

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): **June 20, 2014**

Enzo Biochem, Inc.

(Exact Name of Registrant as Specified in Its Charter)

New York

(State or Other Jurisdiction of Incorporation)

001-09974

(Commission File Number)

13-2866202

(IRS Employer Identification No.)

**527 Madison Avenue
New York, New York**

(Address of Principal Executive Offices)

10022

(Zip Code)

(212) 583-0100

(Registrant's Telephone Number, Including Area Code)

(Former Name or Former Address, if Changed Since Last Report)

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 *see* General Instruction A.2. below):

- 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.

Enzo Biochem, Inc. (the “Company”), along with its subsidiary Enzo Life Sciences, Inc. entered into a Settlement Agreement as of June 20, 2014 (the “Agreement”) with PerkinElmer, Inc., and PerkinElmer Health Sciences, Inc. (formerly known as PerkinElmer Life Sciences, Inc.) (together, “PerkinElmer”), with respect to an action between the Company and PerkinElmer before the U.S. District Court, Southern District of New York, Case No 03-CV-3817. PerkinElmer has agreed to pay \$7,000,000 in escrow in settlement pursuant to the Agreement.

The Agreement is filed with this current report as Exhibit 10.1 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
99.1	Press Release of Enzo Biochem, Inc., dated June 23, 2014.
10.1	Settlement Agreement as of June 20, 2014 by and between PerkinElmer, Inc., PerkinElmer Life Sciences, Inc., Enzo Biochem, Inc. and Enzo Life Sciences, Inc.
10.2	Escrow Agreement as of June 20, 2014 among Enzo Biochem, Inc., Enzo Life Sciences, Inc. and PerkinElmer, Inc., and PerkinElmer Health Sciences, Inc. and Kramer Levin Naftalis & Frankel LLP as escrow agent.

SIGNATURES

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

ENZO BIOCHEM, INC.

Date: June 23, 2014

By: /s/ Barry W. Weiner
Barry W. Weiner
President

EXHIBIT INDEX

- 99.1 Press Release of Enzo Biochem, Inc., dated June 23, 2014.
 - 10.1 Settlement Agreement as of June 20, 2014 by and between PerkinElmer, Inc., PerkinElmer Life Sciences, Inc., Enzo Biochem, Inc. and Enzo Life Sciences, Inc.
 - 10.2 Escrow Agreement as of June 20, 2014 among Enzo Biochem, Inc., Enzo Life Sciences, Inc. and PerkinElmer, Inc., and PerkinElmer Health Sciences, Inc. and Kramer Levin Naftalis & Frankel LLP as escrow agent.
-

SETTLEMENT AGREEMENT

This settlement agreement (the “Agreement”) is entered into as of June 20, 2014 (“Effective Date”), by and between PerkinElmer, Inc., and PerkinElmer Health Sciences, Inc. (formerly known as PerkinElmer Life Sciences, Inc.), having a principal place of business at 940 Winter Street, Waltham, Massachusetts (collectively, “PerkinElmer”) and Enzo Biochem, Inc. and Enzo Life Sciences, Inc. (formerly known as Enzo Diagnostics, Inc.), having a principal place of business at 527 Madison Avenue, New York, New York (collectively “Enzo”). Each of the foregoing entities is sometimes referred to as a “Party” and collectively as the “Parties.”

Enzo brought an action against PerkinElmer in the United States District Court, Southern District of New York, captioned *Enzo Biochem, Inc., et al., v. PerkinElmer, Inc. et al.*, Case No 03-CV-3817 RJS, and PerkinElmer asserted counterclaims against Enzo in that action (collectively, the “Action”). Enzo and PerkinElmer mutually desire to resolve the differences between them regarding the Action subject to the terms and conditions of this Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I DEFINITIONS

1.1 “Affiliate” means any entity that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with a Party. For the purposes of this definition, “ownership” or “control” mean: (a) possession, or the right to possession, of at least 50% of the voting stock of a corporation; (b) the power to direct the management and policies of the entity; (c) the power to appoint or remove a majority of the board of directors; or (d) the right to receive 50% or more of the profits or earnings. With regard to PerkinElmer, its Affiliates are listed in Exhibit 21 to PerkinElmer, Inc.’s Annual Report on Form 10-K for the fiscal year ended December 29, 2013.

ARTICLE II SETTLEMENT AMOUNT

2.1 PerkinElmer, Inc. shall pay seven million USD (\$7,000,000.00) to Enzo Biochem, Inc. by wire transfer (the “Settlement Payment”) by July 2, 2014 as follows:

Bank:	Citibank, N.A. 153 East 53 rd Street New York, NY 10043
For credit to the account of:	Kramer Levin Naftalis & Frankel LLP Attorney Escrow Account
ABA routing number	21000089

Account # 37301114
Attention: Joseph Scotto
(212) 559-6338

Provided that, if Greenberg Traurig LLP ("GT"), in its June 25, 2014 initial brief in support of its motion to set the value of its lien pursuant to the Court's June 16, 2014 Order, or in any other document that is publically filed on or before July 1, 2014, seeks an amount from Enzo with respect to the total value of its lien in the Action (including all interest and expenses) ("GT's Claim") that is less than the full amount of the Settlement Payment, PerkinElmer, Inc. shall on July 2, 2014 pay Enzo Biochem, Inc. a portion of the Settlement Payment that is equal to GT's Claim in accordance with the instructions set forth above, and shall pay the balance of the Settlement Payment to Enzo Biochem, Inc. as follows:

Bank: Citibank
For credit to the account of: Enzo Biochem, Inc.
ABA routing number 21000089
Account # 119121150

For avoidance of doubt, if GT seeks a lien in the Molecular Probes action (03 Civ. 3816 (RJS)) or the Roche action (04 Civ. 4046 (RJS)) that also includes some or all of GT's Claim, that will not reduce GT's Claim for purposes of this Article II. Enzo Biochem, Inc., shall acknowledge receipt of payment within no more than one (1) business day by email to william.mcelwain@wilmerhale.com. The Parties acknowledge and agree that this Agreement is enforceable according to its terms with respect to PerkinElmer Inc.'s payment obligation under this Article II. In the event that PerkinElmer, Inc. fails to pay the Settlement Payment by July 2, 2014 as set forth above, and Enzo commences a lawsuit to compel PerkinElmer, Inc. to do so, PerkinElmer, Inc. will pay Enzo's costs, including reasonable attorneys fees, of that lawsuit.

ARTICLE III RELEASES, REPRESENTATIONS AND DISMISSAL OF ACTION

3.1 PerkinElmer Release of Enzo. PerkinElmer, on behalf of itself and its Affiliates and all of their respective predecessors, successors and assigns (the "PerkinElmer Releasing Parties"), releases, acquits, and forever discharges Enzo and its Affiliates and all of their respective predecessors, successors, assigns, officers, directors, managers, members, employees, agents, insurers, servants, experts, consultants, and attorneys (the "Enzo Released Parties") from all liabilities, actions, causes of action, claims or demands, losses, damages, attorneys' fees, court costs, or any other form of claim or compensation ("Claims") arising prior to the date of this Agreement related to or arising under any claim or counterclaim that PerkinElmer now has, ever had, or could in the future have (but for this release) against the Enzo Released Parties, asserted in, arising out of, resulting from, or relating to the Action.

3.2 Enzo Release of PerkinElmer. Enzo on behalf of itself and its Affiliates and all of their respective predecessors, successors and assigns (the "Enzo Releasing Parties"), releases, acquits,

and forever discharges PerkinElmer and its Affiliates and all of their respective predecessors, successors, assigns, officers, directors, managers, members, employees, agents, insurers, servants, experts, consultants, and attorneys (the "PerkinElmer Released Parties") from all Claims arising prior to the date of this Agreement related to or arising under any claim or counterclaim that Enzo now has, ever had, or could in the future have (but for this release) against the PerkinElmer Released Parties, asserted in, arising out of, resulting from, or relating to the Action.

3.3 Releases. The releases specifically provided in this Agreement include an express, informed, knowing, and voluntary waiver and relinquishment to the fullest extent permitted by law. In this connection, the Parties acknowledge that they may have sustained damages, losses, costs, or expenses that are presently unknown and unsuspected and that such damages, losses, costs, or expenses as may have been sustained may give rise to additional damages, losses, costs, or expenses in the future. The Parties acknowledge, and waive any rights under, California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

or any similar or comparable law of any state, territory or jurisdiction, foreign or domestic, including the United States and federal, state, county or local jurisdiction which is similar, comparable, or equivalent to Section 1542 of the California Civil Code.

3.4 Representations. The Enzo Releasing Parties represent and warrant that, other than the released Claims, they have no actual knowledge of and no present intent to bring other Claims against PerkinElmer, its Affiliates or their customers (for such customer's use of or resale of PerkinElmer's or its Affiliates' products or services) for the use of PerkinElmer's or its Affiliates' products for patent or other intellectual property infringement under the Enzo Releasing Parties' currently existing patents, patent applications or other intellectual property based on or relating to any product or service of PerkinElmer or its Affiliates existing on or prior to the date of this Agreement.

3.5 Agreement Obligations Not Released. Notwithstanding anything to the contrary herein, the Parties reserve all rights and remedies, including damages and equitable relief, for breach of this Agreement and nothing herein releases any Party from its respective obligations under this Agreement or prevents any Party from enforcing the terms and conditions of this Agreement against the other Party.

3.6 Joint Stipulation of Dismissal with Prejudice. PerkinElmer will file a Joint Stipulation of Dismissal with Prejudice in the Southern District of New York in the form set forth in **Exhibit A** attached hereto in accordance with Section 2.1. The Parties shall promptly proceed with any and all additional procedures needed to dismiss with prejudice the Action including any modifications to the forms to comply with any local rules or procedures regarding the entry of

stipulated dismissals. The Parties acknowledge and agree that this Agreement is enforceable according to its terms with respect to final dismissal with prejudice of the Action.

3.7 No Effect On Other Actions. This Agreement, including the releases herein, does not affect any other pending action by Enzo as listed in **Exhibit B** attached hereto.

**ARTICLE IV
FURTHER REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS**

4.1 Mutual Representations and Warranties. Each Party represents and warrants to the other that: (a) each person executing this Agreement on its behalf has full authority to enter into this Agreement; (b) it enters into this Agreement of its own free will and accord, upon advice of its own legal counsel; (c) it has the authority to enter into and to perform or to cause performance of its obligations under this Agreement; (d) the execution and delivery of this Agreement and the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of such Party; (e) this Agreement constitutes a valid and binding obligation of such Party, enforceable against it in accordance with its terms; (f) no further approval is needed to make this Agreement valid, binding, and enforceable against such Party; and (g) the execution and delivery of this Agreement will not violate, conflict with, or result in a breach of the terms of any agreement by which such Party is bound or of any applicable statute, regulation, rule, or other law.

4.2 No Admission. This Agreement is made in connection with a full, final, and complete satisfaction and compromise of disputed claims and matters. Neither this Agreement nor any action taken in connection with this Agreement or pursuant to it constitutes an admission by any Party or by any other person that any conduct or action was unlawful or in violation of any contract, agreement, understanding, custom, or obligation among or between the Parties, or constituted any wrongdoing whatsoever.

**ARTICLE V
PUBLIC DISCLOSURE**

5.1 Public Disclosure. The Parties agree that any public disclosure of the existence and terms of this Agreement will be limited to such disclosure, if any, as a Party believes is required by law, rule, regulation or legal process, including by any stock exchange, the NASDAQ National Market or the rules and regulations of the United States Securities Exchange Commission (the "SEC") or any applicable state securities regulators. PerkinElmer has received and reviewed the press release and draft Form 8-K attached as Exhibit C and consents to the filing thereof with the SEC.

**ARTICLE VI
MISCELLANEOUS**

6.1 Notices. All required communications under this Agreement shall be in writing, sent to the Party at its address below, or as otherwise designated by the Party in accordance with this provision, and duly given or made: (a) on the date delivered in person; (b) on the date transmitted by electronic mail, if confirmation is received from the recipient; (c) three days after deposit in

the mail if sent by certified U.S. mail postage prepaid, return receipt requested; or (d) one day after deposit with a nationally recognized overnight carrier service with charges prepaid.

If to PerkinElmer:

PerkinElmer, Inc.
940 Winter Street
Waltham, Massachusetts 02451
Attention: Joel Goldberg
joel.goldberg @perkinelmer.com

If to Enzo:

Enzo Biochem
527 Madison Avenue
New York, New York 10022
Attention: Barry Weiner
bweiner@enzo.com

6.2 Governing Law/Entire Agreement. This Agreement shall be governed by the laws of the state of New York without regard to any conflict-of-laws provisions. This Agreement, including its exhibits, and the Escrow Agreement together constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all other previous and contemporaneous agreements, understandings, negotiations, discussions, offers, and acceptances with respect to such subject matter. This Agreement may not be modified except in writing signed by authorized representatives of the Parties. The delay or failure to assert a right or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition. A valid waiver must be executed in writing and signed by the Party granting the waiver. Each Party acknowledges that it was provided an opportunity to seek advice of counsel and as such this Agreement shall not be strictly construed against the drafter. This Agreement shall be binding on and inure to the benefit of each of the Parties and their successors and assigns.

6.3 Severability. The provisions of this Agreement are severable, and if any provision of this Agreement is determined to be invalid or unenforceable under any controlling body of law, such invalidity or non-enforceability shall not in any way affect the validity or enforceability of the remaining provisions or the validity or enforceability of such provision in any jurisdiction where valid and enforceable. Any invalid or unenforceable provision will be reformed by the Parties to effectuate their intent as evidenced on the Effective Date. The Parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

6.4 No Costs and Fees. Subject to the last sentence of Section 2.1 of this Agreement, each Party shall bear its own costs, expenses, and attorneys' fees and shall take all such additional steps and actions reasonably requested by any other Party as may be necessary or desired to effect the dismissal of the Action.

6.5 Assignment. This Agreement may be assigned by PerkinElmer without the consent of Enzo in connection with the sale of all or substantially all of the assets of PerkinElmer or any merger (including without limitation a reincorporation merger), consolidation, reorganization,

stock exchange, sale of stock, or other similar or related transaction in which PerkinElmer is the sole, surviving entity to conduct the business conducted by PerkinElmer prior to the consummation of the transaction.

PERKINELMER, INC.

By: /s/ Joel S. Goldberg
[Name] Joel S. Goldberg
[Title] SVP. General Counsel

Dated: June 20, 2014

PERKINELMER HEALTH SCIENCES, INC.

By: /s/ Joel S. Goldberg
[Name] Joel S. Goldberg
[Title] President

Dated: June 20, 2014

ENZO BIOCHEM, INC.

By: /s/ Barry Weiner

Dated: June 20, 2014

ENZO LIFE SCIENCES, INC.

By: /s/ Barry Weiner

Dated: June 20, 2014

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
ENZO BIOCHEM, INC., ET AL.,

Plaintiffs,

v.

PERKINELMER, INC., ET AL.,
Defendants.

CIVIL ACTION NO. 03-CV-3817 (RJS)

STIPULATION OF DISMISSAL

IT IS HEREBY STIPULATED AND AGREED that all claims by Enzo Biochem Inc., and Enzo Life Sciences, Inc. (formerly known as Enzo Diagnostics, Inc.) against PerkinElmer, Inc. and PerkinElmer Health Sciences, Inc. (formerly known as PerkinElmer Life Sciences, Inc.) shall be, and hereby are, dismissed with prejudice and without fees and costs;

IT IS FURTHER STIPULATED AND AGREED that all claims by PerkinElmer, Inc. and PerkinElmer Health Sciences, Inc. (formerly known as PerkinElmer Life Sciences, Inc.) against Enzo Biochem, Inc. and Enzo Life Sciences, Inc. (formerly known as Enzo Diagnostics, Inc.) shall be, and hereby are, dismissed with prejudice and without fees and costs;

IT IS FURTHER STIPULATED AND AGREED that this Stipulation is without prejudice to Enzo Biochem, Inc. and Enzo Life Sciences, Inc.'s rights to appeal in any other action;

IT IS FURTHER STIPULATED AND AGREED that this Stipulation may be executed in separate multiple counterparts, each of which shall be deemed to be an original. Signatures provided through email or facsimile are deemed to be the equivalent of originals for filing purposes.

Dated: June ____, 2014
New York, New York

KRAMER LEVIN NAFTALIS & FRANKEL LLP

By: _____
Michael J. Dell

mdell@kramerlevin.com
Attorneys for Plaintiffs
Enzo Life Sciences, Inc. and
Enzo Biochem, Inc.
1177 Avenue of Americas
New York, NY 10036
(212) 715-9100

WILMER HALE, LLP

By: _____
Robert J. Gunther, Jr.

Robert.Gunther@wilmerhale.com
Attorneys for Defendants
PerkinElmer, Inc. and PerkinElmer Health
Sciences, Inc.
250 Greenwich Street
New York, NY 10007
(212) 230-8830

EXHIBIT B

Caption	Court	Docket No.
<i>Roche Diagnostics GMBH, et al v. Enzo Biochem, Inc. et al</i>	S.D.N.Y.	04-cv-04046
<i>Enzo Life Sciences Inc. v. Gen-Probe, Inc.</i>	D. Del.	12-cv-00104
<i>Enzo Life Sciences Inc. v. Life Technologies Corp.</i>	D. Del.	12-cv-00105
<i>Enzo Life Sciences Inc. v. Roche Molecular Systems Inc., et al</i>	D. Del.	12-cv-00106
<i>Enzo Life Sciences Inc. v. Hologic, Inc.</i>	D. Del.	12-cv-00276
<i>Enzo Life Sciences Inc. v. v. Abbott Laboratories, et al</i>	D. Del.	12-cv-00274
<i>Enzo Life Sciences Inc. v. Becton, Dickinson & Company, et al</i>	D. Del.	12-cv-00275
<i>Enzo Life Sciences Inc. v. Illumina, Inc.</i>	D. Del.	12-cv-00435
<i>Enzo Life Sciences Inc. v. Adipogen Corp., et al</i>	D. Del.	12-cv-00088
<i>Enzo Life Sciences Inc. v. Agilent Technologies, Inc.</i>	D. Del.	12-cv-00434
<i>Enzo Life Sciences Inc. v. Siemens Healthcare Diagnostics, Inc.</i>	D. Del.	12-cv-00505

EXHIBIT C

ESCROW AGREEMENT

This agreement (this “**Agreement**”), dated as of June 20, 2014, is entered into by and among each of (i) Enzo Biochem, Inc. and Enzo Life Sciences, Inc., having a principal place of business at 527 Madison Avenue, New York, New York (together “**Enzo**”), (ii) PerkinElmer, Inc. and PerkinElmer Health Sciences, Inc. (together with PerkinElmer, Inc., “**PerkinElmer**”), and together with Enzo, the “**Parties**” and each a “**Party**”), and (iii) Kramer Levin Naftalis & Frankel LLP, solely in its capacity as escrow agent (in such capacity, the “**Escrow Agent**”), having an office at 1177 Sixth Avenue, New York, New York 10036.

RECITALS

WHEREAS, pursuant to the Settlement Agreement (the “**Settlement Agreement**”) dated as of June 20, 2014 by and among Enzo and PerkinElmer, Enzo and PerkinElmer have agreed to settle a lawsuit captioned *Enzo Biochem, Inc., et al. v. PerkinElmer, Inc., et al.* No. 03-CV-3817 RJS (the “**Action**”), and that PerkinElmer will pay Enzo \$7 million (the “**Settlement Payment**”);

WHEREAS, by letters dated April 29 and May 12, 2014 to counsel for PerkinElmer, Greenberg Traurig LLP (“**GT**”) asserted a lien on any settlement payments made in connection with the Action;

WHEREAS, Enzo and PerkinElmer have agreed that, subject to the next recital, PerkinElmer shall deposit, when required pursuant to the Settlement Agreement, the entire Settlement Payment with the Escrow Agent (such amount, together with all interest thereon, the “**Escrow Funds**”) pursuant to the Wire Transfer Instructions annexed as Schedule A hereto, and have so provided in the Settlement Agreement, which Escrow Funds are to be held and released by the Escrow Agent pursuant to the terms of this Agreement;

WHEREAS, Enzo and PerkinElmer have agreed that, notwithstanding the prior recital, if at any time (a) on or before July 1, 2014, GT seeks either in its June 25, 2014 initial brief pursuant to the Court’s June 16, 2014 Order, or in any other document that is publically filed in connection with its motion to set the total value of its lien in the Action (including all interest and expenses) (the “**Lien Amount**”), less than the full amount of the Settlement Payment, PerkinElmer shall on July 2, 2014, pay the difference between the Lien Amount and the Settlement Payment directly to Enzo, and shall deposit with the Escrow Agent only the portion of the Settlement Payment that is equal to the Lien Amount, or (b) on or after July 2, 2014 and after PerkinElmer has deposited any or all of the Settlement Payment with the Escrow Agent, GT seeks less than the full amount of the Escrow Funds, then PerkinElmer and Enzo shall direct the Escrow Agent to pay Enzo the difference between the Lien Amount and the amount then held in escrow; and

WHEREAS, the parties hereto desire that the Escrow Agent serve as escrow agent to hold the Escrow Funds on the terms set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, representations and warranties made in this Agreement and in the Settlement Agreement, the parties to this Agreement hereby agree as follows:

SECTION 1. Escrow Funds. Upon the Escrow Agent's receipt of the Escrow Funds from PerkinElmer, the Parties acknowledge and agree that the Escrow Funds shall be held by the Escrow Agent in an interest bearing account. Enzo shall report all such interest income and bear any taxes thereon.

SECTION 2. Release of Escrow Funds.

(a) The Escrow Agent shall release the Escrow Funds, or any portion thereof, at any time and from time to time only upon and in accordance with (i) its receipt of joint written instructions of Enzo and GT which include GT's release of PerkinElmer with respect to the Escrow Funds to be released, (ii) an order of Judge Sullivan or whichever judge may be assigned the Action or an order of a court of competent jurisdiction directing such release, provided that to the extent the order directs a payment to Enzo, the order is final and not subject to further appeal, and (iii) its receipt of joint written instructions from Enzo and PerkinElmer. In the event that Judge Sullivan or whichever judge may be assigned the Action or a court of competent jurisdiction determines that GT is entitled to some or all of the Lien Amount, and Enzo wishes to pay some or all of that award to GT from the Escrow Funds, PerkinElmer and Enzo agree that they shall direct the Escrow Agent to pay GT the amount of the award that Enzo wishes to pay from the Escrow Funds. Enzo and PerkinElmer agree that if at any time GT reduces the Lien Amount below the amount of the Escrow Funds then held by the Escrow Agent in escrow, Enzo and PerkinElmer shall direct the Escrow Agent to pay an amount equal to the difference between the Lien Amount and the Escrow Funds to Enzo. For avoidance of doubt, if GT seeks a lien in the Molecular Probes action (03 Civ. 3816 (RJS)) or the Roche action (04 Civ. 4046 (RJS)) that includes some or all of the Lien Amount, that will not reduce the Lien Amount or result in any decrease in the amount of the Escrow Funds to be held pursuant to this Agreement.

SECTION 3. Duties and Liabilities of the Escrow Agent.

(a) The Escrow Agent hereby represents that it has the authority to enter into this Agreement and serve as the Escrow Agent in accordance with the terms of this Agreement. The Escrow Agent is acting hereunder as a depository only and without compensation, and not as the agent of any Party, and the Escrow Agent shall have no duties or responsibilities except those expressly set forth herein. The Escrow Agent shall have no liability hereunder except for its own bad faith, gross negligence or willful misconduct.

(b) In the event any of the terms or provisions of any other agreement between any of the parties hereto conflict or are inconsistent with any of the terms and provisions of this Agreement, the terms and provisions of this Agreement shall govern and control in all respects. This Agreement sets forth exclusively the duties and obligations of the Escrow Agent with respect to any and all matters pertinent to its acting as such hereunder. The Escrow Agent shall not be obligated to refer to, and shall not be bound by, any other document or agreement.

Notwithstanding any provision to the contrary contained in any other agreement, the Escrow Agent shall have no interest in the Escrow Funds except as provided in this Agreement.

(c) The Escrow Agent shall not be bound by any modification of this Agreement affecting the rights, duties and obligations of the Escrow Agent, unless such modification shall be in writing and signed by the other parties hereto, and the Escrow Agent shall have given its prior written consent thereto.

(d) Subject to the terms and conditions of this Section 3(d), the Escrow Agent may resign at any time for any reason by giving written notice thereof to the Parties. Upon receipt of any notice of resignation by the Escrow Agent, the Parties shall cooperate in good faith to select a mutually acceptable replacement escrow agent as soon as possible thereafter. A resigning escrow agent shall continue to hold the Escrow Funds pursuant to this Agreement until a mutually acceptable replacement escrow agent has been selected, after which the resigning escrow agent shall transfer the Escrow Funds to the replacement escrow agent. Upon delivery of the Escrow Funds to a replacement escrow agent, a resigning escrow agent shall be relieved of all further obligations under this Agreement and shall be released from all liabilities, responsibilities and obligations of every kind and nature under this Escrow Agreement. Notwithstanding anything to the contrary in this Agreement, Escrow Agent may deposit the Escrow Funds with the clerk of the court of the United States District Court for the Southern District of New York or any other court of competent jurisdiction. Escrow Agent shall give written notice of such deposit to each Party and, upon such deposit, Escrow Agent shall be relieved and discharged of all further obligations hereunder.

SECTION 4. Reliance by the Escrow Agent. The Escrow Agent may act in reliance upon any instrument, document or signature reasonably believed by it to be genuine and may assume any officer or legal representative of Enzo, PerkinElmer and GT purporting to be giving any written notice, proof, advice or instruction in connection with the provisions hereof has been duly authorized to do so.

SECTION 5. Indemnity of the Escrow Agent. Enzo agrees to indemnify the Escrow Agent and its employees, partners, agents and representatives (collectively, the “**Escrow Agent Indemnitees**”) and to hold each Escrow Agent Indemnitee harmless against any and all claims against it or liabilities incurred by it in the due performance of or arising out of its performance of its duties hereunder, and to pay all costs, damages, judgments and expenses, including reasonable attorneys’ fees and costs, suffered or incurred by such Escrow Agent Indemnitee in connection with or arising out of this Agreement, except for such claims, liabilities, costs, damages, judgments, expenses and fees suffered or incurred by such Escrow Agent Indemnitee due to its own bad faith, gross negligence or willful misconduct.

SECTION 6. Indemnity of PerkinElmer. By letters dated May 12 and April 29, 2014 to counsel for PerkinElmer, GT asserted a lien on any settlement payments made in connection with the Action. If PerkinElmer becomes a defendant to any lawsuit concerning that purported lien or PerkinElmer is added as a party on any motion to set the value of such lien, Enzo agrees to indemnify PerkinElmer against (a) any final judgment awarded against PerkinElmer in that lawsuit or on that motion that is not subject to further appeal and (b) PerkinElmer’s costs, including reasonable attorneys’ fees, incurred in that lawsuit or in responding to that motion.

SECTION 7. Miscellaneous.

(a) Upon the delivery of the Escrow Funds as provided in Section 2 or in accordance with Section 3(d) of this Agreement, all of the obligations of the Escrow Agent as set forth herein shall cease.

(b) Except as otherwise provided in this Agreement, all notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made (i) upon the date of personal delivery (if notice is delivered by personal delivery), (ii) on the date of delivery (if notice is delivered by facsimile or .pdf transmission), (iii) on the day one (1) business day after deposit with a nationally recognized overnight courier service (if notice is delivered by nationally recognized overnight courier service), or (iv) on the third (3rd) business day following mailing from within the United States by first class United States mail, postage prepaid, registered mail return receipt requested (if notice is given in such manner), and in any case addressed to the parties at the addresses set forth below (or to such other addresses as the parties may specify by due notice to the other):

If to Escrow Agent: Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, New York 10022
Attention: Michael J. Dell
Fax: 212-715-8000
mdell@kramerlevin.com

If to Enzo: Enzo Biochem
527 Madison Avenue
New York, NY 10022
Attn: Barry Weiner
Fax: (212) 583-0150
BWeiner@Enzo.com

If to PerkinElmer: PerkinElmer, Inc.
940 Winter Street
Waltham, MA 02451
Attn: Joel Goldberg
Fax: 781-663-5969
joel.goldberg@perkinelmer.com

(c) This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any conflict of law rules. Any legal action or proceeding brought for declaratory relief concerning or to enforce the terms of this Agreement shall be submitted to Judge Sullivan or whichever judge may be assigned the Action or to a court of competent jurisdiction. In addition, each of the undersigned parties consents and agrees that Judge Sullivan or whichever judge may be assigned the Action or a court of competent jurisdiction may exercise jurisdiction over his, her or its person for purposes of enforcing the

terms of this Agreement and agrees not to assert that venue in New York is inappropriate or inconvenient.

(d) This Agreement and the Settlement Agreement together constitute the entire agreement between the undersigned parties hereto with respect to the subject matter covered herein, and supersede all prior agreements (written or oral), negotiations and discussions between parties which relate hereto. None of the terms or conditions set forth herein may be assigned, amended, modified or changed unless said assignment, amendment, change or modification is set forth in writing and signed by all of the undersigned parties hereto. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, heirs and assigns.

(e) If any term, provision, covenant, paragraph, or subparagraph of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall be deemed severable therefrom, shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.

(f) This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original hereof.

(g) Any dispute that may arise under this Agreement with respect to the delivery and/or ownership or right of possession of any of the Escrow Funds, or the duties of the Escrow Agent under this Agreement, shall be settled either by mutual agreement of the parties (evidenced by appropriate instructions in writing to Escrow Agent, signed by the parties), or if such dispute cannot be resolved by mutual agreement among the parties to such dispute, such dispute shall be finally resolved by Judge Sullivan or whichever judge may be assigned the Action or by a court of competent jurisdiction. Notwithstanding anything to the contrary in this Agreement, the Escrow Agent shall be entitled to deposit the Escrow Funds with the United States District Court for the Southern District of New York or at such other place designated by Judge Sullivan or whichever judge may be assigned the Action or in a court of competent jurisdiction if such dispute is not resolved pursuant to this Section 7(g) within 90 days after such dispute first arises.

(h) The Parties acknowledge and agree that the Escrow Agent serves as counsel to Enzo including in respect of the subject matter of this Agreement. The parties waive irrevocably all conflicts of interest that may arise or be deemed to arise by reason of the foregoing circumstances. Without limiting the generality of the foregoing, PerkinElmer specifically agrees that the Escrow Agent may continue to act as counsel to Enzo and its affiliates in connection with any and all matters notwithstanding its service as the Escrow Agent. Notwithstanding the foregoing, in no event shall the Escrow Agent serve as counsel to Enzo in connection with any litigation with PerkinElmer regarding the Escrow Funds or this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement on the date first written above.

KRAMER LEVIN NAFTALIS & FRANKEL
LLP, as Escrow Agent

By: /s/ Michael Dell
Name: Michael Dell
Title: Partner

ENZO BIOCHEM, INC.

By: /s/ Barry Weiner
Name: Barry Weiner
Title: President

ENZO LIFE SCIENCES, INC.

By: /s/ Barry Weiner
Name: Barry Weiner
Title: Executive Vice President

PERKINELMER, INC.

By: /s/ Joel S. Goldberg
Name: Joel S. Goldberg
Title: SVP, General Counsel

PERKINELMER HEALTH SCIENCES, INC.

By: /s/ Joel S. Goldberg
Name: Joel S. Goldberg
Title: President

SCHEDULE A

**ESCROW AGENT
WIRE TRANSFER INSTRUCTIONS**

Bank: Citibank, N.A.
153 East 53rd Street
New York, NY 10043

ABA No.: 021000089

Account Name: Kramer Levin Naftalis & Frankel LLP
Attorney Escrow Account

Account No.: 37301114

Attention: Joseph Scotto
(212) 559-6338

Questions regarding these wire instructions can be directed to:

Margot H. Usdan/CFO (212-715-9298)
Larry Gallo/Controller (212-715-7763)
Karen Robertson/Operations Manager (212-715-7654)
Dorota Dymek/Assistant Escrow Supervisor (212-715-7664).

**news
release**

Enzo Biochem, Inc.
527 Madison Avenue
New York, NY 10022

**ENZO BIOCHEM ANNOUNCES SETTLEMENT AGREEMENT
WITH PERKINELMER**

NEW YORK, NY, June 23, 2014 - Enzo Biochem, Inc. (NYSE:ENZ) (the "Company"), along with its subsidiary Enzo Life Sciences, Inc. entered into a Settlement with PerkinElmer, Inc. and PerkinElmer Health Sciences, Inc. (NYSE:PKI) with respect to an action between the Company and PerkinElmer before the U.S. District Court, Southern District of New York, Case No 03-CV-3817. PerkinElmer, Inc. has agreed to pay \$7,000,000 in escrow in settlement pursuant to the Agreement.

About Enzo Biochem

Enzo Biochem is a pioneer in molecular diagnostics, leading the convergence of clinical laboratories, life sciences and therapeutics through the development of unique diagnostic platform technologies that provide numerous advantages over previous standards. A global company, Enzo Biochem utilizes cross-functional teams to develop and deploy products systems and services that meet the ever-changing and rapidly growing needs of health care both today and into the future. Underpinning Enzo Biochem's products and technologies is a broad and deep intellectual property portfolio, with patent coverage across a number of key enabling technologies.

Except for historical information, the matters discussed in this news release may be considered forward-looking" statements within the meaning of Section 27A of the Securities Act of 1933, as amended and Section 21E of the Securities Exchange Act of 1934, as amended. Such statements include declarations regarding the intent, belief or current expectations of the Company and its management, including those related to cash flow, gross margins, revenues, and expenses are dependent on a number of factors outside of the control of the company including, inter alia, the markets for the Company's products and services, costs of goods and services, other expenses, government regulations, litigations, and general business conditions. See Risk Factors in the Company's Form 10-K for the fiscal year ended July 31, 2013. Investors are cautioned that any such forward-looking statements are not guarantees of future performance and involve a number of risks and uncertainties that could materially affect actual results. The Company disclaims any obligations to update any forward-looking statement as a result of developments occurring after the date of this press release.

###

Contact:

For Enzo Biochem, Inc.

Steven Anreder
Anreder & Company
212-532-3232
steven.anreder@anreder.com

or

Michael Wachs
CEOcast, Inc.
212-732-4300
mwachs@ceocast.com
