

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
NeoGenomics, Inc.		08/23/2011	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	NeoGenomics Laboratories, Inc.		
Street Address:	12701 Commonwealth Drive, Suite 9		
City:	Fort Myers		
State/Country:	FLORIDA		
Postal Code:	33913		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85323988	NEOFISH	
Serial Number:	85324005	NEOFLOW	
Registration Number:	3251678	NEOGENOMICS	
CORRESPONDENCE DATA			
Fax Number:	(239)261-0057		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	239-262-1001		
Email:	usptomail@whitelawfirm.com		
Correspondent Name:	Jennifer L. Whitelaw		
Address Line 1:	3838 Tamiami Trail North, Suite 310		
Address Line 4:	Naples, FLORIDA 34103		
NAME OF SUBMITTER:	Jennifer L. Whitelaw		
Signature:	/JENNIFER L. WHITELAW/		
Date:	08/25/2011		
Total Attachments: 2			
source=Executed Assignment NeoGenomics, Inc. to NeoGenomics Laboratories, Inc. 8-23-11#page1.tif			
source=Executed Assignment NeoGenomics, Inc. to NeoGenomics Laboratories, Inc. 8-23-11#page2.tif			

OP \$90.00 85323988

TRADEMARK ASSIGNMENT

THIS AGREEMENT ("Assignment") is made on the date set forth below by and between NeoGenomics Laboratories, Inc., 12701 Commonwealth Drive, Suite 9, Fort Myers, Florida, 33913, a corporation organized under the laws of the State of Florida ("ASSIGNEE") and NeoGenomics, Inc., 12701 Commonwealth Drive, Suite 9, Fort Myers, Florida 33913, a corporation organized under the laws of the State of Nevada ("ASSIGNOR").

Whereas, Assignor has an ongoing and existing business associated with, among other things, the marks of the applications set forth in **Exhibit 1** (hereinafter the "Marks"); and

Whereas, Assignee is the successor of the said ongoing and existing business associated with the Marks listed in **Exhibit 1**, the parties agree as follows:

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignor hereby irrevocably sells, grants, conveys, assigns and sets over to Assignee, and all of Assignee's successors and assigns, all of Assignor's right, title and interest, including without limitation, the goodwill of the business associated with each and all of the Marks.

Assignor represents and warrants that it is the exclusive owner of the Marks, and has full right and authority to make this assignment, and that this assignment is free of any encumbrances, liens, judgments, security interests, disputes, licenses, claims or actions, and liabilities with respect to the Marks.

Assignor agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the intents and purposes of this Assignment.

EFFECTIVE DATE OF ASSIGNMENT: August 23, 2011

NeoGenomics, Inc. (ASSIGNOR)

NeoGenomics Laboratories, Inc. (ASSIGNEE)

[Signature]
Signature of Authorized Agent

[Signature]
Signature of Authorized Agent

Steven C. Jones, EVP-Finance
Print name and Title

George Cardna CFO
Print name and Title

EXHIBIT 1

UNITED STATES PENDING APPLICATIONS

- | | |
|------------|---------------------|
| 1. NeoFISH | Serial No. 85323988 |
| 2. NeoFLOW | Serial No. 85324005 |

UNITED STATES REGISTRATION

- | | |
|----------------|------------------|
| 1. NEOGENOMICS | Reg. No. 3251678 |
|----------------|------------------|