

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPI Commercial, LLC		03/17/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	LB I Group Inc.
Street Address:	399 Park Avenue, 9th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2157186	ANTIZOL
Registration Number:	2595877	ANTIZOL
Registration Number:	2141465	ANTIZOL-VET
Registration Number:	3114867	CATALYST
Registration Number:	3114923	CATALYST
Registration Number:	1843925	ORPHAN MEDICAL
Serial Number:	78343609	ORPHAN MEDICAL
Registration Number:	1906107	O ORPHAN MEDICAL
Registration Number:	2249959	XYREM
Registration Number:	3112732	XYREM
Registration Number:	2860730	XYREM
Registration Number:	3309255	XYREM
Registration Number:	3162632	XYREM
Registration Number:	3162633	XYREM

CH \$640.00 2157186

Serial Number:	78769797	XYREM
Registration Number:	3162634	XYREM
Registration Number:	3162635	XYREM
Registration Number:	3162636	XYREM
Serial Number:	78978081	XYREM
Registration Number:	2952351	XYREM (SODIUM OXYBATE) ORAL SOLUTION CIII
Registration Number:	2848521	XYREM PATIENT SUCCESS PROGRAM
Registration Number:	2860906	XYREM PHYSICIAN SUCCESS PROGRAM
Registration Number:	2867332	XYREM SUCCESS PROGRAM
Registration Number:	2472156	XYREM
Registration Number:	2423880	XYREM

CORRESPONDENCE DATA

Fax Number: (858)509-4010
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: sachiko.snedden@pillsburylaw.com,
sdipdocket@pillsburylaw.com

Correspondent Name: Pillsbury Winthrop Shaw Pittman LLP
Address Line 1: 12255 El Camino Real, Ste 300
Address Line 4: San Diego, CALIFORNIA 92130-4088

ATTORNEY DOCKET NUMBER:	052767-0000009
NAME OF SUBMITTER:	Richard L. Blaylock
Signature:	/Ricahrd L. Blaylock/
Date:	04/04/2008

Total Attachments: 10
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source=TM-Security-Agreement_JPI-LB I_03172008#page10.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Agreement*") is dated and made as of March [17], 2008, by JPI Commercial, LLC, a Delaware limited liability company (the "*Grantor*"), in favor of LB I Group Inc. (the "*Collateral Agent*"), for the benefit of holders of those certain promissory notes described in the Purchase Agreement (as defined below).

WITNESSETH:

WHEREAS, the Grantor and Jazz Pharmaceuticals, Inc. ("*Jazz*"), the parent of the Grantor, are entering into that certain Senior Secured Note and Warrant Purchase Agreement, dated as of March 14, 2008 (as the same may be amended, modified, supplemented or restated from time to time, the "*Purchase Agreement*"), with the Collateral Agent and certain other Purchasers (as defined therein), pursuant to which the Purchasers have agreed to furnish debt financing to the Grantor by way of the purchase of (i) the Grantor's senior secured notes and (ii) warrants to purchase Jazz's common stock;

WHEREAS, it is a condition precedent to the effectiveness of the Purchase Agreement that the Grantor shall have executed this Agreement and made the grant of collateral in favor of the Collateral Agent, as contemplated hereby; and

WHEREAS, this Agreement is given and is intended to provide additional security for the Obligations (as defined in the Purchase Agreement).

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers and the Collateral Agent to enter into the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

AGREEMENT

1. Definitions. Unless the context otherwise requires, all terms used but not expressly defined herein shall have the meanings given to them in the Purchase Agreement or, if they are not defined in the Purchase Agreement but are defined in the UCC, they shall have the same meaning herein as in the UCC.
2. Grant of Security Interest. To secure the Obligations under and as defined in the Purchase Agreement, Grantor grants and pledges to the Collateral Agent, for the benefit of the holders of Notes, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

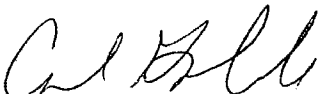
3. General. This security interest is granted in conjunction with the security interest granted to the Collateral Agent for the benefit of the holders of Notes under the Purchase Agreement. The rights and remedies of the Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Purchase Agreement and the other Related Documents, and those which are now or hereafter available to the Collateral Agent as a matter of law or equity. Each right, power and remedy of the Collateral Agent provided for herein or in the Purchase Agreement or any of the other Related Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Collateral Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Purchase Agreement or any of the other Related Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Collateral Agent, of any or all other rights, powers or remedies.

4. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of New York, including Section 5-1401 of the General Obligations Law of said State.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

JPI COMMERCIAL, LLC

By: 

Title: _____

COLLATERAL AGENT:

LB I GROUP INC.

By: _____

Title: _____

3. General. This security interest is granted in conjunction with the security interest granted to the Collateral Agent for the benefit of the holders of Notes under the Purchase Agreement. The rights and remedies of the Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Purchase Agreement and the other Related Documents, and those which are now or hereafter available to the Collateral Agent as a matter of law or equity. Each right, power and remedy of the Collateral Agent provided for herein or in the Purchase Agreement or any of the other Related Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Collateral Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Purchase Agreement or any of the other Related Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Collateral Agent, of any or all other rights, powers or remedies.

4. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of New York, including Section 5-1401 of the General Obligations Law of said State.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

JPI COMMERCIAL, LLC

By: _____


Title: _____

COLLATERAL AGENT:

LB I GROUP INC.

By: _____

Title: _____


 JEFFREY A. FERRELL
 VICE PRESIDENT

EXECUTION COPY

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>COUNTRY</u>	<u>FILING DATE</u>	<u>SERIAL NO.</u>	<u>ISSUE DATE</u>	<u>PATENT NO.</u>	<u>STATUS</u>
METHOD FOR TREATMENT OF FIBROMYALGIA AND CHRONIC FATIGUE SYNDROME					
UNITED STATES	08/29/1997	08/920,979	11/23/1999	5,990,162	ISSUED
AUSTRIA	08/27/1998	98941094.9	02/23/2005	E289,508	ISSUED
AUSTRALIA	08/27/1998	89237/98	11/22/2001	737086	ISSUED
BELGIUM	08/27/1998	98941094.9	02/23/2005	1017381	ISSUED
CANADA	08/27/1998	2,301,723			PENDING
SWITZERLAND	08/27/1998	98941094.9	02/23/2005	1017381	ISSUED
CYPRUS	08/27/1998	98941094.9	02/23/2005	1017381	ISSUED
CZECH REPUBLIC	08/27/1998	PV 2000-741	04/25/2005	295248	ISSUED
GERMANY	08/27/1998	1017381	08/25/2005	69829112.3	ISSUED
DENMARK	08/27/1998	98941094.9	02/23/2005	1017381	ISSUED
EUROPEAN PATENT	08/27/1998	98941094.9	02/23/2005	E289508	ISSUED
SPAIN	08/27/1998	98941094.9	02/23/2005	2235355	ISSUED
FINLAND	08/27/1998	98941094.9	02/23/2005	1017381	ISSUED
FRANCE	08/27/1998	98941094.9	02/23/2005	1017381	ISSUED
UNITED KINGDOM	08/27/1998	98941094.9	02/23/2005	1017381	ISSUED
GREECE	08/27/1998	98941094.9	02/23/2005	3053297	ISSUED
HONG KONG	08/27/1998	0010857803	06/30/2005	HK1029278	ISSUED
IRELAND	08/27/1998	98941094.9	02/23/2005	1017381	ISSUED
ISRAEL	08/27/1998	134669	11/21/2006	134669	ISSUED
ITALY	08/27/1998	98941094.9	02/23/2005	1017381	ISSUED
JAPAN	08/27/1998	2000-507362	03/25/2005	3660587	ISSUED
LIECHTENSTEIN	08/27/1998	98941094.9	02/23/2005	1017381	ISSUED
LITHUANIA	08/27/1998	98941094.9	02/23/2005	1017381	ISSUED
LUXEMBOURG	08/27/1998	98941094.9	02/23/2005	1017381	ISSUED
MONACO	08/27/1998	98941094.9	02/23/2005	1017381	ISSUED
NETHERLANDS	08/27/1998	98941094.9	02/23/2005	1017381	ISSUED
NORWAY	08/27/1998	20000989			PENDING
NEW ZEALAND	08/27/1998	50298303/26/2002		502983	ISSUED
PORTUGAL	08/27/1998	98941094.9	02/23/2005	1017381	ISSUED
SWEDEN	08/27/1998	98941094.9	02/23/2005	1017381	ISSUED
WIPO	08/27/1998	PCT/US98/17818			NAT PHASE

<u>COUNTRY</u>	<u>FILING DATE</u>	<u>SERIAL NO.</u>	<u>ISSUE DATE</u>	<u>PATENT NO.</u>	<u>STATUS</u>
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GAMMA-HYDROXYBUTYRATE COMPOSITIONS CONTAINING CARBOHYDRATE, LIPID OR AMINO ACID CARRIERS

UNITED STATES	09/22/2000	60/234,720			ABANDONED
CANADA	09/21/2001	2,423,358			PENDING
EUROPEAN PATENT	09/21/2001	01971269.4			PUBLISHED
JAPAN	09/21/2001	2002-529123			PUBLISHED
WIPO	09/21/2001	PCT/US01/29569			PUBLISHED
UNITED STATES	03/21/2003	10/381,224	03/21/2006	7,015,200	ISSUED
UNITED STATES	07/18/2005	11/183,482			PUBLISHED

IMPROVED GHB COMPOSITIONS

UNITED STATES	09/07/2004	60/607,651			ABANDONED
AUSTRALIA	09/07/2005	2005282468			PENDING
BRAZIL	09/07/2005	PI0515645-9			PENDING
CANADA	09/07/2005	2,579,576			PENDING
COLOMBIA	09/07/2005	07-020.258			PENDING
EUROPEAN PATENT	09/07/2005	05795961.1			PUBLISHED
HONG KONG	09/07/2005	07107023.9			PUBLISHED
JAPAN	09/07/2005	2007-530477			PENDING
SOUTH KOREA	09/07/2005	10-2007-7007936			PENDING
MEXICO	09/07/2005	MX/A/2007/002682			PENDING
UNITED STATES	09/07/2005	11/221,403			PUBLISHED
WIPO	09/07/2005	PCT/US2005/031717			NAT PHASE

MICROBIOLOGICALLY SOUND AND STABLE SOLUTIONS OF GAMMA-HYDROXYBUTYRATE SALT FOR THE TREATMENT OF NARCOLEPSY

UNITED STATES	12/23/1998	60/113,745			ABANDONED
AUSTRIA	12/22/1999	99964320.8	05/02/2003	1140061	ISSUED
AUSTRALIA	12/22/1999	20590/00	05/19/2005	779354	ISSUED
BELGIUM	12/22/1999	99964320.8	05/02/2003	1140061	ISSUED
CANADA	12/22/1999	2,355,293	08/16/2005	2,355,293	ISSUED
SWITZERLAND	12/22/1999	99964320.8	05/02/2003	1140061	ISSUED
CYPRUS	12/22/1999	99964320.8	05/02/2003	1140061	ISSUED
GERMANY	12/22/1999	69907508.4	11/20/2003	69907508.4	ISSUED
DENMARK	12/22/1999	99964320.8	05/02/2003	1140061	ISSUED
EUROPEAN PATENT	12/22/1999	99964320.8	05/02/2003	1140061	ISSUED
SPAIN	12/22/1999	99964320.8	05/02/2003	1140061	ISSUED
FINLAND	12/22/1999	99964320.8	05/02/2003	1140061	ISSUED
FRANCE	12/22/1999	99964320.8	05/02/2003	1140061	ISSUED
UNITED KINGDOM	12/22/1999	99964320.8	05/02/2003	1140061	ISSUED
IRELAND	12/22/1999	99964320.8	05/02/2003	1140061	ISSUED

<u>COUNTRY</u>	<u>FILING DATE</u>	<u>SERIAL NO.</u>	<u>ISSUE DATE</u>	<u>PATENT NO.</u>	<u>STATUS</u>
ISRAEL	12/22/1999	143733	02/01/2007	143733	ISSUED
INDIA	12/22/1999	IN/PCT/2001/00688			PENDING
INDIA	12/22/1999	2633/KOLNP/2007			PENDING
ITALY	12/22/1999	99964320.8	05/02/2003	1140061	ISSUED
JAPAN	12/22/1999	2000-590626			PENDING
NETHERLANDS	12/22/1999	99964320.8	05/02/2003	1140061	ISSUED
SWEDEN	12/22/1999	99964320.8	05/02/2003	1140061	ISSUED
SINGAPORE	12/22/1999	200103712-6	08/29/2003	81670	ISSUED
UNITED STATES	12/22/1999	09/470,570	10/29/2002	6,472,431	ISSUED
WIPO	12/22/1999	PCT/US99/30740			PUBLISHED
UNITED STATES	07/11/2002	10/194,021	08/24/2004	6,780,889	ISSUED
UNITED STATES	05/07/2004	10/841,709	08/28/2007	7,262,219	ISSUED
UNITED STATES	07/13/2007	11/777,877			PENDING

SENSITIVE DRUG DISTRIBUTION SYSTEM AND METHOD

UNITED STATES	12/17/2002	10/322,348			PUBLISHED
UNITED STATES	11/02/2004	10/979,665			PUBLISHED
UNITED STATES	04/01/2005	11/097,985			PUBLISHED
UNITED STATES	04/01/2005	11/097,651			PUBLISHED

ULTRAPURE 4-METHYLPYRAZOLE

UNITED STATES	04/21/2005	11/110,998			ABANDONED
AUSTRALIA	03/20/2006	2006240490			PENDING
CANADA	03/20/2006	PCT/US2006/009979			PENDING
CHINA	03/20/2006	200680013632.5			PENDING
EUROPEAN PATENT	03/20/2006	06738956.9			PENDING
JAPAN	03/20/2006	PCT/US2006/009979			PENDING
SOUTH KOREA	03/20/2006	10-2007-7026868			PENDING
MEXICO	03/20/2006	MX/a/2007/013118			PENDING
WIPO	03/20/2006	PCT/US2006/009979			NAT PHASE
UNITED STATES	04/13/2006	11/279,708			PENDING

EXHIBIT C

Trademarks

<u>COUNTRY</u>	<u>FILING DATE</u>	<u>SERIAL NO.</u>	<u>ISSUE DATE</u>	<u>REG. NO.</u>	<u>STATUS</u>
ANTIZOL					
CANADA	04/02/1996	808768	10/18/2000	TMA534920	REGISTERED
CANADA	03/05/2001	1094932	03/26/2004	TM606304	REGISTERED
ICELAND	03/23/2001	10342001	05/03/2001	5432001	REGISTERED
NORWAY	03/07/2000	2000 02584	07/27/2000	203941	REGISTERED
SWITZERLAND	03/23/2001	030372001	03/23/2001	489388	REGISTERED
UNITED STATES	08/25/1995	74/720,396	05/12/1998	2,157,186	REGISTERED
UNITED STATES	03/06/2001	76/220,481	07/16/2002	2,595,877	REGISTERED
ANTIZOL - VET					
UNITED STATES	06/21/1996	75/123,253	03/03/1998	2,141,465	REGISTERED
CATALYST					
UNITED STATES	09/15/2003	78/300,237	07/11/2006	3,114,867	REGISTERED
CATALYST - DESIGN					
UNITED STATES	12/18/2003	78/342,975	07/11/2006	3,114,923	REGISTERED
MEPIZOL					
ICELAND	02/28/2001	6932001	05/03/2001	5152001	REGISTERED
ISRAEL	03/26/2001	147827	02/05/2002	147827	REGISTERED
SWITZERLAND	02/27/2001	020802001	02/27/2001	488047	REGISTERED
ORPHAN MEDICAL					
CANADA	08/18/2000	1071795	08/31/2005	TMA647021	REGISTERED
UNITED STATES	02/19/1993	74/361,367	07/05/1994	1,843,925	REGISTERED
UNITED STATES	12/19/2003	78/343,609			PENDING
ORPHAN MEDICAL W/CIRCLE DESIGN					
UNITED STATES	02/04/1994	74/486,864	07/18/1995	1,906,107	REGISTERED
ORPHAN MEDICAL W/DESIGN DEDICATED TO PATIENTS WITH UNCOMMON DISEASES					
EUROPEAN UNION	11/24/1999	1413343	01/29/2001	1413343	REGISTERED
XYREM					
ARGENTINA	06/08/2006	2677151			PENDING
BRAZIL	06/08/2006	828493677			PENDING
CANADA	07/22/1999	1023221	08/06/2002	565542	REGISTERED
CANADA	06/08/2006	1304721			PENDING
CZECH REPUBLIC	06/04/2002	180430	01/27/2003	251135	REGISTERED
EUROPEAN UNION	10/16/1998	957712	03/10/2000	957712	REGISTERED
EUROPEAN UNION	06/08/2006	5125976	05/28/2007	5125976	REGISTERED

<u>COUNTRY</u>	<u>FILING DATE</u>	<u>SERIAL NO.</u>	<u>ISSUE DATE</u>	<u>REG. NO.</u>	<u>STATUS</u>
HUNGARY	06/04/2002	M0202667	10/30/2003	176870	REGISTERED
ICELAND	06/03/2002	14802002	07/31/2002	6792002	REGISTERED
INDIA	09/20/2005	1386001			PENDING
JAPAN	06/15/1999	53128/1999	08/25/2000	4411850	REGISTERED
MEXICO	06/08/2006	787720	01/24/2007	969476	REGISTERED
NORWAY	06/04/2002	2002005111	01/23/2003	217395	REGISTERED
POLAND	06/03/2002	Z251131	08/31/2005	165813	REGISTERED
SLOVAK REPUBLIC	06/03/2002	POZ16762002	09/08/2003	203951	REGISTERED
SOUTH AFRICA	07/26/2002	2002/10998	07/26/2002	2002/10998	REGISTERED
SWITZERLAND	06/03/2002	049322002	10/09/2002	503859	REGISTERED
UNITED STATES	06/21/1996	75/123,252	06/01/1999	2,249,959	REGISTERED
UNITED STATES	04/13/2004	78/400,994	07/04/2006	3,112,732	REGISTERED
UNITED STATES	10/17/2001	76/327,130	07/06/2004	2,860,730	REGISTERED
UNITED STATES	12/08/2005	78/769,796	10/09/2007	3,309,255	REGISTERED
UNITED STATES	12/08/2005	78/769,619	10/24/2006	3,162,632	REGISTERED
UNITED STATES	12/08/2005	78/769,623	10/24/2006	3,162,633	REGISTERED
UNITED STATES	12/08/2005	78/769,797			PENDING
UNITED STATES	12/08/2005	78/769,626	10/24/2006	3,162,634	REGISTERED
UNITED STATES	12/08/2005	78/769,629	10/24/2006	3,162,635	REGISTERED
UNITED STATES	12/08/2005	78/769,631	10/24/2006	3,162,636	REGISTERED
UNITED STATES	12/08/2005	78/978,081			PENDING

XYREM (SODIUM OXYBATE) ORAL SOLUTION & DESIGN

UNITED STATES	07/02/2002	76/427,104	05/17/2005	2,952,351	REGISTERED
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XYREM PATIENT SUCCESS PROGRAM

UNITED STATES	05/28/2002	76/412,893	06/01/2004	2,848,521	REGISTERED
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XYREM PHYSICIAN SUCCESS PROGRAM

UNITED STATES	05/28/2002	76/412,894	07/06/2004	2,860,906	REGISTERED
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XYREM SUCCESS PROGRAM

CANADA	06/22/2007	1,352,896			PENDING
UNITED STATES	04/18/2002	76/397,391	07/27/2004	2,867,332	REGISTERED

XYREM W/CIRCLE

UNITED STATES	10/27/1998	75/701,032	07/24/2001	2,472,156	REGISTERED
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XYREM WITH CIRCLE DESIGN

UNITED STATES	10/27/1998	75/577,530	01/23/2001	2,423,880	REGISTERED
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PROGRAMME A SUCCES XYREM

UNITED STATES	07/13/2007	1,355,599			PENDING
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Canada

EXHIBIT D

Mask Works

None.