UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported)
July 24, 2009

NEOGENOMICS, INC.
(Exact name of registrant as specified in its charter)

Nevada	**333-72097**	**74-2897368**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

12701 Commonwealth Drive, Suite 9, Fort Myers, Florida	**33913**
(Address of principal executive offices)	(Zip Code)

(239) 768-0600
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry into a Material Definitive Agreement.

Strategic Supply Agreement

On July 24, 2009, NeoGenomics Laboratories, Inc. ("NeoGenomics Laboratories"), a Florida corporation and the wholly-owned subsidiary of NeoGenomics, Inc., a Nevada corporation (together with NeoGenomics Laboratories, "NeoGenomics"), and Abbott Molecular Inc., a Delaware corporation ("Abbott Molecular"), entered into a Strategic Supply Agreement (the "Supply Agreement"). The Supply Agreement, among other things, provides for Abbott Molecular to supply materials with which NeoGenomics intends to develop its own FISH (fluorescence *in situ* hybridization)-based test for the diagnosis of malignant melanoma in skin biopsy specimens (excluding subtyping) (the "Melanoma LDT").

Pursuant to the terms of the Supply Agreement, Abbott Molecular has agreed to supply NeoGenomics with such of Abbott Molecular's analyte specific reagents ("ASRs") that NeoGenomics may request for the purpose of NeoGenomics' evaluation and determination as to which ASRs to include in its Melanoma LDT. Once the ASRs have been identified by NeoGenomics, Abbott Molecular has agreed to supply such ASRs (subject to certain limitations) to NeoGenomics. If NeoGenomics identifies for inclusion in the Melanoma LDT one or more ASRs that are not currently marketed or sold commercially by Abbott Molecular as individual stand-alone products, then the Supply Agreement provides that Abbott Molecular will supply such ASRs to NeoGenomics on an exclusive basis in the United States and Puerto Rico (the "Exclusive ASRs"), provided that Abbott Molecular may also supply such exclusive ASRs to certain of its academic collaborators for research and limited clinical purposes. Abbott Molecular's obligation to supply the Exclusive ASRs on an exclusive basis is subject to NeoGenomics meeting certain revenue thresholds with respect to the Melanoma LDT. Except for the ASRs supplied for evaluation purposes (which are to be supplied at no cost), the Supply Agreement provides that the price of the ASRs supplied by Abbott Molecular will include both a base and a premium component.

In the event that Abbott Molecular obtains FDA approval for its own in vitro diagnostic test for aid in diagnosis of malignant melanoma in skin biopsy specimens (excluding subtyping), the Supply Agreement contemplates a means by which NeoGenomics may offer such FDA-approved test to its customers instead of the Melanoma LDT.

Pursuant to the Supply Agreement, Abbott Molecular also granted to NeoGenomics a first right to develop two additional laboratory developed tests relating to certain specified disease states using Abbott Molecular ASRs or other products.

The initial term of the Supply Agreement expires on December 31, 2019. The Supply Agreement also contemplates two year renewal terms under certain circumstances. The parties may terminate the Supply Agreement prior to the expiration of the term under certain circumstances.

The Supply Agreement provides (subject to certain limitations) that Abbott Molecular may convert the Supply Agreement into a non-exclusive agreement or terminate the Supply Agreement if NeoGenomics does not develop and launch the Melanoma LDT within six (6) months after the date on which Abbott Molecular supplies ASRs (other than ASRs supplied for evaluation purposes) to NeoGenomics.

Abbott Molecular may terminate the Supply Agreement following a change of control involving NeoGenomics and certain designated companies. In such event Abbott Molecular would pay to NeoGenomics (or its successor) a termination payment based upon a pre-defined formula.

Common Stock Purchase Agreement and Registration Rights Agreement

On July 24, 2009, NeoGenomics, Inc. entered into a Common Stock Purchase Agreement (the "Common Stock Purchase Agreement") with Abbott Laboratories, an Illinois corporation ("Abbott"), and consummated the issuance and sale to Abbott, for an aggregate purchase price of $4,767,000, of 3,500,000 shares of common stock, $0.001 par value per share (the "Shares"). Pursuant to the terms of the Common Stock Purchase Agreement, Abbott is prohibited from selling or otherwise transferring the Shares until January 20, 2010.

On July 24, 2009, NeoGenomics, Inc. and Abbott also entered into a Registration Rights Agreement (the "Registration Rights Agreement") that, among other things, grants certain demand and piggyback registration rights to Abbott with respect to the Shares.

The foregoing descriptions of the Common Stock Purchase Agreement and the Registration Rights Agreement do not purport to be complete and are qualified in their entirety by reference to such agreements, copies of which are filed as exhibits to this report.

Item 3.02. Unregistered Sales of Equity Securities.

The information set forth in Item 1.01 above regarding the Shares is hereby incorporated by reference in this Item 3.02. Exemption from registration under the Securities Act of 1933, as amended (the "Securities Act"), for the sale of the Shares to Abbott was based on Section 4(2) of the Securities Act.

Item 9.01. Financial Statements and Exhibits.

(a) Not applicable

(b) Not applicable

(c) Not applicable

(d) Exhibits.

10.1 Common Stock Purchase Agreement dated July 24, 2009 between NeoGenomics, Inc. and Abbott Laboratories

10.2 Registration Rights Agreement dated July 24, 2009 between NeoGenomics, Inc. and Abbott Laboratories

99.1 Press release issued by NeoGenomics on July 24, 2009

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

NEOGENOMICS, INC.

By: /s/Robert Gasparini
Robert Gasparini
President

Date: July 30, 2009

Exhibit Index

Exhibit No.	Description
10.1	Common Stock Purchase Agreement dated July 24, 2009 between NeoGenomics, Inc. and Abbott Laboratories
10.2	Registration Rights Agreement dated July 24, 2009 between NeoGenomics, Inc. and Abbott Laboratories
99.1	Press release issued by NeoGenomics on July 24, 2009

Exhibit 10.1

Execution Copy

COMMON STOCK PURCHASE AGREEMENT

This Common Stock Purchase Agreement (this "Agreement") is made as of July 24, 2009, by and between NeoGenomics, Inc., a Nevada corporation (the "Company"), and Abbott Laboratories, an Illinois corporation ("Abbott").

WITNESSETH

WHEREAS, subject to the terms and conditions set forth in this Agreement, the Company desires to issue and sell to Abbott, and Abbott desires to purchase from the Company, 3,500,000 shares (the "Shares") of common stock of the Company, $0.001 par value per share (the "Common Stock").

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Company and Abbott agree as follows:

Section 1. Definitions

In addition to the terms defined elsewhere in this Agreement, for all purposes of this Agreement, the following terms have the meanings indicated in this Section 1:

"Commission" means the Securities and Exchange Commission.

"Common Stock" shall have the meaning set forth in the Recital hereto.

"Disclosure Schedules" means the disclosure schedules of the Company delivered concurrently herewith.

"Environmental Laws" shall have the meaning set forth in Section 4.11 of this Agreement.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Indemnified Liabilities" shall have the meaning set forth in Section 7 of this Agreement.

"Indemnitees" shall have the meaning set forth in Section 7 of this Agreement.

"Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

"Registration Rights Agreement" means the Registration Rights Agreement of even date herewith between the Company and Abbott.

"SEC" means the United States Securities and Exchange Commission.

"SEC Reports" shall have the meaning set forth in Section 4.6 hereto.

"Securities Act" means the Securities Act of 1933, as amended.

"Subsidiary" means any corporation, partnership, limited liability company, joint venture or other legal entity of which the Company owns, directly or indirectly, 50% or more of the stock or other equity interests.

"Transaction Documents" means this Agreement and the Registration Rights Agreement.

Section 2. Sale and Purchase of Stock

Subject to the terms and conditions of this Agreement, Abbott agrees to purchase and the Company agrees to sell and issue to Abbott the Shares for an aggregate purchase price of $4,767,000 (the "Purchase Price").

Section 3. Closing

3.1. Closing. The purchase, sale and issuance of the Shares shall take place at a closing (the "Closing") to be held at the offices of K&L Gates, LLP, 200 S. Biscayne Blvd., Suite 3900, Miami, Florida, 33131 at 10:00 a.m., Eastern time, on the date hereof, or at such other place, time and/or date as may be jointly designated by the Company and Abbott (the "Closing Date").

3.2. Deliveries.

The Purchase Price for the Shares shall be paid by Abbott to the Company at the Closing by wire transfer of immediately available funds to an account or accounts to be designated by the Company. Within three (3) business days following the Closing, the Company will deliver to Abbott a certificate registered in Abbott's name representing the Shares.

Section 4. Representations and Warranties of the Company

Except as set forth under the corresponding section of the Disclosure Schedules, which Disclosure Schedules shall be deemed a part hereof, the Company hereby makes the representations and warranties set forth below to Abbott:

4.1. Organization and Qualification. The Company and each of its Subsidiaries is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization (as applicable), with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. Each of the Company and its Subsidiaries is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not reasonably be expected to result in (i) a material adverse effect on the legality, validity or enforceability of any Transaction Document or the authority or ability of the Company to perform its obligations under any Transaction Document, or (ii) a material adverse effect on the operations, results of operations, assets, business, properties or financial condition of the Company and its Subsidiaries, taken as a whole (any of (i) or (ii), a "Material Adverse Effect"). The Company has no Subsidiaries other than as set forth on Schedule 4.1 of the Disclosure Schedule.

4.2. Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by each of the Transaction Documents and otherwise to carry out its obligations thereunder. The execution and delivery of each of the Transaction Documents by the Company and the consummation by it of the transactions contemplated thereby have been duly authorized by all necessary action on the part of the Company. Each Transaction Document has been (or upon delivery will have been) duly executed by the Company and, when delivered in accordance with the terms hereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

4.3. Capitalization. As of July 16, 2009, the authorized capital stock of the Company consists of (i) 100,000,000 shares of Common Stock, of which 33,077,424 shares were issued and outstanding and (ii) 10,000,000 shares of Preferred Stock, $0.001 par value, of which no shares were issued and outstanding. All such outstanding shares have been, or upon issuance will be, validly issued and are fully paid and nonassessable. Except as disclosed on Schedule 4.3 of the Disclosure Schedule, (i) no shares of the Company's capital stock are subject to preemptive rights or any other similar rights or any liens or encumbrances suffered or permitted by the Company, (ii) there are no outstanding debt securities, (iii) there are no outstanding options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into, any shares of capital stock of the Company or any of its Subsidiaries, or contracts, commitments, understandings or arrangements by which the Company or any of its Subsidiaries is or may become bound to issue additional shares of capital stock of the Company or any of its Subsidiaries or options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into, any shares of capital stock of the Company or any of its Subsidiaries, (iv) there are no agreements or arrangements under which the Company or any of its Subsidiaries is obligated to register the sale of any of their securities under the Securities Act (except the Registration Rights Agreement, the Registration Rights Agreement dated November 5, 2008 between the Company and Fusion Capital Fund II, LLC, the Amended and Restated Registration Rights Agreement dated March 23, 2005 among the Company, Aspen Select Healthcare, LP, John Elliot, Steven Jones, Larry Kunert and Michael T. Dent, M.D., and the Registration Rights Agreement dated March 30, 2006 among the Company, Aspen Select Healthcare, LP and Steven C. Jones), (v) there are no outstanding securities or instruments of the Company or any of its Subsidiaries which contain any redemption or similar provisions, and there are no contracts, commitments, understandings or arrangements by which the Company or any of its Subsidiaries is or may become bound to redeem a security of the Company or any of its Subsidiaries, (vi) there are no securities or instruments containing anti-dilution or similar provisions that will be triggered by the issuance of the Securities as described in this Agreement and (vii) the Company does not have any stock appreciation rights or "phantom stock" plans or agreements or any similar plan or agreement. The Company has furnished or otherwise made available to Abbott true and correct copies of the Company's articles of incorporation, as amended and as in effect on the date hereof, and the Company's by-laws, as amended and as in effect on the date hereof, and copies of any documents containing the material rights of the holders of securities convertible into or exercisable for Common Stock (or forms of such documents). Upon issuance and payment therefor in accordance with the terms and conditions of this Agreement, the Shares shall be validly issued, fully paid and nonassessable and free from all taxes, liens and charges with respect to the issue thereof.

4.4. No Conflicts. The execution, delivery and performance of the Transaction Documents by the Company and the consummation by the Company of the transactions contemplated thereby do not and will not (i) conflict with or violate any material provision of the Company's or any Subsidiary's certificate or articles of incorporation, bylaws or other organizational or charter documents, (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of any agreement, indenture or instrument to which the Company or any of its Subsidiaries is a party, or (iii) conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company or a Subsidiary is subject, or by which any property or asset of the Company or a Subsidiary is bound or affected, except in the case of clause (ii) or (iii), such as could not reasonably be expected to result in a Material Adverse Effect.

4.5. Brokers' Fees. The Company has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement.

4.6. SEC Reports. The Company has made available to Abbott, including through the SEC EDGAR system, complete and accurate copies of each report and registration statement filed by the Company with the SEC between January 1, 2007 and the date of this Agreement (the "SEC Reports"). At the time it was filed with the SEC (or, if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing) each of the SEC Reports complied in all material respects with the applicable requirements of the Exchange Act or the Securities Act, as applicable.

4.7. No Material Changes. Since June 30, 2009, except as specifically disclosed in the SEC Reports, there has been no event, occurrence or development that has had or that would reasonably be expected to result in a Material Adverse Effect, except as has been reasonably cured by the Company.

4.8. Litigation. Except as disclosed on Schedule 4.8 of the Disclosure Schedule, there is no action, suit or proceeding pending or, to the knowledge of the Company, threatened against or affecting the Company, any Subsidiary or any of their respective properties before or by any court, arbitrator, governmental or administrative agency or regulatory authority which (i) adversely affects or challenges the legality, validity or enforceability of any of the Transaction Documents or the Shares or (ii) could reasonably be expected to result in a Material Adverse Effect.

4.9 Tax Status. The Company and each of its Subsidiaries has made or filed all federal and state income and all other material tax returns, reports and declarations required by any jurisdiction to which it is subject (unless and only to the extent that the Company and each of its Subsidiaries has set aside on its books provisions reasonably adequate for the payment of all unpaid and unreported taxes) and has paid all taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations, except those being contested in good faith and has set aside on its books provision reasonably adequate for the payment of all taxes for periods subsequent to the periods to which such returns, reports or declarations apply. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the officers of the Company know of no basis for any such claim.

4.10. Intellectual Property Rights. The Company and its Subsidiaries own or possess adequate rights or licenses to use all material trademarks, trade names, service marks, service mark registrations, service names, patents, patent rights, copyrights, inventions, licenses, approvals, governmental authorizations, trade secrets and other similar rights necessary to conduct their respective businesses as now conducted. None of the Company's material trademarks, trade names, service marks, service mark registrations, service names, patents, patent rights, copyrights, inventions, licenses, approvals, government authorizations, trade secrets or other intellectual property rights have expired or terminated, or, by the terms and conditions thereof, will expire or terminate within two (2) years from the date of this Agreement. The Company and its Subsidiaries do not have any knowledge of any infringement by the Company or its Subsidiaries of any material trademark, trade name rights, patents, patent rights, copyrights, inventions, licenses, service names, service marks, service mark registrations, trade secret or other similar rights of others, or of any such development of similar or identical trade secrets or technical information by others and, except as set forth on Schedule 4.10 of the Disclosure Schedule or in the SEC Reports, there is no claim, action or proceeding being made or brought against, or to the Company's knowledge, being threatened against, the Company or its Subsidiaries regarding trademark, trade name, patents, patent rights, invention, copyright, license, service names, service marks, service mark registrations, trade secret or other similar rights, which could reasonably be expected to have a Material Adverse Effect.

4.11. Environmental Laws. The Company and its Subsidiaries (i) are in compliance with any and all applicable foreign, federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("Environmental Laws"), (ii) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses and (iii) are in compliance with all terms and conditions of any such permit, license or approval, except where, in each of the three foregoing clauses, the failure to so comply could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

4.12. Title. The Company and its Subsidiaries have good and marketable title in fee simple to all real property and good and marketable title to all personal property owned by them which is material to the business of the Company and its Subsidiaries, in each case free and clear of all liens, encumbrances and defects except such as are described in Schedule 4.12 of the Disclosure Schedule or liens on equipment securing purchase money-indebtedness of the Company or such as do not materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company and any of its Subsidiaries. Any real property and facilities held under lease by the Company and any of its Subsidiaries are held by them under valid, subsisting and enforceable leases with such exceptions as are not material and do not interfere with the use made and proposed to be made of such property and buildings by the Company and its Subsidiaries.

4.13. Insurance. The Company and each of its Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as management of the Company believes to be prudent and customary in the businesses in which the Company and its Subsidiaries are engaged. Neither the Company nor any such Subsidiary has been refused any insurance coverage sought or applied for and neither the Company nor any such Subsidiary has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not materially and adversely affect the condition, financial or otherwise, or the earnings, business or operations of the Company and its Subsidiaries, taken as a whole.

4.14. Regulatory Permits. The Company and its Subsidiaries possess all material certificates, authorizations and permits issued by the appropriate federal, state or foreign regulatory authorities necessary to conduct their respective businesses, and neither the Company nor any such Subsidiary has received any notice of proceedings relating to the revocation or modification of any such certificate, authorization or permit.

4.15 Foreign Corrupt Practices. Neither the Company, nor any of its Subsidiaries, nor any director, officer, agent, employee or other person acting on behalf of the Company or any of its Subsidiaries has, in the course of its actions for, or on behalf of, the Company, used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended; or made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official or employee.

4.16. Transactions With Affiliates. Except as set forth on Schedule 4.16 of the Disclosure Schedule and other than the grant or exercise of stock options disclosed on Schedule 4.3 of the Disclosure Schedule, none of the officers, directors, or employees of the Company is presently a party to any transaction with the Company or any of its Subsidiaries (other than for services as employees, officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any officer, director or such employee or, to the knowledge of the Company, any corporation, partnership, trust or other entity in which any officer, director, or any such employee has an interest or is an officer, director, trustee or partner.

4.17. Compliance with Laws. The Company and each Subsidiary are in compliance with all laws applicable to their respective businesses, operations or assets except where the failure to be in compliance could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. Neither the Company nor any Subsidiary is in default under or violation of any applicable law, and neither has received any notice of or been charged with the violation of any laws, which default or violation could, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. To the knowledge of the Company, neither the Company nor any Subsidiary is under investigation with respect to the violation of any laws, other than those the outcome of which, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

Section 5. Representations and Warranties of Abbott

Abbott hereby represents and warrants to the Company as follows:

5.1. Authorization; Enforcement. Abbott has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by each of the Transaction Documents and otherwise to carry out its obligations thereunder. The execution and delivery of each of the Transaction Documents by Abbott and the consummation by it of the transactions contemplated thereby have been duly authorized by all necessary action on the part of Abbott. Each Transaction Document has been (or upon delivery will have been) duly executed by Abbott and, when delivered in accordance with the terms hereof, will constitute the valid and binding obligation of Abbott enforceable against Abbott in accordance with its terms except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

5.2. No Registration. Abbott understands that the Shares are being offered and sold to it in reliance on specific exemptions from the registration requirements of United States federal and state securities laws and that the Company is relying in part upon the truth and accuracy of, and Abbott's compliance with, the representations, warranties, agreements, acknowledgments and understandings of Abbott set forth herein in order to determine the availability of such exemptions and the eligibility of Abbott to acquire the Shares.

5.3. Investment Intent. Abbott is acquiring the Shares for investment for its own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any distribution thereof, and Abbott has no present intention of selling, granting any participation in, or otherwise distributing the same. Abbott further represents that it does not have any contract, undertaking, agreement or arrangement with any person or entity to sell, transfer or grant participation to such person or entity or to any third person or entity with respect to any of the Shares.

5.4. Investment Experience. Abbott has sufficient experience in evaluating and investing in private placement transactions of securities in companies similar to the Company and acknowledges that Abbott can protect its own interests. Abbott has such knowledge and experience in financial and business matters so that Abbott is capable of evaluating the merits and risks of its investment in the Company.

5.5. Speculative Nature of Investment. Abbott can bear the economic risk of its investment and is able, without impairing its financial condition, to hold the Shares for an indefinite period of time and to suffer a complete loss of its investment. Abbott acknowledges that the Shares must be held indefinitely unless subsequently registered under the Securities Act or an exemption from such registration is available.

5.6. Access to Data. Abbott has had an opportunity to review the SEC Reports and to ask questions of, and receive answers from, the officers of the Company concerning the Company's business, management and financial affairs, which questions were answered to its satisfaction. Abbott believes that it has received all the information it considers necessary or appropriate for deciding whether to purchase the Shares. Abbott acknowledges that it is relying solely on its own counsel and not on any statements or representations of the Company or its agents for legal advice with respect to this investment or the transactions contemplated by the Transaction Documents.

5.7. Accredited Investor. Abbott is an "accredited investor" within the meaning of Regulation D, Rule 501(a), promulgated by the SEC under the Securities Act.

5.8. No Governmental Review. Abbott understands that no United States federal or state agency or any other government or governmental agency has passed on or made any recommendation or endorsement of the Shares or the fairness or suitability of the investment in the Shares nor have such authorities passed upon or endorsed the merits of the offering of the Shares.

5.9. Brokers' Fees. Abbott has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement.

5.10. Tax Advisors. Abbott has reviewed with its own tax advisors the U.S. federal, state, local and foreign tax consequences of this investment and the transactions contemplated by the Transaction Documents. With respect to such matters, Abbott relies solely on such advisors and not on any statements or representations of the Company or any of its agents, written or oral. Abbott understands that it (and not the Company) shall be responsible for its own tax liability that may arise as a result of this investment or the transactions contemplated by the Transaction Documents.

5.11. No Prior Short Selling. At no time prior to the date of this Agreement has any of Abbott, its agents, representatives or affiliates engaged in or effected, in any manner whatsoever, directly or indirectly, any (i) "short sale" (as such term is defined in Section 242.200 of Regulation SHO of the Exchange Act) of the Common Stock or (ii) hedging transaction, which establishes a net short position with respect to the Common Stock.

5.12. Legend. Abbott understands and agrees that the certificates evidencing the Shares or any other securities issued in respect of the Shares upon any stock split, stock dividend, recapitalization, merger, consolidation or similar event, shall bear the following legends (in addition to any legend required under applicable state securities laws):

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE, AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER SUCH ACT AND/OR APPLICABLE STATE SECURITIES LAWS, OR UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL OR OTHER EVIDENCE, REASONABLY SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE DUE TO A LOCK-UP PERIOD UNTIL JANUARY 20, 2010.

Section 6. Lock-Up

Abbott hereby agrees that Abbott shall not sell or otherwise transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, of any of the Shares on the Closing Date or during the one hundred eighty (180) day period following the Closing Date. The Company may impose stop-transfer instructions and may stamp each certificate evidencing any of the Shares with the second legend set forth in Section 5.12 hereof until the end of such one hundred eighty (180) day period.

Section 7. Indemnification

In consideration of Abbott's execution and delivery of the Transaction Documents and acquiring the Shares hereunder and in addition to all of the Company's other obligations under the Transaction Documents, the Company shall defend, protect, indemnify and hold harmless Abbott and all of its affiliates, shareholders, officers, directors, employees and direct or indirect investors and any of the foregoing person's agents or other representatives (including, without limitation, those retained in connection with the transactions contemplated by this Agreement) (collectively, the "Indemnitees") from and against any and all actions, causes of action, suits, claims, losses, costs, penalties, fees, liabilities and damages, and expenses in connection therewith (irrespective of whether any such Indemnitee is a party to the action for which indemnification hereunder is sought), and including reasonable attorneys' fees and disbursements (the "Indemnified Liabilities"), incurred by any Indemnitee as a result of, or arising out of, or relating to (a) any misrepresentation or breach of any representation or warranty made by the Company in the Transaction Documents or any other certificate, instrument or document contemplated hereby or thereby, (b) any breach of any covenant, agreement or obligation of the Company contained in the Transaction Documents or any other certificate, instrument or document contemplated hereby or thereby, or (c) any cause of action, suit or claim brought or made against such Indemnitee and arising out of or resulting from the execution, delivery, performance or enforcement of the Transaction Documents or any other certificate, instrument or document contemplated hereby or thereby, other than with respect to Indemnified Liabilities which directly and primarily result from the gross negligence or willful misconduct of the Indemnitee. To the extent that the foregoing undertaking by the Company may be unenforceable for any reason, the Company shall make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law.

Section 8. Miscellaneous.

8.1. Assignment. This Agreement shall inure to the benefit of and be binding upon and enforceable by the parties and their successors and permitted assigns. However, neither party may assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party.

8.2. Severability. If any part of this Agreement is declared invalid or unenforceable by any court of competent jurisdiction, such declaration shall not affect the remainder of the Agreement and the invalidated provision shall be revised in a manner that will render such provision valid while preserving the parties' original intent to the maximum extent possible.

8.3. Entire Agreement. This Agreement and the Registration Rights Agreement constitute the entire agreement between the parties relating to the subject matter hereof and all previous agreements or arrangements between the parties, written or oral, relating to the subject matter hereof are superseded.

8.4. No Amendment. No amendment, alteration or modification of any of the provisions of this Agreement will be binding unless made in writing and signed by each of the parties hereto.

8.5. Compliance with Laws. In performing this Agreement, each party shall comply with all applicable laws, rules and regulations and shall not be required to perform or omit to perform any act required or permitted under this Agreement if such performance or omission would violate the provisions of any such law, rule or regulation.

8.6. Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same instrument.

8.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to its conflicts of laws principles.

8.8. Notices. All notices required or permitted under this Agreement must be in writing and sent to the address or facsimile number identified below. Notices must be given: (a) by personal delivery, with receipt acknowledged; (b) by facsimile followed by hard copy delivered by the methods under (c) or (d); (c) by prepaid certified or registered mail, return receipt requested; or (d) by prepaid reputable overnight delivery service. Notices will be effective upon receipt. Either party may change its notice address by providing the other party written notice of such change. Notices shall be delivered as follows:

If to Abbott: Abbott Molecular Inc.
Attention: Senior Director, Business Development & Licensing
1300 East Touhy Avenue
Des Plaines, Illinois 60018-3315
Fax: (224) 361-7054

with a copy to: Abbott Laboratories
Attention: VP, Associate Gen. Counsel, Corporate Transactions
100 Abbott Park Road
Dept. 322, Bldg. AP6A-2
Abbott Park, Illinois 60064-6049
Fax: (847) 938-1206

If to the Company: NeoGenomics, Inc.
Attention: Robert Gasparini, President
12707 Commonwealth Drive, Suite 9
Fort Myers, Florida 33913
Fax: (239) 768-0711

copy to: K&L Gates LLP
Attention: Clayton E. Parker, Esq.
200 South Biscayne Boulevard, Suite 3900
Miami, Florida 33131-2399
Fax: (305) 358-7095

8.9. Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party which shall have incurred the same, and the other party shall have no liability thereto.

8.10. Headings. The titles of the Articles and Sections contained in this Agreement are for convenience only and shall not be considered in construing this Agreement.

8.11. Parties in Interest. Nothing in this Agreement is intended to provide any rights or remedies to any Person other than the parties hereto.

8.12. Waiver. No failure on the part of either party hereto to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of either party hereto in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver thereof; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

8.13. Survival. The representations, warranties, covenants and agreements made in this Agreement shall survive any investigation made by any party hereto and the closing of the transactions contemplated hereby for one (1) year from the Closing Date.

8.14. Interpretation of Agreement.

(a) Each party hereto acknowledges that it has participated in the drafting of this Agreement, and any applicable rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in connection with the construction or interpretation of this Agreement.

(b) Whenever required by the context hereof, the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; and the neuter gender shall include the masculine and feminine genders.

(c) As used in this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words "without limitation."

(d) References herein to "Sections" are intended to refer to Sections of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Common Stock Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

Abbott Laboratories

By: /s/Thomas C. Freyman
Name: Thomas C. Freyman
Title: Executive Vice President, Finance and Chief Financial Officer

NeoGenomics, Inc.

By: /s/Douglas VanOort
Name: Douglas VanOort
Title: Chairman and Chief Executive Officer

Exhibit 10.2

Execution Copy

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this "Agreement") is made as of July 24, 2009, by and between NeoGenomics, Inc., a Nevada corporation (the "Company"), and Abbott Laboratories, an Illinois corporation ("Abbott"). Unless otherwise defined herein, capitalized terms used in this Agreement have the meanings ascribed to them in Section 1.

RECITALS

WHEREAS, the Company and Abbott are parties to that certain Common Stock Purchase Agreement of even date herewith (the "Purchase Agreement"), and it is a condition to the purchase of the Company's common stock, par value $0.001 per share (the "Common Stock"), by Abbott pursuant to the Purchase Agreement that Abbott and the Company execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

Section 1
Definitions

1.1 Certain Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

(a) "Commission" shall mean the Securities and Exchange Commission or any other federal agency at the time administering the Securities Act.

(b) "Common Stock" shall have the meaning set forth in the Recitals hereto.

(c) "Company" shall have the meaning set forth in the Recitals hereto.

(d) "Demand Notice" means a written request from Abbott to the Company to file a registration statement and stating the number of Registrable Securities to be included on such registration statement.

(e) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, or any similar successor federal statute and the rules and regulations thereunder, all as the same shall be in effect from time to time.

(f) "Indemnified Party" shall have the meaning set forth in Section 2.5(c) hereto.

(g) "Indemnifying Party" shall have the meaning set forth in Section 2.5(c) hereto.

(h) "Other Selling Stockholders" shall mean persons other than Abbott who, by virtue of agreements with the Company, are entitled to include their Other Shares in certain registrations hereunder.

(i) "Other Shares" shall mean shares of Common Stock, other than Registrable Securities (as defined below), with respect to which registration rights have been granted.

(j) "Purchase Agreement" shall have the meaning set forth in the Recitals hereto.

(k) "Registrable Securities" shall mean the shares of Common Stock issued and sold by the Company to Abbott pursuant to the Purchase Agreement.

(l) The terms "register," "registered" and "registration" shall refer to a registration effected by preparing and filing a registration statement in compliance with the Securities Act and applicable rules and regulations thereunder, and the declaration or ordering of the effectiveness of such registration statement.

(m) "Registration Expenses" shall mean all expenses incurred in effecting any registration pursuant to this Agreement, including, without limitation, all registration, qualification, and filing fees, printing expenses, escrow fees, fees and disbursements of counsel for the Company, blue sky fees and expenses, and expenses of any regular or special audits incident to or required by any such registration, but shall not include Selling Expenses.

(n) "Rule 144" shall mean Rule 144 as promulgated by the Commission under the Securities Act, as such rule may be amended from time to time, or any similar successor rule that may be promulgated by the Commission.

(o) "Rule 145" shall mean Rule 145 as promulgated by the Commission under the Securities Act, as such rule may be amended from time to time, or any similar successor rule that may be promulgated by the Commission.

(p) "Securities Act" shall mean the Securities Act of 1933, as amended, or any similar successor federal statute and the rules and regulations thereunder, all as the same shall be in effect from time to time.

(q) "Selling Expenses" shall mean all underwriting discounts, selling commissions and stock transfer taxes applicable to the sale of Registrable Securities.

(r) "Withdrawn Registration" shall mean a forfeited demand registration under Section 2.1.

Section 2
Registration Rights

2.1 Requested Registration.

(a) Request for Registration. Subject to the conditions set forth in this Section 2.1, if the Company shall receive from Abbott a Demand Notice, the Company will as soon as reasonably practicable, file and use its commercially reasonable efforts to effect such registration of the Registrable Securities as are specified in such request. Notwithstanding anything contained herein, in the event that the Commission or applicable federal securities laws and regulations prohibit the Company from including all of the Registrable Securities requested by Abbott to be registered in a registration statement pursuant to this Section 2.1 then the Company shall be obligated to include in such registration statement only such limited portion of the Registrable Securities as is permitted by the Commission or such federal securities laws and regulations.

(b) Limitations on Requested Registration. The Company shall not be obligated to effect, or to take any action to effect, any such registration pursuant to this Section 2.1:

(i) In any particular jurisdiction in which the Company would be required to execute a general consent to service of process in effecting such registration, unless the Company is already subject to service in such jurisdiction and except as may be required by the Securities Act;

(ii) After the Company has initiated two (2) such registrations pursuant to this Section 2.1 (counting for these purposes only registrations which have been declared or ordered effective and pursuant to which all Registrable Securities requested to be registered by Abbott have been sold);

(iii) if the Company has effected a registration pursuant to Section 2.1 within the preceding six (6) months, and such registration statement has been declared or ordered effective; or

(iv) During the period starting with the date sixty (60) days prior to the Company's good faith estimate of the date of filing of, and ending on a date one hundred eighty (180) days after the effective date of, a Company-initiated registration; provided that the Company is actively employing in good faith best efforts to cause such registration statement to become effective.

(c) Deferral. If (i) in the good faith judgment of the Board of Directors of the Company, the filing of a registration statement covering the Registrable Securities would be detrimental to the Company and the Board of Directors of the Company concludes, as a result, that it is in the best interests of the Company to defer the filing of such registration statement at such time, and (ii) the Company shall furnish to Abbott a certificate signed by the President of the Company stating that in the good faith judgment of the Board of Directors of the Company, it would be detrimental to the Company for such registration statement to be filed in the near future and that it is, therefore, in the best interests of the Company to defer the filing of such registration statement, then (in addition to the limitations set forth in Section 2.1(b) above) the Company shall have the right to defer such filing for a period of not more than ninety (90) days after receipt of a Demand Notice, provided that the Company shall not defer its obligation pursuant to this Section 2.1(c) (i) more than once per registration requested by Abbott pursuant to this Section 2.1 or (ii) for any period of time that, when taken together with other postponements pursuant to Section 2.1(b) (irrespective of the order in which they occur), will result in a delay of the requested registration in excess of nine (9) months. Notwithstanding the foregoing, Abbott shall be entitled, at any time after receiving notice of a deferral pursuant to this Section 2.1(c) and before the demand registration statement becomes effective, to withdraw such demand request and, if such request is withdrawn, such registration shall not count as one of the permitted registrations pursuant to Section 2.1(b)(ii). The Company shall provide prompt written notice to Abbott of (i) the Company's decision to file or seek effectiveness of the demand registration statement following such deferral and (ii) the effectiveness of such demand registration statement.

(d) Other Shares. The registration statement filed pursuant to a Demand Notice may include Other Shares, and may include securities of the Company being sold for the account of the Company.

2.2 Company Registration.

(a) Company Registration. If the Company shall determine to register any of its securities either for its own account or the account of a security holder or holders, other than a registration pursuant to Section 2.1, a registration relating solely to employee benefit plans, a registration relating to the offer and sale of debt securities, a registration relating to a corporate reorganization or other Rule 145 transaction, or a registration on any registration form that does not permit secondary sales, the Company will:

(i) promptly give written notice of the proposed registration to Abbott; and

(ii) use its commercially reasonable efforts to include in such registration, except as set forth in Section 2.2(b) below, and in any underwriting involved therein, all of such Registrable Securities as are specified in a written request or requests made by Abbott received by the Company within ten (10) days after such written notice from the Company is received by Abbott. Such written request may specify all or a part of the Registrable Securities. Notwithstanding anything contained herein, in the event that the Commission or applicable federal securities laws and regulations prohibit the Company from including all of the Registrable Securities requested by Abbott to be registered in a registration statement pursuant to this Section 2.2 then the Company shall be obligated to include in such registration statement only such limited portion of the Registrable Securities as is permitted by the Commission or such federal securities laws and regulations.

(b) Underwriting. In connection with any offering involving an underwriting of shares of the Company's capital stock, the Company will not be required under this Section 2.2 to include any of the Registrable Securities in such underwriting unless Abbott accepts the terms of the underwriting as agreed upon between the Company and the underwriters selected by the Company and enter into an underwriting agreement in customary form with an underwriter or underwriters selected by the Company, provided, however, that the obligation of Abbott to indemnify pursuant to any such underwriting arrangements shall be several, not joint and several, among such Other Selling Stockholders and the liability of each Other Selling Stockholder will be in proportion thereto, and provided further, that the liability of each stockholder will be limited to the net amount received by such stockholder from the sale of its shares pursuant to such registration. If the total amount of securities, including Registrable Securities, requested by stockholders to be included in such offering exceeds the amount of securities to be sold other than by the Company that the underwriters determine in their sole discretion is compatible with the success of the offering, then the Company will be required to include in the offering only that number of such securities, including Registrable Securities, that the underwriters determine in their sole discretion will not jeopardize the success of the offering (the securities so included to be apportioned pro rata among the selling stockholders according to the total amount of securities entitled to be included therein owned by each selling stockholder or in such other proportions as mutually agreed to by such selling stockholders).

(c) Right to Terminate Registration. The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 2.2 prior to the effectiveness of such registration whether or not Abbott has elected to include securities in such registration.

2.3 Expenses of Registration. All Registration Expenses incurred in connection with registrations pursuant to Sections 2.1 and 2.2 hereof shall be borne by the Company; provided, however, that the Company shall not be required to pay for any expenses of any registration proceeding begun pursuant to Sections 2.1 if the registration request is subsequently withdrawn at the request of Abbott. All Selling Expenses relating to securities registered on behalf of Abbott shall be borne by Abbott.

2.4 Registration Procedures. In the case of each registration effected by the Company pursuant to Section 2, the Company will keep Abbott advised as to the initiation of each registration and as to the completion thereof. At its sole expense, the Company will use its commercially reasonable efforts to:

(a) Keep such registration effective for a period of ending on the earlier of (i) such time as Abbott shall have completed the distribution described in the registration statement relating thereto or (ii) until all the Registrable Securities included in such registration may be sold without any restrictions pursuant to Rule 144;

(b) Prepare and file with the Commission such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement for the period set forth in subsection (a) above;

(c) Furnish such number of prospectuses, including any preliminary prospectuses, and other documents incident thereto, including any amendment of or supplement to the prospectus, and such other documents to facilitate the public sale or other disposition of such securities as Abbott from time to time may reasonably request;

(d) Use its commercially reasonable efforts to register and qualify the securities covered by such registration statement under such other securities or blue sky laws of such jurisdictions as shall be reasonably requested by Abbott and do all other acts or things which may be necessary or advisable to consummate the public sale or other disposition in such jurisdictions of such securities; provided, that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions; and

(e) Notify Abbott, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of (i) the issuance of any stop order by the Commission suspending the effectiveness of such registration statement or the initiation of any proceedings by any person to such effect, and promptly use commercially reasonable efforts to obtain the release of such suspension or (ii) the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading and promptly furnish to Abbott copies of a supplement or amendment of such prospectus as may be necessary to correct such misstatement or omission.

2.5 Indemnification.

(a) To the extent permitted by law, the Company will indemnify and hold harmless Abbott, each of its officers, affiliates, directors, employees, agents, legal counsel, and accountants and each person controlling Abbott within the meaning of Section 15 of the Securities Act, with respect to which registration, qualification, or compliance has been effected pursuant to this Section 2, and each underwriter, if any, and each person who controls within the meaning of Section 15 of the Securities Act any underwriter, against all expenses, claims, losses, damages, and liabilities (or actions, proceedings, or settlements in respect thereof) arising out of or based on: (i) any untrue statement (or alleged untrue statement) of a material fact contained or incorporated by reference in any prospectus, offering circular, or other document (including any related registration statement, notification, or the like) incident to any such registration, qualification, or compliance, (ii) any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or (iii) any violation (or alleged violation) by the Company of the Securities Act, the Exchange Act, any state securities laws or any rule or regulation thereunder applicable to the Company and relating to action or inaction required of the Company in connection with any offering covered by such registration, qualification, or compliance, and the Company will reimburse Abbott, each of its officers, affiliates, directors, agents, legal counsel, and accountants and each person controlling Abbott, each such underwriter, and each person who controls any such underwriter, for any legal and any other expenses reasonably incurred in connection with investigating and defending or settling any such claim, loss, damage, liability, or action; provided that the Company will not be liable in any such case to the extent that any such claim, loss, damage, liability, or action arises out of or is based on any untrue statement or omission based upon written information furnished to the Company by Abbott, any of Abbott's officers, directors, employees, agents, legal counsel or accountants, any person controlling Abbott, such underwriter or any person who controls any such underwriter and stated to be for use in connection with the offering of securities of the Company; and provided, further that, the indemnity agreement contained in this Section 2.5(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability, or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld).

(b) To the extent permitted by law, Abbott will, if Registrable Securities are included in the securities as to which such registration, qualification, or compliance is being effected, indemnify and hold harmless the Company, each of its directors, officers, employees, agents, legal counsel, and accountants and each underwriter, if any, of the Company's securities covered by such registration statement, each person who controls the Company or such underwriter within the meaning of Section 15 of the Securities Act, against all claims, losses, damages and liabilities (or actions in respect thereof) arising out of or based on: (i) any untrue statement (or alleged untrue statement) of a material fact contained or incorporated by reference in any such registration statement, prospectus, offering circular, or other document, or (ii) any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse the Company and such directors, officers, employees, agents, legal counsel, and accountants, persons, underwriters, or control persons for any legal or any other expenses reasonably incurred in connection with investigating or defending any such claim, loss, damage, liability, or action, in each case to the extent, but only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in such registration statement, prospectus, offering circular, or other document in reliance upon and in conformity with written information furnished to the Company by Abbott and stated to be specifically for use therein; provided, however, that the obligations of Abbott hereunder shall not apply to amounts paid in settlement of any such claims, losses, damages, or liabilities (or actions in respect thereof) if such settlement is effected without the consent of Abbott (which consent shall not be unreasonably withheld), and provided, further, that the liability of Abbott will be limited to the net amount received by it from the sale of its Registrable Securities.

(c) Each party entitled to indemnification under this Section 2.5 (the "Indemnified Party") shall give notice to the party required to provide indemnification (the "Indemnifying Party") promptly after such Indemnified Party has actual knowledge of any claim as to which indemnity may be sought, and shall permit the Indemnifying Party to assume the defense of such claim or any litigation resulting therefrom; provided that counsel for the Indemnifying Party, who shall conduct the defense of such claim or any litigation resulting therefrom, shall be approved by the Indemnified Party (whose approval shall not be unreasonably withheld), and the Indemnified Party may participate in such defense at such party's expense; and provided further that the failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this Section 2.5, to the extent such failure is not prejudicial. No Indemnifying Party, in the defense of any such claim or litigation, shall, except with the consent of each Indemnified Party, consent to entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation. Each Indemnified Party shall furnish such information regarding itself or the claim in question as an Indemnifying Party may reasonably request in writing and as shall be reasonably required in connection with defense of such claim and litigation resulting therefrom.

(d) If the indemnification provided for in this Section 2.5 is held by a court of competent jurisdiction to be unavailable to an Indemnified Party with respect to any loss, liability, claim, damage, or expense referred to herein, then the Indemnifying Party, in lieu of indemnifying such Indemnified Party hereunder, shall contribute to the amount paid or payable by such Indemnified Party as a result of such loss, liability, claim, damage, or expense in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party on the one hand and of the Indemnified Party on the other in connection with the statements or omissions that resulted in such loss, liability, claim, damage, or expense as well as any other relevant equitable considerations. The relative fault of the Indemnifying Party and of the Indemnified Party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the Indemnifying Party or by the Indemnified Party and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission.

2.6 Information. Abbott shall furnish to the Company such information regarding Abbott and the distribution proposed by Abbott as the Company may reasonably request and as shall be reasonably required in connection with any registration referred to in this Section 2.

2.7 Covenants of the Company. The Company agrees to:

(a) Notify the holders of Registrable Securities included in a registration statement of the issuance by the Commission of any stop order suspending the effectiveness of such registration statement or the initiation of any proceedings for that purpose. The Company will make every reasonable effort to prevent the issuance of any stop order and, if any stop order is issued, to obtain the lifting thereof at the earliest possible time.

(b) if the Common Stock is then listed on a national securities exchange, use its best efforts to cause the Registrable Securities to be listed on such exchange.

(c) Take all other reasonable actions necessary to expedite and facilitate disposition of the Registrable Securities by the holders thereof pursuant to the registration statement.

(d) With a view to making available to the holders of Registrable Securities the benefits of Rule 144 promulgated under the Securities Act and any other rule or regulation of the Commission that may at any time permit the shareholders to sell securities of the Company to the public without registration, the Company, after it has become obligated to file periodic or other reports pursuant to Section 13 of the Exchange Act, agrees to:

(i) file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act; and

(ii) furnish to each holder of Common Stock, so long as such holder of Common Stock owns any shares of Common Stock, forthwith upon written request (x) a written statement by the Company that it has complied with the reporting requirements of Rule 144 (at any time after 90 days after the effective date of the first registration statement filed by the Company), the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements), (y) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company and (z) such other information as may be reasonably requested and as is publicly available in availing the holders of Common Stock of any rule or regulation of the Commission which permits the selling of any such securities without registration.

(e) Prior to the filing of the registration statement or any amendment thereto (whether pre-effective or post-effective), and prior to the filing of any prospectus or prospectus supplement related thereto, the Company will provide Abbott with copies of all pages thereto, if any, which reference Abbott.

2.8 Abbott Obligations.

(a) Abbott agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 2.4(e) Abbott will immediately discontinue disposition of Registrable Securities pursuant to any registration statement covering such Registrable Securities until Abbott's receipt of the copies of the supplemented or amended prospectus contemplated by Section 2.4(e) or receipt of notice that no supplement or amendment is required and that Abbott's disposition of the Registrable Securities may be resumed. The Company may provide appropriate stop orders to enforce the provisions of this paragraph.

(b) Abbott covenants and agrees that it will comply with the prospectus delivery requirements of the Securities Act as applicable to it or an exemption therefrom in connection with sales of Registrable Securities pursuant to a registration statement.

2.9 Transfer or Assignment of Registration Rights. The rights to cause the Company to register Registrable Securities pursuant to this Section 2 may be assigned (but only with all related obligations) by Abbott to a transferee or assignee of such securities that is a subsidiary, affiliate or parent of Abbott, provided, however, that (a) the Company is, within a reasonable time after such transfer, furnished with written notice of the name and address of such transferee or assignee and the securities with respect to which such registration rights are being assigned, and (b) such transferee or assignee agrees in writing to be bound by and subject to all the terms and conditions of this Agreement.

2.10 Rule 144. Until such time as Abbott no longer holds Registrable Securities, the Company agrees to file with the Commission in a timely manner all required reports under section 13 or 15(d) of the Exchange Act. The Company further aggress to furnish to Abbott so long as Abbott owns Registrable Securities, promptly upon request, (i) a written statement by the Company as to its compliance with the reporting requirements of Rule 144, and (ii) such other information as may be reasonably requested to permit Abbott to sell such securities pursuant to Rule 144 without registration.

2.11 Termination of Registration Rights. Abbott's right to request registration or inclusion in any registration pursuant to Section 2.1 or 2.2 shall terminate at such time at which all Registrable Securities held by Abbott can be sold in any ninety (90) day period without registration in compliance with Rule 144 of the Securities Act.

Section 3
Miscellaneous

3.1 Amendment. No amendment, alteration or modification of any of the provisions of this Agreement will be binding unless made in writing and signed by each of the parties.

3.2 Notices. All notices required or permitted under this Agreement must be in writing and sent to the address or facsimile number identified below. Notices must be given: (a) by personal delivery, with receipt acknowledged; (b) by facsimile followed by hard copy delivered by the methods under (c) or (d); (c) by prepaid certified or registered mail, return receipt requested; or (d) by prepaid reputable overnight delivery service. Notices will be effective upon receipt. Either party may change its notice address by providing the other party written notice of such change. Notices shall be delivered as follows:

If to Abbott:	Abbott Molecular Inc. Attention: Senior Director, Business Development & Licensing 1300 East Touhy Avenue Des Plaines, Illinois 60018-3315 Fax: (224) 361-7054
with a copy to:	Abbott Laboratories Attention: VP, Associate Gen. Counsel, Corporate Transactions 100 Abbott Park Road Dept. 322, Bldg. AP6A-2 Abbott Park, Illinois 60064-6049 Fax: (847) 938-1206
If to the Company:	NeoGenomics, Inc. Attention: Robert Gasparini, President 12707 Commonwealth Drive, Suite 9 Fort Myers, Florida 33913 Fax: (239) 768-0711
copy to:	K&L Gates LLP Attention: Clayton E. Parker, Esq. 200 South Biscayne Boulevard, Suite 3900 Miami, Florida 33131-2399 Fax: (305) 358-7095

3.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to its conflicts of laws principles.

3.4 Successors and Assigns. Subject to Section 2.9, this Agreement, and any and all rights, duties and obligations hereunder, shall not be assigned, transferred, delegated or sublicensed by Abbott without the prior written consent of the Company. Any attempt by Abbott without such permission to assign, transfer, delegate or sublicense any rights, duties or obligations that arise under this Agreement shall be void. Subject to the foregoing and except as otherwise provided herein, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

3.5 Entire Agreement. This Agreement and the Purchase Agreement, together with any exhibits hereto, constitute the entire agreement between the parties relating to the subject matter hereof and all previous agreements or arrangements between the parties, written or oral, relating to the subject matter hereof are superseded.

3.6 Waiver. No failure on the part of either party hereto to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of either party hereto in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver thereof; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

3.7 Severability. If any part of this Agreement is declared invalid or unenforceable by any court of competent jurisdiction, such declaration shall not affect the remainder of the Agreement and the invalidated provision shall be revised in a manner that will render such provision valid while preserving the parties' original intent to the maximum extent possible.

3.8 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. All references in this Agreement to sections, paragraphs and exhibits shall, unless otherwise provided, refer to sections and paragraphs hereof and exhibits attached hereto.

3.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the parties that execute such counterparts, and all of which together shall constitute one instrument.

3.10 Telecopy Execution and Delivery. A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more parties hereto and delivered by such party by facsimile or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute and deliver an original of this Agreement as well as any facsimile, telecopy or other reproduction hereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Registration Rights Agreement effective as of the day, month and year first above written.

NEOGENOMICS, INC.
a Nevada corporation

By: /s/Douglas VanOort

Name: Douglas VanOort

Title: Chairman and Chief Executive Officer

ABBOTT LABORATORIES
an Illinois corporation

By: /s/Thomas C. Freyman

Name: Thomas C. Freyman

Title: Executive Vice President, Finance and Chief Financial Officer

EXHIBIT 99.1
NEOGENOMICS, INC
PRESS RELEASE

FOR IMMEDIATE RELEASE

NeoGenomics Enters into Strategic Supply Agreement with Abbott for Development of a Melanoma Cancer Test

Ft. Myers, Florida – July 24, 2009 - NeoGenomics, Inc. (OTC BB: NGNM), a leading provider of cancer genetics testing services announced today that it has entered into a Strategic Supply Agreement with Abbott (NYSE: ABT). The Agreement provides for Abbott to supply materials for NeoGenomics to develop its own FISH (fluorescence *in situ* hybridization)-based test for the diagnosis of melanoma. In a separate transaction, Abbott has also acquired 9.6% of NeoGenomics common stock for $4.8 million.

Under terms of the Strategic Supply Agreement, NeoGenomics will evaluate and select from Abbott's proprietary single FISH probes to develop and commercialize a test for melanoma diagnosis in the United States. Once the probes have been identified by NeoGenomics, Abbott will supply them (some on an exclusive basis) over the course of a ten-year term. The agreement may be expanded, under certain circumstances, to include up to two additional tests for other cancers.

According to the American Cancer Society, approximately 68,000 new cases of invasive melanoma will be diagnosed this year in the United States. Melanoma typically starts as an abnormal mole on the skin and is easily cured if caught and removed early. Once it spreads to other parts of the body, however, it is particularly deadly. NeoGenomics intends to develop a FISH test to distinguish benign versus malignant melanoma. The goal for the new test is to provide the ability to more accurately diagnose malignant melanoma and provide more accurate prognostic information, thus assisting dermatologists in better managing patient care.

"We are delighted to have entered into this strategic agreement with Abbott. Melanoma is the most serious form of skin cancer, and its incidence continues to rise significantly. We are very pleased to have this opportunity to research, develop and offer a new genetic test to help clients better diagnose and treat patients who may suffer from melanoma," said Douglas VanOort, Chairman and Chief Executive Officer for NeoGenomics.

With more than one million skin cancers diagnosed annually, distinguishing melanoma from other less severe forms of skin cancer is vital. In particular, it has been reported that current diagnostic tools and techniques for detecting cutaneous melanoma can be especially difficult in cases arising in association with a nevus (mole), and that 30-50% of cutaneous melanomas occur with an associated nevus. A FISH test for melanoma has the potential to improve existing diagnostic techniques in cases that are ambiguous, borderline or difficult to diagnose. NeoGenomics estimates that this new melanoma test represents a $50-$100 million annual revenue opportunity in the next 4-6 years.

“Influencing the existing cancer testing market in the US is a challenge, but all of us here at NeoGenomics believe the timing, scientific literature and market conditions are right for this new melanoma FISH test,” said Robert Gasparini, President and Chief Scientific Officer of NeoGenomics. “We believe this new melanoma FISH test will complement our existing portfolio of FISH products. We also believe dermatopathologists will have a high level of interest in offering this test to their customers.”

While this new test is still in the development phase, NeoGenomics currently anticipates bringing a FISH test to market in early 2010 after completing a rigorous validation process. In the event that Abbott develops and obtains FDA approval for its own FISH-based melanoma test, the Strategic Supply Agreement provides a means by which NeoGenomics may offer the FDA-approved test to its customers instead of the laboratory developed test being offered by NeoGenomics.

In addition to the Strategic Supply Agreement, NeoGenomics and Abbott executed a Common Stock Purchase Agreement and a Registration Rights Agreement pursuant to which Abbott has invested $4.8 million to acquire 3,500,000 common shares of NeoGenomics at a price of $1.362 per common share. These Agreements prohibit Abbott from selling or otherwise transferring its shares at any time during the 180-day period immediately following the closing of the transaction.

About NeoGenomics

NeoGenomics, Inc. is a high-complexity CLIA–certified clinical laboratory that specializes in cancer genetics diagnostic testing, the fastest growing segment of the laboratory industry. The company’s testing services include cytogenetics, fluorescence in-situ hybridization (FISH), flow cytometry, morphology studies, anatomic pathology and molecular genetic testing. Headquartered in Fort Myers, FL, NeoGenomics has labs in Nashville, TN, Irvine, CA and Fort Myers and services the needs of pathologists, oncologists, urologists, and hospitals throughout the United States. For additional information about NeoGenomics, visit http://www.neogenomics.org.

For more news and information on NeoGenomics, please visit www.IRGnews.com/coi/NGNM where you can find a fact sheet on the company, investor presentations, and more. Interested parties can also access additional investor relations material, including an investment profile and an equity research report, from Hawk Associates at http://www.hawkassociates.com or from the American Microcap Institute at http://www.americanmicrocapinstitute.com/ngnm/.

Forward- Looking Statements

Except for historical information, all of the statements, expectations and assumptions contained in the foregoing are forward-looking statements. These forward-looking statements involve a number of risks and uncertainties that could cause actual future results to differ materially from those indicated in the forward-looking statements. Actual results could differ materially from such statements expressed or implied herein. Factors that might cause such a difference include, among others, the company's ability to continue gaining new customers, offer new types of tests, and otherwise implement its business plan. As a result, this press release should be read in conjunction with NeoGenomics' periodic filings with the SEC. NeoGenomics undertakes no obligation to release publicly any revisions to forward-looking statements as a result of subsequent developments or events.

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