

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Jazz Pharmaceuticals International Limited		02/13/2014	CORPORATION: BERMUDA
Jazz Pharmaceuticals International III Limited		02/13/2014	CORPORATION: BERMUDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barclays Bank PLC, as Collateral Agent		
<b>Street Address:</b>	745 Seventh Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78422779		
<b>Serial Number:</b>	75909746	PRIALT	
<b>Serial Number:</b>	78170707	FAZACLO	
<b>Serial Number:</b>	78411481	FAZACLO (CLOZAPINE, USP) ORALLY DISINTEG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	michael.barys@thomsonreuters.com		
<b>Correspondent Name:</b>	Doris Ka, Legal Assistant		
<b>Address Line 1:</b>	Cahill Gordon & Reindel		
<b>Address Line 2:</b>	80 Pine Street		
<b>Address Line 4:</b>	New York, NEW YORK 10005		

OP \$115.00 78422779

NAME OF SUBMITTER:	Doris Ka
Signature:	/Michael Barys TR/
Date:	02/13/2014
<b>Total Attachments: 7</b> source=Jazz.Barclays Trademark Security Agreement#page1.tif source=Jazz.Barclays Trademark Security Agreement#page2.tif source=Jazz.Barclays Trademark Security Agreement#page3.tif source=Jazz.Barclays Trademark Security Agreement#page4.tif source=Jazz.Barclays Trademark Security Agreement#page5.tif source=Jazz.Barclays Trademark Security Agreement#page6.tif source=Jazz.Barclays Trademark Security Agreement#page7.tif	

## TRADEMARK SECURITY AGREEMENT (SHORT FORM)

### TRADEMARK SECURITY AGREEMENT

**Trademark Security Agreement**, dated as of February 13, 2014, by and among JAZZ PHARMACEUTICALS INTERNATIONAL LIMITED and JAZZ PHARMACEUTICALS INTERNATIONAL III LIMITED (the "Grantors"), in favor of BARCLAYS BANK PLC, in its capacity as collateral agent (in such capacity, the "Collateral Agent") pursuant to the Credit Agreement, dated as of June 12, 2012, as amended by Amendment No. 1, dated as of June 13, 2013, as amended by Amendment No. 2, dated as of January 23, 2014, and as further amended, restated, amended and restated, modified or supplemented from time to time (the "Credit Agreement"), by and among Jazz Pharmaceuticals Public Limited Company, the Borrowers from time to time party thereto, the lenders from time to time party thereto and Barclays Bank PLC, as administrative agent, Collateral Agent, Swing Line Lender and L/C Issuer.

### WITNESSETH:

WHEREAS, the Grantors are party to that certain Security Agreement dated as of June 12, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by Parent, the Borrower, the other Grantors party thereto and the Collateral Agent, in favor of the Collateral Agent, pursuant to which each Grantor is required to execute and deliver to the Collateral Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound hereby, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Agreement and used herein have the respective meanings assigned thereto in the Credit Agreement or the Security Agreement, in each case, as applicable.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor:

- (a) Trademarks of each Grantor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any of the foregoing (together with (a) and (b), collectively, the "Trademarks").

SECTION 3. The Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with, or as otherwise required pursuant to, Section 6.12 thereof, the Collateral Agent shall, at the expense of the Grantors, execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the liens on and security interests in the applicable Trademarks under this Trademarks Security Agreement and any other documents required to evidence the termination of the Collateral Agent's interests in the applicable Trademarks.

**SECTION 5. GOVERNING LAW; JURISDICTION; VENUE; WAIVER OF JURY TRIAL; CONSENT TO SERVICE OF PROCESS.**

**(A) THE TERMS OF SECTION 10.13 OF THE CREDIT AGREEMENT WITH RESPECT TO GOVERNING LAW, SUBMISSION OF JURISDICTION, VENUE AND WAIVER OF JURY TRIAL ARE INCORPORATED HEREIN BY REFERENCE, *MUTATIS MUTANDIS*, AND THE PARTIES HERETO AGREE TO SUCH TERMS.**

**(B) EACH PARTY TO THIS TRADEMARK SECURITY AGREEMENT IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 6.01 OF THE SECURITY AGREEMENT. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS TRADEMARK SECURITY AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.**

SECTION 6. Waivers; Amendments; Modifications. Neither this Trademark Security Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 10.01 of the Credit Agreement and subject to Section 6.02 of the Security Agreement.

SECTION 7. All communications and notices under this Trademark Security Agreement shall be in writing and given as provided in Section 6.01 of the Security Agreement.

SECTION 8. Counterparts; Effectiveness. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering to the other party hereto one or more counterparts. Delivery by facsimile or other

electronic communication of an executed counterpart (including portable document format (PDF)) of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to each Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon each Grantor and the Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of the Grantor, the Collateral Agent and the other Secured Parties and their respective permitted successors and assigns, except that the Grantors shall not have the right to assign or transfer their rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by the Security Agreement or the Credit Agreement.

[Signature Pages Follow.]

GRANTORS:

JAZZ PHARMACEUTICALS  
INTERNATIONAL LIMITED


By: Hugh Kiely  
Name: Hugh Kiely  
Title: Director

JAZZ PHARMACEUTICALS  
INTERNATIONAL III LIMITED

By: Hugh Kiely  
Name: Hugh Kiely  
Title: Director

[Signature Page to Jazz Trademark Security Agreement]

BARCLAYS BANK PLC,  
as Collateral Agent



By:   
Name: Alicia Borys  
Title: Vice President

[Signature Page to Jazz Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005216 FRAME: 0283**

**Schedule I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**UNITED STATES TRADEMARKS AND TRADEMARKS APPLICATIONS**

**Trademarks:**

OWNER	TRADEMARK	SERIAL NUMBER and FILING DATE	REGISTRATION NUMBER and REGISTRATION DATE
Jazz Pharmaceuticals International Limited	Design 	78422779 05/21/2004	3541739 12/02/2008
Jazz Pharmaceuticals International Limited	PRIALT	75909746 02/04/2000	2806847 01/20/2004
Jazz Pharmaceuticals International III Limited	FAZACLO	78170707 10/03/2002	2902272 11/09/2004
Jazz Pharmaceuticals International III Limited	FAZACLO (CLOZAPINE, USP) ORALLY DISINTEGRATING TABLETS & Design  	78411481 04/30/2004	3146363 09/19/2006