

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390239

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplement No. 1 to Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jazz Pharmaceuticals, Inc.		06/08/2016	Corporation: DELAWARE
Jazz Pharmaceuticals International III Limited		06/08/2016	Corporation: D.C.
Jazz Pharmaceuticals International Limited		06/08/2016	Corporation: D.C.

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3309255	XYREM
Registration Number:	3162636	XYREM
Registration Number:	3162635	XYREM
Registration Number:	3162634	XYREM
Registration Number:	3162633	XYREM
Registration Number:	3162632	XYREM
Registration Number:	3112732	XYREM
Registration Number:	2774178	1-866-XYREM88
Registration Number:	2952351	XYREM (SODIUM OXYBATE) ORAL SOLUTION CII
Registration Number:	2860906	XYREM SUCCESS PROGRAM FOR PHYSICIANS
Registration Number:	2848521	XYREM PATIENT SUCCESS PROGRAM
Registration Number:	2867332	XYREM SUCCESS PROGRAM
Registration Number:	2860730	XYREM
Registration Number:	2472156	XYREM
Registration Number:	2423880	XYREM

OP \$540.00 3309255

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2249959	XYREM
Serial Number:	86673318	XYREM CARECONNECT
Serial Number:	86827731	
Serial Number:	86827719	
Serial Number:	86782927	SOLREDI
Serial Number:	87021069	PRIALT ACCESS & SUPPORT PROGRAM

CORRESPONDENCE DATA

Fax Number: 8009144240
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: 800-713-0755
Email: Michael.Violet@wolterskluwer.com
Correspondent Name: Michael Violet
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	07/05/2016

Total Attachments: 7
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SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

Supplement No. 1 to Trademark Security Agreement, dated as of June 8, 2016 (this "Supplement"), by JAZZ PHARMACEUTICALS, INC., JAZZ PHARMACEUTICALS INTERNATIONAL LIMITED and JAZZ PHARMACEUTICALS INTERNATIONAL III 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").

WITNESSETH:

WHEREAS, the Grantors are 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 the Grantors are required to execute and deliver to the Collateral Agent this Supplement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound hereby, the Grantors hereby agree 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 each 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 Supplement 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 Supplement 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 the Grantors, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the applicable Trademarks under this Supplement 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 SUPPLEMENT IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 6.01 OF THE SECURITY AGREEMENT. NOTHING IN THIS SUPPLEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS SUPPLEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

SECTION 6. Waivers; Amendments; Modifications. Neither this Supplement 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 Supplement shall be in writing and given as provided in Section 6.01 of the Security Agreement.

SECTION 8. Counterparts; Effectiveness. This Supplement 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 Supplement 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 Supplement shall be effective as delivery of an original executed counterpart of this Supplement. This Supplement 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 such Grantor, the Collateral Agent and the other Finance Parties and their respective permitted successors and assigns, except that the Grantors 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: Suzanne Hooper
Title: Director

JAZZ PHARMACEUTICALS
INTERNATIONAL III LIMITED

By: 

Name: KEVIN M. KELLY
Title: PRESIDENT

JAZZ PHARMACEUTICALS
INTERNATIONAL LIMITED

By: 


Name: KEVIN M. KELLY
Title: PRESIDENT

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

By: _____

Name:

Title:



Angela Larkin
Assistant Vice President

[Jazz – Signature Page to Supplement No. 1 to Trademark Security Agreement]

TRADEMARK
REEL: 005826 FRAME: 0297

Schedule I
to
SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT
UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

	Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date	Note
1.	Jazz Pharmaceuticals, Inc.	XYREM CARECONNECT	86673318 06/24/2015	Pending III	
2.	Jazz Pharmaceuticals, Inc.	DESIGN ONLY	86827731 11/20/2015		
3.	Jazz Pharmaceuticals, Inc.	DESIGN ONLY	86827719 11/20/2015		
4.	Jazz Pharmaceuticals, Inc.	XYREM	78769796 12/08/2005	3309255 10/06/2007	Assigned to Jazz entity in Feb. 2016 Silicon Valley Bank security interest executed and recorded 6/30/2010 at reel/frame 4234/0812
5.	Jazz Pharmaceuticals, Inc.	XYREM	78769631 12/08/2005	3162636 10/24/2006	Assigned to Jazz entity in Feb. 2016 Silicon Valley Bank security interest executed and recorded 6/30/2010 at reel/frame 4234/0812
6.	Jazz Pharmaceuticals, Inc.	XYREM	78769629 12/08/2005	3162635 10/24/2006	Assigned to Jazz entity in Feb. 2016 Silicon Valley Bank security interest executed and recorded 6/30/2010 at reel/frame 4234/0812
7.	Jazz Pharmaceuticals, Inc.	XYREM	78769626 12/08/2005	3162634 10/24/2006	Assigned to Jazz entity in Feb. 2016 Silicon Valley Bank security interest executed and recorded 6/30/2010 at reel/frame 4234/0812
8.	Jazz Pharmaceuticals, Inc.	XYREM	78769623 12/08/2005	3162633 10/24/2006	Assigned to Jazz entity in Feb. 2016 Silicon Valley Bank security interest executed and recorded 6/30/2010 at reel/frame 4234/0812
9.	Jazz Pharmaceuticals, Inc.	XYREM	78769619 12/08/2005	3162632 10/24/2006	Assigned to Jazz entity in Feb. 2016 Silicon Valley Bank security interest executed and recorded 6/30/2010 at reel/frame 4234/0812
10.	Jazz Pharmaceuticals, Inc.	XYREM	78400994 04/13/2004	3112732 07/04/2006	Assigned to Jazz entity in Feb. 2016 Silicon Valley Bank security interest executed and recorded 6/30/2010 at reel/frame 4234/0812
11.	Jazz Pharmaceuticals, Inc.	1-866-XYREM88	78147989 07/26/2002	2774178 10/14/2003	Assigned to Jazz entity in Feb. 2016 Silicon Valley Bank security interest executed and recorded 6/30/2010 at

	Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date	Note
					reel/frame 4234/0812
12.	Jazz Pharmaceuticals, Inc.	XYREM (SODIUM OXYBATE) ORAL SOLUTION CBI	76427104 07/02/2002	2952331 05/17/2005	Assigned to Jazz entity in Feb. 2016 Silicon Valley Bank security interest executed and recorded 6/30/2010 at reel/frame 4234/0812
13.	Jazz Pharmaceuticals, Inc.	XYREM SUCCESS PROGRAM FOR PHYSICIANS	76412894 05/28/2002	2860906 07/06/2004	Assigned to Jazz entity in Feb. 2016 Silicon Valley Bank security interest executed and recorded 6/30/2010 at reel/frame 4234/0812
14.	Jazz Pharmaceuticals, Inc.	XYREM PATIENT SUCCESS PROGRAM	76412893 05/28/2002	2848521 06/01/2004	Assigned to Jazz entity in Feb. 2016 Silicon Valley Bank security interest executed and recorded 6/30/2010 at reel/frame 4234/0812
15.	Jazz Pharmaceuticals, Inc.	XYREM SUCCESS PROGRAM	76397391 04/18/2002	2867332 07/27/2004	Assigned to Jazz entity in Feb. 2016 Silicon Valley Bank security interest executed and recorded 6/30/2010 at reel/frame 4234/0812
16.	Jazz Pharmaceuticals, Inc.	XYREM	76327130 10/17/2001	2860750 07/06/2004	Assigned to Jazz entity in Feb. 2016 Silicon Valley Bank security interest executed and recorded 6/30/2010 at reel/frame 4234/0812
17.	Jazz Pharmaceuticals, Inc.	XYREM	75701032 10/27/1998	2472156 07/24/2001	Assigned to Jazz entity in Feb. 2016 Silicon Valley Bank security interest executed and recorded 6/30/2010 at reel/frame 4234/0812
18.	Jazz Pharmaceuticals, Inc.	XYREM	75577530 10/27/1998	2423880 01/23/2001	Assigned to Jazz entity in Feb. 2016 Silicon Valley Bank security interest executed and recorded 6/30/2010 at reel/frame 4234/0812
19.	Jazz Pharmaceuticals, Inc.	XYREM	75123232 06/21/1996	2249959 06/01/1999	Assigned to Jazz entity in Feb. 2016 Silicon Valley Bank security interest executed and recorded 6/30/2010 at reel/frame 4234/0812
20.	Jazz Pharmaceuticals International III Limited	SOLREDI	86782927 10/09/2015	Pending ITU	

Trademark Application:

	Owner	Trademark	App. Date	App. No.
1.	Jazz Pharmaceuticals International Limited	PRIALT ACCESS & SUPPORT PROGRAM (Stylized) & Design	05/02/2016	87/021,069