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

#### **SCHEDULE 13D**

Under the Securities Exchange Act of 1934

(Amendment No. 15)

# Enzo Biochem, Inc.

(Name of Issuer)

Common Stock (Title of Class of Securities)

**294100102** (CUSIP Number)

James C. Roumell Asset Management, LLC 2 Wisconsin Circle, Suite 700 Chevy Chase, MD 20815 (301) 656-8500

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

#### **September 29, 2021**

(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  $\S\S$  240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.  $\Box$ 

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

\* 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	1 Name of Reporting				
	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				
	(a): □ (b): □				
3	SEC Use Only				
4	Source of Funds (See Instructions)				
	00				
5	Check Box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e):				
6	Citizenship or Place of Organization				
	Maryland				
		7	Sole Voting Power 2,886,771 (1)		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		8	Shared Voting Power  0		
		9	Sole Dispositive Power 2,886,771 (1)		

Ī	10 Shared Dispositive Power
	0
11	Aggregate Amount Beneficially Owned by Each Reporting Person
	2,886,771
12	Check if the Aggregate Amount in Row (10) Excludes Certain Shares
13	Percent of Class Represented by Amount in Row (11)
	6.0%
14	Type of Reporting Person
	IA
(1) These	e shares are deemed to be owned beneficially by Roumell Asset Management TTC ("RAM") solely as a result of its discretionary nower over such shares as investment

(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 Roumell Opportunistic Value Fund (the "Fund").

2

# CUSIP NO. 294100102

1	Name of Reporting Person					
	Roumell Opportunistic Value Fund					
	I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)					
	27-3410284					
2		riate Box	if a Member of a Group			
	(a): □ (b): □					
3	SEC Use Only					
4	Source of Funds (S	See Instru	ctions)			
	00					
5		losure of	Legal Proceedings is Required Pursuant to Items 2(d) or 2(e):			
6	Citizenship or Place	e of Orgar	ization			
	North Carolina					
	•	7	Sole Voting Power			
	UMBER OF BENEFICIALLY		2,886,771			
NI		8	Shared Voting Power			
SHARES						
	WNED BY I REPORTING	9	Sole Dispositive Power			
PEI	RSON WITH		2,886,771			
		10	Shared Dispositive Power			
11	Aggregate Amoun	t Benefici	ally Owned by Each Reporting Person			
	2,886,771					
12	Check if the Aggregate Amount in Row (10) Excludes Certain Shares					
13						
	6.0%					
14	Type of Reporting	Person				
	IV					

1	Name of Reportin	g Person					
	James C. Roumell						
	I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)						
2							
2		Check the Appropriate Box if a Member of a Group					
3	(a): $\square$ (b): $\square$ SEC Use Only						
3	•						
4	Source of Funds (	See Instructions)					
	PF						
5	Check Box if Disc	closure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e):					
6	Citizenship or Pla	ce of Organization					
	<b>United States</b>						
		7 Sole Voting Power					
		2,886,771 (1)					
	UMBER OF	8 Shared Voting Power					
O	S BENEFICIALLY WNED BY	0 Sala Diagnositiva Payara					
	H REPORTING RSON WITH	9 Sole Dispositive Power					
112	KSON WIIII	2,886,771 (1)					
		10 Shared Dispositive Power					
11	A composite Amoun	t Beneficially Owned by Each Reporting Person					
11		it Beneficially Owned by Each Reporting Person					
12	2,886,771	egate Amount in Row (10) Excludes Certain Shares					
12		egate Amount in Now (10) Excludes Certain Shares					
13	Percent of Class Represented by Amount in Row (11)						
10							
14	6.0%  14 Type of Reporting Person						
		,					
	IN						
(1) Consists of 2,886,771 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.							
		4					
CUSIP N	O. 294100102						
1	Name of Reportin	g Person					
	Matthew M. Loa	r					
2		CATION NO. OF ABOVE PERSON (ENTITIES ONLY) oriate Box if a Member of a Group					
3	(a): $\square$ (b): $\square$ SEC Use Only						
4	·	See Instructions)					
4	4 Source of Funds (See Instructions)						
5	5 Check Box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e):						
6							
	United States						
	7 Sole Voting Power						
	0						
		8 Shared Voting Power					
	UMBER OF S BENEFICIALLY	0					
	OWNED BY						

EACH REPORTING PERSON WITH		9	Sole Dispositive Power
			0
		10	Shared Dispositive Power
			0
11	Aggregate Amour	nt Beneficia	ally Owned by Each Reporting Person
	0		
12	Check if the Aggregate Amount in Row (10) Excludes Certain Shares		
13	Percent of Class Represented by Amount in Row (11)		
	0%		
14	Type of Reporting Person		
	IN		

5

# CUSIP NO. 294100102

1	Name of Reporting Person					
	Edward Terino					
	I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)					
2			if a Member of a Group			
	(a): □ (b): □					
3	SEC Use Only					
4	Source of Funds (	See Instruc	ztions)			
	PF					
5	Check Box if Disc	closure of	Legal Proceedings is Required Pursuant to Items 2(d) or 2(e):			
6	Citizenship or Pla	ce of Orga	nization			
	USA					
		7	Sole Voting Power			
			30,000			
NUMBER OF		8	Shared Voting Power			
	BENEFICIALLY WNED BY		0			
EACE	I REPORTING	9	Sole Dispositive Power			
PEF	RSON WITH		30,000			
			Shared Dispositive Power			
0						
11	Aggregate Amount Beneficially Owned by Each Reporting Person					
	30,000					
12	Check if the Aggregate Amount in Row (10) Excludes Certain Shares					
13	Percent of Class Represented by Amount in Row (11)					
	0.1%					
14	Type of Reporting	Person				
	IN					

Susanne L. Meline  I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)  2 Check the Appropriate Box if a Member of a Group  (a):	1	Name of Reportin	g Person			
LR.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)  2 Check the Appropriate Box if a Member of a Group  (a):	-					
Check the Appropriate Box if a Member of a Group  (a):		Susanne L. Melin	1e			
(a):						
3 SEC Use Only  4 Source of Funds (See Instructions)  5 Check Box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e):  G  6 Citizenship or Place of Organization  USA  7 Sole Voting Power  0 SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH  9 Sole Dispositive Power  0 Sole Dispositive Power  10 Shared Dispositive Power  0 Shared Power  11 Aggregate Amount Beneficially Owned by Each Reporting Person  0	2	Check the Approp	riate Box	if a Member of a Group		
4 Source of Funds (See Instructions)  5 Check Box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e):		(a): □ (b): □				
5 Check Box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e):    Gamma   Gitzenship or Place of Organization     USA	3	SEC Use Only				
6 Citizenship or Place of Organization  USA  7 Sole Voting Power  0  SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH  9 Sole Dispositive Power  0  10 Shared Dispositive Power	4	Source of Funds (	See Instruc	etions)		
6 Citizenship or Place of Organization USA  PARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH  11 Aggregate Amount Beneficially Owned by Each Reporting Person  1 Aggregate Amount Beneficially Owned by Each Reporting Person	5	Check Box if Disc	closure of l	Legal Proceedings is Required Pursuant to Items 2(d) or 2(e):		
USA  VUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH  11 Aggregate Amount Beneficially Owned by Each Reporting Person  1 Aggregate Amount Beneficially Owned by Each Reporting Person						
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH  9 Sole Dispositive Power  0 10 Shared Dispositive Power  0 1 Aggregate Amount Beneficially Owned by Each Reporting Person  0	6	Citizenship or Plac	ce of Orga	nization		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH  9 Sole Dispositive Power  0 10 Shared Dispositive Power  0 1 Aggregate Amount Beneficially Owned by Each Reporting Person  0		USA				
SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH						
EACH REPORTING PERSON WITH	SHARES BENEFICIALLY OWNED BY EACH REPORTING		8			
11 Aggregate Amount Beneficially Owned by Each Reporting Person  0			9	0		
0				0		
12 Check if the Aggregate Amount in Row (10) Excludes Certain Shares	11					
	12					
13 Percent of Class Represented by Amount in Row (11)	13					
0%		0%				
14 Type of Reporting Person	14	Type of Reporting	g Person			
IN		IN				

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The following constitutes Amendment No. 15 to the Schedule 13D filed by the undersigned ("Amendment No. 15"). This Amendment No. 15 amends, supplements and to the extent inconsistent with, supersedes the Schedule 13D filed with the Securities and Exchange Commission (the "SEC") on November 27, 2020, as amended by Amendment No. 1 filed with the SEC on December 4, 2020, Amendment No. 2 filed with the SEC on December 7, 2020, Amendment No. 3 filed with the SEC on December 8, 2020, Amendment No. 6 filed with the SEC on December 21, 2020, Amendment No. 6 filed with the SEC on December 22, 2020, Amendment No. 7 filed with the SEC on December 22, 2020, Amendment No. 8 filed with the SEC on December 23, 2020, Amendment No. 9 filed with the SEC on December 29, 2020, Amendment No. 10 filed with the SEC on December 30, 2020, Amendment No. 11 filed with the SEC on December 31, 2020, Amendment No. 12 filed with the SEC on January 5, 2021, Amendment No. 13 filed with the SEC on January 15, 2021 and Amendment No. 14 filed with the SEC May 5, 2021 (as amended, the "Schedule 13D").

# Item 2. Identity and Background:

Item 2 is hereby amended and restated as follows:

- (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) Roumell Opportunistic Value Fund (the "Fund"), an investment company registered under the Investment Company Act of 1940;
  - (iii) James C. Roumell, with respect to the shares of Common Stock directly and beneficially owned by him;
  - (iv) Edward Terino, as a nominee for the Issuer's board of directors (the "Board"); and
  - (v) Susanne L. Meline, 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 dated as of September 29, 2021, as further described in Item 6. Accordingly, the Reporting Persons are hereby filing a joint Schedule 13D/A.

(b) The address of the principal office of each of RAM, the Fund and Mr. Roumell is 2 Wisconsin Circle, Suite 700, Chevy Chase, Maryland 20815. The principal place of business of Mr. Terino is 25 Indian Rock Road, Suite 23, Windham, New Hampshire 03087. The principal place of business of Ms. Meline is 610 Main St., Venice, California 90291.

- (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. RAM is the sole investment advisor to the Fund, an investment company registered under the Investment Company 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. 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. The principal occupation of Ms. Meline is the co-founder and special situations advisor of Francis Capital Management, LLC, a value-based investment advisor.
  - (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 and Terino and Ms. Meline are each a citizen of the United States of America.

8

#### Item 4. Purpose of Transaction.

Item 4 is hereby amended and supplemented as follows:

On September 29, 2021, the Fund delivered a letter to the Issuer nominating a slate of two (2) highly qualified director candidates, consisting of Mr. Terino and Ms. Meline (together, the "Nominees"), for election to the Board at the Issuer's upcoming annual meeting of shareholders (the "2021 Annual Meeting"), and submitting one (1) precatory business proposal requesting that the Board take all necessary steps in its power to declassify the Board.

Directly below are the biographies of each of Mr. Terino and Ms. Meline:

Edward Terino, age 68, currently serves as 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 that he started in 2009. From April 2016 to February 2019, he served as the Chief Executive Officer of SeaChange International Inc. ("SeaChange"), a global leader in video technology solutions to content owners, telecommunications providers and cable operators. He also served as Chief Operational Officer of SeaChange from June 2015 to April 2016. Mr. Terino was previously the Chief Executive Officer and President of Arlington Tankers Ltd. from July 2005 until its merger with General Maritime in December 2008. He previously served as Senior Vice President and Chief Financial Officer of Art Technology Group, Inc. from September 2001 to June 2005; Senior Vice President, Chief Financial Officer and Treasurer of Applix, Inc. from April 1999 to September 2001; and Chief Financial Officer, Treasurer and Secretary of Celerity Solutions, Inc. from 1996 to 1999. Mr. Terino served in various positions at Houghton Mifflin, including Vice President of Finance, Planning and Operations, from 1985 to 1996. He began his career in 1976 at Deloitte & Touche and spent nine years in their consulting services organization. Mr. Terino currently serves as Chairman of the Board of Directors of Stream-it.App Inc, a privately held start-up advertising technology company based in Massachusetts. Mr. Terino previously served on the boards of Zagg Inc. from April 2020 until February 2021, when Zagg was sold to Evercel Inc.; SeaChange from July 2010 to February 2019; Baltic Trading Limited from March 2010 until its merger with Genco Shipping and Trading Ltd. in July 2015; Extreme Networks from October 2012 to November 2013; S1 Corporation from April 2007 until its sale to ACI Worldwide, Inc. in February 2012; and Phoenix Technologies Ltd. from November 2009 until its sale to Marlin Equity Partners in November 2010. Mr. Terino has served as Chairman of the Audit Committee and a member of the Compensation Committee on most of these boards. Mr. Terino earned a M.B.A. from Suffolk University-Sawyer School of Management and a B.S. in Management from Northeastern University. The Nominating Shareholder believes Mr. Terino's executive management and strategy-planning experience and background in consulting in the technology industry qualify him to serve as a director of the Company.

Susanne L. Meline, age 54, co-founded Francis Capital Management, LLC, a value-based investment advisor, where she has continued to work since 2003 in various capacities, including in her current role as a special situations advisor. Ms. Meline worked as an investment banker with Houlihan Lokey, a global investment bank serving corporations, institutions, and governments worldwide, from 2001 to 2002. She also practiced law in the corporate group of Jones Day, an international law firm that provides legal advisory services across multiple disciplines and jurisdictions, from 1995 to 2001. Ms. Meline has served on the boards of directors of Ra Medical Systems, Inc. (NYSE American: RMED), a medical device company, since 2021 and ClearSign Technologies Corporation (NASDAQ: CLIR), a clean technology company, since 2018. She also previously served on the boards of directors of Finomial Corporation, a venture-backed regulation technology company, from 2017 to 2019, and AquaMetals Corporation, a battery recycling company, from 2019 to 2020. Ms. Meline is a Certified Director through the UCLA Anderson School of Management, a Board Leadership Fellow for the National Association of Corporate Directors (the "NACD") and holds a CERT Certificate in CyberSecurity Oversight from the NACD and Carnegie Mellon University Software Engineering Institute. Ms. Meline received a B.A. in political science from UCLA, and a J.D. from the UC Hastings College of the Law. The Nominating Shareholder believes Ms. Meline's extensive finance and legal background and public company board experience qualify her to serve as a director of the Company.

# Item 5. Interest in Securities of the Issuer.

Item 5 is hereby amended and restated as follows:

The aggregate percentage of shares of Common Stock reported owned by each person named herein is based upon 48,471,771 shares of Common Stock outstanding, as of June 7, 2021, which is the total number of shares of Common Stock outstanding as reported in the Issuer's Quarterly Report on Form 10-Q for the fiscal quarter ended April 30, 2021 filed with the SEC on June 11, 2021.

a

## A. RAM

(a) As of the close of business on September 28, 2021, RAM beneficially owned 2,886,771 shares of Common Stock. 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 the Fund.

Percentage: Approximately 6.0%

- (b) 1. Sole power to vote or direct vote: 2,886,771
  - 2. Shared power to vote or direct vote: 0

- 3. Sole power to dispose or direct the disposition: 2,886,771
- 4. Shared power to dispose or direct the disposition: 0
- (c) RAM has not participated in any transaction in the shares of Common Stock during the past 60 days.

#### B. The Fund

(a) As of the close of business on September 28, 2021, the Fund beneficially owned 2,886,771 shares of Common Stock.

Percentage: Approximately 6.0%

- (b) 1. Sole power to vote or direct vote: 2,886,771
  - 2. Shared power to vote or direct vote: 0
  - Sole power to dispose or direct the disposition: 2,886,771
  - 4. Shared power to dispose or direct the disposition: 0
- (c) The Fund has not participated in any transaction in the shares of Common Stock during the past 60 days.

#### C Mr Roumel

(a) As of the close of business on September 28, 2021, RAM beneficially owned 2,886,771 shares of Common Stock which Mr. Roumell, as President of RAM, may be deemed to beneficially own.

Percentage: Approximately 6.0%

- (b) 1. Sole power to vote or direct vote: 2,886,771
  - 2. Shared power to vote or direct vote: 0
  - 3. Sole power to dispose or direct the disposition: 2,886,771
  - 4. Shared power to dispose or direct the disposition: 0
- (c) Mr. Roumell has not participated in any transaction in the shares of Common Stock during the past 60 days.

10

### D. Mr. Loar

(a) As of the close of business on September 28, 2021, 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 60 days.

#### E. Mr. Terino

(a) As of the close of business on September 28, 2021, Mr. Terino owned 30,000 shares of Common Stock.

Percentage: 0.1%

- (b) 1. Sole power to vote or direct vote: 30,000
  - 2. Shared power to vote or direct vote: 0
  - 3. Sole power to dispose or direct the disposition: 30,000
  - 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 60 days.

## F. Ms. Meline

(a) As of the close of business on September 28, 2021, Ms. Meline 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
- Sole power to dispose or direct the disposition: 0
- Shared power to dispose or direct the disposition: 0
- (c) Ms. Meline has not participated in any transaction in the shares of Common Stock during the past 60 days.

11

As of the close of business on September 28, 2021, the Reporting Persons collectively beneficially owned an aggregate of 2,916,771 shares of Common Stock, constituting approximately 6.0% of the shares of Common Stock outstanding.

Each Reporting Person specifically disclaims beneficial ownership of the shares of Common Stock reported herein that are not beneficially owned by such Reporting Person.

- (d) Investors in the Fund have the right to receive or direct the receipt of dividends from the 2,886,771 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:

Item 6 is hereby amended and supplemented as follows:

On September 29, 2021, RAM, Mr. Roumell, Mr. Terino and Mr. Loar terminated the Joint Filing and Solicitation Agreement, dated November 27, 2020 (the "Prior Joint Filing Agreement"). Mr. Loar ceased to be a Reporting Person in connection with this Schedule 13D, as amended, immediately upon execution of the termination of the Prior Joint Filing Agreement. A copy of the Termination of Joint Filing and Solicitation Agreement is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

On September 29, 2021, the Reporting Persons entered into a new 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 2021 Annual Meeting (the "2021 Annual Meeting Solicitation"). The Joint Filing and Solicitation Agreement is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

Pursuant to letter agreements, RAM has agreed to indemnify each of Mr. Terino and Ms. Meline against any and all claims of any nature arising from the 2021 Annual Meeting Solicitation and any related transactions (subject to certain limited exceptions). A form of the indemnification letter agreement is attached hereto as Exhibit 99.3 and is incorporated herein by reference.

#### Item 7. Materials to be Filed as Exhibits.

99.1	Termination of Joint Filing and Solicitation Agreement, dated September 29, 2021
99.2	Joint Filing and Solicitation Agreement by and among the Reporting Persons, dated September 29, 2021.
99.3	Form of Indemnification Letter Agreement.

12

# **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.

Date: September 30, 2021

James C. Roumell

Bv: /s/ James C. Roumell Name: James C. Roumell

Roumell Asset Management, LLC

/s/ James C. Roumell By: Name: James C. Roumell

President Title:

Roumell Opportunistic Value Fund

By: Roumell Asset Management, LLC, as its sole investment

advisor

/s/ James C. Roumell Bv: Name: James C. Roumell

Title: President

Matthew M. Loar

By: /s/ Matthew M. Loar Matthew M. Loar

Edward Terino

By: /s/ Edward Terino
Name: Edward Terino

Susanne L. Meline

By: /s/ Susanne L. Meline

Name: Susanne L. Meline

13

# SCHEDULE A

# **Transactions in Shares of Common Stock During the Past 60 Days**

There have been no transactions in shares of Common Stock during the past sixty days.

# Via E-mail

Craig L. Lukin c/o: Roumell Asset Management, LLC 2 Wisconsin Cir #700 Chevy Chase, Maryland 20815 Email: clukin@roumellasset.com

Re: Termination of Joint Filing and Solicitation Agreement, dated November 27, 2020

Dear Craig:

The undersigned constitute all the parties to that certain Joint Filing and Solicitation Agreement, dated November 27, 2020 (the "Agreement"). Effective immediately, the undersigned hereby terminate the Agreement in its entirety. This letter serves as formal notice of termination to you and among the parties pursuant to Section 9 of the Agreement.

\* \* \* \* \*

# ROUMELL ASSET MANAGEMENT, LLC

By: /s/ James C. Roumell, by Craig L. Lukin, attorney-in-fact,

pursuant to a Power of Attorney previously filed

Name: James C. Roumell
Title: President

/s/ James C. Roumell, by Craig L. Lukin, attorney-in-fact,

pursuant to a Power of Attorney previously filed

JAMES C. ROUMELL

Signature Page to Termination of the Joint Filing and Solicitation Agreement

2

/s/ Matthew M. Loar

MATTHEW M. LOAR

Signature Page to Termination of the Joint Filing and Solicitation Agreement

3

/s/ Edward Terino

EDWARD TERINO

Signature Page to Termination of the Joint Filing and Solicitation Agreement

#### 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 Opportunistic Value Fund (the "Fund"), Roumell Asset Management, LLC, a Maryland limited liability company ("Roumell"), James C. Roumell, Susanne L. Meline 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 29<sup>th</sup> day of September 2021 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, her 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 (collectively, "Communications") shall be first approved by Roumell, or its representatives, and by Edward Terino or Susanne Meline to the extent any such Communications refer to his or her, as applicable, credentials or experience, 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.

2

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

## ROUMELL OPPORTUNISTIC VALUE FUND

BY: ROUMELL ASSET MANAGEMENT, LLC, as its sole

investment advisor

By: /s/ James C. Roumell, by Craig L. Lukin, attorney-in-fact,

pursuant to a Power of Attorney previously filed

Name: James C. Roumell Title: President

3

By: /s/ James C. Roumell, by Craig L. Lukin, attorney-in-fact,

pursuant to a Power of Attorney previously filed

Name: James C. Roumell

Title: President

/s/ James C. Roumell, by Craig L. Lukin, attorney-in-fact, pursuant to a Power of Attorney previously filed JAMES C. ROUMELL

Signature Page to Joint Filing and Solicitation Agreement

/s/ Susanne L. Meline
SUSANNE L. MELINE

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 700 Chevy Chase, MD 20815

September [ullet], 2021

[]							
	Re:	Enzo Biochem, Inc.					
Dear [_	_]:						
including	mell Op g any otl tstanding	you for agreeing to serve as a nominee for election to the Board of Directors of Enzo Bi portunistic Value Fund (the "Fund") is considering undertaking to nominate and elect ther meeting of stockholders held in lieu thereof, and any adjournments, postponements g qualifications, we believe, will prove a valuable asset to the Company and all of its s	directors , resched	at the Company's upcoming annual meeting of stockholders, ulings or continuations thereof (the "Rounell Solicitation").			
will not breach of you in y causes of incurred whatsoe	Roumell Asset Management, LLC ("Roumell"), acting in its capacity as the sole investment adviser of the Fund, 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").						
been ma	d that fa terially jole to you	event of a claim against you pursuant to the prior paragraph or the occurrence of a Loss ailure to promptly notify Roumell shall not relieve us from any liability which we may prejudiced by such failure). Upon receipt of such written notice, Roumell will provide us. In addition, you will be reimbursed promptly for any Loss suffered by you and as incompact thout your consent unless such settlement includes a release of you from any and all liability.	have on a you with urred as p	count of this Agreement, except to the extent we shall have a counsel to represent you. Such counsel shall be reasonably rovided herein. Roumell may not enter into any settlement of			
as a non	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.						
complian Agreeme	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 Ag	greement shall be governed by the laws of the State of New York, without regard to the p	rinciples	of the conflicts of laws thereof.			
		* * *					
		2					
	If you a	agree to the foregoing terms, please sign below to indicate your acceptance.					
			Very tr	uly yours,			
			ROUM	ELL ASSET MANAGEMENT, LLC			
			By:				
				James C. Roumell President			
		Signature Page to Indemnification Agreement					
		3					

Signature Page to
Indemnification Agreement