

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
Jazz Pharmaceuticals, Inc.		06/30/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	555 Mission Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
Registration Number:	3005004	JP
Registration Number:	3377357	JP JAZZ PHARMACEUTICALS
Registration Number:	3439014	JP JAZZ PHARMACEUTICALS
Registration Number:	3439015	JP JAZZ PHARMACEUTICALS
Registration Number:	3452003	JP JAZZ PHARMACEUTICALS
Registration Number:	3377363	JP JAZZ PHARMACEUTICALS
Registration Number:	3377364	JP JAZZ PHARMACEUTICALS
Registration Number:	3377358	JP
Registration Number:	3375148	JP
Registration Number:	3452038	JP
Registration Number:	3439091	JP
Registration Number:	3439090	JP
Registration Number:	3425438	JP
Registration Number:	3375220	JP

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Registration Number:	3429679	JP
Registration Number:	3400930	JP
Registration Number:	3375222	JP
Registration Number:	3375224	JP
Registration Number:	3375226	JP
Registration Number:	3384315	JP JAZZ PHARMACEUTICALS
Registration Number:	3452137	JP JAZZ PHARMACEUTICALS
Registration Number:	3375221	JP JAZZ PHARMACEUTICALS
Registration Number:	3375223	JP JAZZ PHARMACEUTICALS
Registration Number:	3478852	JP JAZZ PHARMACEUTICALS
Registration Number:	3375227	JP JAZZ PHARMACEUTICALS
Registration Number:	3447780	JP
Registration Number:	3772304	CT STEPS
Registration Number:	3772303	CT STEPS
Registration Number:	3772301	CT STEPS
Registration Number:	3342963	JAZZ
Registration Number:	3268952	JAZZ PHARMACEUTICALS
Registration Number:	3425389	JAZZ PHARMACEUTICALS
Registration Number:	3425390	JAZZ PHARMACEUTICALS
Registration Number:	3439016	JAZZ PHARMACEUTICALS
Registration Number:	3421517	JAZZ PHARMACEUTICALS
Registration Number:	3342964	JAZZ PHARMACEUTICALS
Registration Number:	3411421	JAZZ PHARMACEUTICALS
Registration Number:	3384314	JAZZ PHARMACEUTICALS
Registration Number:	3434310	JAZZ PHARMACEUTICALS
Registration Number:	3334353	JAZZ PHARMACEUTICALS
Registration Number:	3334354	JAZZ PHARMACEUTICALS
Registration Number:	3439279	JAZZ PHARMACEUTICALS
Registration Number:	3375225	JAZZ PHARMACEUTICALS
Registration Number:	3299804	WAKE UP TO THE DIFFERENCE
Registration Number:	3374136	WAKE UP TO THE DIFFERENCE

CORRESPONDENCE DATA

Fax Number: (415)268-7522

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

TRADEMARK
REEL: 004234 FRAME: 0840

Phone: 415-268-7000
Email: jdecker@mofo.com
Correspondent Name: Lynn M. Humphreys
Address Line 1: 425 Market Street
Address Line 2: Morrison & Foerster LLP
Address Line 4: San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER:	27292-11
NAME OF SUBMITTER:	Lynn M. Humphreys
Signature:	/Lynn M. Humphreys/
Date:	06/30/2010

Total Attachments: 11

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 30 2010, is made between JAZZ PHARMACEUTICALS, INC., a Delaware corporation (the "Grantor"), and SILICON VALLEY BANK, as administrative agent for the "Lenders" party to the Credit Agreement referenced below (in such capacity, the "Administrative Agent").

The Grantor, JPI Commercial, LLC, a Delaware limited liability company, certain financial institutions as lenders (the "Lenders") and the Administrative Agent are parties to a Credit Agreement dated as of June 30, 2010 (as amended, modified, renewed or extended from time to time, the "Credit Agreement"). In connection therewith, pursuant to the Guarantee and Collateral Agreement of even date herewith (as amended, modified, renewed or extended from time to time, the "Security Agreement"), among the Grantor, certain affiliates of the Grantor and the Administrative Agent, Grantor has granted to the Administrative Agent (for the benefit of the Lenders) a security interest in all of Grantor's present and future assets (other than Excluded Assets as such term is defined in the Security Agreement), including the Intellectual Property identified below, to secure the Secured Obligations (as defined in the Security Agreement). To supplement the Administrative Agent's security interest (for the benefit of the Lenders) in such intellectual property pursuant to the Security Agreement, Grantor is executing and delivering this Agreement.

Accordingly, the parties hereto agree as follows:

SECTION 1 Definitions: Interpretation.

(a) Terms Defined in Credit Agreement. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement or the Security Agreement, as the context may require.

(b) Interpretation. The rules of interpretation set forth in Section 1.2 of the Credit Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Secured Obligations, the Grantor hereby grants, assigns, and conveys to the Administrative Agent, for itself and on behalf of and for the ratable benefit of the Lenders, a security interest in all of the Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as are described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all

licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as are described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Administrative Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

Notwithstanding anything to the contrary herein, in no event shall the Collateral include any assets of the Grantor to the extent such assets constitute Excluded Assets.

(b) Continuing Security Interest. The Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with the Security Agreement.

SECTION 3 Supplement to Security Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Security Agreement. The rights and remedies of the Administrative Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

SECTION 4 Authorization to Supplement. If the Grantor shall obtain rights to any new U.S. Trademark or U.S. Patent this Agreement shall automatically apply thereto. Without limiting the Grantor's obligation under this Section 4, the Grantor authorizes the Administrative Agent to modify this Agreement by amending Schedules A or B to include any such new U.S. Patent or U.S. Trademark. No failure to so amend Schedules A or B shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule A or B.

SECTION 5 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantor, the Administrative Agent and the Lenders and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement.

SECTION 6 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE

REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN CALIFORNIA.

SECTION 7 Submission to Jurisdiction; Jury Trial Waiver. The provisions of Section 8.12 of the Security Agreement regarding submission to jurisdiction and the waiver of the right to jury trial shall by this reference be incorporated herein, *mutatis mutandis*, as if set forth herein in full.

SECTION 8 Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Credit Agreement.

SECTION 9 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

SECTION 10 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.


[Remainder of page intentionally left blank]

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

THE GRANTOR

JAZZ PHARMACEUTICALS, INC.



By: 
Name: Kathryn E. Falberg
Title: Sr. Vice President and Chief Financial Officer

Address:

Jazz Pharmaceuticals, Inc.
3180 Porter Drive
Palo Alto, CA 94304

Attn: Kathryn E. Falberg
Fax No.: (650) 496-3781
Email: kate.falberg@jazzpharma.com

THE ADMINISTRATIVE AGENT

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

Address:

Silicon Valley Bank
555 Mission Street
San Francisco, CA 94105

Attn: Alexis Coyle
Fax No.: (415) 615-0076
Email: acoyle@svb.com

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

THE GRANTOR

JAZZ PHARMACEUTICALS, INC.

By: _____
Name: _____
Title: _____


Address:

Jazz Pharmaceuticals, Inc.
3180 Porter Drive
Palo Alto, CA 94304

Attn: Kate Falberg
Fax No.: (650) 496-3781
Email: kate.falberg@jazzpharma.com

THE ADMINISTRATIVE AGENT

SILICON VALLEY BANK

By: 
Name: ROBERT HANDWERKER
Title: MANAGING DIRECTOR

Address:

Silicon Valley Bank
555 Mission Street
San Francisco, CA 94105

Attn: Alexis Coyle
Fax No.: (415) 615-0076
Email: acoyle@svb.com

SCHEDULE A
to the Patent and Trademark Security Agreement

GRANTOR

Issued U.S. Patents and Pending U.S. Patent Applications of the Grantor











SERIAL NUMBER	PATENT NUMBER	FILING DATE	COUNTRY	TITLE	INVENTOR/ ASSIGNED TO OWNER (IF DIFFERENT) (Y/N)
10322348	7668730	17-Dec-02	United States of America	SENSITIVE DRUG DISTRIBUTION SYSTEM AND METHOD	Y
10/275457	6803464	5-Nov-02	United States of America	Process for the Preparation of Pyrazine Compounds	Y
09/855703	6599905	16-May-01	United States of America	Pyrazine Compounds	Y
09/380062	6255307	25-Aug-99	United States of America	Pyrazine Compounds	Y
10979665		2-Nov-04	United States of America	SENSITIVE DRUG DISTRIBUTION SYSTEM AND METHOD	Y
11097651		1-Apr-05	United States of America	SENSITIVE DRUG DISTRIBUTION SYSTEM AND METHOD	Y
11097985		1-Apr-05	United States of America	SENSITIVE DRUG DISTRIBUTION SYSTEM AND METHOD	Y
11353572		14-Feb-06	United States of America	Dosage form and method for sustained release of a substituted pyrazine compound	Y
11823028		26-Jun-07	United States of America	PHARMACEUTICAL COMPOSITIONS OF ROPINIROLE AND METHODS OF USE THEREOF	Y
11897002		27-Aug-07	United States of America	Pharmaceutical compositions of clonazepam and methods of use thereof	Y
11897028		27-Aug-07	United States of America	PHARMACEUTICAL COMPOSITIONS OF BENZODIAZEPINES AND METHODS OF USE THEREOF	Y












SERIAL NUMBER	PATENT NUMBER	FILING DATE	COUNTRY	TITLE	INVENTOR/ ASSIGNED TO OWNER (IF DIFFERENT) (Y/N)
12264709		4-Nov-08	United States of America	IMMEDIATE RELEASE DOSAGE FORMS OF SODIUM OXYBATE	Y
12704097		11-Feb-10	United States of America	SENSITIVE DRUG DISTRIBUTION SYSTEM AND METHOD	Y
60113745		23-Dec-98	United States of America	MICROBIOLOGICALLY SOUND AND STABLE SOLUTION OF GAMMA HYDROXY BUTYRATE SALT FOR THE TREATMENT OF NARCOLEPSY	Y
60653444		15-Feb-05	United States of America	Dosage form and method for sustained release of a substituted pyrazine compound	Y
60817259		29-Jun-06	United States of America	Pharmaceutical compositions of Ropinirole and methods of use thereof	Y
60840568		28-Aug-06	United States of America	Pharmaceutical compositions of clonazepam and methods of use thereof	Y
12/264,709		4-Nov-08	United States of America	IMMEDIATE RELEASE DOSAGE FORMS OF SODIUM OXYBATE (US NonProvisional)	Y
12/773,599		4-May-10	United States of America	IMMEDIATE RELEASE FORMULATIONS AND DOSAGE FORMS OF GAMMA-HYDROXYBUTYRATE (Continuation-In-Part)	Y
60/653444		15-Feb-05	United States of America	Dosage Form and Method for Sustained Release of a Substituted Pyrazine Compound	Y
60/679818		10-May-05	United States of America	Dosage Form and Method for Modified Release of a Central Nervous System Agent	Y
61/317,212		24-Mar-10	United States of America	CONTROLLED RELEASE DOSAGE FORMS FOR HIGH DOSE, WATER SOLUBLE AND HYGROSCOPIC DRUG SUBSTANCES (US Provisional)	Y






SCHEDULE B
to the Patent and Trademark Security Agreement

GRANTOR

U.S. Trademarks and Pending U.S. Trademark Applications of the Grantor

Mark	Appl. No./ Reg. No.	Status	Goods/Services
	3,005,004	Registered	Pharmaceutical preparations for the treatment of neurological and psychiatric conditions.
 Jazz Pharmaceuticals	3,377,357	Registered	Pharmaceutical preparations for the treatment or management of neurological, psychiatric, and sleep conditions, diseases, or disorders.
 Jazz Pharmaceuticals	3,439,014	Registered	Providing information in insurance matters; insurance consultation; health care insurance consultation in the nature of providing assistance to others in obtaining insurance reimbursement of medical expenses for pharmaceuticals.
 Jazz Pharmaceuticals	3,439,015	Registered	Providing on-line communications links which transfer the website user to other local and global web pages; and on-line document delivery via a global computer network.
 Jazz Pharmaceuticals	3,452,003	Registered	Providing customized on-line web pages featuring user-defined information, which includes on-line web links to other web sites; providing information at the specific request of end-users by means of telephone or global computer networks; scientific research and development; pharmaceutical drug development services; pharmaceutical research and development; research and development for new products for others.
 Jazz Pharmaceuticals	3,377,363	Registered	Medical information; providing medical information; and providing health care information by telephone and the internet.
 Jazz Pharmaceuticals	3,377,364	Registered	Licensing of intellectual property; patent licensing.
	3,377,358	Registered	Pharmaceutical preparations for the treatment or management of neurological, psychiatric, and sleep conditions, diseases or disorders.
	3,375,148	Registered	Licensing of intellectual property; patent licensing.
	3,452,038	Registered	Medical information; providing medical information; and providing health care information by telephone and the internet.

Mark	Appl. No./ Reg. No.	Status	Goods/Services
	3,439,091	Registered	Providing customized on-line web pages featuring user-defined information, which includes on-line web links to other web sites; providing information at the specific request of end-users by means of telephone or global computer networks; scientific research and development; pharmaceutical drug development services; pharmaceutical research and development; research and development for new products for others.
	3,439,090	Registered	Providing information in insurance matters; insurance consultation; health care insurance consultation in the nature of providing assistance to others in obtaining insurance reimbursement of medical expenses for pharmaceuticals.
	3,425,438	Registered	Providing on-line communications links which transfer the website user to other local and global web pages; and on-line document delivery via a global computer network.
	3,375,220	Registered	Pre-recorded videotapes and DVDs featuring medical and pharmaceutical information.
	3,429,679	Registered	Printed materials, namely, pamphlets, brochures, booklets, and manuals, concerning medicine; printed materials, namely, pamphlets, brochures, and booklets, concerning the medical and pharmaceutical fields; monographs in the field of medicine; printed instructional, educational, and teaching materials in the field of medicine; note pads; pens; and folders.
	3,400,930	Registered	Book bags and backpacks.
	3,375,222	Registered	Hats, jackets, and pullovers.
	3,375,224	Registered	Marketing consultation in the field of medical and pharmaceutical products; and arranging and conducting trade show exhibitions in the fields of medicine and pharmaceuticals.
	3,375,226	Registered	Educational services, namely, arranging and conducting medical educational conferences, exhibitions, training courses, and seminars in the fields of medicine, pharmaceuticals, and medical science; and providing continuing medical education courses.
 Jazz Pharmaceuticals	3,384,315	Registered	Pre-recorded videotapes and DVDs featuring medical and pharmaceutical information.
 Jazz Pharmaceuticals	3,452,137	Registered	Printed materials, namely pamphlets, brochures, booklets, and manuals, concerning medicine; printed materials, namely pamphlets, brochures, and booklets, concerning the medical and pharmaceutical fields; monographs in the field of medicine; printed instructional, educational, and teaching materials in the field of medicine; note pads; pens; and folders.

Mark	Appl. No./ Reg. No.	Status	Goods/Services
 Jazz Pharmaceuticals	3,375,221	Registered	Book bags and backpacks.
 Jazz Pharmaceuticals	3,375,223	Registered	Hats, jackets, and pullovers.
 Jazz Pharmaceuticals	3,478,852	Registered	Marketing consultation in the field of medical and pharmaceutical products; and arranging and conducting trade show exhibitions in the fields of medicine and pharmaceuticals.
 Jazz Pharmaceuticals	3,375,227	Registered	Educational services, namely, arranging and conducting medical educational conferences, exhibitions, training courses, and seminars in the fields of medicine, pharmaceuticals, and medical science; and providing continuing medical education courses.
	3,447,780	Registered	Key chains of common metals.
CT STEPS	3,772,304	Registered	Providing medical information; providing access to a behavioral therapy program via the Internet.
CT STEPS	3,772,303	Registered	Providing medical information; providing access to a behavioral therapy program via the Internet.
CT STEPS	3,772,301	Registered	Providing medical information; providing access to a behavioral therapy program via the Internet
JAZZ	3,342,963	Registered	Pharmaceutical preparations for the treatment or management of neurological, psychiatric, and sleep conditions, diseases or disorders.
JAZZ PHARMACEUTICALS	3,268,952	Registered	Pharmaceutical preparations for the treatment or management of neurological, psychiatric, and sleep conditions, diseases or disorders.
JAZZ PHARMACEUTICALS	3,425,389	Registered	Providing information in insurance matters; insurance consultation; health care insurance consultation in the nature of providing assistance to others in obtaining insurance reimbursement of medical expenses for pharmaceuticals.
JAZZ PHARMACEUTICALS	3,425,390	Registered	Providing on-line communications links which transfer the website user to other local and global web pages; and on-line document delivery via a global computer network.
JAZZ PHARMACEUTICALS	3,439,016	Registered	Providing customized on-line web pages featuring user-defined information, which includes on-line web links to other web sites; providing information at the specific request of end-users by means of telephone or global computer networks; scientific research and development; pharmaceutical drug development services; pharmaceutical research and development; research and development for new products for others.
JAZZ PHARMACEUTICALS	3,421,517	Registered	Medical information; providing medical information; and providing health care information by telephone and the internet.
JAZZ PHARMACEUTICALS	3,342,964	Registered	Licensing of intellectual property; patent licensing.
JAZZ PHARMACEUTICALS	3,411,421	Registered	Key chains of common metals.
JAZZ PHARMACEUTICALS	3,384,314	Registered	Pre-recorded videotapes and DVDs featuring medical and pharmaceutical information.

Mark	Appl. No./ Reg. No.	Status	Goods/Services
JAZZ PHARMACEUTICALS	3,434,310	Registered	Printed materials, namely, pamphlets, brochures, booklets, and manuals, concerning medicine; printed materials, namely, pamphlets, brochures, and booklets, concerning the medical and pharmaceutical fields; monographs in the field of medicine; printed instructional, educational, and teaching materials in the field of medicine; note pads; pens; and folders.
JAZZ PHARMACEUTICALS	3,334,353	Registered	Book bags and backpacks.
JAZZ PHARMACEUTICALS	3,334,354	Registered	Hats, jackets, and pullovers.
JAZZ PHARMACEUTICALS	3,439,279	Registered	Marketing consultation in the field of medical and pharmaceutical products; and arranging and conducting trade show exhibitions in the fields of medicine and pharmaceuticals.
JAZZ PHARMACEUTICALS	3,375,225	Registered	Educational services, namely, arranging and conducting medical educational conferences, exhibitions, training courses, and seminars in the fields of medicine, pharmaceuticals, and medical science; and providing continuing medical education courses.
WAKE UP TO THE DIFFERENCE	3,299,804	Registered	Pharmaceutical preparations for use in the treatment of sleep disorders; pharmaceutical preparations for the treatment of diseases of the central nervous system and a variety of conditions, symptoms, and diseases, namely, narcolepsy, fibromyalgia, insomnia and myositis
WAKE UP TO THE DIFFERENCE	3,374,136	Registered	Printed materials concerning medicine; padfolios; and note cards