

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM391536

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Response Genetics, Inc.		10/09/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cancer Genetics, Inc.		
Street Address:	201 Route 17 North, 2nd Floor		
Internal Address:	Meadows Office Complex		
City:	Rutherford		
State/Country:	NEW JERSEY		
Postal Code:	07070		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3970898	BECAUSE EVERYONE HAS A DIFFERENT RESPONS	
Registration Number:	3886876	KRAS IS ONLY HALF THE EQUATION	
Registration Number:	2800637		
Registration Number:	2800718	RESPONSE GENETICS	
Registration Number:	4769389	RESPONSE GENETICS	
Registration Number:	4376661	RESPONSEDX	
Registration Number:	4035760	RESPONSEDX	
Registration Number:	4067404	RESPONSEDX: COLON	
Registration Number:	4154436	RESPONSEDX: GASTRIC	
Registration Number:	4035279	RESPONSEDX: LUNG	
Registration Number:	4207164	RESPONSEDX: MELANOMA	
Registration Number:	4769530	RESPONSEDX: TISSUE OF ORIGIN	
Registration Number:	3811603	THE RIGHT THERAPY FOR EACH PATIENT THE F	
CORRESPONDENCE DATA			
Fax Number:	2029068669		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202.906.8790		

CH \$340.00 3970898

Email:	smckeon@dykema.com, ipmail@dykema.com, efingerhut@dykema.com
Correspondent Name:	Shannon Marie McKeon
Address Line 1:	1301 K Street, N.W., Suite 1100 West
Address Line 2:	Dykema Gossett PLLC
Address Line 4:	Washington, D.C. 20005

NAME OF SUBMITTER:	Shannon Marie McKeon
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SIGNATURE:	/Shannon Marie McKeon/
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DATE SIGNED:	07/15/2016
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Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement"), dated October 9, 2015, by and between **RESPONSE GENETICS, INC.**, a Delaware corporation and Chapter 11 Debtor and Debtor in Possession ("Assignor"), and **CANCER GENETICS, INC.**, a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignees are parties to that certain Amended and Restated Asset Purchase Agreement, dated as of August 14, 2015 (as amended, supplemented or otherwise modified from time to time, the "Asset Purchase Agreement"); and

WHEREAS, pursuant to and subject to the terms and provisions of the Asset Purchase Agreement, Assignor desires to transfer, assign, convey and deliver to Assignee all of Assignor's right, title and interest in and to the trademarks and/or service marks shown on Schedule A hereto, including without limitation its interest in and to all applications and registrations therefor and all goodwill associated therewith (the "Trademarks"); and

WHEREAS, pursuant to and subject to the terms and provisions of the Asset Purchase Agreement, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in, to and under the Trademarks.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, all of Assignor's right, title and interest in, to and under the Trademarks in the United States and throughout the world, all causes of action for any and all past infringements or other violations of the rights being assigned, and the right to collect and retain any proceeds therefrom.

2. Asset Purchase Agreement. This Agreement is delivered pursuant to Section 1.6(e) of the Asset Purchase Agreement. Notwithstanding anything to the contrary contained in this Agreement, nothing contained herein shall be deemed to (i) limit, expand, restrict or modify in any manner the rights, disclaimers, limitations, acknowledgments and obligations of the parties under the Asset Purchase Agreement or (ii) constitute a waiver or release by either party to the Asset Purchase Agreement of any of their liabilities, duties, acknowledgments, disclaimers, or obligations imposed on the other party to the Asset Purchase Agreement.

3. Binding Effect; Assignment; Successors and Assigns. This Agreement shall apply to, be binding in all respects upon and inure to the benefit of the parties and their respective successors, administrators and permitted assigns. A successor to Assignor shall include Assignor as a reorganized debtor. No assignment of this Agreement or of any rights or

obligations hereunder may be made by any party (by operation of Law or otherwise) without the prior written consent of Assignee and Assignor and any attempted assignment without the required consents shall be void. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their respective successors, administrators and permitted assigns.

4. Amendment. This Agreement may be amended, modified, supplemented or changed, and any provision hereof can be waived, only by written instruments duly executed by all of the parties hereto.

5. Execution in Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one (1) and the same agreement. Each counterpart may be delivered by facsimile transmission or electronic transmission in portable document format, or retransmission of the same, which transmission or retransmission shall be deemed to be delivery of an originally executed document.


6. Governing Law; Jurisdiction; Consent to Service of Process. This Agreement and any disputes arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Delaware without regard to the conflict of law principles thereof. Without limiting any party's right to appeal any Order of the Bankruptcy Court, (a) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby and (b) any and all Claims related to the foregoing shall be filed and maintained in accordance with Sections 4.10, 8.3, 8.8, 8.15 and 8.18 of the Asset Purchase Agreement.

7. Conflicting Terms. Notwithstanding anything herein to the contrary, the provisions of this Agreement shall be subject to the provisions of the Asset Purchase Agreement, and if to the extent they are inconsistent, the provisions of the Asset Purchase Agreement shall be controlling in all respects.

8. Further Assurances. Subject always to the provisions and limitations of Section 4.5 of the Asset Purchase Agreement, Assignor shall from time to time, from and after the date hereof, do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents, assurances and things as the other may reasonably require from time to time for the purpose of giving effect to any of the provisions of this Agreement.

[Signature page follows]

SCHEDULE A
TRADEMARKS

Jurisdiction	Mark	Reg. No.	Reg. Date
United States	BECAUSE EVERYONE HAS A DIFFERENT RESPONSE	3,970,898	5/31/2011
United States	KRAS IS ONLY HALF THE EQUATION	3,886,876	12/7/2010
United States		2,800,637	12/30/2003
United States	RESPONSE GENETICS	2,800,718	12/30/2003
United States		4,769,389	7/7/2015
United States	RESPONSEDX	4,376,661	7/30/2013
United States	RESPONSEDX	4,035,760	10/4/2011
United States	RESPONSEDX: COLON	4,067,404	12/6/2011
United States	RESPONSEDX: GASTRIC	4,154,436	6/5/2012
United States	RESPONSEDX: LUNG	4,035,279	10/4/2011
United States	RESPONSEDX: MELANOMA	4,207,164	9/11/2012
United States	RESPONSEDX: TISSUE OF ORIGIN	4,769,530	7/7/2015
United States	THE RIGHT THERAPY FOR EACH PATIENT THE FIRST TIME	3,811,603	6/29/2010
Australia	RESPONSEDX	A1257138	12/7/2009
Australia	RESPONSEDX: COLON	1260932	10/26/2009
Australia	RESPONSEDX: LUNG	1260931	10/26/2009
China	RESPONSEDX	6976148	7/21/2010
China	RESPONSEDX	6976264	5/28/2010
China	RESPONSEDX	6976149	10/7/2010
European Union	RESPONSEDX	007180003	5/20/2009
European Union	RESPONSSDX: COLON	007227416	9/25/2009
European Union	RESPONSEDX: LUNG	007227408	6/16/2009
India	RESPONSEDX	1726072	3/31/2010
Israel	RESPONSEDX	214412	4/14/2010
Israel	RESPONSEDX	214413	4/14/2010
Israel	RESPONSEDX	214415	4/14/2010
Israel	RESPONSEDX	214416	4/14/2010
Israel	RESPONSEDX: COLON	214421	6/3/2010
Israel	RESPONSEDX: COLON	214422	6/3/2010
Israel	RESPONSEDX: COLON	214423	6/3/2010
Israel	RESPONSEDX: COLON	214424	6/3/2010
Israel	RESPONSEDX: LUNG	214417	6/3/2010
Israel	RESPONSEDX: LUNG	214418	6/3/2010
Israel	RESPONSEDX: LUNG	214419	6/3/2010
Israel	RESPONSEDX: LUNG	214420	6/3/2010
Japan	RESPONSEDX	5307171	3/5/2010

Japan	RESPONSEDX: COLON	5307173	3/5/2010
Japan	RESPONSEDX: LUNG	5307172	3/5/2010
Mexico	RESPONSEDX	1068096	10/22/2008
Mexico	RESPONSEDX	1113395	7/31/2009
Mexico	RESPONSEDX	1068097	10/22/2008
Mexico	RESPONSEDX	1147778	3/10/2010
New Zealand	RESPONSEDX	794378	2/25/2010
New Zealand	RESPONSEDX	808207	6/19/2009
South Korea	RESPONSEDX	45-0030267	2/2/2010
South Korea	RESPONSEDX: COLON	45-0030345	2/10/2010
South Korea	RESPONSEDX: LUNG	45-0030344	2/10/2010
Taiwan	RESPONSEDX	1382911	10/16/2009

TRADEMARK APPLICATIONS

Jurisdiction	Mark	App. No.	App. Date
China	RESPONSEDX	10005115	9/26/2011