

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Jazz Pharmaceuticals, Inc.	01/26/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Silicon Valley Bank
<b>Street Address:</b>	555 Mission Street
<b>City:</b>	San Francisco
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94105
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7851506
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(415)268-7522
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	415-268-6033
<b>Email:</b>	tdinh@mofo.com
<b>Correspondent Name:</b>	Morrison & Foerster LLP
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<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105
<b>ATTORNEY DOCKET NUMBER:</b>	27292-11
<b>NAME OF SUBMITTER:</b>	Tuan Dinh
<b>Total Attachments: 5</b> source=JPI Amendment to Patent and Trademark Security Agreement#page1.tif source=JPI Amendment to Patent and Trademark Security Agreement#page2.tif source=JPI Amendment to Patent and Trademark Security Agreement#page3.tif source=JPI Amendment to Patent and Trademark Security Agreement#page4.tif source=JPI Amendment to Patent and Trademark Security Agreement#page5.tif	

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**PATENT**

**501421733**

**REEL: 025719 FRAME: 0430**

## AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT

This Amendment to Patent and Trademark Security Agreement (this "Amendment"), dated as of January 26, 2011, is executed by JAZZ PHARMACEUTICALS, INC., a Delaware corporation (the "Grantor"), and SILICON VALLEY BANK, as administrative agent for the "Lenders" referred to below (in such capacity, the "Administrative Agent").

### RECITALS

WHEREAS, the Grantor, JPI Commercial, LLC, a Delaware limited liability company, certain financial institutions as lenders (the "Lenders") and the Administrative Agent are parties to that certain Credit Agreement dated as of June 30, 2010 (as amended through the date hereof, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantor, certain Affiliates of the Grantor and the Administrative Agent entered into that certain Guarantee and Collateral Agreement dated as of June 30, 2010 (as amended through the date hereof, the "Security Agreement"); and

WHEREAS, in connection with the Security Agreement the Grantor and the Administrative Agent entered into that certain Patent and Trademark Security Agreement dated as of June 30, 2010 (the "Agreement"); and

WHEREAS, pursuant to the Security Agreement and the Agreement, the Grantor granted to the Administrative Agent, for itself and for the ratable benefit of the Lenders, a security interest in certain "Collateral," including certain patents and trademarks of the Grantor; and

WHEREAS, the Grantor and the Administrative Agent wish to amend the Agreement to reflect the inclusion of a certain additional patent in Schedule A of the Agreement.

NOW, THEREFORE, the Grantor and the Administrative Agent agree as follows:

1. Capitalized terms used but not defined in this Amendment (including in the Recitals) shall have the meanings set forth in the Agreement or the Credit Agreement, as the context may require.

2. The Agreement is amended by supplementing the list of patents and patent registrations appended to the Agreement as Schedule A thereof by adding to such Schedule A the additional patent set forth in Schedule A hereto.

3. The Administrative Agent may record this Amendment with the United States Patent and Trademark Office, at the expense of the Grantor.

4. Except as herein expressly amended and supplemented, all of the terms and provisions of the Agreement shall continue in full force and effect and the same are hereby ratified and confirmed.

5. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN CALIFORNIA.**

6. Submission to Jurisdiction; Jury Trial Waiver. The provisions of Section 8.12 of the Security Agreement regarding submission to jurisdiction and the waiver of the right to jury trial shall by this reference be incorporated herein, *mutatis mutandis*, as if set forth herein in full.

7. Entire Agreement; Amendment. This Amendment contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Credit Agreement.

8. Severability. Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Amendment shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Amendment, or the validity or effectiveness of such provision in any other jurisdiction.


9. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first above written.

**THE GRANTOR**

**JAZZ PHARMACEUTICALS, INC.**

By:   
Name: Kathryn Falberg  
Title: Senior VP, CFO

Address:

Jazz Pharmaceuticals, Inc.  
3180 Porter Drive  
Palo Alto, CA 94304

Attn: Kate Falberg  
Fax No.: (650) 496-3781  
Email: kate.falberg@jazzpharma.com



**THE ADMINISTRATIVE AGENT**

**SILICON VALLEY BANK**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address:

Silicon Valley Bank  
555 Mission Street  
San Francisco, CA 94105

Attn: Alexis Coyle  
Fax No.: (415) 615-0076  
Email: acoyle@svb.com

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first above written.

**THE GRANTOR**

**JAZZ PHARMACEUTICALS, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

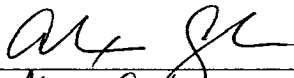
Address:

Jazz Pharmaceuticals, Inc.  
3180 Porter Drive  
Palo Alto, CA 94304

Attn: Kate Falberg  
Fax No.: (650) 496-3781  
Email: kate.falberg@jazzpharma.com

**THE ADMINISTRATIVE AGENT**

**SILICON VALLEY BANK**

By:  \_\_\_\_\_

Name: Alexis Coyle

Title: Director

Address:

Silicon Valley Bank  
555 Mission Street  
San Francisco, CA 94105

Attn: Alexis Coyle  
Fax No.: (415) 615-0076  
Email: acoyle@svb.com

**SCHEDULE A**  
**to the Amendment to Patent and Trademark Security Agreement**

**ISSUED PATENTS**

SERIAL NUMBER	PATENT NUMBER	FILING DATE	COUNTRY	TITLE	INVENTOR/ ASSIGNED TO OWNER (IF DIFFERENT) (Y/N)
11/777,877	7,851,506	13-Jul-07	United States of America	MICROBIOLOGICALLY SOUND AND STABLE SOLUTIONS OF GAMMA- HYDROXYBUTYRATE SALT FOR THE TREATMENT OF NARCOLEPSY	Y