

CONFIRMATORY DEED OF TRADE-MARKS ASSIGNMENT

BETWEEN: **LAB INTERNATIONAL INC.**, having its principal place of business at 445, Boulevard Armand-Frappier, Laval, Québec, H7V 4B3

(Hereinafter referred to as the "Assignor")

AND: **LAB RESEARCH INC.**, having its principal place of business at 445, Boulevard Armand-Frappier, Laval, Québec, H7V 4B3

(Hereinafter referred to as the "Assignee")

The Assignor and the Assignee hereby wish to confirm that effective on August 3rd, 2006, the Assignor has assigned to the Assignee, in consideration of good and valuable consideration from the Assignee: (i) its entire rights, title and interest in the trade-marks listed in Schedule A and the related goodwill, (ii) all common law rights arising from the use of any trade-marks comprising the term LAB excluding the trade-mark LABHALER, (iii) all common law rights arising from the use of any trade names comprising the term LAB, (iv) all copyrights in the Lab logos (hereinafter collectively referred to the "Lab marks") and (v) the right to recover for past and present infringement, to pursue any related litigation and opposition proceedings based on or related to the Lab marks, and to retain all damages and profits arising therefrom.

The assignment of the Lab marks shall not give to the Assignee any rights in the therapeutics or platforms for the delivery of therapeutic products proprietary or licensed to the Assignor or any of its affiliates, or developed by the Assignor or any of its affiliates in cooperation with third parties, either under a joint venture, a partnership or otherwise. For the purposes hereof, "affiliate" shall have the meaning ascribed thereto in the Canada Business Corporation Acts.

The assignment is granted on a "as is" basis, without any representations or warranties including no warranty as to the validity of the LAB Marks and no warranty as to the right to use the LAB Marks in the Territory.

The Assignor hereby agrees to indemnify and hold the Assignee harmless of and from any and all liabilities claims, causes of action, suits, damages and expenses (including reasonable attorney's fees and expenses) arising from the use of the LAB marks prior to the assignment in favor of the Assignee.

Should the Assignee and its affiliates(i) change their names in order to withdraw the term LAB therefrom and (ii) cease using the LAB marks for a period of at least one year, then the Assignee agrees and undertakes to assign the LAB marks to the Assignor for 1.00\$ without any representations and warranties. In such a case, the Assignor shall refrain from using the LAB marks in connection with pre-clinical contractual services on non-human subjects in the field of toxicology and toxicokinetics.

The parties hereto agree to sign any other documents required for recording the Assignee as the new owner of the Lab marks.

The parties shall cooperate and take such further action and shall execute and deliver such further action as may be reasonably requested by the other party in order to carry out the provisions and purposes of this Agreement. Without limiting the generality of the foregoing, the Assignor undertakes to assign the trade-mark LABHALER, to the Assignee, should the Registrar refuses to record the present assignment of the LAB marks in favor of the Assignee on the basis that the trade-mark LABHALER is associated to the LAB marks. The Assignee shall then grant to the Assignor a royalty-free worldwide perpetual exclusive licence to use the LABHALER trade-mark in connection with a disposable inhaler for pulmonary drug delivery system for dry powder, provided that the Assignor undertakes to (i) bear all costs and expenses for the protection and defense of the rights related to the LABHALER trade-mark and (ii) indemnify and save the Assignee harmless of and from any and all liabilities, claims, causes of action, suits, damages and expenses with respect to the trade-mark LABHALER.

This Agreement shall be governed by and construed in accordance with the laws of the province of Quebec and the federal laws applicable herein.

This Agreement has been drawn up in the English language at the request of the parties. Cette entente a été rédigée en anglais à la demande des parties.

SIGNED THIS 3rd day of August, 2006.

LAB INTERNATIONAL INC.

(s) Andrew Reiter

By: Andrew Reiter

Title: Chief Financial Officer

LAB RESEARCH INC.

(s) Luc Mainville

By: Luc Mainville

Title: President and Chief Executive Officer

SCHEDULE "A"

Trade-marks	Reg. Or Appl. Numbers	Country
LAB & Design Your closest Partner on the Critical Path  LAB Pharmaceutical Research, Toronto, Canada	490,479	Canada
LAB & Design 	477612	European Community

LAB DESIGN 	471,068	Canada
L.A.B. PHARMACEUTICAL RESEARCH INTERNATIONAL	492,441	Canada
L.A.B. PHARMACOLOGICAL RESEARCH INTERNATIONAL	470,901	Canada
YOUR GLOBAL PARTNER ON THE CRITICAL PATH	465,988	Canada