

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, INC.
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:	CORPORATION: DELAWARE

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: DELAWARE

Name:	IKARIA THERAPEUTICS LLC
Street Address:	Perryville III Corporate Park, 53 Frontage Road

OP \$665.00 3450879

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: 26

Property Type	Number	Word Mark
Registration Number:	3450879	IKARIA
Serial Number:	78804293	IKARIA
Registration Number:	2185947	INOMAX
Registration Number:	2532358	INOPULSE
Registration Number:	2678500	INOTHERAPY
Registration Number:	3314528	COVOX
Serial Number:	78959255	INOMETER
Serial Number:	85071349	INOMAX DSIR
Serial Number:	85070932	DSIR
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
Serial Number:	85737439	INOMAX TOTAL CARE
Serial Number:	85743677	INOSAT
Serial Number:	85791541	INOCART
Serial Number:	85791544	INOCAL CADDY
Serial Number:	85836260	NICU-PET
Serial Number:	85876474	ONSTORVIS
Serial Number:	85876469	TERLIVAZ
Serial Number:	85915731	
Serial Number:	85915748	
Serial Number:	86062864	FLEXTRANET
Registration Number:	2109970	INOCAL

CORRESPONDENCE DATA

TRADEMARK
REEL: 005216 FRAME: 0503

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:	CRS1-39251
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	02/14/2014

Total Attachments: 6
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RELEASE OF TRADEMARK SECURITY INTEREST

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

A. 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 Ikaria, Inc. ("**Holdings**"), Ikaria Acquisition Inc. (the "**Borrower**"), the Subsidiaries of Holdings 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, (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 and (h) the Fifth Supplemental Trademark Security Agreement dated as of November 1, 2013 among Holdings, the Borrower, the Subsidiary Party party thereto and the Collateral Agent (together with subsections (c) through (g) the "**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 Trademark Security Agreements were recorded with the United States Patent & Trademark Office on July 31, 2011, at Reel/Frame 4594/0633, September 28, 2012, at Reel/Frame 4869/0265, February 5, 2013, at Reel/Frame 4957/0001, May 22, 2013, at Reel/Frame 5033/0304, July 9, 2013, at Reel/Frame 5065/0565 and December 20, 2013, at Reel/Frame 5179/0534.

D. 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

Schedule I

Mark	Date Filed	Application No.	Reg. Date	Reg. No.	Entity
IKARIA	22 April 2005	78/614,854		3,450,879	IKARIA RESEARCH, INC.
IKARIA & design	01 February 2006	78/804,293			IKARIA RESEARCH, INC.
INOCAL			28.10.1997	2,109,970	INO THERAPEUTICS LLC
INOMAX			01.09.1998	2,185,947	INO THERAPEUTICS LLC
INOPULSE ¹			21.01.2002	2,532,358	INO THERAPEUTICS LLC
INOTHERAPY			21.01.2003	2,678,500	INO THERAPEUTICS LLC
COVOX	18.04.2006	78/863,912		3,314,528	INO THERAPEUTICS LLC
INOMETER	24.08.2006	78/959,255			INO THERAPEUTICS LLC
INOMAX DSIR	25.06.2010	85/071,349			INO THERAPEUTICS LLC
DSIR	24.06.2010	85/070,932			INO THERAPEUTICS LLC
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,	3,893,703	INO THERAPEUTICS LLC

¹ This trademark has been assigned to INO THERAPEUTICS LLC and recording of such assignment is currently in progress in trademark offices.

Mark	Date Filed	Application No.	Reg. Date	Reg. No.	Entity
			2010		
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
INOMAX TOTAL CARE	Sept. 25, 2012	85/737,439	N/A	N/A	INO THERAPEUTICS LLC
INOSAT	Oct. 2, 2012	85/743,677	N/A	N/A	INO THERAPEUTICS LLC
INOCART	Nov. 30, 2012	85/791,541	N/A	N/A	INO THERAPEUTICS LLC
INOCAL CADDY	Nov. 30, 2012	85/791,544	N/A	N/A	INO THERAPEUTICS LLC
NICU-PET	30-Jan-2013	85/836,260	N/A	N/A	INO THERAPEUTICS LLC
ONSTORVIS	14-Mar-2013	85/876,474	N/A	N/A	IKARIA THERAPEUTICS LLC
TERLIVAZ	14-Mar-2013	85/876,469	N/A	N/A	IKARIA THERAPEUTICS LLC

Mark	Date Filed	Application No.	Reg. Date	Reg. No.	Entity
	4/26/2013	85/915,731	N/A	N/A	INO Therapeutics LLC
	4/26/2013	85/915,748	N/A	N/A	INO Therapeutics LLC
FLEXTRANET	9/12/2013	86/062,864	N/A	N/A	INO Therapeutics LLC

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