

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374753

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPI Commercial, LLC		02/25/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Jazz Pharmaceuticals, Inc.		
Street Address:	3180 Porter Drive		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94304		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3309255	XYREM	
Registration Number:	2423880	XYREM	
Registration Number:	2472156	XYREM	
Registration Number:	2249959	XYREM	
Registration Number:	3112732	XYREM	
Registration Number:	3162632	XYREM	
Registration Number:	3162633	XYREM	
Registration Number:	3162634	XYREM	
Registration Number:	3162635	XYREM	
Registration Number:	3162636	XYREM	
Registration Number:	2860730	XYREM	
Registration Number:	2867332	XYREM SUCCESS PROGRAM	
Registration Number:	2848521	XYREM PATIENT SUCCESS PROGRAM	
Registration Number:	2860906	XYREM SUCCESS PROGRAM FOR PHYSICIANS	
Registration Number:	2952351	XYREM (SODIUM OXYBATE) ORAL SOLUTION CII	
Registration Number:	2774178	1-866-XYREM88	
Serial Number:	86643546	XYREM CARECONNECT	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$440.00 3309255

Fax Number: 6126046985

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.

Phone: 6126046585

Email: trademark@winthrop.com

Correspondent Name: Stephen R. Baird

Address Line 1: 225 South Sixth Street

Address Line 2: Capella Tower, Suite 3500

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	12507.992
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NAME OF SUBMITTER:	Wesley D. Anderson
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SIGNATURE:	/WDA/
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DATE SIGNED:	02/26/2016
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Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement"), effective as of February 25, 2016, is between JPI Commercial, LLC, a limited liability company organized under the laws of the State of Delaware (the "Assignor") and Jazz Pharmaceuticals, Inc., a corporation formed under the laws of the State of Delaware (the "Assignee").

WHEREAS, Assignor wishes to assign to Assignee all right, title, and interest in and to the trademarks which are the subject of the trademark registrations detailed in the attached Schedule A (the "Marks"), together with the good will of the business associated with the Marks;

WHEREAS, Assignee is the successor to the portion of the business of Assignor to which the Marks pertain, said business being ongoing and existing;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer and sell unto Assignee all right, title, and interest in and to the marks (including all claims for profits and damages by reason of past infringement of the Marks), together with the good will of the business associated with the Marks. The Marks are assigned as part of the portion of the ongoing and existing business to which the Marks pertain, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.

Assignor or its representatives shall, upon request, do all other lawful acts necessary to enable Assignee to obtain, maintain, and enforce full benefits from the rights and interests hereby acknowledged. This Agreement will bind the successors and assigns of Assignor and will inure to the benefit of the successors and assigns of Assignee.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

JPI COMMERCIAL, LLC

By. _____

Name: *Suzanne Sawochka Hooper*

Title: *EUP and General Counsel*



Accepted by JAZZ PHARMACEUTICALS, INC.

By. _____

Name: *Suzanne Sawochka Hooper*

Title: *EUP and General Counsel*

SCHEDULE A

Mark	Our Ref. No.	Country	App./Reg.No.
XYREM & Design (Color)	12507.121	United States	Reg. 2,423,880
XYREM & Design	12507.122	United States	Reg. 2,472,156
XYREM	12507.124	United States	Reg. 2,249,959
XYREM	12507.138	United States	Reg. 3,112,732
XYREM	12507.145	United States	Reg. 3,162,632
XYREM	12507.146	United States	Reg. 3,162,633
XYREM	12507.147	United States	Reg. 3,162,634
XYREM	12507.148	United States	Reg. 3,162,635
XYREM	12507.149	United States	Reg. 3,162,636
XYREM	12507.126	United States	Reg. 2,860,730
XYREM SUCCESS PROGRAM	12507.113	United States	Reg. 2,867,332
XYREM PATIENT SUCCESS PROGRAM	12507.114	United States	Reg. 2,848,521
XYREM SUCCESS PROGRAM FOR PHYSICIANS	12507.128	United States	Reg. 2,860,906
XYREM (SODIUM OXYBATE) ORAL SOLUTION CIII & Design	12507.116	United States	Reg. 2,952,351
1-866-XYREM88	12507.117	United States	Reg. 2,774,178
XYREM CARECONNECT	12507.891	United States	App. 86/643,546
XYREM	12507.144	United States	Reg. 3,309,255
XYREM	12507.151	Brazil	Reg. 828493677
XYREM	12507.152	Canada	Reg. 759794
XYREM	12507.129	Canada	Reg. 565542
XYREM SUCCESS PROGRAM	12507.156	Canada	Reg. 770522
PROGRAMME À SUCCÈS XYREM	12507.157	Canada	Reg. 771709
XYREM	12507.130	Czech Republic	Reg. 251135
XYREM	12507.131	European Union	Reg. 957712
XYREM	12507.153	European Union	Reg. 5125976
XYREM	12507.132	Hungary	Reg. 176870
XYREM	12507.133	Iceland	Reg. 6792002
XYREM	12507.143	India	Reg. 794154
XYREM	12507.838	India	App. 2842082
XYREM	12507.134	Japan	Reg. 4411850
XYREM	12507.154	Mexico	Reg. 969476
XYREM	12507.135	Norway	Reg. 217395

Mark	Our Ref. No.	Country	App./Reg.No.
XYREM	12507.139	Poland	Reg. 165813
XYREM	12507.136	Slovakia	Reg. 203951
XYREM	12507.140	South Africa	Reg. 200210998
XYREM	12507.137	Switzerland	Reg. 503859

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