

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Nanogen, Inc.		07/02/2009	CORPORATION: DELAWARE
Epoch Biosciences, Inc.		07/02/2009	CORPORATION: DELAWARE
Nanotronics, Inc.		07/02/2009	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	Elitech Holding B.V.
Street Address:	Van Rensselaerweg 4 (6956 AV)
City:	Spankeren
State/Country:	NETHERLANDS
Entity Type:	private limited company: NETHERLANDS

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Serial Number:	77368863	AQUAPHLUOR
Serial Number:	78882942	SUPER N
Registration Number:	3090342	ASSAY BLUEPRINT
Registration Number:	2917828	ASSAY TOOLBOX
Registration Number:	3184945	MGB ALERT
Registration Number:	2170623	NANOGEN
Registration Number:	2306068	NANOGEN
Registration Number:	2220931	NANOGEN
Registration Number:	2817155	ECLIPSE
Registration Number:	2959330	MGB ECLIPSE
Registration Number:	3027814	SUPER A
Registration Number:	3027816	SUPER T
Registration Number:	3027815	SUPER G

CH \$390.00 77368863

Registration Number:	3185040	REDMOND RED
Registration Number:	3185039	YAKIMA YELLOW

**CORRESPONDENCE DATA**

Fax Number: (214)661-6876  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 214-953-5758  
Email: sborrelli@jw.com  
Correspondent Name: Sara K. Borrelli  
Address Line 1: 901 Main Street  
Address Line 2: Suite 6000  
Address Line 4: Dallas, TEXAS 75202

ATTORNEY DOCKET NUMBER: 130101.00005

**DOMESTIC REPRESENTATIVE**

Name: Sara K. Borrelli  
Address Line 1: 901 Main Street  
Address Line 2: Suite 6000  
Address Line 4: Dallas, TEXAS 75202

NAME OF SUBMITTER: Sara K. Borrelli

Signature: /sara k. borrelli/

Date: 07/30/2009

**Total Attachments: 10**

- source=Elitech Trademark Assignment#page1.tif
- source=Elitech Trademark Assignment#page2.tif
- source=Elitech Trademark Assignment#page3.tif
- source=Elitech Trademark Assignment#page4.tif
- source=Elitech Trademark Assignment#page5.tif
- source=Elitech Trademark Assignment#page6.tif
- source=Elitech Trademark Assignment#page7.tif
- source=Elitech Trademark Assignment#page8.tif
- source=Elitech Trademark Assignment#page9.tif
- source=Elitech Trademark Assignment#page10.tif

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is made effective as of July 2, 2009, by and among Nanogen, Inc., a Delaware corporation ("Nanogen"), Epoch Biosciences, Inc., a Delaware corporation and wholly-owned subsidiary of Nanogen ("Epoch"), Nanotronics, Inc., a California corporation and wholly-owned subsidiary of Nanogen ("Nanotronics" and, collectively with Nanogen and Epoch, the "Assignors" and each an "Assignor"), and Elitech Holding B.V., a corporation organized and existing under the laws of The Netherlands ("Assignee").

### PRELIMINARY STATEMENTS

A. Pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of May 13, 2009, as amended, by and among Assignors and Financière Elitech SAS, a société par actions simplifiée formed under the laws of France ("Elitech"), Assignors have agreed to transfer and assign unto Elitech all of Assignors' right, title and interest in and to certain assets and contracts of Assignors, and Assignee has agreed to assume certain obligations of Assignors.

B. Pursuant to notice delivered to Assignors dated June 29, 2009, Elitech designated Assignee as the Affiliate to receive all of the Purchased Intellectual Property not related to the Point of Care Business to be transferred to Elitech under the Purchase Agreement.

C. Pursuant to that certain Trademark Assignment Agreement (the "Trademark Agreement") dated as of July 2, 2009, attached hereto as Exhibit 1 and incorporated herein by reference, Assignors have transferred and assigned unto Assignee the entire right, title, and interest in and to those trademarks listed in Exhibit A to Exhibit 1 (the "Marks").

D. Pursuant to the terms and conditions of the Purchase Agreement, Assignors desire to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, their right, title and interest in and to those pending U.S. applications and those U.S. and foreign registrations for the Marks (the "Applications and Registrations") listed in Exhibit 2, attached hereto and incorporated by reference.

E. Capitalized terms not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Purchase Agreement.

### AGREEMENT


**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors do hereby assign, sell, transfer, and convey unto Assignee and its successors and assigns, Assignors' entire right, title, and interest in and to the Applications and Registrations, together with that part of the good will of Assignors' business connected with the use of and symbolized by the Marks and the registration thereof, in the United States and throughout the world, and the entire right, title, and interest in and to any and all claims and demands Assignors may have either at law or in equity arising out of past, present, or future infringement of the Marks, and including all common-law and other rights in the Marks.

Except to the extent that federal law preempts state law with respect to the matters covered by this Assignment, it will be governed by and construed under the laws of the State of Delaware, without regard to conflicts of laws principles that would require the application of any other law.

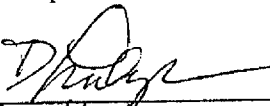
IN WITNESS WHEREOF, the parties to this Assignment have caused this Assignment to be duly executed as of the date first written above.

**ASSIGNORS:**


NANOGEN, INC.  
a Delaware corporation

By:   
Name: David Ludvigson  
Title: President + COO

EPOCH BIOSCIENCES, INC.  
a Delaware corporation

By:   
Name: David Ludvigson  
Title: President

NANOTRONICS, INC.  
a California corporation

By:   
Name: David Ludvigson  
Title: Director

**ASSIGNEE:**

ELITECH HOLDING BV  
a Netherlands company

By: \_\_\_\_\_  
Pierre Debais, President

Except to the extent that federal law preempts state law with respect to the matters covered by this Assignment, it will be governed by and construed under the laws of the State of Delaware, without regard to conflicts of laws principles that would require the application of any other law.

IN WITNESS WHEREOF, the parties to this Assignment have caused this Assignment to be duly executed as of the date first written above.

**ASSIGNORS:**

NANOGEN, INC.  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EPOCH BIOSCIENCES, INC.  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NANOTRONICS, INC.  
a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

ELITECH HOLDING BV  
a Netherlands company

By: \_\_\_\_\_  
Pierre Debiais, President

**EXHIBIT 1**

5562883v.2

**TRADEMARK**  
**REEL: 004034 FRAME: 0367**

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is made as of July 2, 2009, by and among Nanogen, Inc., a Delaware corporation ("Nanogen"), Epoch Biosciences, Inc., a Delaware corporation and wholly-owned subsidiary of Nanogen ("Epoch"), Nanotronics, Inc., a California corporation and wholly-owned subsidiary of Nanogen ("Nanotronics" and, collectively with Nanogen and Epoch, the "Assignors" and each an "Assignor"), and Elitech Holding B.V., a corporation organized and existing under the laws of The Netherlands ("Assignee").

### PRELIMINARY STATEMENTS

A. Pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of May 13, 2009, as amended, by and among Assignors and Financière Elitech SAS, a société par actions simplifiée formed under the laws of France ("Elitech"), Assignors have agreed to transfer and assign unto Elitech all of Assignors' right, title and interest in and to certain assets and contracts of Assignors, and Assignee has agreed to assume certain obligations of Assignors.

B. Pursuant to notice delivered to Assignors dated June 29, 2009, Elitech designated Assignee as the Affiliate to receive all of the Purchased Intellectual Property not related to the Point of Care Business to be transferred to Elitech under the Purchase Agreement.

C. Assignors are the owners of those marks now registered in the United States Patent and Trademark Office and/or other United States federal or state governmental agencies, as more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the "Marks").

D. Pursuant to the terms and conditions of the Purchase Agreement, Assignors desire to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, the Marks.

E. Capitalized terms not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Purchase Agreement.

### AGREEMENT


**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors do hereby assign, sell, transfer, and convey unto Assignee and its successors and assigns, Assignors' entire right, title, and interest in and to the Marks, together with that part of the good will of Assignors' business connected with the use of and symbolized by the Marks and the registration thereof, in the United States and throughout the world, and the entire right, title, and interest in and to any and all claims and demands Assignors may have either at law or in equity arising out of past, present, or future infringement of the Marks, and including all common-law and other rights in the Marks.

Except to the extent that federal law preempts state law with respect to the matters covered by this Assignment, it will be governed by and construed under the laws of the State of Delaware, without regard to conflicts of laws principles that would require the application of any other law.


IN WITNESS WHEREOF, the parties to this Assignment have caused this Assignment to be duly executed as of the date first written above.

**ASSIGNORS:**


NANOGEN, INC.  
a Delaware corporation

By:   
Name: David Ludvigson  
Title: President + COO

EPOCH BIOSCIENCES, INC.  
a Delaware corporation

By:   
Name: David Ludvigson  
Title: President

NANOTRONICS, INC.  
a California corporation

By:   
Name: David Ludvigson  
Title: Director

**ASSIGNEE:**

ELITECH HOLDING BV  
a Netherlands company

By: \_\_\_\_\_  
Pierre Debiais, President



IN WITNESS WHEREOF, the parties to this Assignment have caused this Assignment to be duly executed as of the date first written above.

**ASSIGNORS:**

NANOGEN, INC.  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EPOCH BIOSCIENCES, INC.  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

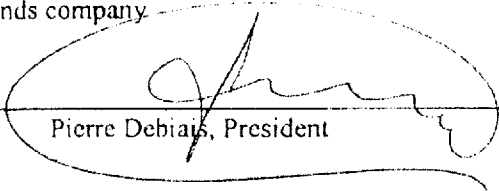
NANOTRONICS, INC.  
a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

ELITECH HOLDING BV  
a Netherlands company

By: \_\_\_\_\_

  
Pierre Debiais, President

**EXHIBIT A  
TO  
TRADEMARK ASSIGNMENT**

- Nanogen

Molecular Diagnostics

- MGB Alert
- PCR Alert
- Q-PCR Alert
- MGB Eclipse
- Super A
- Super G
- Super T
- Super N
- Aquaphluor
- Redmond Red
- Yakima Yellow

Other/Microarray

- NanoChip
- Assay Toolbox
- Assay Blueprint

**EXHIBIT 2**

**Pending U.S. Trademark Applications**

<u>Mark:</u>	<u>Application Serial No.:</u>
AQUAPHLUOR	77/368,863
SUPER N	78/882,942

**U.S. Trademark Registrations**

<u>Mark:</u>	<u>Registration No.:</u>
ASSAY BLUEPRINT	3090342
ASSAY TOOLBOX	2917828
MGB ALERT	3184945
NANOGEN	2170623
NANOGEN	2306068
NANOGEN	2220931
ECLIPSE	2817155
MGB ECLIPSE	2959330
SUPER A	3027814
SUPER T	3027816
SUPER G	3027815
REDMOND RED	3185040
YAKIMA YELLOW	3185039

**Foreign Trademark Registrations**

<u>Mark:</u>	<u>Country:</u>	<u>Registration No.:</u>
MGB ALERT	European Community	005236765
NANOGEN	Australia	714,556
NANOGEN	Australia	746,488
NANOGEN	Brazil	828921369
NANOGEN	Canada	541,783
NANOGEN	Canada	541,625
NANOGEN	China	1974194
NANOGEN	China	1249382

NANOGEN	European Community	000321281
NANOGEN	European Community	000665349
NANOGEN	Japan	4130214
NANOGEN	Japan	4672076
NANOGEN	Japan	4229984
NANOGEN	Korea	386640
NANOGEN	Korea	4344608
NANOGEN	New Zealand	265507
NANOGEN	New Zealand	283638
NANOGEN	Switzerland	443200
NANOGEN	Switzerland	468409
NANOGEN	Liechtenstein	9924
PCR-ALERT	European Community	005778485
Q-PCR ALERT	European Community	005778791
MGB ECLIPSE	European Community	003137437
SUPER A	European Community	004308821
SUPER T	European Community	004308888
SUPER G	European Community	004308847