

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM531966

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Jazz Pharmaceuticals International III Limited		05/08/2019	Limited Liability Company: BERMUDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jazz Pharmaceuticals Ireland Limited		
<b>Street Address:</b>	Waterloo Road		
<b>Internal Address:</b>	Fifth Floor Waterloo Exchange		
<b>City:</b>	Dublin		
<b>State/Country:</b>	IRELAND		
<b>Entity Type:</b>	Company: IRELAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2902272	FAZACLO	
<b>Registration Number:</b>	3146363	FAZACLO (CLOZAPINE, USP) ORALLY DISINTEG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6126046989		
<i>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.</i>			
<b>Phone:</b>	612.604.6689		
<b>Email:</b>	trademark@winthrop.com		
<b>Correspondent Name:</b>	Timothy D. Sitzmann		
<b>Address Line 1:</b>	225 South Sixth Street		
<b>Address Line 2:</b>	Capella Tower Suite 3500		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Timothy Sitzmann		
<b>SIGNATURE:</b>	/Timothy Sitzmann/		
<b>DATE SIGNED:</b>	07/15/2019		
<b>Total Attachments: 7</b>			
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**EFFECTIVE AS OF 8 MAY 2019**

**(1) JAZZ PHARMACEUTICALS INTERNATIONAL III LIMITED**

**AND**

**(2) JAZZ PHARMACEUTICALS IRELAND LIMITED**

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**DEED OF ASSIGNMENT OF TRADE MARKS**

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**ARTHUR COX**

**TRADEMARK  
REEL: 006694 FRAME: 0325**

**THIS DEED OF ASSIGNMENT** is effective as of 8 May 2019 (the “**Effective Date**”)

**BETWEEN:**

- (1) **JAZZ PHARMACEUTICALS INTERNATIONAL III LIMITED**, a Bermuda company limited by shares whose registered office is located at Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda (the “**Assignor**”); and
- (2) **JAZZ PHARMACEUTICALS IRELAND LIMITED**, a company incorporated in Ireland with registered number 429847 and having its registered office at Fifth Floor, Waterloo Exchange, Waterloo Road, Dublin 4 (the “**Assignee**”)

(each a “**Party**” and together the “**Parties**”).

**BACKGROUND:**

- (A) The Assignor is the owner of all right, title and interest in and to the Assigned Trade Marks (as defined below) the details of which are set out in Schedule A to this Assignment.
- (B) The Assignor wishes to assign to the Assignee, and the Assignee wishes to accept, all of the Assignor’s right, title and interest in and to the Assigned Trade Marks.
- (C) Accordingly, the Parties have entered into this Assignment.

**AGREED TERMS:**

1. **Interpretation**

1.1 The definitions and rules of interpretation in this clause apply in this Assignment.

“**Assignment**” means this Deed of Assignment of Trade Marks;

“**Assigned Trade Marks**” means the Trade Marks owned by the Assignor as set out in Schedule A to this Assignment; and

“**Trade Marks**” means and includes any and all trade marks, brand names, trade names, trade dress, logos, get-up, service marks, domain names or pictorial depictions, and similar designations, anywhere in the world, whether registered or unregistered, and all applications and registrations related thereto and all goodwill associated therewith anywhere in the world.

1.2 Clause and schedule headings shall not affect the interpretation of this Assignment.

1.3 Schedule A forms part of this Assignment and shall have effect as if set out in full in the body of this Assignment. Any reference to this Assignment includes Schedule A.

1.4 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

1.5 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time.

1.6 Any words following the terms including, include, in particular or any similar expressions shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. **Assignment**

For good and valuable consideration paid by the Assignee to the Assignor (the receipt and sufficiency of which is hereby acknowledged by the Assignor), the Assignor hereby sells, assigns, conveys and transfers to the Assignee all of the Assignor's right, title and interest in and to the Assigned Trade Marks together with (i) all rights of action, powers and benefits belonging to the same, including all treaty, convention, statutory, and common law rights, the right to sue for and obtain damages and other relief in respect of any infringement (whether past, present or future) of the Assigned Trade Marks; (iii) the right to apply for and maintain all registrations and renewals of the Assigned Trade Marks; and (iv) the right to grant licences or other interests in the Assigned Trade Marks and to **HOLD, USE, EXERCISE AND ENJOY** the same unto the Assignee, its successors and assigns absolutely and free from all liens, charges, and encumbrances for the whole period of such rights for the time being capable of being assigned by the Assignor, and the Assignee hereby accept all of the foregoing.

3. **Further Assurances**

The Assignor shall, at the Assignee's cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or by any intellectual property office or which the Assignee requests, to vest in the Assignee the full benefit of the right, title and interest in and to the Assigned Trade Marks to the Assignee under this Assignment, including assisting the Assignee in obtaining, defending and enforcing the Assigned Trade Marks, and assisting with any proceedings which may be brought by or against the Assignee against or by any third party relating to the Assigned Trade Marks.

4. **Waiver**

No failure or delay by a Party to exercise any right or remedy provided under this Assignment or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.

5. **Variation**

No variation of this Assignment shall be effective unless it is in writing and executed by the Parties.

6. **Severance**

6.1 If any court or competent authority finds that any provision of this Assignment (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Assignment shall not be affected.

6.2 If any invalid, unenforceable or illegal provision of this Assignment would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

7. **Counterparts**

This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Assignment but all the counterparts shall together constitute the same Assignment.

8. **Governing law and jurisdiction**

- 8.1 This Assignment and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Ireland.
- 8.2 The parties irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Assignment or its subject matter or formation (including non-contractual disputes or claims).

**SCHEDULE A**

**Assigned Trade Marks**

<b>Mark</b>	<b>Country</b>	<b>Status</b>	<b>Reg No.</b>	<b>Reg. Date</b>
<u>FAZACLO</u>	Australia	Registered	984283	Aug. 16, 2004
<u>FAZACLO</u>	EU	Registered	003028875	23-Apr-04
<u>FAZACLO</u>	US	Registered	2902272	Nov. 9, 2004
<u>FAZACLO CLOZAPINE USP ORALLY DISINTEGRATING TABLETS &amp; Design</u>	US	Registered	3146363	Sept. 19, 2006
<u>FAZACLO ODT</u>	Australia	Registered	991847	Sept. 20, 2004
<u>FAZACLO ODT</u>	EU	Registered	003680998	18-Jul-05

IN WITNESS WHEREOF THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Assignment

For and on behalf of  
**JAZZ PHARMACEUTICALS  
INTERNATIONAL III LIMITED**  
and delivered as a deed:

  
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Signature

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Print Name *Kevin Dasley*

Given under the common seal of  
**JAZZ PHARMACEUTICALS IRELAND  
LIMITED**  
and delivered as a deed:

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Signature

-----  
Print Name

-----  
Signature

-----  
Print Name



**IN WITNESS WHEREOF THIS DEED** has been executed and delivered as a deed on the date stated at the beginning of this Assignment

For and on behalf of  
**JAZZ PHARMACEUTICALS  
INTERNATIONAL III LIMITED**  
and delivered as a deed:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Given under the common seal of  
**JAZZ PHARMACEUTICALS IRELAND  
LIMITED**  
and delivered as a deed:

*Patricia Carr*  
\_\_\_\_\_  
Signature

**PATRICIA CARR**  
\_\_\_\_\_

Print Name

*Aislinn Doody*  
\_\_\_\_\_  
Signature

**Aislinn Doody**  
\_\_\_\_\_  
Print Name