

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM345193

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Jazz Pharmaceuticals, Inc.		06/18/2015	CORPORATION: DELAWARE
Jazz Pharmaceuticals International III Limited		06/18/2015	CORPORATION: D.C.
Jazz Pharmaceuticals International Limited		06/18/2015	CORPORATION: D.C.

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A., as Collateral Agent
<b>Street Address:</b>	Bank of America Plaza, 901 Main St., Mail Code: TX1-492-14-06
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75202-3714
<b>Entity Type:</b>	Association: UNITED STATES

**PROPERTY NUMBERS Total: 53**

Property Type	Number	Word Mark
<b>Registration Number:</b>	4581104	NARCOLEPSYLINK
<b>Registration Number:</b>	4576797	NARCOLEPSYLINK
<b>Registration Number:</b>	4552745	NARCOLEPSYLINK
<b>Registration Number:</b>	4552743	NARCOLEPSYLINK
<b>Registration Number:</b>	4544632	NARCOLEPSYLINK
<b>Registration Number:</b>	4544631	NARCOLEPSYLINK
<b>Registration Number:</b>	4539566	NARCOLEPSYLINK
<b>Registration Number:</b>	4539565	NARCOLEPSYLINK
<b>Registration Number:</b>	4539549	JUMPSTART
<b>Registration Number:</b>	4507578	
<b>Registration Number:</b>	4503080	NAVIGATOR REIMBURSEMENT AND ACCESS PROGR
<b>Registration Number:</b>	4503079	NAVIGATOR REIMBURSEMENT AND ACCESS PROGR
<b>Registration Number:</b>	4538214	VERSACLOZ
<b>Registration Number:</b>	3005004	JP
<b>Registration Number:</b>	2902272	FAZACLO
<b>Registration Number:</b>	3146363	FAZACLO (CLOZAPINE, USP) ORALLY DISINTEG

OP \$1340.00 4581104

**TRADEMARK**

Property Type	Number	Word Mark
Registration Number:	3268952	JAZZ PHARMACEUTICALS
Registration Number:	3452137	JP JAZZ PHARMACEUTICALS
Registration Number:	3772304	CT STEPS
Registration Number:	3772303	CT STEPS
Registration Number:	3772301	CT STEPS
Registration Number:	3375227	JP JAZZ PHARMACEUTICALS
Registration Number:	3375226	JP
Registration Number:	3375225	JAZZ PHARMACEUTICALS
Registration Number:	3439279	JAZZ PHARMACEUTICALS
Registration Number:	3375224	JP
Registration Number:	3478852	JP JAZZ PHARMACEUTICALS
Registration Number:	3429679	JP
Registration Number:	3434310	JAZZ PHARMACEUTICALS
Registration Number:	3375148	JP
Registration Number:	3452038	JP
Registration Number:	3439091	JP
Registration Number:	3425438	JP
Registration Number:	3439090	JP
Registration Number:	3425390	JAZZ PHARMACEUTICALS
Registration Number:	3439016	JAZZ PHARMACEUTICALS
Registration Number:	3421517	JAZZ PHARMACEUTICALS
Registration Number:	3377364	JP JAZZ PHARMACEUTICALS
Registration Number:	3377363	JP JAZZ PHARMACEUTICALS
Registration Number:	3452003	JP JAZZ PHARMACEUTICALS
Registration Number:	3439015	JP JAZZ PHARMACEUTICALS
Registration Number:	3439014	JP JAZZ PHARMACEUTICALS
Registration Number:	3425389	JAZZ PHARMACEUTICALS
Registration Number:	3377358	JP
Serial Number:	86661335	JAZZ PHARMACEUTICALS
Serial Number:	86661339	JP JAZZ PHARMACEUTICALS
Serial Number:	86661343	JP
Serial Number:	86484707	AHLERTA
Serial Number:	86643546	XYREM CARECONNECT
Registration Number:	3377357	JP JAZZ PHARMACEUTICALS
Registration Number:	3342964	JAZZ PHARMACEUTICALS
Registration Number:	3342963	JAZZ
Registration Number:	2806847	PRIALT

**CORRESPONDENCE DATA****Fax Number:**

*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.*

**Email:** marina.kelly@thomsonreuters.com

**Correspondent Name:** Elaine Carrera, Legal Assistant

**Address Line 1:** 80 Pine Street

**Address Line 2:** c/o Cahill Gordon & Reindel LLP

**Address Line 4:** New York, NEW YORK 10005

<b>NAME OF SUBMITTER:</b>	Elaine Carrera, Legal Assistant
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<b>SIGNATURE:</b>	/Marina Kelly, Thomson Reuters/
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<b>DATE SIGNED:</b>	06/19/2015
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**Total Attachments: 10**

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**TRADEMARK SECURITY AGREEMENT (SHORT FORM)**

**TRADEMARK SECURITY AGREEMENT**

**Trademark Security Agreement**, dated as of June 18, 2015, by JAZZ PHARMACEUTICALS, INC., JAZZ PHARMACEUTICALS INTERNATIONAL III LIMITED and JAZZ PHARMACEUTICALS INTERNATIONAL LIMITED (the "Grantors"), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

**W I T N E S S E T H:**

WHEREAS, each Grantor is party to that certain Security Agreement dated as of June 18, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Parent, the U.S. Borrower, the other Grantors party thereto and the Collateral Agent, in favor of the Collateral Agent, pursuant to which such 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 Finance 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 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 Finance 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 such Grantor:

- (a) registered Trademarks of such Grantor listed on Schedule I attached hereto; and
- (b) all products and Proceeds of any of the foregoing (together with (a), 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 otherwise required pursuant to, Section 6.12 thereof, the Collateral Agent shall, at the expense of applicable Grantor, execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the lien on and security interest in the applicable Trademarks under this

Trademark Security Agreement and any other documents required to evidence the termination of the Collateral Agent's interest 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. Notices; Communications. 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 such Grantor and the Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Finance Parties and their respective permitted successors and assigns, except that such Grantor shall not have the right to assign or transfer its 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]

JAZZ PHARMACEUTICALS, INC.

By: 

Name: Matthew P. Young  
Title: Executive Vice President and  
Chief Financial Officer

JAZZ PHARMACEUTICALS  
INTERNATIONAL III LIMITED

By: \_\_\_\_\_

Name: Kevin Insley  
Title:

JAZZ PHARMACEUTICALS  
INTERNATIONAL LIMITED

By: \_\_\_\_\_

Name: Kevin Insley  
Title:

[Jazz — Signature Page to Trademarks Security Agreement]

**TRADEMARK**  
**REEL: 005556 FRAME: 0599**

JAZZ PHARMACEUTICALS, INC.

By: \_\_\_\_\_  
Name: Matthew P. Young  
Title: Chief Financial Officer

JAZZ PHARMACEUTICALS  
INTERNATIONAL III LIMITED

By: Kevin Insley  
Name: Kevin Insley  
Title: President

JAZZ PHARMACEUTICALS  
INTERNATIONAL LIMITED

By: Kevin Insley  
Name: Kevin Insley  
Title: President

[Jazz – Signature Page to Trademarks Security Agreement]

BANK OF AMERICA, N.A.,  
as Collateral Agent

By: Christine Trotter  
Name: Christine Trotter  
Title: Assistant Vice President

[Jazz -- Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005556 FRAME: 0601**



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

**Trademark Registrations:**

	<b>Owner</b>	<b>Trademark</b>	<b>Serial No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
1.	Jazz Pharmaceuticals, Inc.	NARCOLEPSYLINK	85869756 03/07/201 3	4581104 08/05/201 4
2.	Jazz Pharmaceuticals, Inc.	NARCOLEPSYLINK	85869439 03/07/201 3	4576797 07/29/201 4
3.	Jazz Pharmaceuticals, Inc.	NARCOLEPSYLINK	85869733 03/07/201 3	4552745 06/17/201 4
4.	Jazz Pharmaceuticals, Inc.	NARCOLEPSYLINK	85869421 03/07/201 3	4552743 06/17/201 4
5.	Jazz Pharmaceuticals, Inc.	NARCOLEPSYLINK	85869749 03/07/201 3	4544632 06/03/201 4
6.	Jazz Pharmaceuticals, Inc.	NARCOLEPSYLINK	85869743 03/07/201 3	4544631 06/03/201 4
7.	Jazz Pharmaceuticals, Inc.	NARCOLEPSYLINK	85869425 03/07/201 3	4539566 05/27/201 4
8.	Jazz Pharmaceuticals, Inc.	NARCOLEPSYLINK	85869424 03/07/201 3	4539565 05/27/201 4
9.	Jazz Pharmaceuticals, Inc.	JUMPSTART	85868210 03/06/201 3	4539549 05/27/201 4
10.	Jazz Pharmaceuticals, Inc.	DESIGN ONLY	85860450 02/26/201 3	4507578 04/01/201 4
11.	Jazz Pharmaceuticals, Inc.	NAVIGATOR REIMBURSEMENT AND ACCESS PROGRAM	85860441 02/26/201 3	4503080 03/25/201 4
12.	Jazz Pharmaceuticals, Inc.	NAVIGATOR REIMBURSEMENT AND ACCESS PROGRAM	85860436 02/26/201 3	4503079 03/25/201 4
13.	Jazz Pharmaceuticals Inter- national III Limited	VERSACLOZ	85481766 11/28/201 1	4538214 05/27/201 4

	<b>Owner</b>	<b>Trademark</b>	<b>Serial No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
14.	Jazz Pharmaceuticals, Inc.	JP	78332378 11/24/2003	3005004 10/04/2005
15.	Jazz Pharmaceuticals International III Limited	FAZACLO	78170707 10/03/2002	2902272 11/09/2004
16.	Jazz Pharmaceuticals International III Limited	FAZACLO (CLOZAPINE, USP) ORALLY DISINTEGRATING TABLETS	78411481 04/30/2004	3146363 09/19/2006
17.	Jazz Pharmaceuticals, Inc.	JAZZ PHARMACEUTICALS	78228989 03/24/2003	3268952 07/24/2007
18.	Jazz Pharmaceuticals, Inc.	JP JAZZ PHARMACEUTICALS	77152428 04/09/2007	3452137 06/24/2008
19.	Jazz Pharmaceuticals, Inc.	CT STEPS	77437093 04/01/2008	3772304 04/06/2010
20.	Jazz Pharmaceuticals, Inc.	CT STEPS	77437081 04/01/2008	3772303 04/06/2010
21.	Jazz Pharmaceuticals, Inc.	CT STEPS	77432914 03/27/2008	3772301 04/06/2010
22.	Jazz Pharmaceuticals, Inc.	JP JAZZ PHARMACEUTICALS	77152452 04/10/2007	3375227 01/29/2008
23.	Jazz Pharmaceuticals, Inc.	JP	77152449 04/10/2007	3375226 01/29/2008
24.	Jazz Pharmaceuticals, Inc.	JAZZ PHARMACEUTICALS	77152448 04/10/2007	3375225 01/29/2008
25.	Jazz Pharmaceuticals, Inc.	JAZZ PHARMACEUTICALS	77152445 04/10/2007	3439279 06/03/2008
26.	Jazz Pharmaceuticals, Inc.	JP	77152444 04/10/2007	3375224 01/29/2008
27.	Jazz Pharmaceuticals, Inc.	JP JAZZ PHARMACEUTICALS	77152441 04/10/2007	3478852 08/05/2008
28.	Jazz Pharmaceuticals, Inc.	JP	77152427 04/09/2007	3429679 05/20/2008
29.	Jazz Pharmaceuticals, Inc.	JAZZ PHARMACEUTICALS	77152425 04/09/2007	3434310 05/27/2008

	Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date
			7	8
30.	Jazz Pharmaceuticals, Inc.	JP	77126902 03/09/2007	3375148 01/29/2008
31.	Jazz Pharmaceuticals, Inc.	JP	77126898 03/09/2007	3452038 06/24/2008
32.	Jazz Pharmaceuticals, Inc.	JP	77126895 03/09/2007	3439091 06/03/2008
33.	Jazz Pharmaceuticals, Inc.	JP	77126890 03/09/2007	3425438 05/13/2008
34.	Jazz Pharmaceuticals, Inc.	JP	77126884 03/09/2007	3439090 06/03/2008
35.	Jazz Pharmaceuticals, Inc.	JAZZ PHARMACEUTICALS	77115382 02/23/2007	3425390 05/13/2008
36.	Jazz Pharmaceuticals, Inc.	JAZZ PHARMACEUTICALS	77115381 02/23/2007	3439016 06/03/2008
37.	Jazz Pharmaceuticals, Inc.	JAZZ PHARMACEUTICALS	77115380 02/23/2007	3421517 05/06/2008
38.	Jazz Pharmaceuticals, Inc.	JP JAZZ PHARMACEUTICALS	77115379 02/23/2007	3377364 02/05/2008
39.	Jazz Pharmaceuticals, Inc.	JP JAZZ PHARMACEUTICALS	77115377 02/23/2007	3377363 02/05/2008
40.	Jazz Pharmaceuticals, Inc.	JP JAZZ PHARMACEUTICALS	77115376 02/23/2007	3452003 06/24/2008
41.	Jazz Pharmaceuticals, Inc.	JP JAZZ PHARMACEUTICALS	77115374 02/23/2007	3439015 06/03/2008
42.	Jazz Pharmaceuticals, Inc.	JP JAZZ PHARMACEUTICALS	77115373 02/23/2007	3439014 06/03/2008
43.	Jazz Pharmaceuticals, Inc.	JAZZ PHARMACEUTICALS	77115372 02/23/2007	3425389 05/13/2008
44.	Jazz Pharmaceuticals, Inc.	JP	77113919 02/22/2007	3377358 02/05/2008

	<b>Owner</b>	<b>Trademark</b>	<b>Serial No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
			7	8
45.	Jazz Pharmaceuticals, Inc.	JP JAZZ PHARMACEUTICALS	77113917 02/22/200 7	3377357 02/05/200 8
46.	Jazz Pharmaceuticals, Inc.	JAZZ PHARMACEUTICALS	77113911 02/22/200 7	3342964 11/27/200 7
47.	Jazz Pharmaceuticals, Inc.	JAZZ	77113899 02/22/200 7	3342963 11/27/200 7
48.	Jazz Pharmaceuticals Inter- national Limited	PRIALT	75909746 02/04/200 0	2806847 01/20/200 4

**Trademark Applications:**

	<b>Owner</b>	<b>Trademark</b>	<b>Serial No. Filing Date</b>
1.	Jazz Pharmaceuticals, Inc.	JAZZ PHARMACEUTICALS	86661335 06/12/15
2.	Jazz Pharmaceuticals, Inc.	JAZZ PHARMACEUTICAL	86661339 06/12/15
3.	Jazz Pharmaceuticals, Inc.	JP	86661343 06/12/15
4.	Jazz Pharmaceuticals Inter- national III Limited	AHLERTA	86484707 12/18/201 4
5.	Jazz Pharmaceuticals, Inc.	XYREM CARECONNECT	86643546 05/28/15