

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent		02/12/2014	BANK: SWITZERLAND

RECEIVING PARTY DATA

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
Internal Address:	THIRD FLOOR, P.O. BOX 9001
City:	HAMPTON
State/Country:	NEW JERSEY
Postal Code:	08827-9001
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY

Name:	IKARIA THERAPEUTICS LLC
Street Address:	PERRYVILLE III CORPORATE PARK, 53 FRONTAGE ROAD
Internal Address:	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: 23

OP \$590.00 3778583

Property Type	Number	Word Mark
Registration Number:	3778583	IKARIA
Registration Number:	3778584	IKARIA
Registration Number:	3778585	IKARIA ADVANCING CRITICAL CARE
Registration Number:	3758037	IKARIA ADVANCING CRITICAL CARE
Registration Number:	3450879	IKARIA
Serial Number:	85876474	ONSTORVIS
Serial Number:	85876469	TERLIVAZ
Serial Number:	85915731	
Serial Number:	85915748	
Serial Number:	85836260	NICU-PET
Registration Number:	4003732	DSIR
Registration Number:	3314528	COVOX
Registration Number:	2109970	INOCAL
Registration Number:	2185947	INOMAX
Registration Number:	4003735	INOMAX DSIR
Registration Number:	3893703	INOPULSE
Registration Number:	2678500	INOTHERAPY
Registration Number:	2100392	INOVENT
Serial Number:	85737439	INOMAX TOTAL CARE
Serial Number:	85743677	INOSAT
Serial Number:	85791541	INOCART
Serial Number:	85791544	INOCAL CADDY
Serial Number:	86062864	FLEXTRANET

CORRESPONDENCE DATA

Fax Number: 8668265420
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
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:

CRS1-39252

NAME OF SUBMITTER:

Penelope J.A. Agodoa

TRADEMARK

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Date:	02/18/2014
Total Attachments: 6 source=39252#page1.tif source=39252#page2.tif source=39252#page3.tif source=39252#page4.tif source=39252#page5.tif source=39252#page6.tif	

RELEASE OF SECOND LIEN TRADEMARK SECURITY INTEREST

THIS RELEASE OF TRADEMARK SECURITY INTEREST dated as of February 12, 2014 (this "**Release**") is made by CREDIT SUISSE AG, as Collateral Agent (the "**Collateral Agent**").

A. Reference is made to (a) the Second Lien Guarantee and Collateral Agreement dated as of July 3, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Ikaria, Inc. ("**Holdings**"), Ikaria Acquisition Inc. (the "**Borrower**"), the Subsidiaries of Holdings from time to time party thereto and the Collateral Agent, (b) the Second Lien Credit Agreement dated as of July 3, 2013 (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, as administrative agent (in such capacity, the "**Administrative Agent**") and Collateral Agent, (c) the Second Lien Trademark Security Agreement dated as of July 3, 2013, among Holdings, the Borrower, the Subsidiary Parties party thereto and the Collateral Agent and (d) the First Supplemental Second Lien Trademark Security Agreement dated as of November 1, 2013, among Holdings, the Borrower, the Subsidiary Party party thereto and the Collateral Agent (together with the Second Lien Trademark Security Agreement, the "**Second Lien Trademark Security Agreements**"). Capitalized terms used but not defined herein have the meaning assigned to such terms in the Credit Agreement, the Security Agreement or the Trademark Security Agreements, as applicable.

B. WHEREAS, pursuant to the Security Agreement, the Credit Agreement and the Trademark Security Agreements, the Grantors granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all right, title and interest of the Grantors, whether then owned or at any time thereafter acquired in (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, then existing or thereafter adopted or acquired, all registrations and recordings thereof, and all registrations 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 the trademarks set forth on Schedule I hereto (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 (the "**Released Trademarks**"), and

C. WHEREAS, the Second Lien Trademark Security Agreements which security interest was recorded with the United States Patent & Trademark Office on July 17, 2013, at Reel/Frame 5072/0179 and December 23, 2013, at Reel/Frame 5180/0643.

C. NOW THEREFORE, in connection with the repayment of all Loans and other amount owing, and the termination of all Commitments, under the Credit Agreement and the

release of security interests under the Loan Documents, the Grantors have informed the Collateral Agent of their desire to obtain the release of all right, title and interest of the Collateral Agent, the Secured Parties and each other grantee or beneficiary in and to the Trademarks granted under the Credit Agreement, the Security Agreement and the Trademark Security Agreements.

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 in and to the Released 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 Release. Any execution and delivery of documents or instruments, including this Release, shall be without recourse to, or representation or warranty by, the Collateral Agent.

THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS 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 Release as of the day and year first above written.

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

by


Name: JOHN D. TORONTO
Title: AUTHORIZED SIGNATORY

by


Name: WHITNEY GASTON
Title: AUTHORIZED SIGNATORY



[Signature Page to Second Lien Trademark Release]


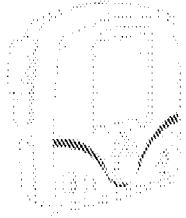
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TRADEMARK
REEL: 005218 FRAME: 0338

Schedule I

Trademarks and Trademark Applications

Mark	Date Filed	Application No.	Registration Date	Registration No.	Grantor
IKARIA			04/20/2010	3,778,583	Ikaria Research, Inc.
			04/20/2010	3,778,584	Ikaria Research, Inc.
IKARIA ADVANCING CRITICAL CARE			04/20/2010	3,778,585	Ikaria Research, Inc.
			03/09/2010	3,758,037	Ikaria Research, Inc.
IKARIA	04/22/2005	78/614,854	06/17/2008	3,450,879	Ikaria Research, Inc.
ONSTORVIS	03/14/2013	85/876,474			Ikaria Therapeutics LLC
TERLIVAZ	03/14/2013	85/876,469			Ikaria Therapeutics LLC

Mark	Date Filed	Application No.	Registration Date	Registration No.	Grantor
	04/26/2013	85/915,731			INO Therapeutics LLC
	04/26/2013	85/915,748			INO Therapeutics LLC
NICU-PET	01/30/2013	85/836,260			INO Therapeutics LLC
DSIR			07/26/2011	4,003,732	INO Therapeutics LLC
COVOX			10/16/2007	3,314,528	INO Therapeutics LLC
INOBlender			05/15/2007	3,242,739	INO Therapeutics LLC
INOCAL			10/28/1997	2,109,970	INO Therapeutics LLC
INOMAX			09/01/1998	2,185,947	INO Therapeutics LLC
INOMAX			08/14/2007	3,280,185	INO Therapeutics LLC
INOMAX DSIR			07/26/2011	4,003,735	INO Therapeutics LLC
INOPULSE			12/21/2010	3,893,703	INO Therapeutics LLC

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Mark	Date Filed	Application No.	Registration Date	Registration No.	Grantor
INOTHERAPY			01/21/2003	2,678,500	INO Therapeutics LLC
INOVENT			09/23/1997	2,100,392	INO Therapeutics LLC
INOMAX TOTAL CARE	09/25/2012	85/737,439			INO Therapeutics LLC
INOSAT	10/2/2012	85/743,677			INO Therapeutics LLC
INOCART	11/30/2012	85/791,541			INO Therapeutics LLC
INOCAL CADDY	11/30/2012	85/791,544			INO Therapeutics LLC
FLEXTRANET	9/12/2013	86/062,864			INO THERAPEUTICS LLC

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