



# TRADE MARK ASSIGNMENT

THIS AGREEMENT is made the *20th* day of *September* 2002

## BETWEEN:

- (1) Rosemont BV whose registered address is at P.O. Box 20, Oss 5340 BH, The Netherlands ("Assignor"); and
- (2) Rosemont Pharmaceuticals Limited whose registered office is at Rosemont House, Yorkdale Industrial Park, Braithwaite Street, Leeds, LS11 9XE, United Kingdom ("Assignee")

## WHEREAS:

- (A) Assignor is the legal and beneficial owner and registered proprietor of the Trade Marks.
- (B) Assignor has agreed to assign the Trade Marks to Assignee on the terms set out in this Agreement.

## NOW IT IS HEREBY AGREED as follows:

1. In consideration of the sum of £1 (the receipt of which is hereby acknowledged) Assignor hereby assigns to Assignee with full title guarantee:
  - 1.1 All rights in the trade mark applications and registrations listed in Schedule 1 (the "Trade Marks") and the full and exclusive benefit thereof, including any goodwill or common law rights which are connected with or attached to the same; and
  - 1.2 The right to recover and take all such proceedings as may be necessary for the recovery of damages or otherwise in respect of all infringements of the Trade Marks whether committed before or after the date of this Agreement.
2. Assignor hereby covenants with Assignee that Assignor will at the reasonable expense of Assignee execute sign and do all such instruments, applications, documents, acts and things as may reasonably be required by Assignee to enable Assignee or its nominee to enjoy the full benefit of the rights hereby assigned, including the right to be registered as the registered proprietor of the Trade Marks with the relevant trade mark registries.
3. The Assignor shall indemnify the Assignee against all and any loss, damages or costs sustained by the Assignee arising out of a breach by the Assignor of any part of its warranties under this Assignment and, at the request of the Assignee, it shall provide all reasonable assistance to enable the Assignee to resist any claim, action or proceedings brought against the Assignee as a consequence of that breach.
4. The Parties irrevocably agree that this Agreement shall be governed by and construed in accordance with English law and that the courts of England are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement and the documents to be entered into pursuant to it. The Parties

irrevocably submit to the jurisdiction of such courts and waive any objection to proceedings in any such court on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum.

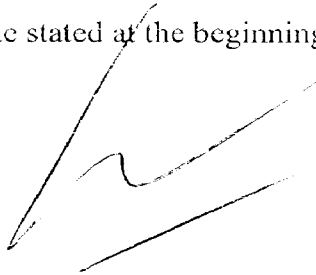
This Assignment has been executed on the date stated at the beginning.

SIGNED by

for and on behalf of Rosemont BV

Name..... *J. Evers* .....

Position..... *Gen. manager* .....



*A Sandler*

*man. dir.*

SIGNED by

for and on behalf of Rosemont Pharmaceuticals Limited

Name..... *P. A. G. Hasbani* .....

Position..... *Director* .....



*P. A. G. Hasbani*

*Director*

**SCHEDULE 1****Trade Marks****TRADE MARK APPLICATIONS AND REGISTRATIONS**

<b>MARK</b>	<b>TERRITORY</b>	<b>APPLICATION/ REGISTRATION NO.</b>	<b>CLASS(ES)</b>
R ROSEMONT (word and device)	US	2155105	5
R ROSEMONT (word and device)	BENELUX	552421	5
R ROSEMONT (word and device)	UK	1576753	5
R ROSEMONT (word and device)	INTERNATIONAL (designating Switzerland, Germany, Algeria, Spain, Italy)	629713	5
R ROSEMONT (word and device)	AE (United Arab Emirates)	19624	5
R ROSEMONT (word and device)	BH (Bahrain)	19292	5
R ROSEMONT (word and device)	IE (Ireland)	161154	5
R ROSEMONT (word and device)	Kw (Kuwait)	33076	5
R ROSEMONT (word and device)	QA (Qatar)	13248	5
R ROSEMONT (word and device)	SY (Syria)	59980	5
R ROSEMONT (word and device)	YE (Yemen)	7293	5

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Trademark  
2708-3-001IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

REGISTRANT : ROSEMONT BV  
ASSIGNEE : ROSEMONT PHARMACEUTICALS LTD  
MARK : ROSEMONT R & Design  
REG. NO. : 2,155,105  
REGISTERED : May 5, 1998

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Applicant hereby appoints the law firm of KLAUBER & JACKSON and DAVID A. JACKSON and STEFAN J. KLAUBER, both members of the Bar of the State of New Jersey, and LAWRENCE D. MANDEL, a member of the Bar of the States of New York and New Jersey and the Commonwealth of Pennsylvania, and JAMES E. PITTMAN, a member of the bar of the States of New York and New Jersey, and all with offices at 411 Hackensack Avenue, Hackensack, New Jersey 07601, as its domestic representative upon whom notices or process in the proceedings affecting the above captioned mark may be served.

ROSEMONT PHARMACEUTICALS LTD

By: Name: HILDA GULSEY

(Type or print name)

Title: TECHNICAL DIRECTORDated: 10th June 2003

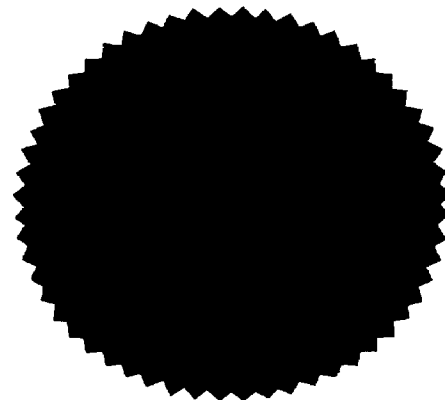
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**TO ALL** to whom these presents shall come **I JOHN RAMSEY BALMFORTH** of Ripon North Yorkshire England Notary Public duly authorised admitted and sworn and practising within the United Kingdom of Great Britain and Northern Ireland do hereby certify that the photostat matter hereto annexed purporting to be a copy of an Assignment of certain Trademarks and Trademark Registrations by Rosemont BV to Rosemont Pharmaceuticals Limited dated the 30<sup>th</sup> day of September 2002 is a true and accurate copy of the original.

In testimony whereof I have hereunto subscribed my name and affixed my seal of office this 15<sup>th</sup> day of April 2003 at Ripon England.

*JR Balmforth*

Notary Public  
Ripon  
England



DATED 30th September 2002

- (1) Rosemont BV
- (2) Rosemont Pharmaceuticals Limited

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TRADE MARK ASSIGNMENT

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