

CONSENT TO USE AND REGISTRATION

This CONSENT AGREEMENT ("Consent") is made as of May 29, 2013 between Illumina, Inc. of 5200 Illumina Way, San Diego, California 92122 ("Applicant") and Lucigen Corporation of 2905 Parmenter Street, Middleton, Wisconsin 53562 ("Registrant") (individually or collectively, the "Party" or "Parties").

WHEREAS, Registrant is the owner of U.S. Reg. No. 4197857 for the mark NXSEQ for various reagent goods in International Class 1, a record of which is attached as Exhibit A; and,

WHEREAS, Applicant is the owner of U.S. Serial No. 85568711 for the mark NEXTSEQ for various equipment and instruments in Class 9, a record of which is attached as Exhibit B.

NOW, THEREFORE, for good and valuable consideration, the receipt of which Registrant expressly acknowledges, Registrant hereby consents to the use and registration of Applicant's mark on the terms and conditions set forth hereafter:

(1) In addition to the goods listed in Reg. No. 4197857 for the mark NXSEQ, Lucigen uses or intends to use the mark NXSEQ in connection with similar goods in veterinary and human diagnostics, as well as liquid handling robots to process the goods listed in Reg. No. 4197857.

(2) In addition to the goods listed in application Serial No. 85568711 for the mark NEXTSEQ, Illumina uses or intends to use the mark NEXTSEQ in connection with clinical, genetic and specialized tests associated with NEXTSEQ scientific and clinical diagnostic instruments.

(3) Registrant and Applicant agree that the respective Parties' marks, as well as the goods in connection with which they are either used or intended to be used, as set out in their respective registration and application and as further set out at clauses (1) and (2) above, are sufficiently different to avoid confusion as to either source of origin or sponsorship. Specifically, the respective goods under this Agreement:

- (a) are not competitive;
- (b) are used for different and distinct purposes;
- (c) are marketed differently and Illumina's goods are only sold through direct sales;
- (d) are marketed to unique scientific and clinical instrument buyers;
- (e) sell for very different price points with Illumina's goods being very expensive and Lucigen's goods being relatively inexpensive; and,

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(f) the relevant consumers are sophisticated.

(4) Applicant hereby recognizes and acknowledges Registrant's right, title and interest in and to Registrant's mark as well as any application or registration therefor that conform to this agreement, and will not in any way, directly or indirectly, do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of said right, title and interest.

(5) Registrant hereby recognizes and acknowledges Applicant's right, title and interest in and to Applicant's mark, as well as any application or registration therefor that conforms to this agreement, and will not in any way, directly or indirectly, do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of said right, title and interest.

(6) Registrant and Applicant acknowledge that, to date, no instance of actual confusion has been brought to the attention of either Party. Nevertheless, the Parties agree to employ their best efforts to use their respective marks in a manner that does not cause actual confusion as to either source of origin or sponsorship. If, despite the Parties' best efforts, such actual confusion shall be brought to the attention of either Registrant and Applicant, the Party receiving such notice shall take significant steps to independently mitigate or correct such actual confusion, including, by way of example, corresponding with the confused consumer to explain the independence of the Parties and their respective marks and goods or providing samples of their respective uses.

(7) This Consent will benefit and bind the Parties and their respective subsidiaries, parents, partners, successors, assigns, licensees, franchisees and affiliates.

(8) Nothing in this Consent shall be construed as creating any agency, partnership or other form of joint enterprise between the Parties.

(9) It is the belief of the Parties that this Consent does not contain any provision contrary to law. However, if any part, term or provision of this agreement is declared or determined by any court to be illegal or invalid, such illegal or invalid part, term or provision shall be deemed not to be part of this agreement, and the validity of the remaining parts, terms or provisions shall not be affected or impaired thereby and shall remain in full force and effect.

(10) The Parties agree to take such further action and execute such further agreements that may be necessary to carry out the spirit of this agreement.

(11) The Parties acknowledge that this Consent has been negotiated at arm's length, with the participation of counsel for the Parties. No provision of this agreement shall be construed against any Party based on the identity of the drafter.

(12) Each of the Parties acknowledges that it is not relying on any representations of any other party in executing this agreement.

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(13) Each of the Parties agree that this Consent may be signed in two or more counterparts, each of which shall be an original and which together shall constitute one and the same instrument.

(14) Each of the Parties represents and warrants to the other that it has the full right, power and authority to execute and perform this agreement.

IN WITNESS THEREOF, the Parties hereto have executed this Consent as of the date first written above.

ILLUMINA, INC.

By: *Nicholas Naclerio*
Name: Nicholas Naclerio
Title: SVP Corporate +
Venture Development

LUCIGEN CORPORATION

By: *Jeffrey Williams*
Name: Jeffrey Williams
Title: President

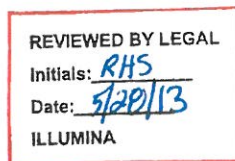


Exhibit A

(attached)



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NxSeq

Word Mark NXSEQ
 Goods and Services IC 001, US 001 005 006 010 026 046. G & S: Assays and reagents for use in genetic research; Biochemical reagents commonly known as probes, for detecting and analyzing molecules in protein or nucleotide arrays; Chemical reagents for non-medical purposes; Nucleic acid sequences and chemical reagents for other than medical and veterinary purposes; Reagents for research purposes; Reagents for scientific or medical research use. FIRST USE: 20111115. FIRST USE IN COMMERCE: 20111115
 Standard Characters
 Claimed
 Mark Drawing Code (4) STANDARD CHARACTER MARK
 Serial Number 85513197
 Filing Date January 10, 2012
 Current Basis 1A
 Original Filing Basis 1A
 Published for Opposition June 12, 2012
 Registration Number 4197857
 Registration Date August 28, 2012

Owner (REGISTRANT) Lucigen Corporation CORPORATION WISCONSIN 2905 Parmenter Street
Middleton WISCONSIN 53562

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead Indicator LIVE

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Exhibit B

(attached)



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USDR Assistant TAB Status (Use the "Back" button of the Internet Browser to return to TESS)

NEXTSEQ

Word Mark NEXTSEQ

Goods and Services IC 009. US 021 023 026 036 038. G & S: Scientific and clinical diagnostic instruments, namely, nucleic acid sequencers, imaging devices, namely, electronic imaging apparatus for detecting images and optical signals, and for processing images and optical signals into data, for use in genotyping and sequencing; equipment for sample preparation, amplification, mixing, hybridization, incubation, and washing, namely, sample containers, reagent holders, and pipettes, carrying multiple reagents, and sample containers and hollow chambers having chemically modified surfaces; automated laboratory equipment and systems, namely, robotic equipment in the nature of a mechanical arm for positioning and moving containers for samples or adding reagents thereto, and barcode readers; computer systems comprised of networked, desktop, mobile, and hand-held computer hardware, computer operating systems, wireless data networks, computer software, computer application programs for use on mobile and networked computing devices for receiving and displaying information from scientific instruments, data files, modems and computer peripheral devices for collecting, storing, analyzing and reporting biological information, and for sample tracking and managing projects, laboratory workflow and data, all the foregoing for use in the fields of scientific, diagnostic, clinical research, and for clinical diagnostic purposes

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 85568711

Filing Date March 13, 2012

Current Basis 1B

Original Filing Basis 1B

Owner (APPLICANT) Illumina, Inc. CORPORATION DELAWARE 5200 Illumina Way San Diego CALIFORNIA 92122

Attorney of Record Gabrielle A. Holley

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead Indicator LIVE

