

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nanogen, Inc.		07/02/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DxCon, Inc.		
<b>Street Address:</b>	10398 Pacific Center Court		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92121		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77381213	VYENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)983-3115		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212 935 3000		
<b>Email:</b>	cbaker@mintz.com		
<b>Correspondent Name:</b>	Christine M. Baker, Esq.		
<b>Address Line 1:</b>	666 Third Avenue		
<b>Address Line 2:</b>	Mintz Levin Cohn Ferris Glovsky & Popeo		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	37610-408		
<b>NAME OF SUBMITTER:</b>	Christine M. Baker		
<b>Signature:</b>	/cmbaker/		
<b>Date:</b>	08/18/2009		

CH \$40.00 77381213

Total Attachments: 4

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## 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 DxCon, Inc., a Delaware corporation ("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 that certain Designation and Partial Assignment of Rights dated as of June 26, 2009 ( the "Designation and Partial Assignment"), Elitech designated Assignee to receive from Assignors under the Purchase Agreement all assets related to the Point of Care Business described under Section 2.1 of 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 and the Designation and Partial Assignment, 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

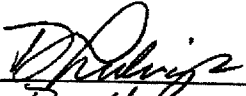
**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors do hereby assign, sell, transfer, and convey unto Assignee and its successors and assigns, Assignors' entire right, title, and interest in and to the Marks, together with that 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.

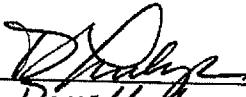
IN WITNESS WHEREOF, the parties to this Assignment have caused this Assignment to be duly executed as of the date first written above.

**ASSIGNORS:**


NANOGEN, INC.  
a Delaware corporation

By:   
Name: David Lundquist  
Title: President + COO

EPOCH BIOSCIENCES, INC.  
a Delaware corporation

By:   
Name: David Lundquist  
Title: President

NANOTRONICS, INC.  
a California corporation

By:   
Name: David Lundquist  
Title: Director

**ASSIGNEE:**

DXCON, INC.

By: \_\_\_\_\_  
William G. Gerber  
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:**

DXCON, INC.

By: William G. Gerber  
William G. Gerber  
President

**EXHIBIT A  
TO  
TRADEMARK ASSIGNMENT**

Point of Care Diagnostics

- Cardiac STATus
- Tox STATus
- Vyent
- Nexus Dx
- Decision Point Diagnostics
- i-Lynx