
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. __)

Enzo Biochem, Inc.
(Name of Issuer)

Common Stock
(Title of Class of Securities)

294100102
(CUSIP Number)

James C. Roumell
Roumell Asset Management, LLC
2 Wisconsin Circle, Suite 640
Chevy Chase, MD 20815
(301) 656-8500

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

November 17, 2020
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934 (the "Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Instructions).

CUSIP No.: 294100102

1	NAME OF REPORTING PERSON Roumell Asset Management, LLC	
	I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) 52-2145132	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP <input type="checkbox"/> (a) <input type="checkbox"/> (b)	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Maryland	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 2,702,559 (1)
	8	SHARED VOTING POWER 66,920 (2)
	9	SOLE DISPOSITIVE POWER 2,702,559 (1)
	10	SHARED DISPOSITIVE POWER 66,920 (2)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,769,479	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.8%	
14	TYPE OF REPORTING PERSON IA	

(1) These shares are deemed to be owned beneficially by Roumell Asset Management, LLC ("RAM") solely as a result of its discretionary power over such shares as investment adviser to the Roumell Opportunistic Value Fund (the "Fund").

(2) These shares are deemed to be owned beneficially by RAM solely as a result of its discretionary power over such shares as investment adviser to its clients.

CUSIP No.: 294100102

1	NAME OF REPORTING PERSON James C. Roumell I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP <input type="checkbox"/> (a) <input type="checkbox"/> (b)
3	SEC USE ONLY
4	SOURCE OF FUNDS PF
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7 SOLE VOTING POWER 2,702,559 (1)
	8 SHARED VOTING POWER 66,920 (2)
	9 SOLE DISPOSITIVE POWER 2,702,559 (1)
	10 SHARED DISPOSITIVE POWER 66,920 (2)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,769,479
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.8%
14	TYPE OF REPORTING PERSON IN

- (1) Includes 2,702,559 shares of Common Stock held by the Fund. Mr. Roumell is President of RAM and holds a controlling percentage of its outstanding voting securities and, as a result of his position with and ownership of securities of RAM, Mr. Roumell could be deemed the beneficial owner of the shares beneficially owned by the Fund.
- (2) These shares are deemed to be owned beneficially by RAM solely as a result of its discretionary power over such shares as investment adviser to its clients. Mr. Roumell is President of RAM and holds a controlling percentage of its outstanding voting securities and, as a result of his position with and ownership of securities of RAM, Mr. Roumell could be deemed the beneficial owner of the shares beneficially owned by RAM.

CUSIP No.: 294100102

1	NAME OF REPORTING PERSON Matthew M. Loar
	I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP <input type="checkbox"/> (a) <input type="checkbox"/> (b)
3	SEC USE ONLY
4	SOURCE OF FUNDS
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7 SOLE VOTING POWER 0
	8 SHARED VOTING POWER 0
	9 SOLE DISPOSITIVE POWER 0
	10 SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 0
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0%
14	TYPE OF REPORTING PERSON IN

CUSIP No.: 294100102

1	NAME OF REPORTING PERSON Edward Terino	
	I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP <input type="checkbox"/> (a) <input type="checkbox"/> (b)	
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 0	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0%	
14	TYPE OF REPORTING PERSON IN	

ITEM 1. SECURITY AND ISSUER:

This Schedule 13D relates to the common stock, par value \$.01 per share (the "Common Stock"), of Enzo Biochem, Inc., a New York corporation (the "Issuer"). The principal executive office of the Issuer is 527 Madison Avenue, New York, New York 10022.

ITEM 2. IDENTITY AND BACKGROUND:

(a) This statement is filed by:

- (i) Roumell Asset Management, LLC, a Maryland limited liability company ("RAM"), with respect to the shares of Common Stock directly and beneficially owned by it;
- (ii) James C. Roumell, with respect to the shares of Common Stock directly and beneficially owned by him;
- (iii) Matthew M. Loar, as a nominee for the Issuer's board of directors (the "Board"); and
- (iv) Edward Terino, as a nominee for the Board.

Each of the foregoing is referred to as a "Reporting Person" and collectively as the "Reporting Persons." Each of the Reporting Persons is party to that certain Joint Filing and Solicitation Agreement, as further described in Item 6. Accordingly, the Reporting Persons are hereby filing a joint Schedule 13D.

- (b) The address of the principal office of each of RAM and Mr. Roumell is 2 Wisconsin Circle, Suite 640, Chevy Chase, Maryland 20815. The principal place of business of Mr. Loar is c/o Roumell Asset Management, LLC, 2 Wisconsin Circle, Suite 640, Chevy Chase, Maryland 20815. The principal place of business of Mr. Terino is 17 Canterbury Road, Windham, New Hampshire 03087.
- (c) RAM is a registered investment adviser under the Investment Advisers Act of 1940 formed for the purpose of investing in securities and engaging in all related activities and transactions. The principal occupation of Mr. Roumell is the President of RAM. The principal occupation of Mr. Loar is as an independent financial consultant to public and private companies in the health care industry. The principal occupation of Mr. Terino is the President of GET Advisory Services, a New Hampshire-based consulting business providing strategy planning and financial management consulting services focused on the Media, Technology, Education and Maritime Transportation industries.
- (d) No Reporting Person has, during the last five (5) years, been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors).
- (e) No Reporting Person has, during the last five (5) years, been a party to any civil proceeding of a judicial or administrative body of competent jurisdiction which resulted in or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violations with respect to such laws.
- (f) Messrs. Roumell, Loar, and Terino are each a citizen of the United States of America.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION:

RAM is a registered investment adviser under the Investment Advisers Act of 1940. RAM directed client accounts as to which it had discretionary authority to purchase, for the clients' benefit and in the clients' names (or in street name), 66,920 shares of Common Stock and in most instances, has voting power over such shares. The aggregate purchase price of the 66,920 shares of Common Stock beneficially owned by RAM was \$156,376.51, inclusive of brokerage commissions. The sources of funding for these purchases were individual client funds.

RAM is the sole investment advisor to the Roumell Opportunistic Value Fund (the "Fund"), an investment company registered under the Investment Company Act of 1940. As investment advisor to the Fund, RAM caused the Fund to purchase 2,702,559 shares of Common Stock of the Issuer. The aggregate purchase price of the 2,702,559 shares of Common Stock beneficially owned by the Fund was \$6,250,859.84, inclusive of brokerage commissions. The sources of funding for these purchases were proceeds from the sale of Fund shares.

Mr. Roumell does not directly own any Common Stock.

ITEM 4. PURPOSE OF TRANSACTION:

The Reporting Persons purchased the shares of Common Stock based on the Reporting Persons' belief that the shares of Common Stock, when purchased, were undervalued and represented an attractive investment opportunity. Depending upon overall market conditions, other investment opportunities available to the Reporting Persons, and the availability of shares of Common Stock at prices that would make the purchase or sale of shares of Common Stock desirable, the Reporting Persons may endeavor to increase or decrease their position in the Issuer through, among other things, the purchase or sale of shares of Common Stock on the open market or in private transactions or otherwise, on such terms and at such times as the Reporting Persons may deem advisable. The Reporting Persons anticipate having conversations with members of the Issuer's management and Board regarding possible ways to enhance shareholder value including through improvement in the Issuer's capital allocation, operations, investor communications and corporate governance, among other topics.

On November 27, 2020, RAM delivered a letter to the Issuer nominating a slate of two (2) highly qualified director candidates, whom include Messrs. Loar and Terino (together, the "Nominees"), for election to the Board at the Issuer's upcoming annual meeting of shareholders (the "Annual Meeting"), and submitting two (2) business proposals seeking shareholder approval at the Annual Meeting to (i) amend the Issuer's Amended and Restated Bylaws, as amended (the "Bylaws"), to set the minimum size of the Board as three (3) directors and provide the Board with discretion to adjust the size of the Board from time to time subject to that minimum, and (ii) repeal any provision of, or amendment to, the Bylaws adopted by the Board without approval by the Company's shareholders subsequent to February 25, 2020, the date the last amendment to the Bylaws was adopted.

The Reporting Persons, in the ordinary course of business, regularly review their equity interest in the Issuer and may, from time to time, acquire additional shares of Common Stock. While the Reporting Persons have no present intention to dispose of all or any portion of the shares of Common Stock beneficially owned by them, RAM may be required to sell shares of Common Stock from time to time to accommodate client requests to transfer or liquidate their accounts. Any such sales of securities of the Issuer may be in the open market, privately negotiated transactions or otherwise.

Depending on their assessment of the foregoing factors, the Reporting Persons may, from time to time, modify their present intention as stated in this Item 4.

No Reporting Person has any present plan or proposal which would relate to or result in any of the matters set forth in subparagraphs (a) - (j) of Item 4 of Schedule 13D, except as set forth herein or such as would occur upon or in connection with completion of, or following, any of the actions discussed herein. The Reporting Persons intend to review their investment in the Issuer on a continuing basis. Depending on various factors including, without limitation, the Issuer's financial position and investment strategy, the price levels of the shares of Common Stock, conditions in the securities markets and general economic and industry conditions, the Reporting Persons may in the future take such actions with respect to their investment in the Issuer as they deem appropriate including, without limitation, engaging in communications with management and the Board of the Issuer, engaging in discussions with shareholders of the Issuer and others about the Issuer and the Reporting Persons' investment, making proposals to the Issuer concerning changes to the capitalization, ownership structure, board structure (including board composition) or operations of the Issuer, purchasing additional shares of Common Stock, selling some or all of their shares of Common Stock, engaging in short selling of or any hedging or similar transaction with respect to the shares of Common Stock, or changing their intention with respect to any and all matters referred to in Item 4.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER:

The aggregate percentage of shares of Common Stock reported owned by each person named herein is based upon 47,895,050 shares of Common Stock outstanding, as of October 12, 2020, which is the total number of shares of Common Stock outstanding as reported in the Issuer's Annual Report on Form 10-K for the fiscal year ended July 31, 2020 filed with the Securities and Exchange Commission on October 19, 2020.

A. RAM

- (a) As of the close of business on November 27, 2020, RAM beneficially owned 2,769,479 shares of Common Stock, including 1,000 shares of Common Stock directly owned by RAM.

Percentage: Approximately 5.8%

- (b) 1. Sole power to vote or direct vote: 2,702,559
2. Shared power to vote or direct vote: 66,920
3. Sole power to dispose or direct the disposition: 2,702,559
4. Shared power to dispose or direct the disposition: 66,920

- (c) The transactions in the shares of Common Stock during the past sixty (60) days are set forth in Schedule A and are incorporated herein by reference.

B. Mr. Roumell

- (a) As of the close of business on November 27, 2020, RAM beneficially owned 2,769,479 shares of Common Stock.

Percentage: Approximately 5.8%

- (b) 1. Sole power to vote or direct vote: 2,702,559
2. Shared power to vote or direct vote: 66,920
3. Sole power to dispose or direct the disposition: 2,702,559
4. Shared power to dispose or direct the disposition: 66,920

- (c) Mr. Roumell has not participated in any transaction in the shares of Common Stock during the past sixty (60) days.

C. Mr. Loar

- (a) As of the close of business on November 27, 2020, Mr. Loar did not directly own any shares of Common Stock.

Percentage: 0%

- (b) 1. Sole power to vote or direct vote: 0
2. Shared power to vote or direct vote: 0
3. Sole power to dispose or direct the disposition: 0
4. Shared power to dispose or direct the disposition: 0

- (c) Mr. Loar has not participated in any transaction in the shares of Common Stock during the past sixty (60) days.

D. Mr. Terino

(a) As of the close of business on November 27, 2020, Mr. Terino did not directly own any shares of Common Stock.

Percentage: 0%

- (b) 1. Sole power to vote or direct vote: 0
2. Shared power to vote or direct vote: 0
3. Sole power to dispose or direct the disposition: 0
4. Shared power to dispose or direct the disposition: 0

(c) Mr. Terino has not participated in any transaction in the shares of Common Stock during the past sixty (60) days.

As of the close of business on November 27, 2020, the Reporting Persons collectively beneficially owned an aggregate of 2,769,479 shares of Common Stock, constituting approximately 5.8% of the shares of Common Stock outstanding.

(d) RAM advisory clients have the right to receive or direct the receipt of dividends from, or the proceeds from the sale of, the 66,920 shares of Common Stock. Investors in the Fund have the right to receive or direct the receipt of dividends from the 2,702,559 shares of Common Stock, but proceeds from the sale of such shares become assets of the Fund.

(e) Not applicable.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER:

On November 27, 2020, the Reporting Persons entered into a Joint Filing and Solicitation Agreement in which, among other things, (a) the Reporting Persons agreed to the joint filing on behalf of each of them of statements on Schedule 13D with respect to the securities of the Issuer and (b) the Reporting Persons agreed to solicit proxies or written consents for proposals submitted to shareholders for approval and the election of the Nominees at the Annual Meeting (the "Solicitation"). The Joint Filing and Solicitation Agreement is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Pursuant to letter agreements, RAM has agreed to indemnify each of Messrs. Loar and Terino against any and all claims of any nature arising from the Solicitation and any related transactions. A form of the indemnification letter agreement is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

ITEM 7. MATERIALS TO BE FILED AS EXHIBITS:

99.1 [Joint Filing and Solicitation Agreement by and among the Reporting Persons, dated November 27, 2020.](#)

99.2 [Form of Indemnification Letter Agreement.](#)

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

November 27, 2020

James C. Roumell

By: /s/ James C. Roumell

Name: James C. Roumell

November 27, 2020

Roumell Asset Management, LLC

By: /s/ James C. Roumell

Name: James C. Roumell

Title: President

November 27, 2020

Matthew M. Loar

By: /s/ Matthew M. Loar

Name: Matthew M. Loar

November 27, 2020

Edward Terino

By: /s/ Edward Terino

Name: Edward Terino

CUSIP No.: 294100102

SCHEDULE A

Transactions in shares of Common Stock During the Past Sixty (60) Days

Shares of Common Stock Purchase / Sold	Price Per Share	Date of Purchase / Sale
<u>ROUMELL ASSET MANAGEMENT, LLC⁷</u>		
185,000 (Purchase)	\$ 2.21	10/14/20
230,000 (Purchase)	\$ 1.95	10/29/20

⁷ Consists of shares purchased by RAM on behalf of its client advisory accounts to accommodate client-requested account liquidations or transfers for client tax planning and other personal purposes, and all transactions were conducted in the open market for cash. Prices do not reflect brokerage commissions paid.

JOINT FILING AND SOLICITATION AGREEMENT

WHEREAS, certain of the undersigned are stockholders, direct or beneficial, of Enzo BioChem, Inc., a New York corporation (the "Company");

WHEREAS, Roumell Asset Management, LLC, a Maryland limited liability company ("Roumell"), James C. Roumell, Matthew M. Loar and Edward Terino wish to form a group for the purpose of seeking representation on the Board of Directors of the Company (the "Board") at the upcoming annual meeting of stockholders of the Company (including any other meeting of stockholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof, the "Annual Meeting") and for the purpose of taking all other action necessary to achieve the foregoing.

NOW, IT IS AGREED, this 27th day of November 2020 by the parties hereto:

1. In accordance with Rule 13d-1(k)(1)(iii) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), each of the undersigned (collectively, the "Group") agrees to the joint filing on behalf of each of them of statements on Schedule 13D, and any amendments thereto, with respect to the securities of the Company. Each member of the Group shall be responsible for the accuracy and completeness of his or its own disclosure therein, and is not responsible for the accuracy and completeness of the information concerning the other members, unless such member knows or has reason to know that such information is inaccurate. Roumell or its representative shall provide each member of the Group with copies of all Schedule 13D filings and other public filings to be filed on behalf of such member at least 24 hours prior to the filing or submission thereof.

2. So long as this agreement is in effect, each of the undersigned shall provide written notice to Craig L. Lukin of (i) any of their purchases or sales of securities of the Company; or (ii) any securities of the Company over which they acquire or dispose of beneficial ownership. Notice shall be given no later than 24 hours after each such transaction.

3. Each of the undersigned agrees to form the Group for the purpose of (i) soliciting proxies or written consents for proposals submitted to stockholders for approval and the election of the persons nominated by the Group to the Board, each at the Annual Meeting, (ii) taking such other actions as the parties deem advisable, and (iii) taking all other action necessary or advisable to achieve the foregoing.

4. Roumell shall have the right to pre-approve all expenses incurred in connection with the Group's activities and agree to pay directly all such pre-approved expenses.

5. Each of the undersigned agrees that any SEC filing, press release or stockholder communication proposed to be made or issued by the Group or any member of the Group in connection with the Group's activities set forth in herein shall be first approved by Roumell, or its representatives, which approval shall not be unreasonably withheld.

6. The relationship of the parties hereto shall be limited to carrying on the business of the Group in accordance with the terms of this Agreement. Such relationship shall be construed and deemed to be for the sole and limited purpose of carrying on such business as described herein. Nothing herein shall be construed to authorize any party to act as an agent for any other party, or to create a joint venture or partnership, or to constitute an indemnification. Nothing herein shall restrict any party's right to purchase or sell securities of the Company, as he or it deems appropriate, in his or its sole discretion, provided that all such sales are made in compliance with all applicable securities laws.

7. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

8. In the event of any dispute arising out of the provisions of this Agreement or their investment in the Company, the parties hereto consent and submit to the exclusive jurisdiction of the Federal and State Courts in the State of New York.

9. Any party hereto may terminate his or its obligations under this Agreement on 24 hours' written notice to all other parties, with a copy by email to Craig L. Lukin, c/o: Roumell Asset Management, LLC, clukin@roumellasset.com.

10. Each party acknowledges that Roumell shall, in its sole discretion, select and retain counsel for both the Group and Roumell and its affiliates relating to their investment in the Company.

11. Each of the undersigned parties hereby agrees that this Agreement shall be filed as an exhibit to a Schedule 13D pursuant to Rule 13d-1(k)(1)(iii) under the Exchange Act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

ROUMELL ASSET MANAGEMENT, LLC

By: /s/ James C. Roumell

Name: James C. Roumell

Title: President

/s/ James C. Roumell

JAMES C. ROUMELL

*Signature Page to
Joint Filing and Solicitation Agreement*

/s/ Matthew M. Loar
MATTHEW M. LOAR

*Signature Page to
Joint Filing and Solicitation Agreement*

/s/ Edward Terino
EDWARD TERINO

*Signature Page to
Joint Filing and Solicitation Agreement*

ROUMELL ASSET MANAGEMENT, LLC
2 Wisconsin Circle, Suite 640
Chevy Chase, MD 20815

November 27, 2020

[]

Re: Enzo BioChem, Inc.

Dear []:

Thank you for agreeing to serve as a nominee for election to the Board of Directors of Enzo Biochem, Inc. (the "Company") in connection with the proxy solicitation that Roumell Asset Management, LLC ("Roumell") is considering undertaking to nominate and elect directors at the Company's upcoming annual meeting of stockholders, including any other meeting of stockholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof (the "Roumell Solicitation"). Your outstanding qualifications, we believe, will prove a valuable asset to the Company and all of its stockholders. This letter ("Agreement") will set forth the terms of our agreement.

Roumell agrees to indemnify and hold you harmless against any and all claims of any nature, whenever brought, arising from the Roumell Solicitation and any related transactions, irrespective of the outcome; *provided, however*, that you will not be entitled to indemnification for claims arising from your gross negligence, willful misconduct, intentional and material violations of law, criminal actions or material breach of the terms of this agreement; *provided, further*, that upon your becoming a director of the Company, this indemnification shall not apply to any claims made against you in your capacity as a director of the Company. This indemnification will include any and all losses, liabilities, damages, demands, claims, suits, actions, judgments, or causes of action, assessments, costs and expenses, including, without limitation, interest, penalties, reasonable attorneys' fees, and any and all reasonable costs and expenses incurred in investigating, preparing or defending against any litigation, commenced or threatened, any civil, criminal, administrative or arbitration action, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation asserted against, resulting, imposed upon, or incurred or suffered by you, directly or indirectly, as a result of or arising from the Roumell Solicitation and any related transactions (each, a "Loss").

In the event of a claim against you pursuant to the prior paragraph or the occurrence of a Loss, you shall give Roumell prompt written notice of such claim or Loss (*provided* that failure to promptly notify Roumell shall not relieve us from any liability which we may have on account of this Agreement, except to the extent we shall have been materially prejudiced by such failure). Upon receipt of such written notice, Roumell will provide you with counsel to represent you. Such counsel shall be reasonably acceptable to you. In addition, you will be reimbursed promptly for any Loss suffered by you and as incurred as provided herein. Roumell may not enter into any settlement of loss or claim without your consent unless such settlement includes a release of you from any and all liability in respect of such claim.

You hereby agree to keep confidential and not disclose to any party, without the consent of Roumell, any confidential, proprietary or non-public information (collectively, "Information") of Roumell, its affiliates or members of its Schedule 13D group that you have heretofore obtained or may obtain in connection with your service as a nominee hereunder. Notwithstanding the foregoing, Information shall not include any information that is publicly disclosed by Roumell, its affiliates or members of its Schedule 13D group or any information that you can demonstrate is now, or hereafter becomes, through no act or failure to act on your part, otherwise generally known to the public.

Notwithstanding the foregoing, if you are required by applicable law, rule, regulation or legal process to disclose any Information you may do so provided that you first promptly notify Roumell so that Roumell or any member thereof may seek a protective order or other appropriate remedy or, in Roumell's sole discretion, waive compliance with the terms of this Agreement. In the event that no such protective order or other remedy is obtained or Roumell does not waive compliance with the terms of this Agreement, you may consult with counsel at the cost of Roumell and you may furnish only that portion of the Information which you are advised by counsel is legally required to be so disclosed and you will request that the party(ies) receiving such Information maintain it as confidential.

All Information, all copies thereof, and any studies, notes, records, analysis, compilations or other documents prepared by you containing such Information, shall be and remain the property of Roumell and, upon the request of a representative of Roumell, all such information shall be returned or, at Roumell's option, destroyed by you, with such destruction confirmed by you to Roumell in writing.

This Agreement shall be governed by the laws of the State of New York, without regard to the principles of the conflicts of laws thereof.

* * *

If you agree to the foregoing terms, please sign below to indicate your acceptance.

Very truly yours,

ROUMELL ASSET MANAGEMENT, LLC

By: _____
Name: James C. Roumell
Title: President

*Signature Page to
Indemnification Agreement*

ACCEPTED AND AGREED:

*Signature Page to
Indemnification Agreement*