

Form PTO-1595

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark OfficeRECORDATION FORM COVER SHEET
PATENTS ONLY**CERTIFICATION OF FACSIMILE TRANSMISSION**

I hereby certify that this paper is being facsimile transmitted to the Patent and Trademark Office Assignment

Branch at (703) 306-5995 on Oct 21, 2004 by

Marilyn Eldridge

Sign: Marilyn Eldridge

Commissioner of Patents. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies)
SmithKline Beecham Corporation
One Franklin Plaza
Philadelphia, Pennsylvania 19101
United States of America

2. Name and address of receiving party(ies)

Jazz Pharmaceuticals, Inc.
630 Hansen Way
Palo Alto, California 94304
United States of AmericaAdditional names of conveying party(ies) attached?
☐ yes ☒ noAdditional name(s) and addresses attached?
☐ yes ☒ no

3. Description of the interest conveyed:

☒ Assignment, please record and return
☐ Security Agreement
☐ Other☐ Merger
☐ Change of NameExecution date of Assignment: October 1, 20044. Application number(s) or patent number(s). Additional Sheets attached? ☒ Yes ☐ No

A. Patent Application No.(s)

B. Patent No.(s)

6,255,307

6,599,905

6,803,464

If this document is being filed together with a new application, the execution date of the application is

5. Name and address of party to whom
correspondence concerning documents should
be mailed:David J. Levy
GlaxoSmithKline
Corporate Intellectual Property-MAI-B475
Five Moore Drive
P.O. Box 13398
Research Triangle Park, NC 27709-33986. Total number of applications and patents involved 1.7. Total Fee (37 C.F.R. 3.41) \$120.008. Please charge this fee to deposit account No. 07-1392.The Commissioner is hereby authorized to charge any additional fees
under 37 CFR 1.16 or 1.17 which may be required by this paper, or
credit any overpayment, to our Deposit Account No. 07-1392.

DO NOT USE THIS SPACE

9. Statement and Signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy
of the original document.Bonnie L. Deppenbrock
Reg. No. 28,209

Signature

Date

Total number of pages including cover sheet, attachments and document: 9

CH \$120.00 071392 6256307

SCHEDULE 1.1.29**PATENTS TRANSFERRED TO JAZZ PHARMACEUTICALS****PG3186****GW273293 Basic Compound Case**

Country	Status	Appln. No.	Appln. Date	Patent No.	Grant Date	Expiration Date
Argentina	Filed	P980100906	27-Feb-1998			
A.R.I.P.O.	Inactive	AP.P.99.01632	26-Feb-1998			
Australia	Granted	68237.98	26-Feb-1998	732915	16-Aug-2001	26-Feb-2018
Austria	Granted	EP0966448	26-Feb-1998	E251143	01-Oct-2003	26-Feb-2018
Bangladesh	Inactive	23/98	12-Feb-1998	1003063	12-Jun-2000	01-Mar-2013
Barbados	Inactive	81.582	26-Feb-1998			26-Feb-2018
Belgium	Granted	98913592.6	26-Feb-1998	EP0966448	01-Oct-2003	26-Feb-2018
Bosnia-Herzegovina	Inactive	BAP99468A	26-Feb-1998			26-Feb-2018
Brazil	Filed	PI9807814.3	26-Feb-1998			26-Feb-2018
Bulgaria	Inactive	103723	26-Feb-1998			26-Feb-2018
Canada	Filed	2282585	26-Feb-1998			26-Feb-2018
Chile	Inactive	1998.410	26-Feb-1998	41.011	09-Apr-2001	09-Apr-2016
China P.R.	Granted	98804593.1	26-Feb-1998	ZL98804593.1	09-Apr-2003	26-Feb-2018
Colombia	Granted	98.010.500	26-Feb-1998	27.533	20-Jun-2002	26-Feb-2018
Croatia	Inactive	P980107A	27-Feb-1998			27-Feb-2018
Cuba	Inactive	105.99	26-Feb-1998			26-Feb-2013
Czech Republic	Filed	PV3111.99	26-Feb-1998			26-Feb-2018
Denmark	Granted	98913592.6	26-Feb-1998	EP0966448	01-Oct-2003	26-Feb-2018
Egypt	Inactive	233.98	26-Feb-1998			26-Feb-2008
El Salvador	Inactive	29.98	27-Feb-1998			27-Feb-2013
Estonia	Inactive	PI1999.00376	26-Feb-1998			26-Feb-2018
Eurasian Patent Convention	Inactive	EA199900687	26-Feb-1998			26-Feb-2018
European Patent Convention	Granted	98913592.6	26-Feb-1998	EP0966448	01-Oct-2003	26-Feb-2018
Finland	Granted	98913592.6	26-Feb-1998	EP0966448	01-Oct-2003	26-Feb-2018
France	Granted	98913592.6	26-Feb-1998	EP0966448	01-Oct-2003	26-Feb-2018
Georgia	Inactive	GEAP1998003672	26-Feb-1998			26-Feb-2018
Germany	Granted	EP0966448	26-Feb-1998	69818643.5	01-Oct-2003	26-Feb-2018
Great Britain	Granted	98913592.6	26-Feb-1998	EP0966448	01-Oct-2003	26-Feb-2018
Great Britain	Inactive	9704275.8	01-Mar-1997			01-Mar-2017
Greece	Granted	EP0966448	26-Feb-1998	3047251	01-Oct-2003	26-Feb-2018
Guatemala	Inactive	PI980046	26-Feb-1998			26-Feb-2013
Honduras	Inactive	PI.GB98.36	27-Feb-1998	3731	02-Mar-2000	27-Feb-2018

Execution

36

Hong Kong	Granted	00102173.5	26-Feb-1998	HK1023116	16-Jan-2004	26-Feb-2018
Hungary	Filed	P0001802	26-Feb-1998			26-Feb-2018
Iceland	Inactive	5163	26-Feb-1998			26-Feb-2018
India	Filed	315CAL98	26-Feb-1998			26-Feb-2012
Indonesia	Inactive	W.990951	26-Feb-1998			26-Feb-2018
Ireland	Granted	98913592.6	26-Feb-1998	EP0966448	01-Oct-2003	26-Feb-2018
Israel	Granted	131293	26-Feb-1998	131293	02-Nov-2003	26-Feb-2018
Italy	Granted	98913592.6	26-Feb-1998	EP0966448	01-Oct-2003	26-Feb-2018
Japan	Filed	047974.02	25-Feb-2002			26-Feb-2018
Japan	Granted	537310.98	26-Feb-1998	3369189	15-Nov-2002	26-Feb-2018
Jordan	Granted	2035	26-Feb-1998	2035	24-Jul-1999	26-Feb-2018
Korea South	Filed	10.1999.700793 7	26-Feb-1998			26-Feb-2018
Kuwait	Inactive	PA25.98	23-Feb-1998			
Lebanon	Inactive	96.01.0148521	20-Feb-1998	5938	28-Mar-1998	20-Feb-2013
Liberia	Inactive	PCT.LR2000.00 033	26-Feb-1998	LR2000.00033	30-Aug-1999	30-Aug-2019
Luxembourg	Granted	98913592.6	26-Feb-1998	EP0966448	01-Oct-2003	26-Feb-2018
Madagascar	Inactive	99029	26-Feb-1998	00151	02-Feb-2001	26-Feb-2018
Malaysia	Filed	PI98000852	26-Feb-1998			
Malta	Inactive	1301	27-Feb-1998	1301	20-Nov-2000	01-Mar-2011
Mexico	Granted	997910	26-Feb-1998	208039	30-May-2002	26-Feb-2018
Monaco	Granted	98913592.6	26-Feb-1998	EP0966448	01-Oct-2003	26-Feb-2018
Mongolia	Inactive	XX	26-Feb-1998	1624	01-Mar-2000	01-Mar-2020
Netherlands	Granted	98913592.6	26-Feb-1998	EP0966448	01-Oct-2003	26-Feb-2018
New Zealand	Granted	337121	26-Feb-1998	337121	12-Jul-2001	26-Feb-2018
Norway	Granted	19994213	26-Feb-1998	313383	23-Sep-2002	26-Feb-2018
O.A.P.I.	Inactive	9900196	26-Feb-1998	11151	31-Mar-2000	26-Feb-2018
Pakistan	Filed	226.98	26-Feb-1998			
Panama	Inactive	PI.PA97.084482	27-Feb-1998	84482.01	21-Jun-2001	27-Feb-2018
Patent Cooperation Treaty	Inactive	PCT.EP98.0107 7	26-Feb-1998			
Peru	Inactive	000134.1998.OI N	24-Feb-1998	001739	28-Feb-2001	24-Feb-2018
Philippines	Granted	00452	27-Feb-1998	1-1998-00452	24-Feb-2003	27-Feb-2018
Poland	Filed	P335441	26-Feb-1998			26-Feb-2018
Portugal	Granted	98913592.6	26-Feb-1998	EP0966448	01-Oct-2003	26-Feb-2018
Serbia-Montenegro	Inactive	P407.99	26-Feb-1998			26-Feb-2018
Singapore	Granted	9903747.5	26-Feb-1998	67092	21-Aug-2001	26-Feb-2018
Slovak Republic	Inactive	PV1173.99	26-Feb-1998			26-Feb-2018
Slovenia	Granted	EP0966448	26-Feb-1998	P-9830578	01-Oct-2003	26-Feb-2018
South Africa	Granted	98.1624	26-Feb-1998	98.1624	24-Nov-1999	26-Feb-2018
Spain	Granted	EP0966448	26-Feb-1998	2205469	01-Oct-2003	26-Feb-2018

Execution

37

Sri Lanka	Inactive	11837	26-Feb-1998	11837	17-Dec-1999	17-Dec-2014
St. Lucia	Inactive	XX	26-Feb-1998			
Sweden	Granted	98913592.6	26-Feb-1998	EP0966448	01-Oct-2003	26-Feb-2018
Switzerland	Granted	98913592.6	26-Feb-1998	EP0966448	01-Oct-2003	26-Feb-2018
Taiwan	Granted	87103079	03-Mar-1998	NI168472	17-Apr-2003	02-Mar-2018
Tangier	Inactive	PV.24973	23-Feb-1998			23-Feb-2018
Thailand	Inactive	042476	26-Feb-1998			26-Feb-2018
Trinidad	Inactive	TT.A.1999.0006 7	26-Feb-1998			26-Feb-2018
Turkey	Granted	1999.02082	26-Feb-1998	TR199902082B	21-Aug-2000	26-Feb-2018
Ukraine	Inactive	UA99084708.M	26-Feb-1998			26-Feb-2018
United Arab Emirates	Inactive	47.1998	25-Feb-1998			25-Feb-2008
United States	Granted	09.380062	26-Feb-1998	6255307	03-Jul-2001	26-Feb-2018
United States	Granted	09.855703	16-May-2001	6599905	29-Jul-2003	26-Feb-2018
Uruguay	Inactive	24.911	27-Feb-1998			27-Feb-2018
Uzbekistan	Inactive	UZIHP9900679 .2	26-Feb-1998			26-Feb-2018
Venezuela	Filed	0399	27-Feb-1998			
Vietnam	Inactive	S19990712	26-Feb-1998			31-Aug-2019

Second Priority Application for PG3186

Country	App./Date	App.Date	Patent No.	Status/ Grant Date
PG3276/ GB	97081830	23/4/97	n/a	Inactive

PG4037 -GW273293 Process Case

Country	App./Date	App.Date	Patent No.	Status/ Grant Date
PG4037/GB	0010971.0	5/5/00	n/a	Inactive
PG4037/EP	01925711.2	2/5/01	n/a	Filed
PG4037/JP	2001.582275	2/5/01	n/a	Filed
PG4037/US	10.275457	2/5/01	n/a	Filed
PG4037/PCT	PCT.GB01.019 29	2/5/01	n/a	Filed WO01/85674

ASSIGNMENT OF PATENT RIGHTS

Glaxo Group Limited, a company incorporated under the laws of England and Wales with offices at Glaxo Wellcome House, Berkeley Avenue, Greenford, Middlesex, UB6 0NN England ("GGL") and SmithKline Beecham Corporation d/b/a GlaxoSmithKline, a company incorporated under the laws of the Commonwealth of Pennsylvania with offices at One Franklin Plaza, 200 North 16th Street, Philadelphia, Pennsylvania 19101 U.S.A. ("SB") (GGL and SB are collectively referred to in this Assignment as "Assignor"), hereby assign certain patent rights to Jazz Pharmaceuticals, Inc., a company incorporated under the laws of the State of Delaware with offices at 630 Hansen Way, Palo Alto, California 94304 ("Assignee").

Whereas, Assignor is the sole owner of the United States and foreign patents set forth on Exhibit 1 hereto (the "Patents"); and

Whereas, Assignor has agreed with Assignee for the transfer to it of Assignor's whole right, title and interest in and to such Patents and inventions described and/or claimed therein.

Now This Assignment Witnesseth that, for the consideration provided for in, and pursuant to that certain Asset Purchase Agreement between the Assignor and the Assignee dated October 1, 2004, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, as beneficial owner, hereby assign and transfer to Assignee with full title guarantee the whole right, title and interest in and to the Patents covering the Purchased Assets, and any and all other patents in the United States of America or other countries which may be granted therefore and thereon, and in and to any and all reissues or extensions of the Patents or of such other patents, and the full exclusive benefits thereof, and all rights, privileges and advantages appertaining thereto, including the right to claim priority therefrom, including any and all rights to damages, profits or recoveries of any nature for past infringement of the Patents, and the payment of any and all maintenance fees, taxes, and the like, to hold the same unto and to the use of Assignee, its successors and assigns absolutely during the residue of the respective terms for which the Patents and such other patents were granted and during any such terms.

Assignor hereby covenants that Assignor has not executed and will not execute any agreements inconsistent with this Assignment.

Execution

1

Promptly upon Assignee's written request, Assignor hereby agrees to execute such additional form(s) of assignment for the foregoing Patents covering the Purchased Assets as may be required by the appropriate governmental authority of the United States of America or any foreign country for recordation of this Assignment. Without limitation, Assignor grants to Assignee the power to insert on this Assignment any further identification that may be necessary or desirable in order to record this Assignment.

Executed at _____ this _____ day of _____, 2004.

GLAXO GROUP LIMITED

By: _____

Name: _____

Title: _____

Executed at Philadelphia, PA this 4th day of October, 2004.

SMITHKLINE BEECHAM CORPORATION
d/b/a GLAXOSMITHKLINE

By: Donald F. Parman

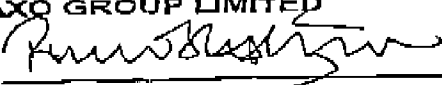
Name: DONALD F. PARMAN

Title: VICE PRESIDENT - SECRETARY

Promptly upon Assignee's written request, Assignor hereby agrees to execute such additional form(s) of assignment for the foregoing Patents covering the Purchased Assets as may be required by the appropriate governmental authority of the United States of America or any foreign country for recordation of this Assignment. Without limitation, Assignor grants to Assignee the power to insert on this Assignment any further identification that may be necessary or desirable in order to record this Assignment.

Executed at Brentford, Middlesex UK this 4th day of October, 2004.

GLAXO GROUP LIMITED

By: 

Name: RICHARD STEPHENS

Title: ASSISTANT SECRETARY

Executed at _____, _____ this _____ day of _____, 2004.

SMITHKLINE BEECHAM CORPORATION
d/b/a GLAXOSMITHKLINE

By: _____

Name: _____

Title: _____

Execution

2

EXHIBIT 1 TO SCHEDULE B OF THE ASSET PURCHASE AGREEMENT**ASSIGNMENT OF PATENT RIGHTS**

Assignor and Assignee hereby agree that this Exhibit 1 shall be identical to Schedule A to the Agreement. Assignee shall have the right to prepare multiple versions of this Exhibit 1 that list one or more of the Patents for a single country set forth on Schedule A for recordation with the appropriate governmental authority of such country.