

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
INO THERAPEUTICS LLC		05/02/2013	LIMITED LIABILITY COMPANY: DELAWARE
IKARIA THERAPEUTICS LLC		05/02/2013	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: 3

Property Type	Number	Word Mark
Serial Number:	85836260	NICU-PET
Serial Number:	85876474	ONSTORVIS
Serial Number:	85876469	TERLIVAZ

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

OP \$90.00 85836260

ATTORNEY DOCKET NUMBER:	CRS1-38680
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	05/22/2013
Total Attachments: 8 source=38680#page1.tif source=38680#page2.tif source=38680#page3.tif source=38680#page4.tif source=38680#page5.tif source=38680#page6.tif source=38680#page7.tif source=38680#page8.tif	

ADDITIONAL CONVEYING PARTIES

IKARIA THERAPEUTICS LLC, a Delaware Limited Liability Company

THIRD SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT dated as of May 2, 2013 (this “*Agreement*”), among Ikaria, Inc. (“*Holdings*”), Ikaria Acquisition Inc. (the “*Borrower*”), the subsidiaries of the Borrower listed on Schedule I hereto (each a “*Subsidiary Party*”, collectively, 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 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, (c) the Trademark Security Agreement dated as of June 22, 2011, among Holdings, the Borrower, the Subsidiary Parties party thereto and the Collateral Agent, (d) the First Supplemental Trademark Security Agreement dated as of September 19, 2012, among Holdings, the Borrower, the Subsidiary Party party thereto and the Collateral Agent, and (e) the Second Supplemental Trademark Security Agreement dated as of February 4, 2013, among Holdings, the Borrower, the Subsidiary Party party thereto and the 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 (but excluding in all cases all Excluded Collateral) 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 the trademarks 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: Vice President and Secretary

IKARIA ACQUISITION 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 THERAPEUTICS LLC,

by Matthew M. Bennett
Name: Matthew M. Bennett
Title: Vice President and Secretary

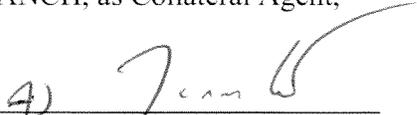
Signature Page to Ikaria Third Supplemental Trademark Security Agreement

[[3405912]]

TRADEMARK
REEL: 005033 FRAME: 0309

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

by


Name: John D. Toronto
Title: Authorized Signatory

by


Name: Michael Spaight
Title: Authorized Signatory

Signature Page to Ikaria Third Supplemental Trademark Security Agreement

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TRADEMARK
REEL: 005033 FRAME: 0310

Schedule I

<u>Subsidiary Parties</u>
INO Therapeutics LLC
Ikaria Therapeutics LLC

Schedule II

U.S. Trademarks Owned by Grantors

Mark	Date Filed	Application No.	Reg. Date	Reg. No.	Entity
NICU-PET	30-Jan-2013	85/836,260			INO THERAPEUTICS LLC
ONSTORVIS	14-Mar-2013	85/876,474			IKARIA THERAPEUTICS LLC
TERLIVAZ	14-Mar-2013	85/876,469			IKARIA THERAPEUTICS LLC

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