

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AGA AB		03/28/2007	A Swedish aktiebolag: SWEDEN
RECEIVING PARTY DATA			
Name:	INO Therapeutics LLC		
Street Address:	6 Route 173		
City:	Clinton		
State/Country:	NEW JERSEY		
Postal Code:	08809		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2109970	INOCAL	
Registration Number:	2185947	INOMAX	
Registration Number:	2678500	INOTHERAPY	
CORRESPONDENCE DATA			
Fax Number:	(212)554-9651		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212.613.2071		
Email:	cclayton@gibbonslaw.com		
Correspondent Name:	Catherine M. Clayton		
Address Line 1:	One Pennsylvania Plaza, 37th Floor		
Address Line 2:	Gibbons P.C.		
Address Line 4:	New York, NEW YORK 10119		
ATTORNEY DOCKET NUMBER:	100281.60621		
NAME OF SUBMITTER:	Catherine M. Clayton		

CH \$90.00 2109970

Signature:	/cmc/
Date:	09/27/2007
<p>Total Attachments: 21</p> <p>source=INOAssignment#page1.tif source=INOAssignment#page2.tif source=INOAssignment#page3.tif source=INOAssignment#page4.tif source=INOAssignment#page5.tif source=INOAssignment#page6.tif source=INOAssignment#page7.tif source=INOAssignment#page8.tif source=INOAssignment#page9.tif source=INOAssignment#page10.tif source=INOAssignment#page11.tif source=INOAssignment#page12.tif source=INOAssignment#page13.tif source=INOAssignment#page14.tif source=INOAssignment#page15.tif source=INOAssignment#page16.tif source=INOAssignment#page17.tif source=INOAssignment#page18.tif source=INOAssignment#page19.tif source=INOAssignment#page20.tif source=INOAssignment#page21.tif</p>	

March 28, 2007

AGA AB

and

INO THERAPEUTICS LLC

GLOBAL IP ASSIGNMENT

LON1347316

TRADEMARK
REEL: 003629 FRAME: 0979

GLOBAL IP ASSIGNMENT

THIS GLOBAL IP ASSIGNMENT (*Agreement*), dated as of March 28, 2007, in entered into by and between **AGA AB**, a Swedish aktiebolag, having its principal place of business at 181 81 Lidingo, Sweden (*AGA*); and **INO THERAPEUTICS LLC**, a Delaware limited liability company, having its principal place of business at 6 Route 173, Clinton, New Jersey, 08809, U.S.A. (*INO-T* and, together with AGA, the *Parties*).

W I T N E S S E T H:

WHEREAS, the Linde Group is the owner of certain Intellectual Property which relates to INO-T's business.

WHEREAS, the INO-T Group is the owner of certain Intellectual Property which relates to the Linde Group's business.

WHEREAS, the Linde Group wishes to assign to INO-T all the INO-T IP subject to the terms and conditions set forth in this Agreement.

WHEREAS, the INO-T Group wishes to assign to AGA all the Linde IP subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual terms, conditions and other agreements set forth herein, the Parties hereto hereby agree as follows:

1. DEFINITIONS

(a) As used herein, the following terms have the following meanings:

Affiliate means, with respect to any Person, any other Person that controls, is controlled by or is under common control with such first Person (and for this purpose, the term control means the power to direct the management and policies of such Person (directly or indirectly), whether through ownership of voting securities, by Contract or otherwise (and the terms controlling and controlled have meanings correlative to the foregoing)).

Ancillary Agreement has the meaning set forth in the SPA.

Contract means any written contract, agreement, instrument, lease, license, indenture or promissory note.

Excluded IP means Intellectual Property that relates to any gas-related device, packaging and/or manufacturing technology that is not exclusively concerned with the medical use of carbon monoxide and/or inhaled nitric oxide.

Group means, in relation to INO-T, the INO-T Group and, in relation to AGA, the Linde Group.

INO-T Group means INO-T and/or all or any of its Affiliates, other than AGA and its Affiliates, from time to time (it being agreed that an Affiliate of AGA that is also an Affiliate of INO-T

shall not be considered part of the INO-T Group hereunder if such Person is an Affiliate of INO-T solely as a result of (a) the ownership of equity securities, or having the right to nominate and elect members of the board of directors, of Ikaria Holdings, Inc.; (b) having rights under any Ancillary Agreement; or (c) any combination thereof).

INO-T IP means: (a) as to all Intellectual Property other than Trademarks, all Intellectual Property other than Excluded IP owned by the Linde Group which is used in the business of INO-T or otherwise relates to the use of (including devices for the administration of) carbon monoxide or inhaled nitric oxide, alone or in combination with any other substance, for therapeutic use; and (b) as to Trademarks, all Trademarks owned by the Linde Group which are used or intended to be used in the business of INO-T outside the Linde Territories, including the Intellectual Property set out in Schedule 1.

Intellectual Property means (i) all patents (including utility, utility model and design patents, supplementary protection certificates, certificates of invention and the like), and all patent applications (including applications for utility, utility model and design patents, supplementary protection certificates, certificates of invention and the like), and all divisionals, continuations, continuations-in-part, reissues, reexaminations, renewals, extensions or additions to any such patents and patent applications, theretofore or hereafter filed or having legal force in any country of the world and all inventions and improvements disclosed therein ; (ii) all trademarks, service marks, trade names, trade dress, corporate names, brand names, designs, logos, commercial symbols and corporate names, whether registered or unregistered, and all registrations, applications for registration and renewals thereof, and all goodwill associated therewith, and the right to recover for past infringement thereof, heretofore or hereafter filed or having legal force in any country of the world (**Trademarks**); (iii) all works of authorship, whether or not registered (or copyrightable), and all applications, registrations, and renewals in connection therewith, including all rights to the foregoing throughout the world including all proprietary rights therein, copyrighted works, registrations thereof and applications therefore and any derivatives resulting therefrom; (iv) all know-how, including as they exist anywhere in the world, trade secrets, formulae, ideas, concepts, inventions and invention disclosures not subject to (i) above (whether or not patentable), discoveries, innovations, improvements, results, reports, information and data (including all business and technical information, and information and data relating to research, development, analytical methods, processes, formulations and compositions), utility models, projections, analyses and market studies, research summary data, research raw data, laboratory and programmer notebooks, methods, procedures, proprietary technology and information, operating and maintenance manuals, engineering and other drawings and sketches, manufacturing and production processes and techniques, designs, specifications, and blueprints; (v) all software and all copyrights therein throughout the world; (vi) all industrial designs and mask works and applications for registration for such industrial designs or mask works throughout the world; (vii) customer lists, supplier lists, pricing information, cost information, business and marketing research, plans, information and proposals, and the like not subject to (i) through (iv), above; (viii) all domain names, Internet addresses and other computer identifiers, web sites, URLs, web pages, registrations for any of the foregoing and similar rights and items, as they exist anywhere in the world; (ix) all other proprietary rights; and (x) all copies and tangible embodiments of the foregoing, whether whole or partial (in whatever form of medium, including, but not limited to, electronic media).

Linde Group means AGA and/or all or any of its Affiliates, other than INO-T and its Affiliates (it being agreed that an Affiliate of AGA that is also an Affiliate of INO-T shall be considered part of the Linde Group hereunder if such Person is an Affiliate of INO-T solely as a result of (a) the ownership of equity securities, or having the right to nominate and elect members of the board of directors, of Ikaria Holdings, Inc.; (b) having rights under any Ancillary Agreement; or (c) any combination thereof).

Linde IP means all Trademarks (and all copyright and other related rights therein) in the Linde Territories that are owned by the INO-T Group and are used or intended to be used by the Linde Group, including the Intellectual Property set out in Schedule 2.

Linde Territories means Albania, Andorra, Armenia, Austria, Azerbaijan, Azores, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Channel Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Faeroe Islands, Finland, France, Georgia, Germany, Gibraltar, Greece, Greenland, Hungary, Iceland, Ireland, Isle of Man, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Malta, Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Montenegro, Romania, Russian Federation, Serbia, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine, United Kingdom.

Parties has the meaning set forth in the preamble of this agreement.

Person means any individual or any corporation, limited liability company, partnership, trust, association or other entity of any kind.

SPA means the sale and purchase agreement, dated as of February 22, 2007 by and among Linde Gas Inc., Linde AG, Ikaria Holdings, Inc., Ikaria Acquisition Inc. and Ikaria, Inc.

- (b) All terms not defined herein shall have the meanings ascribed to them in the SPA.
- (c) In this Agreement
 - (i) the definitions of terms herein shall apply equally to the singular and plural forms of the terms defined;
 - (ii) any pronoun shall include the corresponding masculine, feminine and neuter forms;
 - (iii) the words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”;
 - (iv) any reference herein to any Person shall be construed to include such Person’s successors and permitted assigns;
 - (v) all references herein to Sections, Exhibits and Schedules shall be construed to refer to Sections of, and Exhibits and Schedules to, this Agreement; and

- (vi) the headings, captions and defined terms used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement.

2. ASSIGNMENT OF INTELLECTUAL PROPERTY

(a) AGA:

- (i) hereby assigns to INO-T all the INO-T IP owned by AGA; and
- (ii) shall cause any other relevant members of the Linde Group to assign to INO-T all INO-T IP owned by them.

(b) INO-T:

- (i) hereby assigns to AGA all the Linde IP owned by INO-T; and
- (ii) shall cause any other relevant members of the INO-T Group to assign to AGA all Linde IP owned by them.

- (c) The assignments referred to in Sections 2(a)-(b) above shall include the assignment of all right, title and interest in and to such rights (existing, contingent, expectant or otherwise) and all attached goodwill and statutory rights and all rights to sue for past, present or future infringement thereof, and to retain the proceeds resulting from the foregoing.

3. FURTHER ASSURANCES

- (a) Each Party agrees, on the reasonable request of the other, with reasonable promptness and for no additional consideration, to execute, endorse, acknowledge, swear to, seal or deliver, and take such other and further actions and/or file such other and further instruments and documents to more effectively or efficiently assign the Intellectual Property as contemplated by the terms of this Agreement.
- (b) Without limiting the generality of the foregoing, such actions shall include whatever is necessary or appropriate to effect a change in the title to all Intellectual Property assigned hereunder, including cooperating with the other's service provider (or equivalent) to transfer responsibility for the payment of maintenance fees to the appropriate Party.
- (c) Each Party shall not, and shall cause the other members of its Group not to, commence any action, claim, litigation or suit against any member of the Group of the other Party in relation to any use of Excluded IP in the manner in which it is used by that member of the Group of the other Party as at, or as is contemplated at, the date of this Agreement.
- (d) If after the date of this Agreement, either Party (the *Using Party*) notifies the other Party (the *Owning Party*) in writing that the Using Party or any members of its Group has identified any Intellectual Property, other than Excluded IP or Intellectual Property already licensed to the Using Party or the relevant member of its Group, owned by the Owning Party or any members of its Group that, as of the date of this Agreement, is used

or contemplated to be used by the Using Party or any members of its Group, the Owning Party shall not, and shall cause the other members of its Group not to, commence any action, claim, litigation or suit against the Using Party or any such members of its Group in relation to any such Intellectual Property for such use or contemplated use.

4. MISCELLANEOUS

4.1 Amendment and Waiver

This Agreement may not be amended or modified except by an instrument in writing signed on behalf of INO-T and AGA. By an instrument in writing, INO-T or AGA may waive compliance by the other Party with any term or provision of this Agreement that such other Party was or is obligated to comply with or perform.

4.2 Third-Party Beneficiaries

This Agreement is for the sole and exclusive benefit of the Parties and their successors and permitted assigns, and nothing herein expressed or implied shall give, or be construed to give, to any Person, other than the Parties and such successors and permitted assigns, any legal or equitable right, remedies or claims under or with respect to this Agreement or any provisions hereof.

4.3 Counterpart Execution and Facsimile Delivery

This Agreement may be executed in any number of counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to the other Parties. Any such counterpart may be delivered by a Party by facsimile or e-mail, and any Party who signs this Agreement and transmits such signature to the other Party by facsimile or e-mail shall be deemed to have duly executed this Agreement.

4.4 Severability

If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other Persons or circumstances.

4.5 Consent to Jurisdiction

Each Party irrevocably submits to the exclusive jurisdiction of (a) the Supreme Court of the State of New York, New York County, and (b) the United States District Court for the Southern District of New York, for the purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby. Each Party agrees to commence any such action, suit or proceeding either in the United States District Court for the Southern District of New York or if such suit, action or other proceeding may not be brought in such court for jurisdictional reasons, in the Supreme Court of the State of New York, New York County. Each

Party further agrees that service of any process, summons, notice or document by U.S. registered mail to such Party's respective registered address shall be effective service of process for any action, suit or proceeding in New York with respect to any matters to which it has submitted to jurisdiction in this Section 4.5. Each Party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in (i) the Supreme Court of the State of New York, New York County, or (ii) the United States District Court for the Southern District of New York, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

4.6 Governing Law

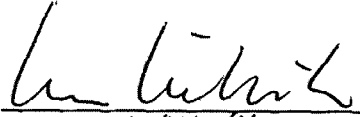
This Agreement shall be construed in accordance with, and this Agreement and all matters arising out of or relating in any way whatsoever (whether in contract, tort or otherwise) to this Agreement shall be governed by, the law of the State of New York.

4.7 Waiver of Jury Trial

Each Party hereby waives, to the fullest extent permitted by Applicable Law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under, or in connection with this Agreement and any transaction contemplated hereby. Each Party (a) certifies that no representative, agent or attorney of any other Party has represented, expressly or otherwise, that such other Party would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it and the other Parties have been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 4.7.

IN WITNESS WHEREOF, each of the Parties has duly executed this Agreement as of the date first written above.

AGA AB

By: 
Name: Lars Källsäter
Title: Vice President

INO THERAPEUTICS LLC

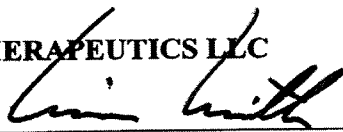
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the Parties has duly executed this Agreement as of the date first written above.

AGA AB

By: _____
Name: _____
Title: _____

INO THERAPEUTICS LLC

By: 
Name: DENNIS L. SMITH
Title: PRESIDENT & CEO

**SCHEDULE 1
INO-T IP**

1. PATENTS

Family	Territory	Serial No.	Filing Date	Patent or Pub. No.	Issue/ Pub Date
1	United States	271,688	7 July 1994	5,417,950	23 May 1995
	Australia	0020189	22 May 1995	693875	9 July 1998
	Singapore	0000548	31 May 1995	28281	1 April 1996
	South Korea	0019759	6 July 1995	0161607	16 Nov 1998
	Japan	0172125	7 July 1995	8057242	5 Mar 1996
	Canada	2149835	19 May 1995	2149835	8 Jan 1996
	South Africa	04572	2 June 1995	9504572	29 Mar 1996
2	United States	533,121	15 Sep 1995	5,670,125	23 Sep 1997
3	United States	533,821	26 Sep 1995	5,670,127	23 Sep 1997
	Australia	0065771	20 Sep 1996	704026	15 April 1999
	Canada	2183027	9 Aug 1996	2183027	27 Mar 1997
	Europe	0306853	20 Sep 1996	0788999	13 Aug 1997
	Japan	0252569	25 Sep 1996	9175804	8 July 1997
	South Korea	0042498	25 Sep 1996	100196886	15 June 1999
	Philippines	199653916	14 Aug 1996	1199653916	24 Mar 2000
	South Africa	0006983	16 Aug 1996	9606983	24 Feb 1997
4	United States	626,413	2 April 1996	5,692,495	2 Dec 1997
	Australia	0016239	11 Mar 1997	710642	9 Oct 1997
	Canada	2198557	26 Feb 1997	2198557	3 Oct 1997
	Europe	0302198	27 Mar 1997	0799793	8 Oct 1997
	Japan	1997124229	14 May 1997	10314309	2 Dec 1998
	Philippines	199755505	6 Feb 1997	1199755505	7 Mar 2000
	South Korea	0012047	1 April 1997	203721	15 June 1999
	South Africa	0002770	1 April 1997	9702770	24 Oct 1997

Family	Country	Filing date	Application Number	Patent Number	Status	Grant Date
1	Argentina	2 November 2000	P000105779		in examination	
	Australia	2 November 2000	1745601	AU 778347	granted/registered	2 December 2004
	Brazil	2 November 2000	PI0015329		in examination	
	Canada	2 November 2000	2,389,655		filed	
	Chile	2 November 2001	2991-2000		1st office action	
	China	2 November 2000	00815287.X	CN 815287	granted/registered	7 December 2005
	Czech Republic	2 November 2000	PV20021559		in examination	
	Germany	2 November 2000	60022070.2	EP 1225913 B1	granted/registered	17 August 2005
	Estonia	2 November 2000	P200200240		filed	
	Spain	2 November 2000	00980159.8	EP 1225913 B1	granted/registered	17 August 2005
	France	2 November 2000	00980159.8	EP 1225913 B1	granted/registered	17 August 2005
	Great Britain	2 November 2000	00980159.8	EP 1225913 B1	granted/registered	17 August 2005
	Italy	2 November 2000	00980159.8	EP 1225913 B1	granted/registered	17 August 2005
	Japan	2 November 2000	2001-534406		filed	17 August 2005
	Mexico	2 November	2002004069		filed	

		2000				
	Norway	2 November 2000	20022113		filed	
	Poland	2 November 2000	P354653		filed	
	Sweden	2 November 2000	00980159.8	EP 1225913 B1	granted/registered	17 August 2005
	Singapore	2 November 2000	200202170-7	SG 88376	granted/registered	30 July 2004
	United States	2 November 2000	10/129,147		2nd office action	
	South Africa	2 November 2000	20023391	ZA 20023391	granted/registered	26 Februar y 2003
2	Argentina	14 November 2001	P010105331		in examination	
	Australia	15 November 2001	2002214519	AU 2002214519	granted/registered	26 Novem ber 2004
	Canada	15 November 2001	2429224		filed	
	Chile	15 November 2001	2765-2001		2nd office action	
	China	15 November 2001	01820894.0		in examination	
	Czech Republic	15 November 2001	PV2003-1617		in examination	
	Estonia	15 November 2001	P200300226		filed	
	EPO	15 November 2001	01983064.5	1339428	to be granted	
	Israel	15 November	155968		filed	

		2001				
	Japan	15 November 2001	2002-542424		in examination	
	New Zealand	15 November 2001	526295	NZ 526295	granted/registered	10 February 2005
	Poland	15 November 2001	P362023		filed	
	Slovak Republic	15 November 2001	PV0731-2003		in examination	
	United States	15 November 2001	10/416,883		filed	
	South Africa	15 November 2001	20033845	ZA 20033845	granted/registered	24 November 2004
3	Australia	2 April 2004	PCT/SE2004/000511		filed	
	Canada	2 April 2004	2,521,052		filed	
	Chile	2 April 2004	0722-2004		filed	
	China	2 April 2004	03146249.9		filed	
	EPO	2 April 2004	04725572.4-2107	1608405	filed	
	Japan	2 April 2004	2006-508000		filed	
	Mexico	2 April 2004	PCT/SE2004/000511		filed	
	United States	23 May 2003	10/444,074		filed	

2. TRADE MARKS – REGISTRATIONS

Owner prior to execution of this Agreement	Territory	Mark	Registration Number	Date of Registration
AGA	Argentina	I-N-O	1632662	15.05.1997

AGA	Argentina	INOCAL	1647527	16.10.1997
AGA	Argentina	INOFLO	2052090	07.11.2005
AGA	Argentina	INOMAX	1802805	22.08.2000
AGA	Argentina	INOREG	1811960	05.12.2000
AGA	Argentina	INOREG	1811959	05.12.2000
AGA	Argentina	INOTHERAPY	1808889	31.10.2000
AGA	Argentina	INOTHERAPY	1808890	31.10.2000
AGA	Argentina	INOTHERAPY	1810044	09.11.2000
AGA	Argentina	INOTHERAPY	1810045	09.11.2000
AGA	Australia	I-N-O	649377	09.07.1996
AGA	Australia	INOCAL	710276	13.06.1997
AGA	Australia	INOMAX	788810	22.03.1999
AGA	Australia	INOREG	796440	04.06.1999
AGA	Australia	INOTHERAPY	796442	04.06.1999
AGA	Australia	INOMAX	893015	04.04.2006
AGA	Australia	INOblander	892785	04.04.2006
AGA	Bolivia	I-N-O	68808-C	11.11.1998
AGA	Bolivia	INOCAL	66748-C	07.08.1998
AGA	Bolivia	INOREG	79019	06.06.2000
AGA	Bolivia	INOREG	79020	06.06.2000
AGA	Bolivia	INOTHERAPY	80414	01.08.2000
AGA	Bolivia	INOTHERAPY	80368	01.08.2000
AGA	Bolivia	INOTHERAPY	79013	06.06.2000
AGA	Bolivia	INOTHERAPY	79014	06.06.2000
AGA	Bolivia	INOTHERAPY	79015	06.06.2000
AGA	Bolivia	INOTHERAPY	79016	06.06.2000
AGA	Bolivia	INOTHERAPY	79017	06.06.2000
AGA	Bolivia	INOTHERAPY	79018	06.06.2000
AGA	Bolivia	INOMAX	105897	09.10.2006
AGA	Bolivia	INOMAX	105147	29.08.2006
AGA	Bolivia	INOblander	106623	27.11.2006
AGA	Brazil	I-N-O	818924136	23.06.1998
AGA	Brazil	INOCAL	819273074	23.02.1999
AGA	Brazil	INOREG	821729268	11.03.2003
AGA	Brazil	INOREG	821729267	11.03.2003
AGA	Brazil	INOTHERAPY	821729187	11.03.2003
AGA	Brazil	INOTHERAPY	200034340	11.03.2003
AGA	Brazil	INOTHERAPY	821729195	11.03.2003
AGA	Brazil	INOTHERAPY	827129209	11.03.2003
AGA	Brazil	INOTHERAPY	821729217	11.03.2003
AGA	Brazil	INOTHERAPY	821729225	11.03.2003
AGA	Brazil	INOTHERAPY	821729233	11.03.2003
AGA	Brazil	INOTHERAPY	821729241	11.03.2003
AGA	Canada	I-N-O	576774	03.03.2003
AGA	Canada	INOCAL	576744	28.02.2003

AGA	Canada	INOFLO	562856	30.05.2002
AGA	Canada	INOMAX	621362	01.10.2004
AGA	Canada	INOTHERAPY	TMA643009	27.06.2005
AGA	Chile	INOCAL	571580	11.07.2000
AGA	Chile	INOMAX	598407	27.06.2001
AGA	Chile	INOREG	553695	22.11.1999
AGA	Chile	INOTHERAPY	553693	22.11.1999
AGA	Chile	INOTHERAPY	559397	24.01.2000
AGA	Chile	INOMAX	762143	10.07.2006
AGA	Chile	INOb Blender	764847	14.08.2006
AGA	China	I-N-O	928660	14.01.1997
AGA	China	INOCAL	1099385	14.09.1997
AGA	China	INOMAX	928657	14.01.1997
AGA	China	INOREG	1462542	21.10.2000
AGA	China	INOREG	1459243	14.10.2000
AGA	China	INOTHERAPY	1464135	28.10.2000
AGA	China	INOTHERAPY	1507781	14.01.2001
AGA	China	INOTHERAPY	1462541	21.10.2000
AGA	China	INOTHERAPY	1459228	14.10.2000
AGA	China	INOTHERAPY	1467378	28.10.2000
AGA	China	INOTHERAPY	1459508	14.10.2000
AGA	China	INOTHERAPY	1459493	14.10.2000
AGA	China	INOMAX	893015	04.04.2006
AGA	China	INOb Blender	892785	04.04.2006
AGA	Columbia	I-N-O	300687	04.08.2005
AGA	Columbia	INOCAL	302673	16.08.2005
AGA	Columbia	INOFLO	226044	13.04.2000
AGA	Columbia	INOFLO	226864	19.05.2000
AGA	Columbia	INOREG	226006	13.04.2000
AGA	Columbia	INOREG	226007	13.04.2000
AGA	Columbia	INOTHERAPY	225903	13.04.2000
AGA	Columbia	INOTHERAPY	225942	13.04.2000
AGA	Columbia	INOTHERAPY	224751	10.03.2000
AGA	Columbia	INOTHERAPY	225943	13.04.2000
AGA	Columbia	INOTHERAPY	225944	13.04.2000
AGA	Columbia	INOTHERAPY	225945	13.04.2000
AGA	Columbia	INOTHERAPY	225946	13.04.2000
AGA	Columbia	INOTHERAPY	226043	13.04.2000
AGA	Ecuador	I-N-O	2520-97	04.09.1997
AGA	Ecuador	INOCAL	4941-97	10.12.1997
AGA	Ecuador	INOMAX	4735-00	26.06.2000
AGA	Ecuador	INOREG	7261-00	17.10.2000
AGA	Ecuador	INOREG	7260-00	17.10.2000
AGA	Ecuador	INOTHERAPY	7253-00	17.10.2000
AGA	Ecuador	INOTHERAPY	7255-00	17.10.2000

AGA	Ecuador	INOTHERAPY	7254-00	17.10.2000
AGA	Ecuador	INOTHERAPY	7768-00	15.11.2000
AGA	Ecuador	INOTHERAPY	7256-00	17.09.2000
AGA	Ecuador	INOTHERAPY	2170-00	29.09.2000
AGA	Ecuador	INOTHERAPY	2171-00	29.09.2000
AGA	Ecuador	INOTHERAPY	2172-00	29.09.2000
AGA	Hong Kong	INOCAL	2985/1998	11.06.1996
AGA	Hong Kong	INOMAX	3618/2000	23.03.1999
AGA	Hong Kong	INOTHERAPY	20004712	05.06.2006
AGA	Hong Kong	INOTHERAPY	20004713	05.06.2006
AGA	Hong Kong	INOTHERAPY	200101483	05.06.1999
AGA	Hong Kong	INOTHERAPY	20004714	05.06.1999
AGA	Hong Kong	INOTHERAPY	200101402	05.06.1999
AGA	Hong Kong	INOTHERAPY	20015749	05.06.1999
AGA	Hong Kong	INOTHERAPY	200106471	05.06.1999
AGA	Hong Kong	INOTHERAPY	200106472	05.06.1999
AGA	Hong Kong	INOMAX	300601893	17.03.2006
AGA	Hong Kong	INOblender	300619975	13.04.2006
AGA	Indonesia	I-N-O	356278	12.03.1996
AGA	Indonesia	INOCAL	386703	08.09.1997
AGA	Indonesia	INOMAX	356279	12.03.1996
AGA	Indonesia	INOREG	463975	26.01.2001
AGA	Indonesia	INOREG	459267	21.12.2000
AGA	Indonesia	INOTHERAPY	460305	02.01.2001
AGA	Indonesia	INOTHERAPY	460304	02.01.2001
AGA	Indonesia	INOTHERAPY	460302	26.01.2001
AGA	Indonesia	INOTHERAPY	460303	02.01.2001
AGA	Indonesia	INOTHERAPY	463976	26.01.2001
AGA	Indonesia	INOTHERAPY	460600	03.01.2001
AGA	Indonesia	INOTHERAPY	460301	02.01.2001
AGA	Indonesia	INOTHERAPY	459270	21.12.2000
AGA	India	INOREG	860258	09.06.1999
AGA	India	INOREG	860249	09.06.1999
AGA	India	INOTHERAPY	310288	17.01.2005
AGA	India	INOTHERAPY	860252	26.04.2005
AGA	India	INOTHERAPY	860253	13.06.2003
AGA	India	INOTHERAPY	860254	27.06.2006
AGA	India	INOTHERAPY	860255	22.01.2005
AGA	Japan	INOCAL	4768539	30.04.2004
AGA	Japan	INOMAX	4359499	04.02.2000
AGA	Japan	INOMAX	4783465	02.07.2004
AGA	Japan	INOREG	4456726	02.03.2001
AGA	Japan	INOTHERAPY	4478969	01.06.2001
AGA	Japan	INOTHERAPY	4765385	16.04.2004
AGA	Japan	INOMETER	4710141	12.09.2003

AGA	Japan	INOMAX	893015	04.04.2006
AGA	Japan	INOblander	892785	04.04.2006
AGA	Mexico	INOMAX	660113	26.06.2000
AGA	Mexico	INOREG	624905	27.09.1999
AGA	Mexico	INOREG	620492	30.08.1999
AGA	Mexico	INOTHERAPY	622110	31.08.1999
AGA	Mexico	INOTHERAPY	620493	30.08.1999
AGA	Mexico	INOTHERAPY	624904	27.10.1999
AGA	Mexico	INOTHERAPY	622109	31.08.1999
AGA	Mexico	INOTHERAPY	622106	31.08.1999
AGA	Mexico	INOTHERAPY	647546	28.03.2000
AGA	Mexico	INOTHERAPY	656311	30.05.2000
AGA	Mexico	INOTHERAPY	622107	31.08.1999
AGA	Mexico	INOMETER	824044	27.02.2004
AGA	Mexico	INOMETER	824493	09.03.2004
AGA	Mexico	INOMETER	825844	22.03.2004
AGA	Mexico	INOMAX	929989	21.04.2006
AGA	Mexico	INOblander	932936	28.04.2006
AGA	Malaysia	INOCAL	97/10861	06.08.2004
AGA	Malaysia	INOMAX	95/03803	24.04.1995
AGA	Malaysia	INOREG	99005103	19.04.2002
AGA	Malaysia	INOREG	99/05106	14.06.2009
AGA	Malaysia	INOTHERAPY	99005108	14.07.1999
AGA	Malaysia	INOTHERAPY	99005248	09.07.2002
AGA	Malaysia	INOTHERAPY	99005105	24.05.2002
AGA	Malaysia	INOTHERAPY	99005113	14.06.1999
AGA	Malaysia	INOTHERAPY	99005112	14.06.1999
AGA	Malaysia	INOTHERAPY	99/05111	25.06.2003
AGA	New Zealand	I-N-O	B244337	22.12.1994
AGA	New Zealand	INOCAL	263005	04.06.1996
AGA	New Zealand	INOREG	310701	07.12.2000
AGA	New Zealand	INOREG	310700	07.12.2000
AGA	New Zealand	INOTHERAPY	310704	07.12.2000
AGA	New Zealand	INOTHERAPY	310705	07.12.2000
AGA	New Zealand	INOTHERAPY	310706	07.12.2000
AGA	New Zealand	INOTHERAPY	310707	07.12.2000
AGA	New Zealand	INOTHERAPY	310708	07.12.2000
AGA	New Zealand	INOTHERAPY	310709	07.12.2000
AGA	New Zealand	INOTHERAPY	310710	07.12.2000
AGA	New Zealand	INOTHERAPY	310711	07.12.2000
AGA	New Zealand	INOMAX	744310	10.03.2006
AGA	Philippines	I-N-O	4-1995-0099	30.07.2005
AGA	Pakistan	INOCAL	167271	24.10.2000
AGA	Pakistan	INOTHERAPY	155651	04.05.2005
AGA	Pakistan	INOTHERAPY	155653	25.05.2005

AGA	Pakistan	INOTHERAPY	155909	25.06.1999
AGA	Singapore	INOCAL	T96/05650C	05.06.1996
AGA	Singapore	INOMAX	T99/028791	23.03.1999
AGA	Singapore	INOREG	T99/06040D	14.06.1999
AGA	Singapore	INOREG	T99/06041B	14.06.1999
AGA	Singapore	INOTHERAPY	T99/06030G	14.06.1999
AGA	Singapore	INOTHERAPY	T99/06031 E	14.06.1999
AGA	Singapore	INOTHERAPY	T99/06032C	14.06.1999
AGA	Singapore	INOTHERAPY	T99/06033A	14.06.1999
AGA	Singapore	INOTHERAPY	T99/06035H	14.06.1999
AGA	Singapore	INOTHERAPY	T99/06036F	14.06.1999
AGA	Singapore	INOTHERAPY	T99/06037D	14.06.1999
AGA	Singapore	INOMAX	893015 (partial refusal of protection)	04.04.2006
AGA	Singapore	INOblender	892785	04.04.2006
AGA	Thailand	INOCAL	Kor59569	11.07.1996
AGA	Thailand	INOMAX	Kor40666	04.04.1995
AGA	Thailand	INOREG	114886	21.06.2000
AGA	Thailand	INOREG	112867	08.07.1999
AGA	Thailand	INOTHERAPY	119597	08.07.1999
AGA	Thailand	INOTHERAPY	Kor121076	03.10.2000
AGA	Thailand	INOTHERAPY	110360	08.07.1999
AGA	Thailand	INOTHERAPY	Kor124636	06.12.2000
AGA	Thailand	INOTHERAPY	113844	08.07.1999
AGA	Thailand	INOTHERAPY	10643	08.07.1999
AGA	Thailand	INOTHERAPY	10642	08.07.1999
AGA	Thailand	INOTHERAPY	10641/Bor	12.09.1999
AGA	Thailand	INOblender	Kor251215	12.04.2006
AGA	Taiwan	INOCAL	766655	16.07.1997
AGA	Taiwan	INOMAX	713867	16.04.1996
AGA	Taiwan	INOREG	932820	01.03.2001
AGA	Taiwan	INOREG	907827	01.10.2000
AGA	Taiwan	INOTHERAPY	910823	01.11.2000
AGA	Taiwan	INOTHERAPY	908744	16.10.2000
AGA	Taiwan	INOTHERAPY	922174	01.01.2001
AGA	Taiwan	INOTHERAPY	890901	01.05.2000
AGA	Taiwan	INOTHERAPY	907828	01.10.2000
AGA	Taiwan	INOTHERAPY	137325	01.02.2001
AGA	Taiwan	INOTHERAPY	131154	16.10.2000
AGA	Taiwan	INOTHERAPY	137557	01.02.2001
AGA	Taiwan	INOMAX	1234266	01.11.2006
AGA	US	INOCAL	2109970	28.10.1997
AGA	US	INOMAX	2185947	01.09.1998
AGA	US	INOTHERAPY	2678500	21.01.2003

AGA	US	INOMAX	893015 (partial refusal of protection)	04.04.2006
AGA	US	INOblender	892785 (partial refusal of protection)	04.04.2006
AGA	Uruguay	I-N-O	287041	04.08.1997
AGA	Uruguay	INOCAL	287646	05.06.1998
AGA	Uruguay	INOMAX	312214	26.11.2001
AGA	Uruguay	INOREG	314479	01.08.2000
AGA	Uruguay	INOTHERAPY	314481	01.08.2000
AGA	Venezuela	I-N-O	197278-P	09.05.1997
AGA	Venezuela	INOCAL	8395/96	23.01.1998
AGA	Venezuela	INOREG	P-222131	07.07.2000
AGA	Venezuela	INOREG	P-245654	22.11.2000
AGA	Venezuela	INOTHERAPY	P-222137	07.07.2000
AGA	Venezuela	INOTHERAPY	P-222136	07.07.2000
AGA	Venezuela	INOTHERAPY	P-222134	07.07.2000
AGA	Venezuela	INOTHERAPY	P-222135	07.07.2000
AGA	Venezuela	INOTHERAPY	P-227171	28.09.2000
AGA	Venezuela	INOTHERAPY	S-13332	07.07.2000
AGA	Venezuela	INOTHERAPY	S-13331	07.07.2000
AGA	Venezuela	INOTHERAPY	S-13330	07.07.2000
AGA	South Africa	INOCAL	96/07267	03.06.1996
AGA	South Africa	INOMAX	1999/04450	04.04.2002
AGA	South Africa	INOREG	1999/11872	08.10.2002
AGA	South Africa	INOREG	1999/11873	08.10.2002
AGA	South Africa	INOTHERAPY	1999/11875	09.09.2002
AGA	South Africa	INOTHERAPY	1999/11876	09.09.2002
AGA	South Africa	INOTHERAPY	1999/11877	09.09.2002
AGA	South Africa	INOTHERAPY	1999/11878	09.09.2002
AGA	South Africa	INOTHERAPY	1999/11879	09.09.2002
AGA	South Africa	INOTHERAPY	1999/11880	09.09.2002
AGA	South Africa	INOTHERAPY	1999/11881	09.09.2002
AGA	South Africa	INOTHERAPY	1999/11874	09.09.2002

3. TRADE MARKS - APPLICATIONS

Owner prior to execution of this Agreement	Territory	Mark	Application Number	Date of Application
AGA	Argentina	INOMAX	2656178	13.03.2006

AGA	Argentina	INOb Blender	2662580	04.04.2006
AGA	Brazil	INOMAX	821749005	29.06.1999
AGA	Brazil	INOMAX	828279225	29.03.2006
AGA	Brazil	INOb Blender	828287090	10.04.2006
AGA	Canada	INOMAX	1294778	22.03.2006
AGA	Canada	INOb Blender	1296888	06.04.2006
AGA	China	INOTHERAPY	9900065908	11.06.1999
AGA	Ecuador	INOMAX	168716	15.03.2006
AGA	Ecuador	INOb Blender	169881	17.04.2006
AGA	India	I-N-O	658085	09.03.1995
AGA	India	INOTHERAPY	863073	29.06.1999
AGA	India	INOMAX	1433164	15.03.2006
AGA	India	INOb Blender	1447168	12.04.2006
AGA	Mexico	INOCAL	795525	21.07.2006
AGA	Malaysia	I-N-O	95/03799	24.04.1995
AGA	Malaysia	INOTHERAPY	99/05109	14.06.1999
AGA	Malaysia	INOTHERAPY	99/05110	14.06.1999
AGA	Malaysia	INOMAX	2006/04524	22.03.2006
AGA	Malaysia	INOb Blender	2006/06346	19.04.2006
AGA	New Zealand	INOb Blender	746071	07.04.2006
AGA	Philippines	INOCAL	4-2004-07800	24.08.2004
AGA	Philippines	INOMAX	4-2006-003069	17.03.2006
AGA	Philippines	INOTHERAPY	4-2006-003070	17.03.2006
AGA	Philippines	INOMAX	4/2006/002837	13.03.2006
AGA	Philippines	INOb Blender	4-2006-003882	07.04.2006
AGA	Pakistan	I-N-O	167274	24.10.2000
AGA	Pakistan	INOMAX	153912	24.03.1999
AGA	Pakistan	INOTHERAPY	155648	10.06.1999
AGA	Pakistan	INOTHERAPY	155654	10.06.1999
AGA	Pakistan	INOTHERAPY	155656	10.06.1999
AGA	Pakistan	INOMAX	219440	10.03.2006
AGA	Pakistan	INOb Blender	220555	07.04.2006
AGA	Singapore	INOTHERAPY	T99/06034Z	14.06.1999
AGA	Thailand	INOMAX	621585	24.03.2006
AGA	Taiwan	INOb Blender	Pending	05.04.2006
AGA	US	INOMETER	78/959,255	24.08.2006
AGA	Uruguay	INOMAX	369364	10.03.2006
AGA	Uruguay	INOb Blender	370252	20.04.2006
AGA	Venezuela	INOMAX	5130-99	25.03.1999
AGA	Venezuela	INOMAX	5678-06	17.03.2006
AGA	Venezuela	INOb Blender	7649-06	07.04.2006
AGA	South Africa	INOMAX	2006/05226	13.03.2006
AGA	South Africa	INOb Blender	2006/07894	07.04.2006

**SCHEDULE 2
LINDE IP**

1. TRADE MARKS – REGISTRATIONS

Owner prior to execution of this Agreement	Territory	Mark	Registration Number	Date of Registration
INO-T	European Community	INOPULSE	2253482	18.07.2002