

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Orphan Medical, LLC	FORMERLY Orphan Medical, Inc.	03/17/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPI Commercial, LLC
Street Address:	3180 Porter Drive
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94304
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3112732	XYREM
Registration Number:	3309255	XYREM
Registration Number:	3162632	XYREM
Registration Number:	3162633	XYREM
Serial Number:	78769797	XYREM
Registration Number:	3162634	XYREM
Registration Number:	3162635	XYREM
Registration Number:	3162636	XYREM
Registration Number:	3428812	XYREM
Registration Number:	2860730	XYREM
Registration Number:	2249959	XYREM
Registration Number:	2952351	XYREM (SODIUM OXYBATE) ORAL SOLUTION CIII
Registration Number:	2472156	XYREM
Registration Number:	2423880	XYREM

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Registration Number:	2848521	XYREM PATIENT SUCCESS PROGRAM
Registration Number:	2860906	XYREM PHYSICIAN SUCCESS PROGRAM
Registration Number:	2867332	XYREM SUCCESS PROGRAM
Registration Number:	2774178	1-866-XYREM88
Registration Number:	3114867	CATALYST
Registration Number:	3114923	CATALYST

CORRESPONDENCE DATA

Fax Number: (612)604-6985
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (612) 604-6585
Email: trademark@winthrop.com
Correspondent Name: Stephen R. Baird
Address Line 1: 225 South Sixth Street
Address Line 2: Suite 3500
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	11394.1
NAME OF SUBMITTER:	Daniel J. Kelly
Signature:	/Daniel J. Kelly/
Date:	12/22/2008

Total Attachments: 5
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ORPHAN ASSET TRANSFER AGREEMENT

THIS ASSET TRANSFER AGREEMENT (the "Agreement") is dated as of March 17, 2008, by and among Orphan Medical, LLC, a Delaware limited liability company ("Orphan LLC"), Jazz Pharmaceuticals, Inc., a Delaware corporation ("Jazz Pharmaceuticals") and JPI Commercial, LLC, a Delaware limited liability company ("JPI"). All terms used but not defined herein are defined in that certain Senior Secured Note and Warrant Purchase Agreement, dated as of March 14, 2008 (the "Purchase Agreement"), by and among the Purchasers (as defined therein), Jazz Pharmaceuticals and JPI.

WHEREAS, Orphan Medical, Inc., a Delaware corporation ("Orphan Medical") merged with and into Orphan LLC as evidenced by that certain Certificate of Merger filed with the Delaware Secretary of State dated March 14, 2008 whereby Orphan LLC has assumed all of Orphan Medical's rights and obligations, in respect of the Antizol Assets, Antizol Contracts, Luvox CR Assets, Luvox CR Contracts, Xyrem Assets, Xyrem Contracts, the Orphan Note Purchase Agreement and the Orphan Notes;

WHEREAS, Orphan LLC and JPI are wholly owned subsidiaries of Jazz Pharmaceuticals and are considered affiliates of Jazz Pharmaceuticals for the purposes of this Agreement;

WHEREAS, in connection with this Agreement, JPI and Jazz Pharmaceuticals are entering into the Purchase Agreement;

WHEREAS, in connection with this Agreement, Jazz Pharmaceuticals, Orphan LLC and LB I Group Inc. in its capacity as "Collateral Agent," have entered into that certain License Termination Agreement, dated as of March 17, 2008, whereby the parties have terminated that certain Xyrem License Agreement, dated as of January 1, 2006, by and among Orphan LLC (as successor in interest to Orphan Medical), Jazz Pharmaceuticals and the Collateral Agent and that certain Antizol License Agreement, dated as of January 1, 2006, by and among Orphan LLC (as successor in interest to Orphan Medical), Jazz and the Collateral Agent; and

WHEREAS, the parties to the Purchase Agreement are entering into the Purchase Agreement in consideration and in reliance on Orphan LLC and JPI's entry into this Agreement.

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Effectiveness. This Agreement shall be effective as of the Initial Closing.
2. Assignment of Orphan Note Purchase Agreement Related Assets and Obligations. Orphan LLC hereby assigns all of its rights and interests in and its obligations under (i) the Orphan Note Purchase Agreement, (ii) each of the Orphan Notes, (iii) the Intellectual Property Security Agreement, dated as of June 24, 2005, by Twist Merger Sub, Inc. in favor of the LB I Group Inc., as collateral agent (the "IP Agreement") and (iv) the UCC-1 Financing Statement naming Orphan Medical as debtor (together with the Orphan Note Purchase Agreement, the Orphan Notes and the IP Agreement, the "Orphan Documents")

to JPI and JPI hereby assumes all of Orphan LLC's obligations under the Orphan Documents.

3. Orphan LLC Assets Assignment. Orphan LLC hereby assigns, sells, transfers and sets over to JPI all of Orphan LLC's legal, beneficial, and other rights, benefits, privileges and interests in and to the following:
 - a. Antizol Intellectual Property;
 - b. Antizol Regulatory Approval;
 - c. Xyrem Intellectual Property; and
 - d. Xyrem Regulatory Approval.
4. JPI Acceptance of Assignment; Assumption. JPI hereby expressly accepts and assumes all legal, beneficial, and other rights, benefits, privileges and interests in and to (i) the Antizol Intellectual Property, (ii) the Antizol Regulatory Approval, (iii) the Xyrem Intellectual Property and (iv) the Xyrem Approval.
5. Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of Orphan LLC, Jazz Pharmaceuticals and JPI and their respective successors and permitted assigns. No party hereto may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other parties hereto.
6. Third Party Beneficiary. The Parties agree that LB I Group Inc. shall be a third party beneficiary of this Agreement.
7. Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Jazz Pharmaceuticals and JPI and consented to by LB I Group Inc. in its capacity as third party beneficiary hereof.
8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.
9. 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.

[SIGNATURE PAGE FOLLOWS]

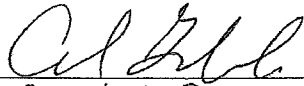
JAZZ PHARMACEUTICALS, INC.

By: *CA Dll*
Name: *Carol A. Gaubler*
Title: *Secretary*

[Orphan Asset Transfer Agreement]

TRADEMARK
REEL: 003907 FRAME: 0928

JPI COMMERCIAL, LLC

By: 
Name: Carol A. Gamble
Title: Secretary

[Orphan Asset Transfer Agreement]

TRADEMARK
REEL: 003907 FRAME: 0929

ORPHAN MEDICAL, LLC

By: *CA*
Name: *Carol A. Gamble*
Title: *Manager*

[Orphan Asset Transfer Agreement]