

RECORDATION FORM COVER SHEET PATENTS ONLY

Patent and Trademark Office

Atty Ref/Docket No.: 101.000001

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, L.L.C.

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

[] Yes [X] No

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

Name: JPI Commercial, LLC

Street Address: 3180 Porter Drive

City: Palo Alto State: CA Zip: 94304Country: United States of America

Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of conveyance:

[X] Assignment [] Merger

[] Security Agreement [] Change of Name

[] Other

Execution Date: March 17, 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)

Additional numbers attached? [X] Yes [] No

See attached Appendix A

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: 107. Total fee (37 CFR 3.41): \$ 400.00

[] Enclosed

[X] 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 / Monique M. Perdok Shonka / November 12, 2010
Name of Person Signing Signature Date

Total number of pages including cover sheet: 7

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

Alexandria, VA 22313-1450

PATENT

REEL: 025304 FRAME: 0430

700450268

CH \$400.00 190743 1177787

Appendix A

<u>Serial No.</u>	<u>Filing Date</u>	<u>U.S. Patent No.</u>	<u>Issue Date</u>
09/470,570	Dec 22, 1999	6,472,431	Oct 29, 2002
10/194,021	Jul 11, 2002	6,780,889	Aug 24, 2004
10/841,709	May 7, 2004	7,262,219	Aug 28, 2007
11/777,877	Jul 13, 2007		
12/913,644	Oct 27, 2010		
10/322,348	Dec 17, 2002	7,668,730	Feb 23, 2010
10/979,665	Nov 2, 2004	7,765,106	Jul 27, 2010
11/097,651	Apr 1, 2005	7,797,171	Sep 14, 2010
11/097,985	Apr 1, 2005	7,765,107	Jul 27, 2010
12/704,097	Feb 11, 2010		

This assignment applies to any continuation, divisional or continuation-in-part of any listed application.

EXECUTION VERSION

ORPHAN ASSET TRANSFER AGREEMENT

THIS ASSET TRANSFER AGREEMENT (the "Agreement") is dated as of March 17, 2008, by and among Orphan Medical, LLC, a Delaware limited liability company ("Orphan LLC"), Jazz Pharmaceuticals, Inc., a Delaware corporation ("Jazz Pharmaceuticals") and JPI Commercial, LLC, a Delaware limited liability company ("JPI"). All terms used but not defined herein are defined in that certain Senior Secured Note and Warrant Purchase Agreement, dated as of March 14, 2008 (the "Purchase Agreement"), by and among the Purchasers (as defined therein), Jazz Pharmaceuticals and JPI.

WHEREAS, Orphan Medical, Inc., a Delaware corporation ("Orphan Medical") merged with and into Orphan LLC as evidenced by that certain Certificate of Merger filed with the Delaware Secretary of State dated March 14, 2008 whereby Orphan LLC has assumed all of Orphan Medical's rights and obligations, in respect of the Antizol Assets, Antizol Contracts, Luvox CR Assets, Luvox CR Contracts, Xyrem Assets, Xyrem Contracts, the Orphan Note Purchase Agreement and the Orphan Notes;

WHEREAS, Orphan LLC and JPI are wholly owned subsidiaries of Jazz Pharmaceuticals and are considered affiliates of Jazz Pharmaceuticals for the purposes of this Agreement;

WHEREAS, in connection with this Agreement, JPI and Jazz Pharmaceuticals are entering into the Purchase Agreement;

WHEREAS, in connection with this Agreement, Jazz Pharmaceuticals, Orphan LLC and LB I Group Inc. in its capacity as "Collateral Agent," have entered into that certain License Termination Agreement, dated as of March 17, 2008, whereby the parties have terminated that certain Xyrem License Agreement, dated as of January 1, 2006, by and among Orphan LLC (as successor in interest to Orphan Medical), Jazz Pharmaceuticals and the Collateral Agent and that certain Antizol License Agreement, dated as of January 1, 2006, by and among Orphan LLC (as successor in interest to Orphan Medical), Jazz and the Collateral Agent; and

WHEREAS, the parties to the Purchase Agreement are entering into the Purchase Agreement in consideration and in reliance on Orphan LLC and JPI's entry into this Agreement.

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:


1. Effectiveness. This Agreement shall be effective as of the Initial Closing.
2. Assignment of Orphan Note Purchase Agreement Related Assets and Obligations. Orphan LLC hereby assigns all of its rights and interests in and its obligations under (i) the Orphan Note Purchase Agreement, (ii) each of the Orphan Notes, (iii) the Intellectual Property Security Agreement, dated as of June 24, 2005, by Twist Merger Sub, Inc. in favor of the LB I Group Inc., as collateral agent (the "IP Agreement") and (iv) the UCC-1 Financing Statement naming Orphan Medical as debtor (together with the Orphan Note Purchase Agreement, the Orphan Notes and the IP Agreement, the "Orphan Documents")

to JPI and JPI hereby assumes all of Orphan LLC's obligations under the Orphan Documents.

3. Orphan LLC Assets Assignment. Orphan LLC hereby assigns, sells, transfers and sets over to JPI all of Orphan LLC's legal, beneficial, and other rights, benefits, privileges and interests in and to the following:
 - a. Antizol Intellectual Property;
 - b. Antizol Regulatory Approval;
 - c. Xyrem Intellectual Property; and
 - d. Xyrem Regulatory Approval.
4. JPI Acceptance of Assignment: Assumption. JPI hereby expressly accepts and assumes all legal, beneficial, and other rights, benefits, privileges and interests in and to (i) the Antizol Intellectual Property, (ii) the Antizol Regulatory Approval, (iii) the Xyrem Intellectual Property and (iv) the Xyrem Approval.
5. Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of Orphan LLC, Jazz Pharmaceuticals and JPI and their respective successors and permitted assigns. No party hereto may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other parties hereto.
6. Third Party Beneficiary. The Parties agree that LB I Group Inc. shall be a third party beneficiary of this Agreement.
7. Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Jazz Pharmaceuticals and JPI and consented to by LB I Group Inc. in its capacity as third party beneficiary hereof.
8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.
9. 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.

[SIGNATURE PAGE FOLLOWS]

JAZZ PHARMACEUTICALS, INC.

By: 
Name: Carol A. Gausle
Title: Secretary

[Orphan Asset Transfer Agreement]

JPI COMMERCIAL, LLC

By: 

Name: Carol A. Gamble

Title: Secretary

[Orphan Asset Transfer Agreement]

ORPHAN MEDICAL, LLC

By: Carol A. Gamble
Name: Carol A. Gamble
Title: Manager

[Orphan Asset Transfer Agreement]