



This ASSIGNMENT is dated 20 September 1999

by

- (1) SGS SOCIÉTÉ GÉNÉRALE DE SURVEILLANCE SA, a company existing and established under the laws of Switzerland and having its principal place of business at 97, Rue de Lyon, P.O. Box 2152, CH-1211 Geneva 1 (hereinafter called the "Assignor")

in favour of

- (2) INVERESK RESEARCH INTERNATIONAL LIMITED, incorporated under the Companies Acts (Registered number 91725) and having its Registered Office at Elphinstone Research Centre, Tranent, EH33 2NE (hereinafter referred to as the "Assignee")

WHEREAS:

- (A) The Assignor is the proprietor of the whole right, title and interest in and to the Trade Marks (hereinafter defined); and
- (B) The Assignor has agreed to assign the Trade Marks to the Assignee and the Assignee has agreed to take an assignment of the Trade Marks.

THEREFORE IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

- 1.1 In this Assignment, unless the context otherwise requires, the following term shall have the following meaning:-

"Trade Marks" means the registered trade marks and applications therefor detailed in Part One of the Schedule annexed to this Assignment together with any and all goodwill therein and any and all unregistered rights pertaining thereto anywhere in the world,

- 1.2 Headings in this Assignment are for convenience only and shall not affect interpretation.

2. Assignment

In consideration of ONE POUND STERLING (£1), the Assignor:-

- 2.1 hereby assigns with effect from 20 September 1999 ("the Commencement Date") to the Assignee free from any and all encumbrances the Trade Marks and all the rights, powers, privileges and immunities conferred on the proprietor thereof together with all rights of action actual or contingent in respect of any past, existing or future infringement of the Trade Marks; and

- 2.2 agrees and undertakes promptly to execute all such documents, forms and authorisations and promptly to depone to or swear any declaration or oath as the Assignee may deem necessary to give effect to this Assignment or which may

otherwise be necessary for vesting absolutely the rights hereby assigned to the Assignee.

3. Further assurances

3.1 The Assignor hereby authorises and requests if and where appropriate any official of any country whose duty it is to register trade marks or other evidence or forms for industrial and/or intellectual property protection, on application being made by the Assignee pursuant hereto, to issue same to the Assignee or its successors or assignees and both parties hereby agree to the change of ownership effected hereby being recorded in any relevant register.

3.2 The Assignor agrees and undertakes promptly to enter into formal documents formally recording the assignment of any of the Trade Marks in substantially the same form as the draft document set out at Part Two of the Schedule annexed to this Assignment or such other form as is reasonably required by the Assignee to enable the Assignee to record the change of ownership effected hereby of that Trade Mark in any relevant register and/or in any relevant territory.

4. Undertakings

4.1 The Assignor represents, warrants and undertakes that:-

4.1.1 the registered trade marks and applications therefor set out at Part One of the Schedule annexed to this Assignment represent all the trade mark registrations and applications therefor in the name of the Assignor relative to the "Inveresk Research" logo;

4.1.2 all of the registered trade marks applications set out at Part One of the Schedule are valid and subsisting; and

4.1.3 any and all of the Assignor's licensees (including without limitation to the foregoing SGS North America Inc.) shall cease to use the Trade Marks with effect from or prior to the date three months after the Commencement Date.

4.2 The Assignor shall indemnify and keep indemnified the Assignee against any and all losses, liabilities, costs, expenses and claims which the Assignee suffers or incurs as a result of any breach by the Assignor of Clause 4.1.

5. Counterparts

This Agreement may be entered into in any number of counterparts and by the parties to it on separate counterparts each of which when so executed and delivered shall be an original but all the counterparts shall together constitute one and the same instrument.

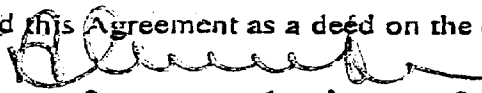
Applicable Law

This Assignment shall be governed by and construed in all respects in accordance with the laws of England and the parties hereby agree to submit to the non-exclusive jurisdiction of the English courts as regards any claims or matters arising hereunder:

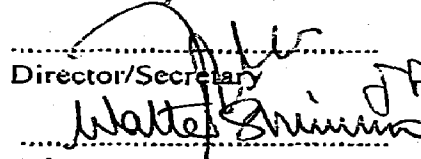


IN WITNESS WHEREOF these presents have been executed as a deed on the date first above mentioned.

IN WITNESS WHEREOF the parties have executed this Agreement as a deed on the date first above mentioned.

Executed as a deed by)
SGS SOCIÉTÉ GÉNÉRALE DE)
SURVEILLANCE SA)
acting by ANNE GUIMOND KOSTECKI)
and JEAN PIERRE MEAN)


ANNE GUIMOND KOSTECKI
Director

Executed as a deed by)
INVERESK RESEARCH)
INTERNATIONAL LIMITED)
acting by STEWART LESUE)
and WALTER NIMMO)


Director/Secretary

Director

Director/Secretary

Schedule
Part One – Trade Marks

<u>Mark</u>	<u>Country</u>	<u>Class</u>	<u>Deposit Number</u> <u>/Registration Number</u>	<u>Status</u>
"Inveresk Research" logo	Canada	42	846.881	Pending
"Inveresk Research" logo	Switzerland	35 and 42	446.252 02915/1997	Registered
"Inveresk Research" logo	USA	42	75/372478	Pending
"Inveresk Research" logo	European Community Trade Mark	42	547.505	Pending