

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, INC.		09/19/2012	CORPORATION: DELAWARE
	INO THERAPEUTICS LLC		09/19/2012	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:	3778585	IKARIA ADVANCING CRITICAL CARE	
	Registration Number:	3778584	IKARIA	
	Registration Number:	3758037	IKARIA ADVANCING CRITICAL CARE	
	Registration Number:	3778583	IKARIA	
	Registration Number:	3893703	INOPULSE	
	Registration Number:	2100392	INOVENT	
CORRESPONDENCE DATA				
Fax Number:	8668265420			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	301-638-0511			
Email:	ipresearchplus@comcast.net			
Correspondent Name:	IP Research Plus, Inc.			
Address Line 1:	21 Tadcaster Circle			

OP \$165.00 3778585

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

ATTORNEY DOCKET NUMBER:	38146
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	09/28/2012

Total Attachments: 7
source=38146#page1.tif
source=38146#page2.tif
source=38146#page3.tif
source=38146#page4.tif
source=38146#page5.tif
source=38146#page6.tif
source=38146#page7.tif

FIRST SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT dated as of September 19, 2012 (this "**Agreement**"), among Ikaria, Inc. ("**Holdings**"), Ikaria Acquisition Inc. (the "**Borrower**"), the subsidiary of the Borrower listed on Schedule I hereto (the "**Subsidiary Party**") 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 Party 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 and (c) the Trademark Security Agreement dated as of June 22, 2011, among Holdings, the Borrower and the Subsidiary Parties party thereto. 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 Party 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: Senior Vice President, Legal

IKARIA ACQUISITION INC.,

by Matthew M. Bennett

Name: Matthew M. Bennett
Title: Senior Vice President, Legal

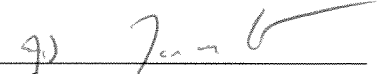
INO THERAPEUTICS LLC,

by Matthew M. Bennett

Name: Matthew M. Bennett
Title: Senior Vice President, Legal

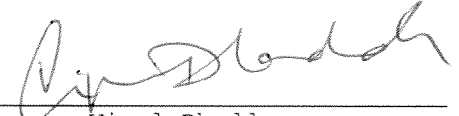
CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral Agent,

by



Name: John D. Toronto
Title: Managing Director

by



Name: Vipul Dhadda
Title: Associate

[[3366169]]

Signature Page to Ikaria Trademark Security Agreement

TRADEMARK
REEL: 004869 FRAME: 0271

Schedule I

<u>Subsidiary Party</u>
INO Therapeutics LLC

Schedule II

U.S. Trademarks Owned by Grantors

Mark	Date Filed	Application No.	Reg. Date	Reg. No.	Entity
IKARIA ADVANCING CRITICAL CARE	November 20, 2007	77/334,549	April 20, 2010	3,778,585	IKARIA, INC.
IKARIA (stylized)	November 20, 2007	77/334,547	April 20, 2010	3,778,584	IKARIA, INC.
IKARIA ADVANCING CRITICAL CARE (stylized)	August 16, 2007	77/257,398	August 16, 2007	3,758,037	IKARIA, INC.
IKARIA	November 20, 2007	77/334,544	April 20, 2010	3,778,583	IKARIA, INC.
INOPULSE	May 6, 2010	85/031,549	December 21, 2010	3,893,703	INO THERAPEUTICS LLC
INOMAX	April 4, 2006	79/026,770	August 14, 2007	3,280,185	INO THERAPEUTICS LLC
INOBLENDER	April 4, 2006	79/026,694	May 15, 2007	3,242,739	INO THERAPEUTICS LLC
INOVENT	June 24, 1996	75/124,072	September 23, 1997	2,100,392	INO THERAPEUTICS LLC

[[3366169]]