

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM508283

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Suppl. No. 2 to Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Celator Pharmaceuticals, Inc.		06/07/2018	Corporation: DELAWARE
Jazz Pharmaceuticals, Inc.		06/07/2018	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Bank of America, N.A.
<b>Street Address:</b>	Bank of America Plaza, 901 Main Street
<b>Internal Address:</b>	Mail Code: TX1-492-14-06
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75202-3714
<b>Entity Type:</b>	Association: UNITED STATES

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	5409832	CELATOR
Registration Number:	5350908	VYXEOS
Registration Number:	5439317	MORE THAN TIRED
Registration Number:	5439318	MORE THAN TIRED
Registration Number:	5439319	MORE THAN TIRED
Registration Number:	5439320	MORE THAN TIRED
Registration Number:	5439321	MORE THAN TIRED
Registration Number:	5439322	MORE THAN TIRED

## CORRESPONDENCE DATA

Fax Number: 8009144240

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

TRADEMARK

<b>NAME OF SUBMITTER:</b>	Elaine Carrera
<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	02/01/2019
<b>Total Attachments: 6</b> source=19. Jazz - Supplement No. 2 to Trademark Security Agreement#page1.tif source=19. Jazz - Supplement No. 2 to Trademark Security Agreement#page2.tif source=19. Jazz - Supplement No. 2 to Trademark Security Agreement#page3.tif source=19. Jazz - Supplement No. 2 to Trademark Security Agreement#page4.tif source=19. Jazz - Supplement No. 2 to Trademark Security Agreement#page5.tif source=19. Jazz - Supplement No. 2 to Trademark Security Agreement#page6.tif	

**SUPPLEMENT NO. 2 TO TRADEMARK SECURITY AGREEMENT**

**Supplement No. 2 to Trademark Security Agreement**, dated as of June 7, 2018 (this “Supplement”), by CELATOR PHARMACEUTICALS, INC. and JAZZ PHARMACEUTICALS, INC. (the “Grantors”), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement, as amended, amended and restated, supplemented or otherwise modified from time to time (in such capacity, the “Collateral Agent”).

**W I T N E S S E T H:**

WHEREAS, the Grantors are party to that certain Security Agreement dated as of June 18, 2015 (as amended by the Joinder Agreement dated as of July 12, 2016 and as further amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Parent, the U.S. Borrower, the other Grantors party thereto and the Collateral Agent, in favor of the Collateral Agent, pursuant to which the Grantors are required to execute and deliver to the Collateral Agent this Supplement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound hereby, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Agreement used herein have the respective meanings assigned thereto in the Credit Agreement or the Security Agreement, in each case, as applicable.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Finance Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor:

- (a) registered Trademarks of each Grantor listed on Schedule I attached hereto; and
- (b) all products and Proceeds of any of the foregoing (together with (a), collectively, the “Trademarks”).

SECTION 3. The Security Agreement. The security interests granted pursuant to this Supplement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Supplement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with, or otherwise required pursuant to, Section 6.12 thereof, the Collateral Agent shall, at the expense of the Grantors, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the applicable Trademarks under this Supplement and any other documents required to evidence the termination of the Collateral Agent’s interest in the applicable Trademarks.

**SECTION 5. GOVERNING LAW; JURISDICTION; VENUE; WAIVER OF JURY TRIAL; CONSENT TO SERVICE OF PROCESS.**

**(A) THE TERMS OF SECTION 10.13 OF THE CREDIT AGREEMENT WITH RESPECT TO GOVERNING LAW, SUBMISSION OF JURISDICTION, VENUE AND WAIVER OF JURY TRIAL ARE INCORPORATED HEREIN BY REFERENCE, MUTATIS MUTANDIS, AND THE PARTIES HERETO AGREE TO SUCH TERMS.**

**(B) EACH PARTY TO THIS SUPPLEMENT IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 6.01 OF THE SECURITY AGREEMENT. NOTHING IN THIS SUPPLEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS SUPPLEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.**

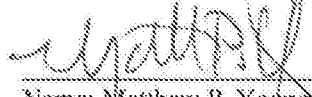
SECTION 6. Waivers; Amendments; Modifications. Neither this Supplement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and any Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 10.01 of the Credit Agreement and subject to Section 6.02 of the Security Agreement.

SECTION 7. Notices; Communications. All communications and notices under this Supplement shall be in writing and given as provided in Section 6.01 of the Security Agreement.

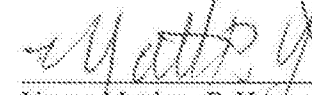
SECTION 8. Counterparts; Effectiveness. This Supplement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Supplement by signing and delivering to the other party hereto one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart (including portable document format (PDF)) of a signature page to this Supplement shall be effective as delivery of an original executed counterpart of this Supplement. This Supplement shall become effective as to each Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon each Grantor and the Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Finance Parties and their respective permitted successors and assigns, except that the Grantors shall not have the right to assign or transfer their rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by the Security Agreement or the Credit Agreement.

[Signature pages follow]

CELATOR PHARMACEUTICALS, INC.

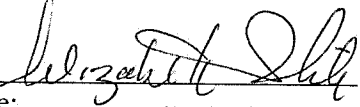
By:   
Name: Matthew P. Young  
Title: Treasurer

JAZZ PHARMACEUTICALS, INC.

By:   
Name: Matthew P. Young  
Title: Executive Vice President and  
Chief Financial Officer

(Signature Page to Supplement to Trademark Security Agreement)

BANK OF AMERICA, N.A.,  
as Collateral Agent

By:   
Name: Elizabeth Uribe  
Title: Assistant Vice President

[Signature Page to Supplement No. 2 to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006547 FRAME: 0480**

**Schedule I**  
**to**  
**SUPPLEMENT NO. 2 TO TRADEMARK SECURITY AGREEMENT**  
**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS**

**Trademark Registrations:**

None.

**Trademark Application:**

	<b>Owner</b>	<b>Trademark</b>	<b>Serial No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
1.	Celator Pharmaceuticals, Inc.	CELATOR	86322880 06/27/2014	5409832 02/27/2018
2.	Celator Pharmaceuticals, Inc.	VYXEOS	86460047 11/20/2014	5350908 12/05/2017
3.	Jazz Pharmaceuticals, Inc.	MORE THAN TIRED	87311025 01/23/2017	5439317 04/03/2018
4.	Jazz Pharmaceuticals, Inc.	MORE THAN TIRED	87311027 01/23/2017	5439318 04/03/2018
5.	Jazz Pharmaceuticals, Inc.	MORE THAN TIRED	87311030 01/23/2017	5439319 04/03/2018
6.	Jazz Pharmaceuticals, Inc.	MORE THAN TIRED & Design	87311031 01/23/2017	5439320 04/03/2018
7.	Jazz Pharmaceuticals, Inc.	MORE THAN TIRED & Design	87311032 01/23/2017	5439321 04/03/2018
8.	Jazz Pharmaceuticals, Inc.	MORE THAN TIRED & Design	87311036 01/23/2017	5439322 04/03/2018