TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM297824

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INO THERAPEUTICS LLC		02/12/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS ADMINISTRATIVE AGENT
Street Address:	ELEVEN MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	THE CAYMAN ISLANDS BRANCH OF A BANK ORGANIZED AND EXISTING UNDER THE LAWS OF SWITZERLAND: SWITZERLAND

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4003732	DSIR
Registration Number:	2109970	INOCAL
Registration Number:	4389669	INOCAL CADDY
Registration Number:	2185947	INOMAX
Registration Number:	4003735	INOMAX DSIR
Registration Number:	4389579	INOMAX TOTAL CARE
Registration Number:	3893703	INOPULSE
Registration Number:	2678500	INOTHERAPY
Registration Number:	2100392	INOVENT
Registration Number:	4410417	NICU-PET
Registration Number:	3314528	COVOX
Serial Number:	85915731	
Serial Number:	85915748	
Serial Number:	86062864	FLEXTRANET

OP $365.00 4003732

CORRESPONDENCE DATA

Fax Number: 7147558290

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.	
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM
Correspondent Name:	LATHAM & WATKINS LLP
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR
Address Line 4:	COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	030786-0601
NAME OF SUBMITTER:	KRISTIN J AZCONA
SIGNATURE:	/kja/
DATE SIGNED:	03/11/2014

Total Attachments: 8

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Execution Version

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 12 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "**Grantors**") in favor of Credit Suisse AG, Cayman Islands Branch, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the "**Administrative Agent**").

WHEREAS, the Grantors are party to a Second Lien Security Agreement, dated as of February 12, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") between each of the Grantors and the other grantors party thereto and the Administrative Agent, pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 As collateral security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted 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 (other than Excluded Assets) now owned or at any time hereafter owned or acquired by such Grantor or in which such Grantor now has or at any time hereafter owned or acquired by such Grantor or in which such Grantor now has or at any time in the future may own or acquire any right, title, or interest (collectively, the "**Trademark Collateral**" (which shall not include any Excluded Assets)):

(i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter owned, 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 USPTO or any similar offices in any state of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor including any of the foregoing listed in Schedule A; and (b) all goodwill

connected with the use of and symbolized thereby, including any of the foregoing listed in Schedule A;

(ii) any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement; and

(iii) to the extent not otherwise included, all additions, improvements, Proceeds, products, accessions, rents, profits, renewals, extensions, rights to sue or otherwise recover for infringements or other violations thereof of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. GOVERNING LAW

THIS AGREEMENT AND ANY CLAIM OR CONTROVERSY RELATING TO THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 5. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be

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deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

IKARIA, INC.

By: _____

Name: Daniel Tassé

Title: President

[Signature Page to Second Lien Trademark Security Agreement]

INO THERAPEUTICS LLC

By: _____
Name: Daniel Tassé
Title: President

[Signature Page to Second Lien Trademark Security Agreement]

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent

By: _____
Name: MIKHAIL FAYBUSOVICH
Title: AUTHORIZED SIGNATORY

By: _____
Name: Tyler R. Smith
Title: Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Application No.	Application Date	Registration No.	Registered	Registered Owner
	85/915,731	04/26/2013	Not Applicable	Not Applicable	INO Therapeutics LLC
	85/915,748	04/26/2013	Not Applicable	Not Applicable	INO Therapeutics LLC
DSIR	85/070,932	06/24/2010	4,003,732	07/26/2011	INO Therapeutics LLC
IKARIA	77/334,544	11/20/2007	3,778,583	04/20/2010	Ikaria, Inc.
FLEXTRANET	86/062,864	09/12/2013	Not Applicable	Not Applicable	INO Therapeutics LLC
IKARIA	77/334,547	11/20/2007	3,778,584	04/20/2010	Ikaria, Inc.
IKARIA ADVANCING CRITICAL CARE	77/334,549	11/20/2007	3,778,585	04/20/2010	Ikaria, Inc.
IKARIA ADVANCING CRITICAL CARE	77/257,398	08/16/2007	3,758,037	03/09/2010	Ikaria, Inc.
INOBlender	79/026,694	04/04/2006	3,242,739	05/15/2007	INO Therapeutics LLC
INOCAL	75/124,073	06/24/1996	2,109,970	10/28/1997	INO Therapeutics LLC
INOCAL CADDY	85/791,544	11/30/2012	4,389,669	08/20/2013	INO Therapeutics LLC

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Mark	Application No.	Application Date	Registration No.	Registered	Registered Owner
INOCART	85/791,541	11/30/2012	Not Applicable	Not Applicable	INO Therapeutics LLC
INOMAX	75/342,495	08/18/1997	2,185,947	09/01/1998	INO Therapeutics LLC
INOMAX	79/026,770	04/04/2006	3,280,185	08/14/2007	INO Therapeutics LLC
INOMAX DSIR	85/071,349	06/25/2010	4,003,735	07/26/2011	INO Therapeutics LLC
INOMAX TOTAL CARE	85/737,439	09/25/2012	4,389,579	08/20/2013	INO Therapeutics LLC
INOPULSE	85/031,549	05/06/2010	3,893,703	12/21/2010	INO Therapeutics LLC
INOTHERAPY	75/751,044	06/24/1999	2,678,500	01/21/2003	INO Therapeutics LLC
INOVENT	75/124,072	06/24/1996	2,100,392	09/23/1997	INO Therapeutics LLC
NICU-PET	85/836,260	01/30/2013	4,410,417	10/01/2013	INO Therapeutics LLC
LUCASSIN	79/006,270	10/19/2004	3,085,607	04/25/2006	INO Therapeutics LLC[1]
ONSTORVIS	85/876474 Intent-to-use[2]	03/14/2013	Not Applicable	Not Applicable	Ikaria Therapeutics LLC
TERLIVAZ	85/876,469 Intent-to-use[3]	03/14/2013	Not Applicable	Not Applicable	Ikaria Therapeutics LLC
IKARIA	78/980,137	04/22/2005	3,443,089	06/03/2008	Ikaria, Inc.
IKARIA	78/614,854	04/22/2005	3,450,879	06/17/2008	Ikaria, Inc.
IKARIA	77/257,378	08/16/2007	3,811,308	06/29/2010	Ikaria, Inc.
IKARIA	77/285,095	09/20/2007	3,811,324	06/29/2010	Ikaria, Inc.
COVOX	78/863,912	04/18/2006	3,314,528	10/16/2007	INO Therapeutics LLC

[1] Borrower to use commercially reasonable efforts to file evidence of change of title from Acourus Therapeutics Limited to a Grantor within 90 days of the date of this Agreement.
[2] Do not file against.
[3] Do not file against.