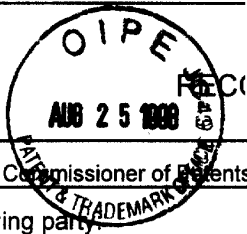


08-28-1998



100808928

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Attorney Docket No. 05190.0005

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party:

BG plc

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation

Other: MRD 8-25-98

2. Name and address of receiving party:

Name: Pipeline Integrity International Limited

Address: 21 Holborn Viaduct  
London, England EC1A 2DY

Additional name(s) of conveying party(ies) attached?  Yes  No

Individual(s)  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation  
 Other:

3. Nature of conveyance:

Assignment       Merger  
 Security Agreement       Change of Name

Other: \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

Execution Date: February 20, 1998

(Designation must be a separate document from Assignment)

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.

1,900,402

Additional numbers attached?  Yes  No

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

Name: Mark S. Sommers, Esq.

Address: Finnegan, Henderson, Farabow,  
Garrett & Dunner, L.L.P.  
1300 I Street, N.W.  
Washington, D.C. 20005-3315

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40

Enclosed  
 Authorized to be charged to deposit account  
 Authorized to be charged to deposit account only if fee is deficient

8. Deposit account number:

06-0916

08/28/1998 BNGUYEN 00000076 1900402

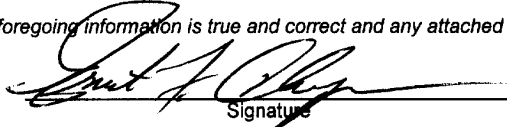
01 FC:481

40.00 CP

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.

Ernest F. Chapman, Reg. No. 25,961  
 Name of Person Signing



Signature

AUG 25 1998  
 Date

Total number of pages including cover sheet, attachments, and document: 19

Dated *20 February* 1998

**BG plc  
ASSIGNOR**

and

**Pipeline Integrity International Limited  
ASSIGNEE**

**PII Trade Mark Assignment**

LINKLATERS & PAINES

One Silk Street  
London EC2Y 8HQ

Tel: 0171-456 2000

Ref: MLW/RZS

TRADEMARK  
REEL: 1773 FRAME: 0246

This Assignment is made on

20 February

1998

**BETWEEN**

- (1) BG plc (company number 2006000) whose registered office is at 100 Thames Valley Park Drive, Reading, Berkshire RG6 1PT (BG); and
- (2) Pipeline Integrity International Limited (Registered number 3424425) whose registered office is at 21 Holborn Viaduct, London EC1A 2DY (Assignee).

**WHEREAS**

- (A) BG is the owner of the Marks (as defined herein) in the Territory (as defined herein);
- (B) By an agreement of even date (the "SPA") Assignee has purchased the Business and the PII Shares (both as defined in the SPA).
- (C) BG has agreed to assign the Marks in the Territory to Assignee upon the terms and conditions set out below.

**THIS ASSIGNMENT WITNESSES** as follows:

**1 DEFINITIONS:** In this Assignment

- 1.1 "Business Day" has the same meaning as in the SPA.
- 1.2 "Completion" has the same meaning as in the SPA.
- 1.3 "Marks" means the registered trade marks set out in the Schedule hereto, including all the registrations of and the benefit of all applications for registration of those marks in the Territory, the goodwill associated with them in the Territory, and all corresponding registered or unregistered trade marks and similar or equivalent rights in the Territory.
- 1.4 "Territory" means in relation to each Mark, the Territory in respect of which the relevant application or registration is made, as set out in the Schedule.
- 1.5 The headings in this Assignment shall not affect the interpretation of this Assignment.

**2 ASSIGNMENT**

In consideration of the sum of one pound sterling now paid by Assignee to BG, receipt whereof is hereby acknowledged, BG hereby assigns, in the case of the registered marks, with full title guarantee, to Assignee all its right, title and interests in the Marks in the Territory, together with the right to sue and obtain damages and other relief for any infringement or unlawful use of the Marks in the relevant Territory which may have occurred before the date of this Assignment.

**3 FURTHER ASSURANCE**

Each party undertakes to execute all such documents and do all such things as the other party may reasonably require in order to perfect and record this Assignment and to obtain the full benefit thereof. The party requiring the doing of any thing will reimburse the other party's reasonable expenses in complying with this obligation.

#### 4 WHOLE AGREEMENT AND VARIATION

This Assignment forms part of and should be read in conjunction with and subject, to the SF and is conditional upon Completion taking place. For the avoidance of doubt Clause 6.2 of the SPA shall apply to this Assignment.

#### 5 NOTICES

- 5.1 Any notice or other communication requiring to be given or served under or in connection with this Assignment shall be in writing and shall be sufficiently given or served if delivered or sent:

in the case of BG to:

BG plc  
100 Thames Valley Park Drive,  
Reading  
Berkshire RG6 1PT

Fax: 0118 929 3327

Attention: The General Counsel

in the case of Assignee to:

Pipeline Integrity International Limited  
Atley Way  
North Nelson Industrial Estate  
Cramlington  
Northumberland  
NE23 9WW

Fax: 0191 247 3101

Attention: The CEO, and copied to Lovell White Durrant marked to the attention of Alison Hampton.

- 5.2 Any such notice or other communication shall be delivered by hand or sent by courier, fax or prepaid first class post. If sent by courier or fax such notice or communication shall conclusively be deemed to have been given or served at the time of despatch, in case of service in the United Kingdom, or on the following Business Day, in the case of international service. If sent by post such notice or communication shall conclusively be deemed to have been received two Business Days from the time of posting, in the case of inland mail in the United Kingdom, or three Business Days from the time of posting in the case of international mail.

#### 6 COUNTERPARTS

This Assignment may be executed in any number of counterparts each of which shall be deemed an original, but all the counterparts shall together constitute one and the same instrument.

#### 7 RESTRICTIVE TRADE PRACTICES

Notwithstanding any other provision of this Assignment, no provision of this Assignment which is of such a nature as to make the Assignment liable to registration under the Restrictive Trade Practices Act 1976 shall take effect until the day after that on which particulars thereof have been

duty furnished to the Director General of Fair Trading pursuant to the said Act. For the purposes of this Clause 7, Assignment shall include any agreement forming part of the same arrangement.

#### **8 GOVERNING LAW AND SUBMISSION TO JURISDICTION**

This Assignment and, save as expressly referred to therein, the documents to be entered into pursuant to it shall be governed by and construed in accordance with English law and the parties irrevocably agree that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Assignment and such documents.

**SCHEDULE****(Registrations of and applications for registration of Marks)****REGISTRATION**

<b>Country</b>	<b>Mark</b>	<b>Class</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Grant No.</b>	<b>Grant Date</b>
AUSTRALIA	PIPEVISION	9	509983	7.4.93	A509983	11.7.94

Country	Mark	Class	Application No.	Application Date	Grant No.	Grant Date
AUSTRIA	PIPEVISION	9	AM1650/93	6.4.93	148343	28.8.93

Country	Mark	Class	Application No.	Application Date	Grant No.	Grant Date
BENELUX	PIPEVISION	9	795696	1.4.93	532628	4.1.94



Country	Mark	Class	Application No.	Application Date	Grant No.	Grant Date
CANADA	PIPEVISION	N/A	736613	13.9.93	432897	2.9.94

Country	Mark	Class	Application No.	Application Date	Grant No.	Grant Date
GERMANY	PIPEVISION	9	890267/9 WZ	5.4.93	2055820	3.2.94

Country	Mark	Class	Application No.	Application Date	Grant No.	Grant Date
ITALY	PIPEVISION	9	T083C001500	1.9.93	666013	11.12.95

Country	Mark	Class	Application No.	Application Date	Grant No.	Grant Date
MEXICO	PIPEVISION	9	165008	21.4.93	455441	28.3.94

Country	Mark	Class	Application No.	Application Date	Grant No.	Grant Date
NORWAY	PIPEVISION	9	93.1642	2.4.93	162600	11.5.94

Country	Mark	Class	Application No.	Application Date	Grant No.	Grant Date
SWITZERLAND	PIPEVISION	9	5877/1933	1.4.93	410568	1.4.93

Country	Mark	Class	Application No.	Application Date	Grant No.	Grant Date
UK	PIPEVISION	9	1526027	5.2.93	1526027	3.6.94
UK	PIPELINE INTEGRITY INTERNATIONAL	9, 37, 42	2139100	15.7.97	2139100	16.1.98

Country	Mark	Class	Application No.	Application Date	Grant No.	Grant Date
USA	PIPEVISION	9	74/433645	8.9.93	1900402	20.6.95



**APPLICATIONS**

Country	Mark	Class	Application No.	Application Date	Grant No.	Grant Date
ARGENTINA	PIPEVISION	9	2031922	3.5.96	N/A	N/A

Country	Mark	Classes	Application No.	Application Date	Grant No.	Grant Date
UK	PII	9,37,42	2141083	4.8.97	N/A	N/A

IN WITNESS WHEREOF the parties have duly executed this Assignment as a deed on the date stated at the beginning.

SIGNED as a DEED by

M. COOPER  
on behalf of BG plc

} *M.C. Cooper*

as attorney for BG plc

in the presence of:

Signature of witness: *A.N. Robinson*  
Name ANDREW NICHOLAS ROBINSON  
Address 35, Piccadilly,  
London W1V 0PJ  
Occupation Notary Public

SIGNED as a DEED by

on behalf of Pipeline Integrity  
International Limited

} *[Signature]*

as attorney for  
Pipeline Integrity  
International Limited

*M. Powell*

in the presence of:

Signature of witness: *A.N. Robinson*  
Name ANDREW NICHOLAS ROBINSON  
Address 35, Piccadilly,  
London W1V 0PJ  
Occupation Notary Public