

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM338669

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ikaria Therapeutics LLC		04/16/2015	CORPORATION: DELAWARE

LIMITED LIABILITY COMPANY

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch
Street Address:	One 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
Registration Number:	4720688	TERLIVAZ

CORRESPONDENCE DATA

Fax Number: 6502138158
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6502130300
 Email: iprecordations@whitecase.com
 Correspondent Name: White & Case LLP / Christina Ishihara
 Address Line 1: 3000 El Camino Real, Bldg 5, 9th Floor
 Address Line 4: Palo Alto, CALIFORNIA 94306

CH \$40.00 4720688

ATTORNEY DOCKET NUMBER:	1111779-2453
NAME OF SUBMITTER:	Christina Ishihara
SIGNATURE:	/Christina Ishihara/
DATE SIGNED:	04/19/2015

Total Attachments: 9

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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of April 16, 2015 (this "Agreement"), made by IKARIA, INC., a Delaware corporation, INO THERAPEUTICS LLC, a Delaware limited liability company, and IKARIA THERAPEUTICS LLC, a Delaware limited liability company (each, a "Pledgor"), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent (as defined below).

Reference is made to the U.S. Collateral Agreement dated as of March 19, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "***U.S. Collateral Agreement***"), among Mallinckrodt International Finance S.A., a public limited liability company (*société anonyme*) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 42-44, Avenue de la Gare, L-1610 Luxembourg, and registered with the Luxembourg Trade and Companies Register (*R.C.S Luxembourg*) under number B 172.865 (the "***Lux Borrower***"), MALLINCKRODT CB LLC (the "***Co-Borrower***"), and together with the Lux Borrower, the "***Borrowers***"), Mallinckrodt Finance GmbH (the "***Swiss Finco***"), each other Subsidiary Loan Party listed on the signature pages thereof and each other Subsidiary Loan Party that becomes a party thereto after the date thereof and DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent (together with its successors and assigns in such capacity, the "***Collateral Agent***") for the Secured Parties (as defined therein). 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 U.S. Collateral Agreement. The rules of construction specified in Section 1.01(b) of the U.S. Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of its Secured Obligations, each Pledgor pursuant to the U.S. Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "IP Collateral"):

all Trademarks of the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any Excluded Property, including, without limitation, any "intent-to-use" trademark applications, to the extent that the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of the applicable grantor's right, title or interest therein or in any trademark issued as a result of such application under applicable federal law.

SECTION 3. *U.S. Collateral 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 U.S. Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the U.S. Collateral 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 U.S. Collateral Agreement, the terms of the U.S. Collateral Agreement shall govern.

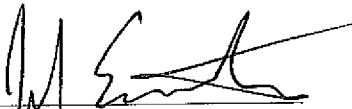
SECTION 4. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* **THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

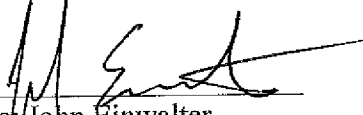
IKARIA, INC.

By: 
Name: John Einwalter
Title: Vice President

[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
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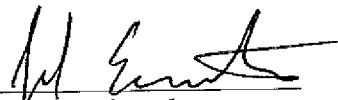
INO THERAPEUTICS LLC

By: 
Name: John Einwalter
Title: Vice President

[Signature Page to Notice of Grant of Security Interest in Trademarks]

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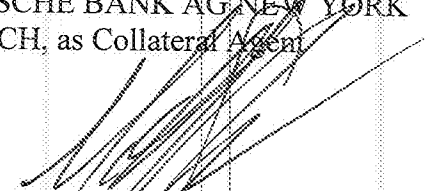
IKARIA THERAPEUTICS LLC

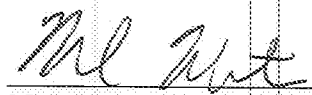
By: 
Name: John Einwalter
Title: Vice President

[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
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DEUTSCHE BANK AG NEW YORK
BRANCH, as Collateral Agent

By: 
Name: Michael Shannon
Title: Vice President

By: 
Name: Michael Winters
Title: Vice President




[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
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Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by Ikaria, Inc.

U.S. Trademark Registrations and Application

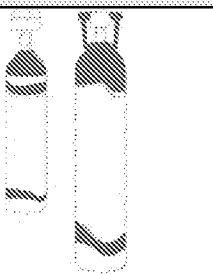
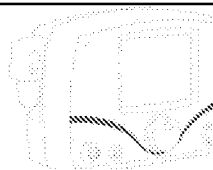
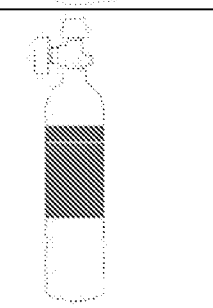
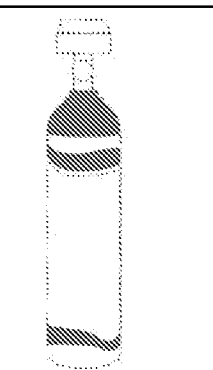
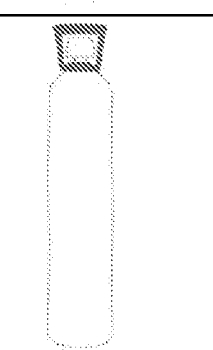
Mark	Country	Class (es)	Application Number	Filing Date	Registration Number	Date Registered	Registered Owner
IKARIA	United States	10, 42	77/285,095	9/20/2007	3,811,324	6/29/2010	Ikaria, Inc.
IKARIA	United States	5, 9, 10, 37, 42, 44	77/334,544	11/20/2007	3,778,583	4/20/2010	Ikaria, Inc.
	United States	10, 42	77/257,378	8/16/2007	3,811,308	6/29/2010	Ikaria, Inc.
	United States	5, 9, 10, 37, 42, 44	77/334,547	11/20/2007	3,778,584	4/20/2010	Ikaria, Inc.
IKARIA ADVANCING CRITICAL CARE	United States	5, 9, 10, 37, 42, 44	77/334,549	11/20/2007	3,778,585	4/20/2010	Ikaria, Inc.
	United States	5, 10, 42	77/257,398	8/16/2007	3,758,037	3/9/2010	Ikaria, Inc.

Trademarks Owned by INO Therapeutics LLC

U.S. Trademark Registrations and Applications

Mark	Country	Class (es)	Application Number	Filing Date	Registration Number	Date Registered	Registered Owner
LUCASSIN	United States	5	79/006,270	10/19/2004	3,085,607	1/31/2006	INO Therapeutics LLC ¹

¹ INO Therapeutics LLC has not filed evidence of change of title from Acorus Therapeutics Limited.

Mark	Country	Class (es)	Application Number	Filing Date	Registration Number	Date Registered	Registered Owner
	United States	5	85/915,731	4/26/2013	4,536,015	5/27/2014	INO Therapeutics LLC
	United States	10	85/915,748	4/26/2013	4,570,773	7/22/2014	INO Therapeutics LLC
	United States	5	86/283,394	5/16/2014	4,674,634	1/20/2015	INO Therapeutics LLC
	United States	5	86/283,412	5/16/2014	4,674,635	1/20/2015	INO Therapeutics LLC
	United States	5	86/283,424	5/16/2014	4,706,982	3/24/2015	INO Therapeutics LLC
DSIR	United States	10	85/070,932	6/24/2010	4,003,732	7/26/2011	INO Therapeutics LLC
FLEXTRANET	United States	42	86/062,864	9/12/2013	4,536,715	5/27/2014	INO Therapeutics LLC
INOBlender	United States	10	79/026,694	4/4/2006	3,242,739	5/15/2007	INO Therapeutics LLC

Mark	Country	Class (es)	Application Number	Filing Date	Registration Number	Date Registered	Registered Owner
INOCAL	United States	1	75/124,073	6/24/1996	2,109,970	10/28/1997	INO Therapeutics LLC
INOCAL CADDY	United States	12	85/791,544	11/30/2012	4,389,669	8/20/2013	INO Therapeutics LLC
INOMAX	United States	5	75/342,495	8/18/1997	2,185,947	9/1/1998	INO Therapeutics LLC
INOMAX	United States	10	79/026,770	4/4/2006	3,280,185	8/14/2007	INO Therapeutics LLC
INOMAX DSIR	United States	10	85/071,349	6/25/2010	4,003,735	7/26/2011	INO Therapeutics LLC
INOMAX TOTAL CARE	United States	37, 39, 41	85/737,439	9/25/2012	4,389,579	8/20/2013	INO Therapeutics LLC
INOPULSE	United States	10	85/031,549	5/6/2010	3,893,703	12/21/2010	INO Therapeutics LLC
INOTHERAPY	United States	37, 39, 41	75/751,044	6/24/1999	2,678,500	1/21/2003	INO Therapeutics LLC
INOVENT	United States	10	75/124,072	6/24/1996	2,100,392	9/23/1997	INO Therapeutics LLC
NICU-PET	United States	16, 41	85/836,260	1/30/2013	4,410,417	10/1/2013	INO Therapeutics LLC

Trademarks Owned by Ikaria Therapeutics LLC

U.S. Trademark Registrations and Applications

Mark	Country	Class (es)	Application Number	Filing Date	Registration Number	Date Registered	Registered Owner
TERLIVAZ	United States	5	85/876,469	3/14/2013	4,720,688	4/14/2015	Ikaria Therapeutics LLC