

11-16-2000



BT

10-4-00

U.S. Department of Commerce

Patent and Trademark Office

To the Honorable Commissioner of

attached original documents or copy thereof.

101517759

1. Name of conveying party(ies):

LABMANAGEMENT.COM

- Individual(s)       Association
- General Partnership    Limited Partnership
- Corporation-State
- Other Delaware Limited Liability company

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

3. Nature of conveyance:

- Assignment       Merger
- Security Agreement    Change of Name
- Other \_\_\_\_\_

Execution Date: September 22, 2000

2. Name and address of receiving party(ies):

Name: Alexandria Real Estate Equities, Inc.

Internal Address: \_\_\_\_\_

Street Address: 135 North Los Robles Avenue

Suite 250

City: Pasadena State: California ZIP: 91101

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation- Maryland
- Other \_\_\_\_\_

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)

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

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

A. Trademark Application No.(s)

75/797,753 filed 9/13/1999

B. Trademark No.(s)



10-04-2000

U.S. Patent & TMO/TM Mail Rcpt Dt. #01

Additional numbers attached  Yes  No

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

Name: William J. Robinson

Internal Address: \_\_\_\_\_

Street Address: Mayer, Brown & Platt  
350 South Grand Avenue

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and patents involved: ONE

7. Total fee (37 CFR 3.41): \$40 x 1 \$ 40.00  
 Enclosed

Authorized to be charged to deposit account any additional fees if insufficient

8. Deposit account number: 13-0019

(Attach duplicate copy of this page if paying by deposit account)

11/13/2000 MTHAL: 00000134 75797753

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40.00

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.

William J. Robinson

Name of Person Signing

William J. Robinson  
Signature

October 3, 2000

Date

Total number of pages comprising cover sheet and document attachments

14

Mail to: Commissioner of Patents and Trademarks  
Box Assignments  
Washington, DC 20231

TRADEMARK  
REEL: 002174 FRAME: 0833

## TRADEMARK ASSIGNMENT

LABMANAGEMENT.COM LLC, a Delaware limited liability company, located at 135 North Los Robles Avenue, Suite 250, Pasadena, California, 91101 ("Assignor"), is the rightful owner of and is using U.S. Service Mark Application No. 75/797,753. This mark, registrations therefor, renewals, the good will of the business symbolized thereby, and all worldwide rights contained therein, together with all pending and issued foreign applications therefor, are hereinafter collectively referred to as the Mark.

WHEREAS Alexandria Real Estate Equities, Inc., a Maryland corporation, located at 135 North Los Robles Avenue, Suite 250, Pasadena, California, 91101 ("Assignee"), is desirous of acquiring all right, title and interest in and to the Mark; and

WHEREAS Assignor desires to assign all right, title and interest in and to the Mark to Assignee as part of, and in partial consideration of, an existing agreement by and between Assignor and Assignee

NOW, THEREFORE, in consideration of the foregoing, together with other goods and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all right, title and interest in and to the Mark ("the Assignment").

2. The Assignment shall also include all claims for damages by reason of past infringement of the Mark, if any, together with the right to sue for and collect the same for the sole use and benefit of Assignee and its successors, assigns, or other legal representatives.

3. Assignor represents and warrants to Assignee as follows:

3.1. Assignor has the full right, power and authority to enter into and perform this Assignment and to grant to Assignee all the rights granted herein; and Assignor is not a party to any agreement or understanding which would conflict with this Assignment;

3.2. The Mark is believed to be valid, subsisting and enforceable;

3.3. Assignor is the sole legal and beneficial owner of all right in and to the Mark and hereby transfers all such rights to Assignee;

3.4. No portion of the Mark has been assigned or licensed to any other person or entity and there are no liens, claims or encumbrances on the Mark or any rights therein;

3.5. Assignor shall indemnify and hold Assignee harmless from any and all liability, damages, and expenses, including attorney's fees which the Assignee suffers or incurs as a result of or in connection with any breach of the representations and warranties set forth in this paragraph; and

3.6. These representations, warranties, and indemnities survive the consummation of this transaction.

4. Assignor has secured and, upon execution hereof, or as soon as received by Assignor, shall transfer to Assignee, all applications, registrations, licenses, permits, releases or other necessary consents, if any, relating to the Mark or any portion or component thereof. Assignor shall assist Assignee in obtaining any further registrations, licenses, permits or releases relating to the Mark as reasonably desired and required by Assignee. If Assignor is unavailable or otherwise unwilling to execute such documents, these grants with the United States Patent & Trademark Office, similar foreign offices, or elsewhere.

5. Assignor agrees and acknowledges that if it has obtained or obtains in the future, in any country, any right, title, or interest (including the filing of any application for trademark or service mark registration or the issuance of any registration) in any mark(s) which are confusingly similar to, or translations and/or transliterations of, the Mark (collectively, Related Marks), Assignor shall so notify Assignee, and that it has acted or will act as an agent on and for Assignee's behalf. Assignor further agrees to execute any and all instruments deemed by Assignee, its attorneys or representatives, to be necessary to transfer such right, title, or interest in the Related Marks to Assignee.

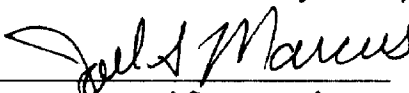
6. Assignor further agrees to execute and deliver, from time to time, all further instruments of conveyance, assignment and further assurances, and to perform all such other acts, as may be reasonably required to transfer and assign all of Assignor's interests in and to the Mark.

This Assignment shall be effective for all purposes on the 22nd day of SEPTEMBER, 2000.

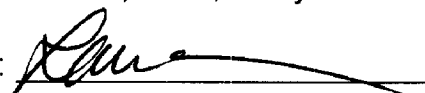
Assignor:

Assignee:

**LABMANAGEMENT.COM LLC**, a  
Delaware Limited Liability Company

By:   
Its: Chief Executive Officer

**ALEXANDRIA REAL ESTATE  
EQUITIES, INC.**, Maryland corporation

By:   
Its: **LAURIE A. ALLEN**  
**SENIOR VICE PRESIDENT,  
BUSINESS DEVELOPMENT  
& LEGAL AFFAIRS**

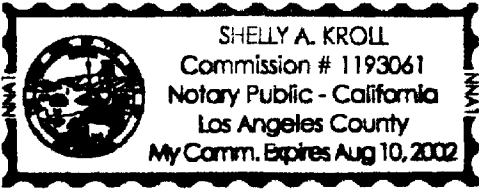
ALL-PURPOSE ACKNOWLEDGMENT

State of California )  
County of Los Angeles )

On this 21<sup>st</sup> day of Sept., 2000, before me, Shelly A. Kroll  
Name, Title of Officer

personally appeared, Joel S. Marcus and Laurie A. Allen,  
Name(s) of Signer(s)

personally known to me - **OR** - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and notarial seal.

Shelly A. Kroll  
Signature of Notary

My Commission Expires:  
8/10/02

[SEAL]