

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
RECEIVING PARTY DATA			
Name:	DXCON, INC.		
Street Address:	10398 Pacific Center Court		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77381195	VYENT	
CORRESPONDENCE DATA			
Fax Number:	(949)725-4100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(949)725-4043		
Email:	amina@sycr.com		
Correspondent Name:	Arnold V. Mina		
Address Line 1:	660 Newport Center Drive, Suite 1600		
Address Line 2:	Stradling Yocca Carlson & Rauth		
Address Line 4:	Newport Beach, CALIFORNIA 92660		
ATTORNEY DOCKET NUMBER:	101511-0000/VYENT DESIGN		
NAME OF SUBMITTER:	Arnold V. Mina		
Signature:	/Arnold V. Mina/		
Date:	11/03/2009		

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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

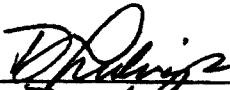
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors do hereby assign, sell, transfer, and convey unto Assignee and its successors and assigns, Assignors' entire right, title, and interest in and to the Marks, together with that part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

EPOCH BIOSCIENCES, INC.
a Delaware corporation

By: 
Name: David Lundberg
Title: President

NANOTRONICS, INC.
a California corporation

By: 
Name: David Lundberg
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