

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IKARIA RESEARCH, INC.		06/22/2011	CORPORATION: DELAWARE
INO THERAPEUTICS LLC		06/22/2011	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: 10			
Property Type	Number	Word Mark	
Registration Number:	3450879	IKARIA	
Registration Number:	2109970	INOCAL	
Registration Number:	2185947	INOMAX	
Registration Number:	2532358	INOPULSE	
Registration Number:	2678500	INOTHERAPY	
Registration Number:	3314528	COVOX	
Serial Number:	78804293	IKARIA	
Serial Number:	78959255	INOMETER	
Serial Number:	85071349	INOMAX DSIR	
Serial Number:	85070932	DSIR	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		

OP \$265.00 3450879

900198451

**TRADEMARK
 REEL: 004594 FRAME: 0633**

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.
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Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	37235
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	07/29/2011

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT dated as of June 22, 2011 (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 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 Collateral Agent and (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. 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 all Excluded Collateral and 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).

[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: SECRETARY AND SENIOR VICE PRESIDENT

IKARIA ACQUISITION INC.,

by

Matthew M Bennett
Name: MATTHEW M. BENNETT.

Title: VICE PRESIDENT AND SECRETARY

IKARIA RESEARCH, INC.,

by

Matthew M Bennett
Name: MATTHEW M. BENNETT.

Title: VICE PRESIDENT AND SECRETARY.

INO THERAPEUTICS LLC,

by

Matthew M Bennett
Name: MATTHEW M. BENNETT

Title: VICE PRESIDENT AND SECRETARY.

IKARIA INTERNATIONAL, INC.,

by

Matthew M Bennett
Name: MATTHEW M. BENNETT.

Title: VICE PRESIDENT AND SECRETARY.

IKARIA THERAPEUTICS LLC,

by

Matthew M Bennett
Name: MATTHEW M. BENNETT.

Title: VICE PRESIDENT AND SECRETARY.

IKARIA DEVELOPMENT SUBSIDIARY
ONE LLC,

by



Name: MATTHEW M. BENNETT.
Title: VICE PRESIDENT AND SECRETARY.

IKARIA DEVELOPMENT SUBSIDIARY
TWO LLC,

by



Name: MATTHEW M. BENNETT.
Title: VICE PRESIDENT AND SECRETARY.


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 Security Agreement

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TRADEMARK
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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

U.S. Trademarks Owned by Grantors

Mark	Date Filed	Application No.	Reg. Date	Reg. No.	Entity
IKARIA	22 April 2005	78/614,854		3,450,879	IKARIA RESEARCH, INC.
IKARIA & design	01 February 2006	78/804,293			IKARIA RESEARCH, INC.
INOCAL			28.10.1997	2,109,970	INO THERAPEUTICS LLC
INOMAX			01.09.1998	2,185,947	INO THERAPEUTICS LLC
INOPULSE ¹			21.01.2002	2,532,358	INO THERAPEUTICS LLC
INOTHERAPY			21.01.2003	2,678,500	INO THERAPEUTICS LLC
COVOX	18.04.2006	78/863,912		3,314,528	INO THERAPEUTICS LLC
INOMETER	24.08.2006	78/959,255			INO THERAPEUTICS LLC
INOMAX DSIR	25.06.2010	85/071,349			INO THERAPEUTICS LLC
DSIR	24.06.2010	85/070,932			INO THERAPEUTICS LLC

U.S. Trademarks Licensed by Third Parties to Grantors

Mark	Date of License	Reg. Date	Reg. No.	Licensor	Licensee
Lucassin®					IKARIA THERAPEUTICS LLC

U.S. Trademarks Licensed to Third Parties by Grantors

Mark	Date of License	Reg. Date	Reg. No.	Licensor	Licensee
INOVENT		23.09.1997	2,100,392	INO THERAPEUTICS LLC	AGA AB

¹ This trademark has been assigned to INO THERAPEUTICS LLC and recording of such assignment is currently in progress in trademark offices.