

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:	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: 2			
Property Type	Number	Word Mark	
Registration Number:	2481476	NANOCHIP	
Registration Number:	2528493	NANOCHIP	
CORRESPONDENCE DATA			
Fax Number:	(212)391-0525		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-278-0400		
Email:	wmiller@cooperdunham.com		
Correspondent Name:	Wendy E. Miller c/o Cooper & Dunham LLP		
Address Line 1:	30 Rockefeller Plaza, 20th Floor		
Address Line 4:	New York, NEW YORK 10112		
ATTORNEY DOCKET NUMBER:	0031-82698		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			

CH \$65.00 2481476

900187089

**TRADEMARK
 REEL: 004502 FRAME: 0354**

Address Line 4:

NAME OF SUBMITTER:

Wendy E. Miller

Signature:

/Wendy E. Miller/

Date:

03/22/2011

Total Attachments: 10

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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 Ludvigsson
Title: President + COO

EPOCH BIOSCIENCES, INC.
a Delaware corporation

By: 
Name: David Ludvigsson
Title: President

NANOTRONICS, INC.
a California corporation

By: 
Name: David Ludvigsson
Title: Director

ASSIGNEE:

ELITECH HOLDING BV
a Netherlands company

By: _____
Pierre Debais, President

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ASSIGNORS:

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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

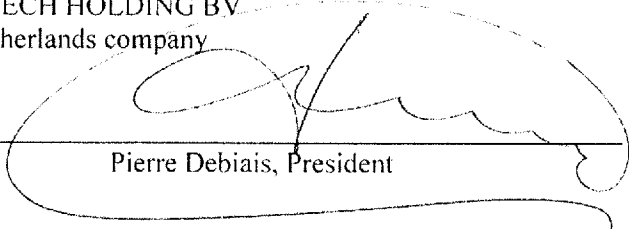
By:  _____
Pierre Debiais, President

EXHIBIT 1

5562883v.2

TRADEMARK
REEL: 004502 FRAME: 0359

TRADEMARK ASSIGNMENT AGREEMENT

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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.

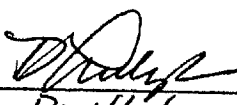
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a Delaware corporation

By: 
Name: David Ludvigson
Title: President + COO

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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

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Name: _____
Title: _____

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a Delaware corporation

By: _____
Name: _____
Title: _____

NANOTRONICS, INC.
a California corporation

By: _____
Name: _____
Title: _____

ASSIGNEE:

ELITECH HOLDING BV
a Netherlands company

By: _____
Pierre Debials, 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