

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

EUSA Pharma (USA), Inc., a Delaware Corporation
JPI Commercial, LLC, a Delaware LLC
Jazz Pharmaceuticals, Inc., a Delaware Corporation

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other _____

Citizenship (see guidelines) Delaware, USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 06/12/2012

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

No

Name: Barclays Bank PLC, as Collateral Agent

Internal

Address: _____

Street Address: 745 Seventh Avenue, Attn: Alicia Borys

City: New York

State: NY

Country: USA Zip: 10019

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other PLC Citizenship United Kingdom

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Michael Violet

Internal Address: CT Lien Solutions

Street Address: 4400 Easton Commons Way
Suite 125

City: Columbus

State: OH Zip: 43219

Phone Number: 614-280-3303

Fax Number: 800-516-6304

Email Address: Michael.Violet@wolterskluwer.com

6. Total number of applications and registrations involved:

72

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Michael Violet
Signature

06/12/2012

Date








Michael Violet

















Name of Person Signing








Total number of pages including cover sheet, attachments, and document: 12

Schedule I
to
TRADEMARK SECURITY AGREEMENT
UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

Mark	Owner	Appl. / Reg. No. / Date
Cytogen and design	EUSA Pharma (USA), Inc.	1,847,218 Serial #: 74-338385 Reg. Date: 07/26/1994
Prostascint	EUSA Pharma (USA), Inc.	3,687,447 Serial # 78-410517 Reg. Date: 09/22/2009
Caphosol	EUSA Pharma (USA), Inc.	2,487,745 Serial # 75-092944 Reg. Date: 09/11/2001
Quadramet	EUSA Pharma (USA), Inc.	2,897,509 Serial #: 78374967 Reg. Date: 10/26/2004
PROTASCINT	EUSA Pharma (USA), Inc.	2,048,135 Serial #: 74-595092 Reg. Date: 03/25/1997
	JPI Commercial, LLC	3,114,923 Serial #: 78342975 Reg. Date: 7/11/2006
	JPI Commercial, LLC	2,423,880 Serial # 75577530 Reg. Date: 1/23/2001
	JPI Commercial, LLC	2,472,156 Serial #: 75701032 Reg. Date: 7/24/2001
	JPI Commercial, LLC	1,906,107 Serial #74-486864 Reg. Date: 7/18/1995
	Jazz Pharmaceuticals, Inc.	3,005,004 Serial #: 78-332378 Reg. Date: 10/4/2005
 Jazz Pharmaceuticals	Jazz Pharmaceuticals, Inc.	3,377,357 Serial #: 77-113917 Reg. Date: 2/5/2008
 Jazz Pharmaceuticals	Jazz Pharmaceuticals, Inc.	3,439,014 Serial #: 77-115373

Mark	Owner	Appl. / Reg. No. / Date
		Reg. Date: 6/3/2008
 Jazz Pharmaceuticals	Jazz Pharmaceuticals, Inc.	3,439,015 Serial #: 77-115374 Reg. Date: 6/3/2008
 Jazz Pharmaceuticals	Jazz Pharmaceuticals, Inc.	3,452,003 Serial #: 77-115376 Reg. Date: 6/24/2008
 Jazz Pharmaceuticals	Jazz Pharmaceuticals, Inc.	3,377,363 Serial #: 77-115377 Reg. Date: 2/5/2008
 Jazz Pharmaceuticals	Jazz Pharmaceuticals, Inc.	3,377,364 Serial #: 77-115379 Reg. Date: 2/5/2008
	Jazz Pharmaceuticals, Inc.	3,377,358 Serial #: 77-113919 Reg. Date: 2/5/2008
	Jazz Pharmaceuticals, Inc.	3,375,148 Serial #: 77-126902 Reg. Date: 1/29/2008
	Jazz Pharmaceuticals, Inc.	3,452,038 Serial #: 77-126898 Reg. Date: 6/24/2008
	Jazz Pharmaceuticals, Inc.	3,439,091 Serial #: 77-126895 Reg. Date: 6/3/2008
	Jazz Pharmaceuticals, Inc.	3,439,090 Serial #: 77-126884 Reg. Date: 6/3/2008
	Jazz Pharmaceuticals, Inc.	3,425,438 Serial #: 77-126890 Reg. Date: 5/13/2008
	Jazz Pharmaceuticals, Inc.	3,375,220 Serial #: 77-152421 Reg. Date: 1/29/2008
	Jazz Pharmaceuticals, Inc.	3,429,679 Serial #: 77-152427 Reg. Date: 5/20/2008
	Jazz Pharmaceuticals, Inc.	3,400,930 Serial #: 77-152432 Reg. Date: 3/25/2008
	Jazz Pharmaceuticals, Inc.	3,375,222 Serial #: 77-152438 Reg. Date: 1/29/2008
	Jazz Pharmaceuticals, Inc.	3,375,224 Serial #: 77-152444 Reg. Date: 1/29/2008
	Jazz Pharmaceuticals, Inc.	3,375,226 Serial #: 77-152449 Reg. Date: 1/29/2008

Mark	Owner	Appl. / Reg. No. / Date
 Jazz Pharmaceuticals	Jazz Pharmaceuticals, Inc.	3,384,315 Serial #: 77-152429 Reg. Date: 2/19/2008
 Jazz Pharmaceuticals	Jazz Pharmaceuticals, Inc.	3,452,137 Serial #: 77-152428 Reg. Date: 6/24/2008
 Jazz Pharmaceuticals	Jazz Pharmaceuticals, Inc.	3,375,221 Serial #: 77-152430 Reg. Date: 1/29/2008
 Jazz Pharmaceuticals	Jazz Pharmaceuticals, Inc.	3,375,223 Serial #: 77-152439 Reg. Date: 1/29/2008
 Jazz Pharmaceuticals	Jazz Pharmaceuticals, Inc.	3,478,852 Serial #: 77-152441 Reg. Date: 8/5/2008
 Jazz Pharmaceuticals	Jazz Pharmaceuticals, Inc.	3,375,227 Serial #: 77-152452 Reg. Date: 1/29/2008
	Jazz Pharmaceuticals, Inc.	3,447,780 Serial #: 77-152410038 Reg. Date: 6/17/2008
CT STEPS	Jazz Pharmaceuticals, Inc.	3,772,304 Serial #: 77-437093 Reg. Date: 4/6/2010
CT STEPS	Jazz Pharmaceuticals, Inc.	3,772,303 Serial #: 77-437081 Reg. Date: 4/6/2010
1-866-XYREM88	JPI Commercial, LLC	2,774,178 Serial #: 78-147989 Reg. Date: 10/14/2003
CATALYST	JPI Commercial, LLC	3,114,867 Serial #: 78-300237 Reg. Date: 7/11/2006
CT STEPS	Jazz Pharmaceuticals, Inc.	3,772,301 Serial #: 77-432914 Reg. Date: 4/6/2010
JAZZ	Jazz Pharmaceuticals, Inc.	3,342,963 Serial #: 77-113899 Reg. Date: 11/27/2007
JAZZ PHARMACEUTICALS	Jazz Pharmaceuticals, Inc.	3,268,952 Serial #: 78-228989 Reg. Date: 7/24/2007
JAZZ PHARMACEUTICALS	Jazz Pharmaceuticals, Inc.	3,425,389 Serial #: 77-115372 Reg. Date: 5/13/2008
JAZZ PHARMACEUTICALS	Jazz Pharmaceuticals, Inc.	3,425,390 Serial #: 3,425,390 Reg. Date: 5/13/2008
JAZZ PHARMACEUTICALS	Jazz Pharmaceuticals, Inc.	3,439,016 Serial #: 77-115381 Reg. Date: 6/3/2008

Mark	Owner	Appl. / Reg. No. / Date
JAZZ PHARMACEUTICALS	Jazz Pharmaceuticals, Inc.	3,421,517 Serial #: 77-115380 Reg. Date: 5/6/2008
JAZZ PHARMACEUTICALS	Jazz Pharmaceuticals, Inc.	3,342,964 Serial #: 77-113911 Reg. Date: 11/27/2007
JAZZ PHARMACEUTICALS	Jazz Pharmaceuticals, Inc.	3,411,421 Serial #: 77-152420 Reg. Date: 4/15/2008
JAZZ PHARMACEUTICALS	Jazz Pharmaceuticals, Inc.	3,384,314 Serial #: 77-152422 Reg. Date: 2/19/2008
JAZZ PHARMACEUTICALS	Jazz Pharmaceuticals, Inc.	3,434,310 Serial #: 77-152425 Reg. Date: 5/27/2008
JAZZ PHARMACEUTICALS	Jazz Pharmaceuticals, Inc.	3,334,353 Serial #: 77-152433 Reg. Date: 11/13/2007
JAZZ PHARMACEUTICALS	Jazz Pharmaceuticals, Inc.	3,334,354 Serial #: 77-152436 Reg. Date: 11/13/2007
JAZZ PHARMACEUTICALS	Jazz Pharmaceuticals, Inc.	3,439,279 Serial #: 77-152445 Reg. Date: 6/3/2008
JAZZ PHARMACEUTICALS	Jazz Pharmaceuticals, Inc.	3,375,225 Serial #: 77-152448 Reg. Date: 1/29/2008
ORPHAN MEDICAL	JPI Commercial, LLC	1,843,925 Serial #: 74-361367 Reg. Date: 7/5/1994
REKINLA	JPI Commercial, LLC	77/797,778 Filed Dt.: 8/5/2009
WAKE UP TO THE DIFFERENCE	Jazz Pharmaceuticals, Inc.	3,299,804 Serial #: 78-818704 Reg. Date: 9/25/2007
WAKE UP TO THE DIFFERENCE	Jazz Pharmaceuticals, Inc.	3,374,136 Serial #: 78-818703 Reg. Date: 1/22/2008
XYREM	JPI Commercial, LLC	2,249,959 Serial #: 75-123252 Reg. Date: 6/1/1999
XYREM	JPI Commercial, LLC	2,860,730 Serial #: 76-327130 Reg. Date: 7/6/2004
XYREM	JPI Commercial, LLC	3,112,732 Serial #: 78-400994 Reg. Date: 7/4/2006
XYREM	JPI Commercial, LLC	3,309,255 Serial #: 78-769796 Reg. Date: 10/9/2007
XYREM	JPI Commercial, LLC	3,162,632 Serial #: 78-769619 Serial #: 10/24/2006

Mark	Owner	Appl. / Reg. No. / Date
XYREM	JPI Commercial, LLC	3,162,633 Serial #: 78-769623 Reg. Date: 10/24/2006
XYREM	JPI Commercial, LLC	3,162,634 Serial #: 78-769626 Reg. Date: 10/24/2006
XYREM	JPI Commercial, LLC	3,162,635 Serial #: 78-769629 Reg. Date: 10/24/2006
XYREM	JPI Commercial, LLC	3,162,636 Serial #: 78-769631 Reg. Date: 10/24/2006
XYREM	JPI Commercial, LLC	3,428,812 Serial #: 78-978081 Reg. Date: 5/13/2008
XYREM (SODIUM OXYBATE) ORAL SOLUTION & DESIGN	JPI Commercial, LLC	2,952,351 Serial #: 76-427104 Reg. Date: 5/17/2005
XYREM PATIENT SUCCESS PROGRAM	JPI Commercial, LLC	2,848,521 Serial #: 76-412893 Reg. Date: 6/1/2014
XYREM SUCCESS PROGRAM	JPI Commercial, LLC	2,867,332 Serial #: 76-397391 Reg. Date: 7/24/2004
XYREM SUCCESS PROGRAM FOR PHYSICIANS	JPI Commercial, LLC	2,860,906 Serial #: 76-412894 Reg. Date: 7/6/2004

Trademark Applications:

Mark	Owner	Appl. / Reg. No. / Date
REKINLA	JPI Commercial, LLC	85/548,734 2/21/2012

TRADEMARK SECURITY AGREEMENT (SHORT FORM)

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of June 12, by EUSA Pharma (USA), Inc, JPI Commercial, LLC and Jazz Pharmaceuticals, Inc. (each, a "Grantor" and collectively, the "Grantors"), in favor of BARCLAYS BANK PLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, each Grantor is party to that certain Security Agreement dated as of June 12, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by Parent, the Borrower, the other Grantors party thereto and the Collateral Agent, in favor of the Collateral Agent, pursuant to which such Grantor is required to execute and deliver to the Collateral Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound hereby, each Grantor hereby agrees 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 Secured 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 and applied for Trademarks of such 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 Trademark Security Agreement 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 Trademark Security Agreement 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 applicable Grantor, execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the lien on and security interest in the applicable Trademarks under this Trademark Security Agreement 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 TRADEMARK SECURITY AGREEMENT IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 6.01 OF THE SECURITY AGREEMENT. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS TRADEMARK SECURITY AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

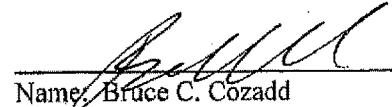
SECTION 6. Waivers; Amendments; Modifications. Neither this Trademark Security Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, 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 Trademark Security Agreement shall be in writing and given as provided in Section 6.01 of the Security Agreement.

SECTION 8. Counterparts; Effectiveness. This Trademark Security Agreement 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 Trademark Security Agreement 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 Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement 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 such 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 Secured Parties and their respective permitted successors and assigns, except that such Grantor shall not have the right to assign or transfer its 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]


EUSA PHARMA (USA), INC.

By: 
Name: Bruce C. Cozadd
Title: President

JPI COMMERCIAL, LLC

By: _____
Name: Kathryn E. Falberg
Title: President

JAZZ PHARMACEUTICALS, INC.

By: 
Name: Bruce C. Cozadd
Title: Chief Executive Officer

EUSA PHARMA (USA), INC.

By: _____
Name: Bruce C. Cozadd
Title: President

JPI COMMERCIAL, LLC

By:  _____
Name: Kathryn E. Falberg
Title: President

JAZZ PHARMACEUTICALS, INC.

By: _____
Name: Bruce C. Cozadd
Title: Chief Executive Officer

BARCLAYS BANK PLC, as Collateral Agent

By: Ann E. Sutton

Name:

Ann E. Sutton

Title:

Director

Signature Page - Trademark Security Agreement