

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

IN RE SEQUENOM, INC. SECURITIES
LITIGATION

This Document Relates To:
ALL ACTIONS

Master File No. 3:09-cv-00921-LAB-WMC

PROOF OF CLAIM AND RELEASE

I. GENERAL INSTRUCTIONS

A. To recover as a Settlement Class Member based upon your claims in the class action consolidated under the caption *In re Sequenom, Inc. Securities Litigation*, No. 3:09-cv-00921-LAB-WMC (the "Class Action" or "Action"), you must complete and, on page 4, sign this Proof of Claim and Release. If you fail to file a properly addressed Proof of Claim and Release (as set forth below in paragraph C), your claim may be rejected and you may be precluded from any recovery from the Settlement Fund created in connection with the proposed settlement of the Action. All capitalized terms that are not defined herein are defined in the Stipulation of Settlement dated December 24, 2009 (the "Stipulation").

B. Settlement Class Members who do not file acceptable Proofs of Claim and Releases will not share in the settlement proceeds, but will nevertheless be bound by the Settlement, as defined in the "Notice of Pendency and Proposed Settlement of Class Action" ("Notice"), and the judgments of the Court.

C. YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE POSTMARKED ON OR BEFORE MAY 10, 2010, ADDRESSED AS FOLLOWS:

Sequenom, Inc. Securities Litigation
c/o Rust Consulting, Inc.
P.O. Box 2288
Faribault, MN 55021-2423
Toll-free Phone: 1-877-260-0556
Email: info@SequenomSecuritiesLitigation.com

YOU WILL BEAR ALL RISKS OF DELAY OR NON-DELIVERY OF YOUR CLAIM.

D. If you are NOT a Settlement Class Member, as defined in the Notice, DO NOT submit a Proof of Claim and Release.

E. If you are a Settlement Class Member and you did not timely request exclusion in connection with the proposed Settlement, you are bound by the terms of any judgment entered in the Litigation, including the releases provided therein, REGARDLESS OF WHETHER YOU SUBMIT A PROOF OF CLAIM AND RELEASE.

II. CLAIMANT IDENTIFICATION INSTRUCTIONS

A. If you purchased Sequenom common stock ("Sequenom Common Stock") and held the certificate(s) in your name, you are the beneficial owner as well as the record owner. If, however, you purchased Sequenom Common Stock and the certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial owner and the third party is the record owner.

B. Use Section IV of this form entitled "Claimant Identification" to identify each owner of record ("nominee"), if different from the beneficial owner of Sequenom Common Stock which forms the basis of this claim. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL OWNER(S), OR THE LEGAL REPRESENTATIVE OF SUCH OWNER(S), OF THE SEQUENOM COMMON STOCK UPON WHICH THIS CLAIM IS BASED.

C. All joint owners must sign this claim. Executors, administrators, guardians, conservators, and trustees must complete and sign this claim on behalf of persons represented by them, proof of their authority must accompany this claim, and their titles or capacities must be stated.

D. The Social Security or Taxpayer Identification Number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim and/or result in claim rejection.

III. TRANSACTION SCHEDULE INSTRUCTIONS

A. Use Section V of this form entitled "Schedule of Transactions in Sequenom Common Stock" to supply all required details of your transaction(s) in Sequenom Common Stock. If you need more space, attach separate, numbered sheets giving all of the required information in substantially the same format. Print your name and Social Security or Tax Identification Number at the top of each page.

B. On the schedules, provide all requested information with respect to *all* of your purchases of Sequenom Common Stock that took place at any time during the period June 4, 2008 through April 29, 2009 ("Settlement Class Period") and all of your sales of Sequenom Common Stock during the period June 4, 2008 through July 28, 2009, inclusive whether such transactions resulted in a profit or a loss. Failure to report all such transactions may result in rejection of your claim.

C. In processing claims, the first-in, first-out ("FIFO") basis will be applied to both purchases and sales. List each transaction in the Settlement Class Period separately and in chronological order, by trade date, beginning with the earliest. The date of purchase or sale of Sequenom Common Stock is the "contract" or "trade" date, as distinguished from the "settlement" date. You must accurately provide the month, day and year of each transaction you list.

D. The price per share, paid or received, shall be exclusive of all commissions, taxes, fees and other charges.

E. Where Sequenom Common Stock was purchased or sold by reason of having exercised an option, the option premium should be incorporated into the price accordingly.

F. All profits will be subtracted from all losses to determine the net Recognized Loss of each Claimant.

G. The date of covering a "short sale" is deemed to be the purchase date of Sequenom Common Stock. The date of a "short sale" is deemed to be the sale date of Sequenom Common Stock. Shares originally sold short prior to the Settlement Class Period will result in a zero Recognized Loss.

H. No payment will be made on any claim where the potential distribution amount is \$10 or less, but the Authorized Claimant (as defined in the Stipulation) will otherwise be bound by the Final Judgment entered by the Court. Further, if a Claimant is due fewer than 250 shares of common stock based on the plan of allocation, the Claimant will receive the equivalent dollar value of those shares, in additional monetary recovery under the Plan of Allocation, in place of the distribution of shares.

I. You must attach to your claim form **copies** of brokerage confirmations or monthly statements supporting your trading activity in Sequenom Common Stock in order for your claim to be valid. If such documents are not available, a complete list of acceptable supporting documentation can be found on the Settlement Administrator's website: www.SequenomSecuritiesLitigation.com. Failure to provide this documentation could delay verification of your claim and/or result in claim rejection.

J. If your trading activity during the Settlement Class Period exceeds 50 transactions, you must provide, in an electronic file, all purchases and sales information required in the Schedule of Transactions. For a copy of instructions and parameters concerning such a submission, contact the Settlement Administrator by phone, toll-free, 1-877-260-0556.

ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.

THANK YOU FOR YOUR PATIENCE.

Reminder Checklist

1. Please sign the release and declaration on page 4 of the Proof of Claim and Release.
2. Remember to attach only **copies** of acceptable supporting documentation, a complete list of which can be found at the website below.
3. Do not send original or copies of stock certificates.
4. Keep a copy of the completed claim form and documentation for your records.
5. If you desire an acknowledgment of receipt of your claim form, please send it via Certified Mail, Return Receipt Requested, or its equivalent. **You will bear all risks of delay or non-delivery of your claim.**
6. If your address changes in the future, or if these documents were sent to an old or incorrect address, please send us **written** notification of your new address.
7. If you have any questions or concerns regarding your claim, please contact the Settlement Administrator at:

Sequenom, Inc. Securities Litigation

c/o Rust Consulting, Inc.

P.O. Box 2288

Faribault, MN 55021-2423

Toll-free Phone: 1-877-260-0556

Email: info@SequenomSecuritiesLitigation.com — Website: www.SequenomSecuritiesLitigation.com

MUST BE POSTMARKED
ON OR BEFORE
MAY 10, 2010

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
IN RE SEQUENOM, INC. SECURITIES LITIGATION
Master File No. 3:09-cv-00921-LAB-WMC

For Official Use Only

PROOF OF CLAIM AND RELEASE

Use Blue or Black Ink Only

IV. CLAIMANT IDENTIFICATION - Complete either Section A or B and then proceed to C. Please type or print.

A. Complete this Section ONLY if the Beneficial Owner is an individual, joint, or IRA account. Otherwise, proceed to B.

Last Name (Beneficial Owner)	First Name (Beneficial Owner)
Last Name (Joint Beneficial Owner, if applicable)	First Name (Joint Beneficial Owner)
Name of IRA Custodian, if applicable	
If this account is an IRA, and if you would like any check that you MAY be eligible to receive made payable to the IRA account, please include "IRA" in the "Last Name" box above (e.g., Jones IRA).	

B. Complete this Section ONLY if the Beneficial Owner is an Entity; i.e., corporation, trust, estate, etc. Then, proceed to C.

Entity Name
Name of Representative, if applicable (executor, administrator, trustee, c/o, etc.)

C. Account/Mailing Information:

Specify one of the following:		
☐ Individual(s)	☐ Corporation	☐ UGMA Custodian
☐ IRA	☐ Partnership	☐ Estate
☐ Trust	☐ Other:	
Number and Street or P.O. Box		
City	State	Zip Code
Foreign Province and Postal Code	Foreign Country	
Telephone Number (Day)	Telephone Number (Evening)	
E-mail Address	Account Number	
Enter Taxpayer Identification Number below for the Beneficial Owner(s)		
Social Security No. (for individuals)	or	Taxpayer Identification No.



V. SCHEDULE OF TRANSACTIONS IN SEQUENOM COMMON STOCK

YOU MUST SUBMIT DOCUMENTATION SUPPORTING THE INFORMATION BELOW.

BEGINNING HOLDINGS

- A. Total number of shares of Sequenom Common Stock owned at the close of trading on June 3, 2008, long or short (If none, write "zero" or "0"; if other than zero, must be documented)

Number of Shares

PURCHASES

- B. Separately list (in chronological order) each and every purchase, of Sequenom Common Stock during the period June 4, 2008 through April 29, 2009, and provide the following information (must be documented):

Check Box if result of an Option Exercised	Date(s) of Purchase (List Chronologically) Month/Day/Year	Number of Shares Purchased	Purchase Price Per Share (include option premiums paid or received)	Amount Paid (Excluding Commissions, Taxes & Fees)
☐				
☐				
☐				
☐				

- C. Total number of shares of Sequenom common stock held resulting from purchases from April 30, 2009 to July 28, 2009, long or short (If none, write "zero" or "0", if other than zero, must be documented)

Number of Shares

SALES

- D. Separately list (in chronological order) each and every sale of shares of Sequenom Common Stock during the period June 4, 2008 through July 28, 2009, and provide the following information (must be documented).

Check Box if result of an Option Exercised	Date(s) of Sale (List Chronologically) Month/Day/Year	Number of Shares Sold	Sale Price Per Share (include option premiums paid or received)	Amount Received (Excluding Commissions, Taxes & Fees)
☐				
☐				
☐				
☐				

ENDING HOLDINGS

- E. Total number of shares of Sequenom Common Stock owned at the close of trading on July 28, 2009, long or short (If none, write "zero" or "0"; if other than zero, must be documented)

Number of Shares

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS, PHOTOCOPY THIS PAGE.



VI. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I/We submit this Proof of Claim and Release under the terms of the Stipulation and as described in the Notice. I/We also submit to the jurisdiction of the United States District Court for the Southern District of California with respect to my/our claim as a Settlement Class Member (as defined in the Stipulation) and for purposes of enforcing the release set forth herein. I/We further acknowledge that I/we am/are bound by and subject to the terms of any judgment that may be entered in the Litigation. I/We agree to furnish additional information to Lead Counsel (as defined in the Stipulation) or the Settlement Administrator to support this claim, including details of transactions in other Sequenom securities, such as options, if requested to do so. I/We have not submitted any other claim covering the same purchases or sales of Sequenom Common Stock during the Settlement Class Period and know of no other person having done so on my/our behalf.

VII. RELEASE

A. I/We hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever settle, release, and discharge from the Released Claims each and all of the Released Parties.

B. "Released Claims" shall mean any and all actions, suits, claims, debts, demands, rights, causes of action, proofs of claim or liabilities of every nature and description whatsoever (including, but not limited to, claims for damages, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses, or liability whatsoever), whether based in law or equity, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, matured or not matured, pursuant to federal, state, local, statutory or common law, or any other law, rule or regulation, whether foreign or domestic, including both known claims and Unknown Claims (as defined herein), whether or not concealed or hidden (including but not limited to claims for securities fraud, negligence, gross negligence, professional negligence, breach of duty of care and/or breach of duty of loyalty, fraud, breach of fiduciary duty, aiding or abetting a breach of fiduciary duty, breach of contract, unjust enrichment, or violations of any statutes, rules, duties or regulations), that have been or could have been or could in the future be asserted in any forum, whether foreign or domestic, by Lead Plaintiff, any member of the Settlement Class, or their successors, assigns, executors, administrators, representatives, attorneys, agents, affiliates, and partners, and any Persons they represent or any of them, whether brought directly or indirectly against any of the Released Parties, which arise out of, are based on, or relate in any way, directly or indirectly, to any of the allegations, acts, transactions, facts, events, matters, occurrences, representations or omissions involved, set forth, alleged or referred to, in the Action, or which could have been alleged in the Action based upon the facts alleged in the Action or any of the complaints filed in the Action, and which arise out of, are based upon, or relate in any way, directly or indirectly, to the purchase or sale of any Sequenom Common Stock by any Settlement Class member during the Settlement Class Period.

C. "Unknown Claims" means any and all claims, demands, rights, liabilities, and causes of action of every nature and description which Lead Plaintiff, any member of the Settlement Class or any Defendant does not know or suspect to exist in his, her or its favor at or after the Execution Date and including, without limitation, those which, if known by him, her or it, might have affected his, her or its decision(s) with respect to the Settlement. With respect to any and all Released Claims, the parties hereto stipulate and agree that, upon the Effective Date, Lead Plaintiff and Defendants shall expressly waive, and each of the Settlement Class Members shall be deemed to have waived, and by operation of the Final Judgment shall have waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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.

Lead Plaintiff and Defendants and the members of the Settlement Class may hereafter discover facts in addition to or different from those that any of them now know or believe to be true with respect to the subject matter of the Released Claims, or the Released Parties' Claims but Lead Plaintiff and Defendants shall expressly have, and each member of the Settlement Class shall be deemed to have and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims and the Released Parties' Claims known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, that now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Lead Plaintiff and Defendants acknowledge, and the members of the Settlement Class by operation of the Judgment shall be deemed to have acknowledged, that the waivers contained in this paragraph, and the inclusion of "Unknown Claims" in the definition of Released Claims and Released Parties' Claims, were separately bargained for and are key elements of the Settlement.



D. "Released Parties" means Defendants, and each of their immediate family members, heirs, executors, administrators, successors, and assigns; Defendants' present, former and future employees, insurers, officers, directors, partners, attorneys, legal representatives, receivers and agents; any person or entity which is or was related to or affiliated with any Defendant, or in which any Defendant has or had a controlling interest; and the present, former and future parents, subsidiaries, divisions, affiliates, predecessors, successors, employees, officers, directors, partners, attorneys, assigns, and agents of all of the foregoing.

E. This release shall be of no force or effect unless and until the Court approves the Stipulation of Settlement and the Settlement becomes effective on the Effective Date (as defined in the Stipulation).

F. I/We hereby warrant and represent that I/we have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

G. I/We hereby warrant and represent that I/we have included information about all of my/our purchases of Sequenom Common Stock that occurred during the Settlement Class Period (June 4, 2008 through April 29, 2009), all of my/our sales of Sequenom Common Stock during the period June 4, 2008 through July 28, 2009, as well as the amount of Sequenom Common Stock held by me/us at the close of trading on June 3, 2008 and July 28, 2009.

VIII. CERTIFICATION

UNDER THE PENALTY OF PERJURY, I/WE CERTIFY THAT:

I/We am/are NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, you must cross out the word "NOT" in the statement above.

I/We declare under penalty of perjury under the laws of the United States of America, that the foregoing information supplied by the undersigned and the supporting documents attached hereto, and the acknowledgments, representations and warranties made herein are true, correct and complete to the best of my/our knowledge, information and belief, and that this Proof of Claim and Release form was executed this _____ day of _____, 2010 in _____, _____.
(City) (State/Country)

Signature of Claimant

(Type or print name of Claimant)

Signature of Joint Claimant, if any

(Type or print name of Joint Claimant, if any)

Signature of person signing on behalf of Claimant

(Type of print name of person signing on behalf of Claimant)

Capacity of person signing on behalf of Claimant, if other than an individual (e.g., Administrator, Executor, Trustee, President, Custodian, Power of Attorney, etc.)

THIS PROOF OF CLAIM AND RELEASE MUST BE POSTMARKED ON OR BEFORE

MAY 10, 2010, AND MUST BE MAILED TO:

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c/o Rust Consulting, Inc.

P.O. Box 2288

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