and addresses of additional receiving parties:**

|   |  |
|---|--|
| Ikaria, Inc., a Delaware Corporation  | Perryville III Corporate Park, 53 Frontage Road,<br>Third Floor, P.O. Box 9001, Hampton, NJ,<br>08827-9001 |
| Ikaria International, Inc., a Delaware Corporation                          | Perryville III Corporate Park, 53 Frontage Road,<br>Third Floor, P.O. Box 9001, Hampton, NJ,<br>08827-9001 |
| Ikaria Therapeutics LLC, a Delaware Limited Liability Company               | Perryville III Corporate Park, 53 Frontage Road,<br>Third Floor, P.O. Box 9001, Hampton, NJ,<br>08827-9001 |
| Ikaria Development Subsidiary One LLC, a Delaware Limited Liability Company | Perryville III Corporate Park, 53 Frontage Road,<br>Third Floor, P.O. Box 9001, Hampton, NJ,<br>08827-9001 |
| Ikaria Development Subsidiary Two LLC, a Delaware Limited Liability Company | Perryville III Corporate Park, 53 Frontage Road,<br>Third Floor, P.O. Box 9001, Hampton, NJ,<br>08827-9001 |
| Ikaria Research, Inc., a Delaware Corporation                               | 1616 Eastlake Avenue East<br>Suite 340<br>Seattle, WA 98102  |
| INO Therapeutics LLC, a Delaware Limited Liability Company                  | Perryville III Corporate Park, 53 Frontage Road,<br>Third Floor, P.O. Box 9001, Hampton, NJ,<br>08827-9001 |

**TRADEMARK RELEASE OF SECURITY INTEREST**

THIS TRADEMARK RELEASE (the "Trademark Release") dated as of June 22, 2011 is made by Credit Suisse AG, Cayman Islands Branch, as Collateral Agent (the "Collateral Agent") acting for the benefit of Secured Parties. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement referred to below.

A. Reference is made to the Credit Agreement, dated as of May 14, 2010 (as amended, amended and restated, supplemented or otherwise modified through the date hereof, the "Existing Credit Agreement"), among Ikaria, Inc., a Delaware corporation ("Holdings"), Ikaria Acquisition Inc., a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto and Credit Suisse AG, Cayman Islands Branch, as administrative agent (in such capacity, the "Administrative Agent") and Collateral Agent.

B. Reference is made to the Guarantee and Collateral Agreement, dated as of May 14, 2010 (as amended, amended and restated, supplemented or otherwise modified through the date hereof, the "Security Agreement"), made by the Borrower, Holdings, the Subsidiaries of Holdings from time to time party thereto and the Collateral Agent. Pursuant to the Security Agreement, the Borrower, Holdings, Ikaria Research, Inc., a Delaware corporation ("Research"), INO Therapeutics LLC, a Delaware limited liability company ("INO"), Ikaria International, Inc., a Delaware corporation ("International"), Ikaria Therapeutics LLC, a Delaware limited liability company ("Therapeutics"), Ikaria Development Subsidiary One LLC, a Delaware limited liability company ("Development One"), and Ikaria Development Subsidiary Two LLC, a Delaware limited liability company ("Development Two" and, together with the Borrower, Holdings, Research, INO, International, Therapeutics and Development One, the "Trademark Grantors"), entered into a Trademark Security Agreement, dated as of May 14, 2010 (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Trademark Security Agreement"), pursuant to which the Trademark Grantors granted a security interest to the Collateral Agent, for the benefit of the Secured Parties, in, among other things, all right, title and interest of the Trademark Grantors in certain trademarks, trademark applications and trademark licenses set forth on Schedule I hereto (the "Trademarks"), which security interest was recorded with the United States Patent & Trademark Office as of June 25, 2010 at Reel/Frame 4231/0484.

C. The Obligations have been indefeasibly paid in full and, pursuant to Section 7.15 of the Security Agreement, all security interests granted by the Security Agreement have been terminated.

D. The Trademark Grantors have informed the Collateral Agent of their desire to obtain the release of all right, title and interest of the Secured Parties in and to the Trademarks.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby releases all right, title and interest

(including, without limitation, security interests) of the Collateral Agent and the Secured Parties in and to the Trademarks. The Collateral Agent hereby assigns, transfers and sets over to the Trademark Grantors all right, title and interest that the Collateral Agent and the Secured Parties may have in or to the Trademarks under the Security Agreement and the Trademark Security Agreement, together with the goodwill of the business symbolized by such Trademarks.

The Collateral Agent agrees to perform all further acts and execute and deliver, at the Borrower's expense, all further documents and/or instruments that may be necessary to carry out the provisions of this Trademark Release. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademarks, the Collateral Agent will execute and deliver, at the Borrower's expense, a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein. Any execution and delivery of documents or instruments, including this Trademark, shall be without recourse to or warranty by the Collateral Agent.

This Trademark Release shall be governed by and construed in accordance with the law of the State of New York and shall be binding upon the Collateral Agent's representatives, successors, assigns and transferees.

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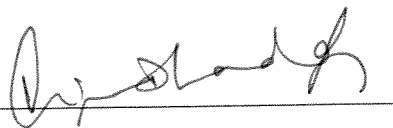
IN WITNESS WHEREOF, the Collateral Agent has duly executed this Trademark Release as of the day and year first above written.

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

by

  
Name: BILL O'DALY  
Title: DIRECTOR

by

  
Name: VIPUL DHADDA  
Title: ASSOCIATE

*Signature Page to Ikaria Trademark Release Agreement*

[[3287685]]

**TRADEMARK**  
**REEL: 004594 FRAME: 0329**



## Schedule I

### **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 <sup>1</sup> | 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      | INOb Blender | 1133965         | 04.04.2006       |
| Australia      | INOMAX       | 1134019         | 04.04.2006       |
| Australia      | INOMAX       | 2158935         | 17.05.2007       |
| Australia      | INOb Blender | 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        | INOb Blender | 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         | INOb Blender | 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          | INOb Blender | 764847          | 14.08.2006       |
| China          | INOb Blender | IR892785        | 04.04.2006       |
| China          | INOMAX       | IR893015        | 04.04.2006       |
| China          | INOMAX       | 928657          | 14.01.1997       |
| China          | I-N-O        | 928660          | 14.01.1997       |

| <u>Country</u>     | <u>Mark</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
|--------------------|-------------|-----------------|------------------|
| China              | INOCAL      | 1099385         | 14.09.1997       |
| 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       |
| Ecuador            | INOTHERAPY  | 7255-00         | 17.10.2000       |
| Ecuador            | INOTHERAPY  | 7256-00         | 17.09.2000       |
| Ecuador            | INOREG      | 7260-00         | 17.10.2000       |
| Ecuador            | INOREG      | 7261-00         | 17.10.2000       |
| 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       |

| <u>Country</u> | <u>Mark</u>  | <u>Reg. No.</u> | <u>Reg. Date</u> |
|----------------|--------------|-----------------|------------------|
| Hong Kong      | INOMAX       | 300601893       | 17.03.2006       |
| Hong Kong      | INOb Blender | 300619975       | 13.04.2006       |
| 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          | INOb Blender | 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         | INOb Blender | 932936          | 17.04.2006       |
| New Zealand    | I-N-O        | 244337          | 24.01.1997       |
| New Zealand    | INOCAL       | 263005          | 21.07.1997       |

| <u>Country</u> | <u>Mark</u> | <u>Reg. No.</u>        | <u>Reg. Date</u> |
|----------------|-------------|------------------------|------------------|
| New Zealand    | INOREG      | 310700                 | 07.12.2000       |
| New Zealand    | INOREG      | 310701                 | 07.12.2000       |
| New Zealand    | INOTHERAPY  | 310704                 | 07.12.2000       |
| 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    | INOblander  | 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       | INOblander  | 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      | INOblander  | 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      | INOblander  | T06/18657G             | 04.04.2006       |
| Singapore      | INOblander  | T06/18658 <sup>E</sup> | 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       |

| <u>Country</u> | <u>Mark</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
|----------------|-------------|-----------------|------------------|
| Taiwan         | INOTHERAPY  | 922174          | 01.01.2001       |
| Taiwan         | INOREG      | 932820          | 01.03.2001       |
| Taiwan         | INOMAX      | 1234266         | 01.11.2006       |
| Taiwan         | INOblender  | 1248877         | 01.02.2007       |
| Thailand       | INOTHERAPY  | TM121076        | 08.07.1999       |
| Thailand       | INOTHERAPY  | TM124636        | 08.07.1999       |
| Thailand       | INOblender  | 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        | INOblender  | 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      | INOblender  | 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         | INOblender  | 1296888                | 06.04.2006              |
| India          | INOblender  | 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       | INOblender  | 2006/06346             | 19.04.2006              |
| Philippines    | INOCAL      | 4-2004-07800           | 24.08.2004              |
| Philippines    | INOTHERAPY  | 4-2006-003070          | 17.03.2006              |
| Philippines    | INOblender  | 4-2006-003882          | 07.04.2006              |
| Singapore      | INOTHERAPY  | T99/06034Z             | 14.06.1999              |
| South Africa   | INOMAX      | 2006/05226             | 13.03.2006              |
| South Africa   | INOblender  | 2006/07894             | 07.04.2006              |
| Taiwan         | INOblender  | Pending                | 05.04.2006              |
| Uruguay        | INOMAX      | 369364                 | 10.03.2006              |
| Uruguay        | INOblender  | 370252                 | 20.04.2006              |
| Venezuela      | INOMAX      | 6130-99                | 25.03.1999              |
| Venezuela      | INOblender  | 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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- Lucassin® rights in Australia, Canada and Mexico.