

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dutchess Private Equities Fund, LTD		04/25/2009	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	DNA Investors, LLC
Street Address:	10730 SE Kimberly Ct.
City:	Happy Valley
State/Country:	OREGON
Postal Code:	97086
Entity Type:	LIMITED LIABILITY COMPANY: OREGON

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3173007	DNAPRINT
Registration Number:	3400435	ANCESTRYBYDNA

CORRESPONDENCE DATA

Fax Number: 2163485474  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: ip@mcdonaldhopkins.com  
 Correspondent Name: David B. Cupar  
 Address Line 1: 600 Superior Ave  
 Address Line 2: Suite 2100  
 Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	33014-00031
NAME OF SUBMITTER:	David B. Cupar

Signature:	/David B. Cupar/
Date:	10/24/2012
Total Attachments: 9 source=DPE to DNAI#page1.tif source=DPE to DNAI#page2.tif source=DPE to DNAI#page3.tif source=DPE to DNAI#page4.tif source=DPE to DNAI#page5.tif source=DPE to DNAI#page6.tif source=DPE to DNAI#page7.tif source=DPE to DNAI#page8.tif source=DPE to DNAI#page9.tif	

## SECURITIES PURCHASE AGREEMENT

This SECURITIES PURCHASE AGREEMENT (this "Agreement") is dated as of April 25, 2009 by and between DNA Investors, LLC, a Delaware limited liability company ("Purchaser") and Dutchess Private Equities Fund, Ltd., a Cayman Islands exempted company ("Seller").

### RECITALS

WHEREAS, the Sellers are the registered and beneficial owners of the securities issued by DNAPrint Genomics, Inc. a Utah corporation (the "Company") described in Article I below,

WHEREAS, the Purchaser wishes to purchase the Securities (as defined below) from the Seller and the Seller wishes to sell the Securities to the Purchaser,

WHEREAS, The Purchaser wishes to purchase the common stock of the Company (as defined below) from the Seller and the Seller wishes to sell the common stock of the Company to the Purchaser,

WHEREAS, The Seller is in possession of substantially all of the assets of the Company pursuant to its rights under the Security Agreement dated March 6, 2006 and the subsequent notice to the Company as outlined in the letter March 2, 2009 from Seller to Company,

WHEREAS, the Company is aware of this transaction and agrees not to hinder the transfer of the Securities, as defined below, in any form or manner.

### AGREEMENT

NOW THEREFORE, in consideration of the foregoing, and for the other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, on the terms and subject to the conditions set forth herein, the parties hereby agree as follows:

### ARTICLE I PURCHASE OF SECURITIES

Section 1.01 Purchase and Sale of Securities. Upon the terms and subject to the conditions set forth in this Agreement, and in reliance on the representations and warranties of the Purchaser and Seller contained herein, the Seller shall sell to the Purchaser, and the Purchaser shall purchase from the Seller the Purchaser's notes, convertible debentures and other form of debt that is owed to Purchaser by the Company, as more fully detailed on Exhibit A attached hereto (the "Securities"), free and clear of any and all liens, claims, options, charges, pledges, security interests, deeds of trust, voting agreements, shareholder agreements, voting trusts,

encumbrances, rights or restrictions of any nature ("Claims"), for total consideration of one hundred and fifty thousand dollars (\$150,000.00) (the "Securities Purchase Price").

Section 1.02 Purchase of the Common Stock. The Seller shall sell to the Purchaser, and the Purchaser shall purchase from the Seller the Purchaser's 24,577,966 shares of common stock of the Company, as more fully detailed on Exhibit A attached hereto (the "Common Stock"), free and clear of any and all liens, claims, options, charges, pledges, security interests, deeds of trust, voting agreements, shareholder agreements, voting trusts, encumbrances, rights or restrictions of any nature ("Claims"), for total consideration of seven thousand three hundred and seventy-three dollars (\$7,373.00) (the "Securities Purchase Price").

Section 1.03 Closing. The closing for the purchase and sale of the Securities and Common Stock (the "Closing") shall take place on April 25, 2009 at 10:00 a.m. (ET) on the date hereof.

## ARTICLE II SELLER DELIVERABLES

Section 2.01 Delivery of Securities. At the Closing, the Seller shall deliver to the Purchaser, original copies of all the Securities purchased pursuant to this Agreement against payment by the Purchaser.

Section 2.03 Delivery of Common Stock. Within twenty (20) day after Closing, the Seller shall deliver to Purchaser such certificates evidencing the Common Stock which shall be duly endorsed in blank for transfer or accompanied by an irrevocable security transfer power of attorney duly executed in blank, in either case by the holder of record thereof. The Purchaser acknowledges that the Common Stock is held by the Seller at the clearing house of their prime broker, and that there may be delays out of the control of the Seller to deliver the Common Stock in a timely manner but will use all commercially reasonable best efforts to have the Common Stock delivered within the time frame specified in this Section.

Section 2.04 Further Deliveries of Seller. Seller shall use all commercially reasonable best efforts to deliver any information requested by DNAI on any assets in possession of the Seller ("Seized Assets") within ten (10) days of written request by DNAI.

## ARTICLE III PURCHASER DELIVERABLES

Section 3.01 At the Closing, the Purchaser shall deliver to the Seller the Securities Purchase Price and Common Stock Purchase Price.

Section 3.02 Further Deliveries of Purchaser. Purchaser shall use all commercially reasonable best efforts to deliver any information including by not limited to: maintenance records, user manuals, etc, requested by Seller for any the Seized Assets within ten (10) days of written request by Seller.

Handwritten signatures and initials, including the number '176' and a signature that appears to be 'JG'.

ARTICLE IV  
REPRESENTATIONS AND WARRANTIES AND COVENANTS OF THE SELLER

Section 4.01 Right to Sell. Seller is the sole and beneficial owner of the Securities and Common Stock has the exclusive right to dispose of the Securities and Common Stock, free and clear of any and all Claims.

Section 4.02 No Brokers. The Seller has no contract, arrangement or understanding with any broker, finder, investment bank, financial intermediary or similar agent with respect to any of the transactions contemplated by this Agreement.

Section 4.03 Power and Authority. The Seller has all limited partnership power and authority to execute and deliver this Agreement and any and all instruments necessary or appropriate in order to perform their obligations under this Agreement.

Section 4.04 No Conflicts. The execution and delivery by the Seller of this Agreement and the performance of its obligations hereunder, will not violate any provision of its partnership agreements or any other organizational documents or any provisions of any indentures, agreements or other instruments to which they are bound, or conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such indentures, agreements or other instruments.

Section 4.05 Confidential Information. Seller shall not copy, transfer or retain any information considered confidential on the Seized Assets.

ARTICLE V  
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PURCHASER

The Purchaser represents and warrants to the Seller, as of the date of this Agreement that:

Section 5.01 Sophisticated Purchaser; Limited Access to Information; No Other Representations.

(a) The Purchaser is an "accredited investor" within the definition contained in Rule 501(a) under the Securities Act of 1933, as amended (the "Securities Act"), and is acquiring the Securities for its own account, for investment, and not with a view to, or for sale in connection with, the distribution thereof or of any interest therein. The Purchaser has adequate net worth and means of providing for its current needs and contingencies and is able to sustain a complete loss of the investment in the Securities, and has no need for liquidity in such investment. The Purchaser, itself or through its officers, employees or agents, has sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment such as an investment in the Securities, and the Purchaser, either alone or through its officers, employees or agents, has evaluated the merits and risks of the investment in the Securities.

(b) The Purchaser acknowledges that the Seller may possess material nonpublic information concerning the Company not known to the Purchaser (the "Excluded Information"), including information as to historical and future financial performance.



capital expenditures, business strategy, financing activities, litigation and other potentially significant matters, which information Seller may have received from the Company on a confidential basis or otherwise with respect to which affiliates of Seller may have fiduciary obligations. The Excluded Information may or may not be material, may or may not have been publicly disclosed by or on behalf of the Company, and may or may not be available to the Purchaser from sources other than the Company or Seller.

(c) The Purchaser acknowledges and agrees that it is purchasing the Securities hereunder based upon its own inspection, examination and determination with respect thereto as to all matters, and without reliance upon any express or implied representations or warranties of any nature, whether in writing, orally or otherwise, made by or on behalf of or imputed to Seller, except as expressly set forth in Article IV of this Agreement.

(d) The Purchaser, on behalf of Purchaser and Purchaser's directors, officers, trustees, shareholders, employees, beneficiaries, attorneys, agents, representatives, partners, limited partners, members, affiliates, successors and assigns (collectively the "Purchaser Parties"), hereby:

Section 5.02. The Purchaser understands that (i) the Securities have not been registered under the Securities Act, (ii) the Securities may not be transferred by the Purchaser to any Person unless the transaction in which they are transferred is registered under the Securities Act or is exempt from such registration requirements, (iii) the Securities will bear a legend to such effect and (iv) the Company will make a notation on its transfer books to such effect. The Purchaser also understands that, as an "affiliate" (as defined in the Securities Act) of the Company, Sellers are conveying restricted securities to Purchaser. Therefore, Purchaser will start a new holding period under Rule 144 of the Securities Act, and will be subject to certain limitations on transfer on subsequent sales of the Securities.

Section 5.03. The Purchaser has no contract, arrangement or understanding with any broker, finder, investment bank, financial intermediary or similar agent with respect to any of the transactions contemplated by this Agreement.

Section 5.04. This Agreement has been duly authorized, executed and delivered by the Purchaser and constitutes a valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms, except to the extent that enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

Section 5.05. The Purchaser has all requisite limited liability company power and authority to execute and deliver this Agreement and any and all instruments necessary or appropriate in order to perform its obligations under this Agreement.

Section 5.06. The execution and delivery by the Purchaser of this Agreement and the performance of its obligations hereunder, will not violate any provision of its operating agreement or any other organizational document or any provision of any indenture, agreement or other instrument to which it is bound, or conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument.



Section 5.08 Release. Purchaser and Seller shall execute and deliver a release in a form reasonably acceptable to the Seller. Purchaser and Company release all claims, for which this transaction will be included, its respective owners and affiliated entities, its predecessor or successor entities, parent entities, subsidiary entities, affiliates, heirs, successors, assigns, agents, servants and employees from all claims that Purchaser may have against the Seller.

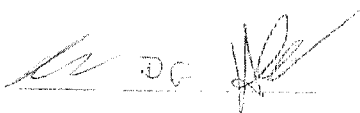
Section 5.09 Seized Assets. The Purchaser hereby acknowledges that the Seller, pursuant to that certain letter delivered to the Company by the Seller dated March 2, 2009, is in possession of substantially all of the Company's assets, excluding only those specific tangible assets currently located in the Company's Sarasota office located at 1621 W University Pkwy Sarasota, FL 34243 (the "Excluded Assets"). The Purchaser shall have full right to those Excluded Assets. The Purchaser and the Company agree not to interfere with the sale of any of the Seized Assets by the Seller.

#### ARTICLE VI MISCELLANEOUS PROVISIONS

Section 5.01 Governing Law; Specific Performance. This Agreement shall be construed and enforced in accordance with and governed by the laws of the Commonwealth of Massachusetts, even where principles of conflict of laws would require the application of law of a different State or other jurisdiction. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached.

Section 5.02 Consent to Jurisdiction; Waiver of Jury Trial. The parties agree that jurisdiction and venue in any action brought by any party pursuant to this Agreement, any related documents or the transactions contemplated hereby or thereby shall lie exclusively in any federal or state court located in the Commonwealth of Massachusetts. By execution and delivery of this agreement, each party irrevocably submits to the exclusive jurisdiction of such courts for itself and in respect of its property with respect to such action. The parties irrevocably agree that venue would be proper in such court, and hereby waive any objection that such court is an improper or inconvenient forum for the resolution of such action. The parties further agree that the mailing by certified or registered mail, return receipt requested, of any process required by any such court shall constitute valid and lawful service of process against them, without necessity for service by any other means provided by statute or rule of court.

EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH OF THE PARTIES HERETO HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE



TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6.02.

Section 6.03 Entire Agreement. This Agreement, together with all of the schedules thereto, constitute entire agreements of the parties with respect to the subject matters hereof and thereof and supersede all prior agreements and understandings, both oral and written, between the parties with respect to the subject matters hereof and thereof.

Section 6.04 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 6.04 Amendments. This Agreement may be amended only by a written instrument signed by Purchaser and the Sellers.

Section 6.05 Severability. If any provision of this Agreement shall be declared void or unenforceable by any judicial or administrative authority, the validity of any other provision and of the entire Agreement shall not be affected thereby.

Section 6.06 Principles of Construction.

(a) The headings in this Agreement are provided for convenience and do not affect its meaning. When used in this Agreement, the words "include," "includes" and "including" are to be read as if they were followed by the phrase "without limitation." Unless specified otherwise in this Agreement, any reference to an agreement means that agreement as amended or supplemented, subject to any restrictions on amendment contained in the applicable agreement. Unless specified otherwise, any reference to a statute or regulation means that statute or regulation as amended or supplemented from time to time and any corresponding provisions of successor statutes or regulations. If any date specified in this Agreement as a date for taking action falls on a day that is not a business day, then that action may be taken on the next business day. Unless specified otherwise, the words "party" and "parties" refer only to a named party to this Agreement.

(b) The parties have participated jointly with their respective counsel in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if drafted jointly by the parties and there is to be no presumption or burden of proof favoring or disfavoring any party because of the authorship of any provision of this Agreement.

*[signature page follows]*






IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the first date written above.


SELLERS:

Dutchess Private Equities Fund, Ltd.

By:   
Name: Douglas Longfellow  
Title: President


PURCHASERS:

DNA Investors, LLC

By:   
Name: Daniel Gannon  
Title: Manager

Company:

DNA Print Genomics, Inc.

By:   
Name: Richard Caputo  
Title: Director

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Addendum

This Addendum ("Addendum") is to the Securities Purchase Agreement ("SPA"), dated April 25, 2009, between DNA Investors, LLC, a Delaware limited liability company, ("Purchaser") and Dutchess Private Equities Fund, Ltd., a Cayman Islands exempted company, ("Seller").

WHEREAS, the Purchaser and Seller wish to revise and clarify the SPA by adding this Addendum to the SPA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the SPA, and for other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, and intending to be legally bound, Purchaser and Seller hereby stipulate and agree as follows:

The Purchaser and Seller agree and affirm that the assets and rights that Seller conveyed, transferred, sold, assigned, and delivered to Purchaser under the SPA on April 25, 2009, include, but are not limited to: (a) the March 13, 2006, Security Agreement between Seller and DNAPrint Genomics, Inc. (the "Security Agreement") and all of Seller's rights thereunder; and (b) all of the intellectual property assets, including all U.S. and foreign patents, patent applications, registered trademarks and trademark applications, all of which were identified as "Collateral" under the Security Agreement that Seller seized, foreclosed upon, or otherwise took ownership of prior to the effective date of the SPA.

By Dutchess:



Signature

Douglas Leighton

Printed Name

Director

Title

10/18/12

Date

By DNA Investors LLC:



Signature

Dan Gannon

Printed Name

Managing Member

Title

10-18-2012

Date

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