

## 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		11/01/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, 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: 1			
Property Type	Number	Word Mark	
Serial Number:	86062864	FLEXTRANET	
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:	3016380511		
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 - 39075		
NAME OF SUBMITTER:	PENELOPE J.A. AGODOA		
Signature:	Penelope/J./A./Agodoa		

OP \$40.00 86062864

Date:

12/20/2013

**Total Attachments: 7**

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FIFTH SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT dated as of November 1, 2013 (this “**Agreement**”), among Ikaria, Inc. (“**Holdings**”), Ikaria Acquisition Inc. (the “**Borrower**”), the subsidiary of Holdings listed on Schedule I hereto (the “**Subsidiary Party**”) and Credit Suisse AG, 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 from time to time party thereto and the Collateral Agent, (b) the Amended and Restated 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 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, (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, (f) the Third Supplemental Trademark Security Agreement dated as of May 2, 2013, among Holdings, the Borrower, the Subsidiary Party party thereto and the Collateral Agent and (g) the Fourth Supplemental Trademark Security Agreement dated as of July 3, 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 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 (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).

SECTION 4. Intercreditor Agreement Governs. Reference is made to the Intercreditor Agreement dated as of July 3, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), among the Borrower, Holdings, the subsidiaries of Holdings from time to time party thereto, Credit Suisse AG, as Initial First Priority Representative (as defined therein), Credit Suisse AG, as Initial Second Priority Representative (as defined therein), and each additional Representative (as defined therein) from time to time party thereto. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent and the other Secured Parties hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between any of the provisions of the Intercreditor Agreement, this

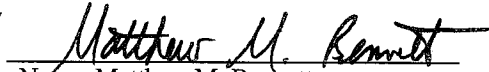
Agreement and the Credit Agreement, the following order of priorities shall apply: (a) the Intercreditor Agreement, (b) the Credit Agreement and (c) this Agreement.

[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

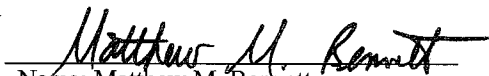


Name: Matthew M. Bennett

Title: Vice President and Secretary

IKARIA ACQUISITION INC.,

by

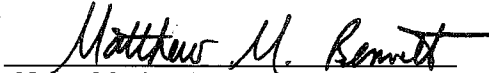


Name: Matthew M. Bennett

Title: Vice President and Secretary

INO THERAPEUTICS LLC,

by




Name: Matthew M. Bennett


Title: Vice President and Secretary

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

by

  
Name: \_\_\_\_\_  
Title: **JOHN D. TORONTO**  
**AUTHORIZED SIGNATORY**

by

  
Name: \_\_\_\_\_  
Title: **WHITNEY GASTON**  
**AUTHORIZED SIGNATORY**

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
FLEXTRANET	9/12/2013	86/062,864			INO Therapeutics LLC

[[3434541]]