

RECORDATION FORM COVER SHEET
PATENTS ONLY

Atty Ref/Docket No.: 101.031US1

Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Orphan Medical, Inc.

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: Orphan Medical, LLC

Street Address: 13911 Ridgedale Drive

City: Minnetonka State: MN Zip: 55343Country: United States of America

3. Nature of conveyance:

Additional name(s) & address(es) attached? ☐ Yes ☒ No☐ Assignment ☒ Merger☐ Security Agreement ☐ Change of Name☐ OtherExecution Date: March 14, 2008

4. Application number(s) or patent number(s):

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

A. Patent Application No.(s)

B. Patent No.(s)

Serial No. 10/322,348, filed December 17, 2002

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Monique M. Perdok Shonka

Address:

Schwegman, Lundberg & Woessner, P.A.

P.O. Box 2938

Minneapolis, MN 55402-0938

6. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41): \$ 40.00☐ Enclosed☒ Authorized to be charged to deposit account
19-0743

8. Please charge any additional fees or credit any over payments to our Deposit Account No.: 19-0743

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.

Monique M. Perdok Shonka/Reg. No. 42,989

Name of Person Signing

Signature

Date

Total number of pages including cover sheet: 8

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks

Mail Stop Assignment Recordation Services

P.O. Box 1450

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PATENT

REEL: 023964 FRAME: 0365

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "*Agreement*") is made and entered into as of March 14, 2008 by and between ORPHAN MEDICAL, LLC, a Delaware limited liability company ("*Orphan LLC*"), and ORPHAN MEDICAL, INC., a Delaware corporation ("*Orphan Inc.*").

RECITALS

A. Orphan Inc. is a corporation organized under and governed by the laws of the State of Delaware and a wholly-owned subsidiary of Jazz Pharmaceuticals, Inc., a Delaware corporation ("*Jazz*"). Orphan Inc. has authorized capital stock of 100 shares of Common Stock (the "*Common Stock*"). As of the date of this Agreement, Orphan Inc. has 100 shares of Common Stock issued and outstanding.

B. The Board of Directors of Orphan Inc. has determined that it is advisable and in the best interests of Orphan Inc. and its sole stockholder that Orphan Inc. be merged with and into Orphan LLC pursuant to the terms and conditions herein provided (the "*Merger*").

C. The managers of Orphan LLC have determined that the Merger is advisable and in the best interests of Orphan LLC.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Orphan Inc. and Orphan LLC hereby agree, subject to the terms and conditions hereafter set forth, as follows:

SECTION 1. MERGER

1.1 **Merger.** Upon the terms and subject to the conditions set forth in this Agreement and in accordance with the Delaware Limited Liability Company Act (the "*DLLCA*") and the Delaware General Corporation Law (the "*DGCL*"), at the Effective Time (as defined in Section 1.3), Orphan Inc. shall be merged with and into Orphan LLC, and the separate existence of Orphan Inc. shall cease. Orphan LLC will continue as the surviving company in the Merger (the "*Surviving Company*").

1.2 **Effect of the Merger.** The Merger shall have the effects set forth in this Agreement and in the applicable provisions of the DLLCA and the DGCL.

1.3 **Effective Time.** As soon as practicable after the satisfaction or waiver of the conditions set forth in Section 1.7, Orphan Inc. and Orphan LLC shall cause a properly executed certificate of merger conforming to the requirements of the DLLCA (the "*Certificate of Merger*") to be filed with the Secretary of State of the State of Delaware. The Merger shall become effective at the time the Certificate of Merger is filed with the Secretary of State of the State of Delaware, or at such later time as is agreed to by the parties hereto and specified in the Certificate of Merger (the time at which the Merger becomes effective being referred to in this

Agreement as the "*Effective Time*"). At 9:30 a.m. (Pacific daylight time) or such other practicable time on the date on which the Certificate of Merger is to be so filed, a closing shall be held at the offices of Cooley Godward Kronish LLP, 3175 Hanover Street, Palo Alto, California (or such other place or time as Orphan Inc. and Orphan LLC may jointly designate) for the purpose of confirming the satisfaction or waiver of each of the conditions set forth in Section 1.7.

1.4 Organizational Documents; Member; Manager; Interests. As of the Effective Time: (a) the Certificate of Formation of Orphan LLC as in effect immediately prior to the Effective Time shall continue to be the certificate of formation of the Surviving Company; (b) the operating agreement of Orphan LLC as in effect immediately prior to the Effective Time shall continue to be the operating agreement of the Surviving Company; (c) Jazz shall be the sole member of the Surviving Company and the managers of Orphan LLC immediately prior to the Effective Time shall continue to be the managers of the Surviving Company until as otherwise provided by law or the operating agreement of the Surviving Company; and (d) the outstanding limited liability company interests of the Surviving Company shall remain outstanding and are not affected by the Merger.

1.5 Cancellation of Common Stock. At the Effective Time, by virtue of the Merger and without any action on the part of the sole stockholder of Orphan Inc., each share of Common Stock outstanding immediately prior to the Effective Time shall be cancelled and extinguished without the payment of any additional consideration (whether in the form of cash, securities or otherwise) by Orphan LLC.

1.6 Orphan Inc. Share Transfer Books Closed. At the Effective Time, the holder of shares of Common Stock outstanding immediately prior to the Effective Time shall cease to have any rights as the stockholder of Orphan Inc., and the stock transfer books of Orphan Inc. shall be closed with respect to all such shares of Common Stock. No further transfer of any such shares of Common Stock shall be made on such stock transfer books after the Effective Time.

1.7 Conditions to Merger. The obligation of Orphan Inc. and Orphan LLC to effect the Merger is subject to satisfaction of the following conditions (any or all of which may be waived by Orphan LLC in its sole discretion to the extent permitted by law):

(a) the Merger shall have been approved by the sole stockholder of Orphan Inc. in accordance with applicable provisions of the DGCL; and

(b) any and all consents, permits, authorizations, approvals, and orders deemed in the sole discretion of Orphan LLC to be material to consummation of the Merger shall have been obtained.

SECTION 2. MISCELLANEOUS PROVISIONS

2.1 Further Assurances. Each party hereto shall execute and cause to be delivered to each other party hereto such instruments and other documents, and shall take such other actions, as such other party may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

2.2 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware, without regard to its provisions concerning conflict of laws that would cause the laws of another jurisdiction to govern.

2.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be binding as of the date first written above, and all of which shall constitute one and the same instrument. Each such copy shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

2.4 Severability. Any provision of this Agreement that is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

2.5 Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, each of the parties hereto and each of their respective successors and assigns.

2.6 Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto relating to the subject matter hereof and supersedes all prior agreements and understandings among or between any of the parties relating to the subject matter.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed effective as of the date first written above.

Orphan Medical, Inc.

By: 

Name: Carol A. Gamble

Title: Secretary

Orphan Medical, LLC

By: 

Name: Carol A. Gamble

Title: Manager

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"ORPHAN MEDICAL, INC.", A DELAWARE CORPORATION,

WITH AND INTO "ORPHAN MEDICAL, LLC" UNDER THE NAME OF "ORPHAN MEDICAL, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FOURTEENTH DAY OF MARCH, A.D. 2008, AT 3:08 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4517425 8100M

080319856

You may verify this certificate online
at corp.delaware.gov/authver.shtml



A handwritten signature in cursive script that reads "Harriet Smith Windsor".

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6451560

DATE: 03-14-08

PATENT
REEL: 023964 FRAME: 0370

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:08 PM 03/14/2008
FILED 03:08 PM 03/14/2008
SRV 080319856 - 4517425 FILE

CERTIFICATE OF MERGER**OF****ORPHAN MEDICAL, INC.****INTO****ORPHAN MEDICAL, LLC**

(Pursuant to Sections 103 and 264 of the Delaware General Corporation Law and Section 18-209 of the Delaware Limited Liability Company Act.)

ORPHAN MEDICAL, LLC, a Delaware limited liability company (the "*Company*"), does hereby certify to the following facts relating to the merger of Orphan Medical, Inc. ("*Orphan Inc.*") with and into the Company (the "*Merger*");

FIRST: The Company is a limited liability company organized and existing under and by virtue of the Delaware Limited Liability Company Act (the "*DLLCA*").

SECOND: Orphan Inc. is a corporation organized and existing under and by virtue of the Delaware General Corporation Law (the "*DGCL*").

THIRD: An Agreement and Plan of Merger has been approved and executed by the Company and Orphan Inc. The executed Agreement and Plan of Merger is on file with the Company at its principal place of business located at 3180 Porter Drive, Palo Alto, CA 94304. A copy of the executed Agreement and Plan of Merger will be furnished by the Company, on request and without cost, to any member of the Company or any stockholder of Orphan Inc.

FOURTH: The Company shall survive the Merger and its name shall remain "Orphan Medical, LLC."

FIFTH: Upon the filing of this Certificate of Merger with the Secretary of State of Delaware, the Merger shall become effective (the "*Effective Date*") and the separate existence of Orphan Inc. will cease.

SIXTH: This Certificate of Merger was duly adopted and approved in accordance with the applicable provisions of Section 264 of the DGCL and Section 18-209 of the DLLCA.

IN WITNESS WHEREOF, the Company has caused this Certificate of Merger to be executed and acknowledged by the authorized person set forth below on this 14th day of March, 2008.

ORPHAN MEDICAL, LLC

A Delaware limited liability company

By: /s/ Carol A. Gamble

Name: Carol A. Gamble

Title: Manager