

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Jazz Pharmaceuticals, Inc.	03/17/2008

RECEIVING PARTY DATA

Name:	LB I Group Inc.
Street Address:	399 Park Avenue, 9th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022

PROPERTY NUMBERS Total: 12

Property Type	Number
Application Number:	60653444
Application Number:	11353572
Application Number:	60915721
Application Number:	60940574
Application Number:	60840568
Application Number:	11897028
Application Number:	11897002
Application Number:	60817259
Application Number:	11823028
Patent Number:	6803464
Patent Number:	6255307
Patent Number:	6599905

CORRESPONDENCE DATA

Fax Number: (858)509-4010

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

PATENT

REEL: 020753 FRAME: 0857

500506541

CH \$480.00 60653444

Email: sachiko.snedden@pillsburylaw.com,
sdipdocket@pillsburylaw.com
Correspondent Name: Pillsbury Winthrop Shaw Pittman LLP
Address Line 1: 12255 El Camino Real, Ste 300
Address Line 4: San Diego, CALIFORNIA 92130-4088

ATTORNEY DOCKET NUMBER:

052767-0000009

NAME OF SUBMITTER:

Richard L. Blaylock

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") is dated and made as of March [17], 2008, by Jazz Pharmaceuticals, Inc., a Delaware corporation (the "*Grantor*"), in favor of LB I Group Inc. (the "*Collateral Agent*"), for the benefit of holders of those certain promissory notes described in the Purchase Agreement (as defined below).

WITNESSETH:

WHEREAS, the Grantor and JPI Commercial, LLC, a wholly-owned subsidiary of the Grantor (the "*Borrower*"), are entering into that certain Senior Secured Note and Warrant Purchase Agreement, dated as of March 14, 2008 (as the same may be amended, modified, supplemented or restated from time to time, the "*Purchase Agreement*"), with the Collateral Agent and certain other Purchasers (as defined therein), pursuant to which the Purchasers have agreed to furnish debt financing to the Borrower by way of the purchase of (i) the Borrower's senior secured notes and (ii) warrants to purchase the Grantor's common stock;

WHEREAS, it is a condition precedent to the effectiveness of the Purchase Agreement that the Grantor shall have executed this Agreement and made the grant of collateral in favor of the Collateral Agent, as contemplated hereby; and

WHEREAS, this Agreement is given and is intended to provide additional security for the Obligations (as defined in the Purchase Agreement).

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers and the Collateral Agent to enter into the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

AGREEMENT

1. Definitions. Unless the context otherwise requires, all terms used but not expressly defined herein shall have the meanings given to them in the Purchase Agreement or, if they are not defined in the Purchase Agreement but are defined in the UCC, they shall have the same meaning herein as in the UCC.
2. Grant of Security Interest. To secure the Obligations under and as defined in the Purchase Agreement, Grantor grants and pledges to the Collateral Agent, for the benefit of the holders of Notes, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

3. General. This security interest is granted in conjunction with the security interest granted to the Collateral Agent for the benefit of the holders of Notes under the Purchase Agreement. The rights and remedies of the Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Purchase Agreement and the other Related Documents, and those which are now or hereafter available to the Collateral Agent as a matter of law or equity. Each right, power and remedy of the Collateral Agent provided for herein or in the Purchase Agreement or any of the other Related Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Collateral Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Purchase Agreement or any of the other Related Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Collateral Agent, of any or all other rights, powers or remedies.

4. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of New York, including Section 5-1401 of the General Obligations Law of said State.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

JAZZ PHARMACEUTICALS, INC.

By: _____

Title: _____

COLLATERAL AGENT:

LB I GROUP INC.

By: _____

Title: _____

GRANTOR:

JAZZ PHARMACEUTICALS, INC.


By: Carl Zille

Title: _____

COLLATERAL AGENT:

LB I GROUP INC.

By:



JEFFREY A. FERRELL

Title:

VICE PRESIDENT

[Intellectual Property Security Agreement (Jazz)]

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>COUNTRY</u>	<u>FILING DATE</u>	<u>SERIAL NO.</u>	<u>ISSUE DATE</u>	<u>PATENT NO.</u>	<u>STATUS</u>
DOSAGE FORM AND METHOD FOR SUSTAINED RELEASE OF A SUBSTITUTED PYRAZINE COMPOUND					
UNITED STATES	02/15/2005	60/653,444			ABANDONED
AUSTRALIA	02/14/2006	2006214454			PENDING
BRAZIL	02/14/2006	PCT/US06/005076			PENDING
CANADA	02/14/2006	2,597,910			PENDING
CHINA	02/14/2006	200680005052.1			PENDING
EUROPEAN PATENT	02/14/2006	06734962.1			PUBLISHED
ISRAEL	02/14/2006	184646			PENDING
INDIA	02/14/2006	06499/DELNP/2007			PENDING
JAPAN	02/14/2006	2007-555324			PENDING
SOUTH KOREA	02/14/2006	2007-7021168			PUBLISHED
LIBERIA	02/14/2006	PCT/LR2007/00009			PENDING
MOROCCO	02/14/2006	30197			PENDING
MADAGASCAR	02/14/2006	2007/048			PENDING
MEXICO	02/14/2006	MX/a/2007/009923			PENDING
NORWAY	02/14/2006	2007 3854			PENDING
NEW ZEALAND	02/14/2006	556562			PENDING
AFRICAN UNION	02/14/2006	1200700300			PENDING
PHILIPPINES	02/14/2006	1-2007-501719			PENDING
SINGAPORE	02/14/2006	200705991-8			PENDING
UNITED STATES	02/14/2006	11/353,572			PUBLISHED
WIPO	02/14/2006	PCT/US06/005076			NAT PHASE
SOUTH AFRICA	02/14/2006	2007/06731			PENDING
HONG KONG	01/15/2008	08100498.9			PENDING

COMPOSITIONS AND METHODS FOR POTENTIATION OF OXYBATE

UNITED STATES	05/03/2007	60/915,721			PENDING
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METABOLICALLY STABILIZED NEUROACTIVE AMIDES

UNITED STATES	05/29/2007	60/940,574			PENDING
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PHARMACEUTICAL COMPOSITIONS OF CLONAZEPAM AND METHODS OF USE THEREOF

UNITED STATES	08/28/2006	60/840,568			ABANDONED
TAIWAN	08/14/2007	96130010			PENDING
CHILE	08/23/2007	2457-2007			PUBLISHED
PERU	08/23/2007	1144-2007			PENDING
PARAGUAY	08/24/2007	27911			PENDING

<u>COUNTRY</u>	<u>FILING DATE</u>	<u>SERIAL NO.</u>	<u>ISSUE DATE</u>	<u>PATENT NO.</u>	<u>STATUS</u>
VENEZUELA	08/24/2007	01870-2007			PENDING
BOLIVIA	08/27/2007	SP270278			PENDING
GULF COOPERATION	08/27/2007	2007/8962			PENDING
UNITED STATES	08/27/2007	11/897,028			PENDING
UNITED STATES	08/27/2007	11/897,002			PENDING
URUGUAY	08/27/2007	30.561			PENDING
WIPO	08/27/2007	PCT/US07/18942			PENDING
WIPO	08/27/2007	PCT/US07/18877			PENDING
ARGENTINA	08/28/2007	070103802			PENDING

PHARMACEUTICAL COMPOSITIONS OF ROPINIROLE AND METHODS OF USE THEREOF

UNITED STATES	06/29/2006	60/817,259			ABANDONED
TAIWAN	06/14/2007	96121617			PENDING
BOLIVIA	06/24/2007	SP-270212			PENDING
GULF COOPERATION	06/26/2007	2007/8593			PENDING
PERU	06/26/2007	00821-2007			PENDING
PARAGUAY	06/26/2007	19799			PENDING
UNITED STATES	06/26/2007	11/823,028			PENDING
WIPO	06/26/2007	PCT/US07/14821			PUBLISHED
URUGUAY	06/27/2007	30.442			PUBLISHED
ARGENTINA	06/28/2007	07 01 02901			PENDING
CHILE	06/28/2007	1909-2007			PUBLISHED
VENEZUELA	06/28/2007	01401-2007			PENDING

PROCESS FOR THE PREPARATION OF PYRAZINE COMPOUNDS

GERMANY	05/05/2000	60129122.08-08		601291220.008	ISSUED
UNITED KINGDOM	05/05/2000	0010971.07			ABANDONED
AUSTRIA	05/02/2001	01925711.2	06/27/2007	1278721	ISSUED
BELGIUM	05/02/2001	01925711.2	06/27/2007	1278721	ISSUED
SWITZERLAND	05/02/2001	01925711.2	06/27/2007	1278721	ISSUED
CYPRUS	05/02/2001	01925711.2	06/27/2007	1278721	ISSUED
DENMARK	05/02/2001	01925711.2	06/27/2007	1278721	ISSUED
EUROPEAN PATENT	05/02/2001	01925711.2	06/27/2007	1278721	ISSUED
SPAIN	05/02/2001	01925711.2	06/27/2007	1278721	ISSUED
FINLAND	05/02/2001	01925711.2	06/27/2007	1278721	ISSUED
FRANCE	05/02/2001	01925711.2	06/27/2007	1278721	ISSUED
UNITED KINGDOM	05/02/2001	01925711.2	06/27/2007	1278721	ISSUED
GREECE	05/02/2001	01925711.2	06/27/2007	1278721	ISSUED
IRELAND	05/02/2001	01925711.2	06/27/2007	1278721	ISSUED
ITALY	05/02/2001	01925711.2	06/27/2007	1278721	ISSUED

<u>COUNTRY</u>	<u>FILING DATE</u>	<u>SERIAL NO.</u>	<u>ISSUE DATE</u>	<u>PATENT NO.</u>	<u>STATUS</u>
JAPAN	05/02/2001	2001-582275			PENDING
LUXEMBOURG	05/02/2001	01925711.2	06/27/2007	1278721	ISSUED
MONACO	05/02/2001	01925711.2	06/27/2007	1278721	ISSUED
NETHERLANDS	05/02/2001	01925711.2	06/27/2007	1278721	ISSUED
PORTUGAL	05/02/2001	01925711.2	06/27/2007	1278721	ISSUED
SWEDEN	05/02/2001	01925711.2	06/27/2007	1278721	ISSUED
TURKEY	05/02/2001	2007/06402	06/27/2007	1278721	ISSUED
WIPO	05/02/2001	PCT/GB01/01929			PUBLISHED
UNITED STATES	11/05/2002	10/275,457	10/12/2004	6,803,464	ISSUED

PYRAZINE COMPOUNDS

UNITED KINGDOM	03/01/1997	9704275.8			ABANDONED
CHILE	02/20/1998	410-98	4/09/2001	41.011	ISSUED
MOROCCO	02/23/1998	PV.24973			PENDING
AUSTRIA	02/26/1998	98913592.6	10/01/2003	E251143	ISSUED
AUSTRALIA	02/26/1998	68237.98	08/10/2001	732915	ISSUED
BELGIUM	02/26/1998	98913592.6	10/01/2003	0966448	ISSUED
BRAZIL	02/26/1998	PI 9807814-3			PENDING
CANADA	02/26/1998	2,282,585	06/06/2006	2282585	ISSUED
SWITZERLAND	02/26/1998	98913592.6	10/01/2003	0966448	ISSUED
CHINA	02/26/1998	98804593.1	04/09/2003	ZL98804593.1	ISSUED
COLOMBIA	02/26/1998	98-010.500	08/13/2002	27,533	ISSUED
CZECH REPUBLIC	02/26/1998	PV1999-3111	07/11/2005	295618	ISSUED
GERMANY	02/26/1998	98913592.6	10/23/2003	69818643.5-08	ISSUED
DENMARK	02/26/1998	98913592.6	10/01/2003	.0966448	ISSUED
EUROPEAN PATENT	02/26/1998	98913592.6	10/01/2003	0966448	ISSUED
SPAIN	02/26/1998	98913592.6	10/01/2003	0966448	ISSUED
FINLAND	02/26/1998	98913592.6	10/01/2003	0966448	ISSUED
FRANCE	02/26/1998	98913592.6	10/01/2003	0966448	ISSUED
UNITED KINGDOM	02/26/1998	98913592.6	10/01/2003	0966448	ISSUED
GREECE	02/26/1998	98913592.6	10/01/2003	0966448	ISSUED
HUNGARY	02/26/1998	P0001802			PENDING
IRELAND	02/26/1998	98913592.6	10/01/2003	0966448	ISSUED
ISRAEL	02/26/1998	131293	11/02/2003	131293	ISSUED
INDIA	02/26/1998	315CAL98			PENDING
ITALY	02/26/1998	98913592.6	10/01/2003	0966448	ISSUED
JAPAN	02/26/1998	537310/98	11/15/2002	3369189	ISSUED
SOUTH KOREA	02/26/1998	10-1999-7007937	01/11/2006	10-0544263	ISSUED
LIBERIA	02/26/1998	PCT/LR2000/00033	08/30/1999	PCT/LR2000/0003	ISSUED

<u>COUNTRY</u>	<u>FILING DATE</u>	<u>SERIAL NO.</u>	<u>ISSUE DATE</u>	<u>PATENT NO.</u>	<u>STATUS</u>
LUXEMBOURG	02/26/1998	98913592.6	10/01/2003	0966448	ISSUED
MONACO	02/26/1998	98913592.6	10/01/2003	0966448	ISSUED
MONGOLIA	02/26/1998	2387	03/01/2000	1624	ISSUED
MEXICO	02/26/1998	997910	05/30/2002	208039	ISSUED
MALAYSIA	02/26/1998	PI 9800852	12/31/2004	MY-118612-A	ISSUED
NETHERLANDS	02/26/1998	98913592.6	10/01/2003	0966448	ISSUED
NORWAY	02/26/1998	1999 4213	09/23/2002	313.383	ISSUED
NEW ZEALAND	02/26/1998	337121	07/12/2001	337121	ISSUED
AFRICAN UNION	02/26/1998	9900196	08/27/1999	11151	ISSUED
PAKISTAN	02/26/1998	226/98			PENDING
POLAND	02/26/1998	P335441	06/26/2006	192864	ISSUED
PORTUGAL	02/26/1998	98913592.6	10/01/2003	0966448	ISSUED
SWEDEN	02/26/1998	98913592.6	10/01/2003	0966448	ISSUED
SINGAPORE	02/26/1998	9903747-5	10/11/2001	67092	ISSUED
SLOVENIA	02/26/1998	98913592.6	10/01/2003	0966448	ISSUED
THAILAND	02/26/1998	042476			PENDING
TURKEY	02/26/1998	1999/02082	08/21/2000	TR 1999 02082	ISSUED
WIPO	02/26/1998	PCT/EP98/01077			NAT PHASE
SOUTH AFRICA	02/26/1998	98/1624	10/10/2004	98/1624	ISSUED
ARGENTINA	02/27/1998	P980100906	05/24/2007	AR011174A1B1	ISSUED
PHILIPPINES	02/27/1998	1-1998-00452	02/24/2003	1-1998-00452	ISSUED
VENEZUELA	02/27/1998	399-98			PENDING
TAIWAN	03/03/1998	87103079	04/17/2003	NI-168472	ISSUED
UNITED STATES	08/25/1999	09/380,062	07/03/2001	6,255,307	ISSUED
HONG KONG	04/10/2000	00102173.5	01/16/2004	HK1023116	ISSUED
UNITED STATES	05/16/2001	09/855,703	07/29/2003	6,599,905	ISSUED
JAPAN	02/25/2002	2002-47974			PENDING
UNITED KINGDOM	04/23/1997	970818.3			ABANDONED

EXHIBIT C

Trademarks

<u>COUNTRY</u>	<u>FILING DATE</u>	<u>SERIAL NO.</u>	<u>ISSUE DATE</u>	<u>PATENT NO.</u>	<u>STATUS</u>
EXPERIENCE A NEW RELEASE					
UNITED STATES	12/15/2007	77/353,102			PENDING
JAZZ					
UNITED STATES	02/22/2007	77/113,899	11/27/2007	3,342,963	REGISTERED
JAZZ PHARMACEUTICALS					
CANADA	09/13/2003	1190810			PENDING
EUROPEAN UNION	09/22/2003	3361557	02/18/2005	3361557	REGISTERED
JAPAN	09/16/2003	80211/2003	11/19/2004	4819185	REGISTERED
UNITED STATES	03/24/2003	78/228,989	07/24/2007	3,268,952	REGISTERED
UNITED STATES	02/23/2007	77/115,372			PENDING
UNITED STATES	02/23/2007	77/115,382			PENDING
UNITED STATES	02/23/2007	77/115,381			PENDING
UNITED STATES	02/23/2007	77/115,380			PENDING
UNITED STATES	02/22/2007	77/113,911	11/27/2007	3,342,964	REGISTERED
UNITED STATES	04/09/2007	77/152,420			PENDING
UNITED STATES	04/09/2007	77/152,422			PENDING
UNITED STATES	04/09/2007	77/152,425			PENDING
UNITED STATES	04/09/2007	77/152,433	11/13/2007	3,334,353	REGISTERED
UNITED STATES	04/09/2007	77/152,436	11/13/2007	3,334,354	REGISTERED
UNITED STATES	04/09/2007	77/152,445			PENDING
UNITED STATES	04/09/2007	77/152,448			PENDING
JAZZ PHARMACEUTICALS W/CIRCLE DESIGN					
UNITED STATES	02/23/2007	77/113,917			PENDING
UNITED STATES	02/23/2007	77/115,373			PENDING
UNITED STATES	02/23/2007	77/115,374			PENDING
UNITED STATES	02/23/2007	77/115,376			PENDING
UNITED STATES	02/23/2007	77/115,377			PENDING
UNITED STATES	02/23/2007	77/115,379			PENDING
UNITED STATES	04/09/2007	77/152,429			PENDING
UNITED STATES	04/09/2007	77/152,438			PENDING
UNITED STATES	04/09/2007	77/152,430			PENDING
UNITED STATES	04/09/2007	77/152,439			PENDING
UNITED STATES	04/09/2007	77/152,441			PENDING
UNITED STATES	04/09/2007	77/152,452			PENDING

<u>COUNTRY</u>	<u>FILING DATE</u>	<u>SERIAL NO.</u>	<u>ISSUE DATE</u>	<u>PATENT NO.</u>	<u>STATUS</u>
JP AND CIRCLE DESIGN					
CANADA	11/23/2003	1,215,227	09/08/2006	672,183	REGISTERED
EUROPEAN UNION	04/29/2004	3807435	08/12/2005	3807435	REGISTERED
JAPAN	05/06/2004	41657/2004	09/24/2004	4805469	REGISTERED
UNITED STATES	11/24/2003	78/332,378	10/04/2005	3,005,004	REGISTERED
UNITED STATES	03/09/2007	77/126,884			PENDING
UNITED STATES	03/09/2007	77/126,890			PENDING
UNITED STATES	03/09/2007	77/126,895			PENDING
UNITED STATES	03/09/2007	77/126,898			PENDING
UNITED STATES	03/09/2007	77/126,902			PENDING
UNITED STATES	04/09/2007	77/152,421			PENDING
UNITED STATES	04/09/2007	77/152,437			PENDING
UNITED STATES	04/09/2007	77/152,432			PENDING
UNITED STATES	04/09/2007	77/152,438			PENDING
UNITED STATES	04/09/2007	77/152,444			PENDING
UNITED STATES	04/09/2007	77/152,449			PENDING
JP W/CIRCLE DESIGN					
UNITED STATES	04/09/2007	77/152,418			PENDING
JP W/CIRCLE DESIGN (COLOR)					
UNITED STATES	02/23/2007	77/113,919			PENDING
LITTLE MAN (BLACK AND WHITE)					
UNITED STATES	02/27/2006	78/824,566			ALLOWED
LITTLE MAN (BLUE AND GREEN)					
UNITED STATES	02/27/2006	78/824,579			PENDING
PERSTELLA					
UNITED STATES	12/05/2005	78/768,538			PENDING
TRUSETRA					
UNITED STATES	06/05/2006	78/900,458			PENDING
UNITED STATES	12/07/2005	78/768,529			PENDING
VERSTANA					
UNITED STATES	12/07/2005	78/768,547			ALLOWED
WAKE UP TO THE DIFFERENCE					
CANADA	08/14/2006	1312829			PENDING
EUROPEAN UNION	08/14/2006	EU5257209			PENDING
JAPAN	08/17/2006	76671/2006	03/09/2007	5031576	REGISTERED
UNITED STATES	02/20/2006	78/818,704	09/25/2007	3,299,804	REGISTERED
UNITED STATES	02/20/2006	78/818,703			PENDING

EXHIBIT D

Mask Works

None.