NEOGENOMICS INC
Form PREM14A
October 23, 2015
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UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 14A

Proxy Statement Pursuant to Section 14(a) of the

Securities Exchange Act of 1934

(Amendment No.)

Filed by the Registrant x Filed by a Party other than the Registrant ¨

Check the appropriate box:

x Preliminary Proxy Statement

¨ **Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))**

¨ Definitive Proxy Statement

¨ Definitive Additional Materials

¨ Soliciting Material under §240.14a-12

NeoGenomics, Inc.

(Name of Registrant as Specified In Its Charter)

(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

Payment of Filing Fee (Check the appropriate box):

¨ No fee required.

x Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.

(1) Title of each class of securities to which transaction applies:

Common Stock, par value $0.01 per share, of Clarient, Inc.

(2) Aggregate number of securities to which transaction applies:

100 shares of Common Stock of Clarient, Inc.

(3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):

In accordance with Section 14(g) of the Exchange Act, the filing fee was determined by multiplying the book value of the Common Stock of Clarient, Inc. being acquired by NeoGenomics, Inc. (as reflected in the net parent investment line item of the unaudited condensed combined carve-out balance sheets of Clarient (a business within General Electric Company) as of June 30, 2015) of $268,542,000 by .0001007

(4) Proposed maximum aggregate value of transaction:

$268,542,000

(5) Total fee paid:

$27,043

¨ Fee paid previously with preliminary materials.

¨ Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

(1) Amount Previously Paid:

(2) Form, Schedule or Registration Statement No.:

(3) Filing Party:

(4) Date Filed:

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, 2015

Dear Fellow Stockholder:

NeoGenomics, Inc. (NeoGenomics, we, us or our), NeoGenomics Laboratories, Inc. (NeoGenomics Laboratories GE Medical Holding AB (GE Medical), a subsidiary of General Electric Company (GE), have entered into a Stock Purchase Agreement, dated October 20, 2015 (as such agreement may be amended time to time, the Purchase Agreement), pursuant to which NeoGenomics (through NeoGenomics Laboratories) proposes to acquire from GE Medical all of the issued and outstanding shares of common stock, par value $0.01 per share, of Clarient, Inc., a wholly owned subsidiary of GE Medical, for an aggregate purchase price of approximately $ million (the Transaction). The purchase price consists of (a) cash consideration of $80.0 million, (b) 15,000,000 shares of our common stock, par value $0.001 per share (the NEO Common Shares), and (c) 14,666,667 shares of our Series A convertible preferred stock, par value $0.001 per share (the NEO Preferred Shares , and together with the NEO Common Shares, the NEO Shares), as such number of shares may be adjusted as described in the accompanying proxy statement. The NEO Common Shares would represent 19.8% of our post-closing issued and outstanding shares of common stock, and the NEO Shares would represent 32.9% of our post-closing voting power, in each case based on the number of shares of common stock issued and outstanding on October 15, 2015. As of October 15, 2015 we had no shares of preferred stock issued or outstanding.

On behalf of the Board of Directors of NeoGenomics, we cordially invite you to attend a special meeting of our stockholders, which will be held on December , 2015 at a.m. Eastern Time, at the Hyatt Regency Coconut Point Resort located at 5001 Coconut Road, Bonita Springs, Florida 34134. At the special meeting, you will be asked to consider and vote upon:

(1) a proposal to approve the issuance of the NEO Shares to GE Medical in the Transaction (the Stock Issuance);

(2) a proposal to approve an amendment to Article Fourth(A) of our Articles of Incorporation to increase our authorized shares of common stock by 150.0 million shares to an aggregate of 250.0 million shares (the Authorized Common Stock Charter Amendment);

(3) a proposal to approve an amendment to Article Fourth(A) of our Articles of Incorporation to increase our authorized shares of preferred stock by 40.0 million shares to an aggregate of 50.0 million shares (the Authorized Preferred Stock Charter Amendment);

(4) a proposal to approve and adopt the Purchase Agreement and the Transaction contemplated thereby (the Transaction Proposal);

(5) a proposal to approve an amendment and restatement of our Amended and Restated Equity Incentive Plan to increase the authorized number of shares of common stock available and reserved for issuance under the plan by 3.0 million shares to an aggregate of 12.5 million shares and to clarify provisions regarding

restrictions of the repricing of options and stock appreciation rights (collectively, the Equity Incentive Plan Amendment); and

(6) a proposal to adjourn the special meeting, if necessary or appropriate, to solicit additional votes and proxies if there are insufficient votes at the time of the special meeting or to approve the foregoing proposals.

Stockholders of record at the close of business on , 2015 are entitled to receive notice of, and to vote at, the special meeting and any adjournment or postponement thereof.

AFTER CAREFUL CONSIDERATION, THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT YOU VOTE FOR EACH OF THE PROPOSALS PRESENTED AT THE SPECIAL MEETING.

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Approval of each of the Stock Issuance, the Authorized Common Stock Charter Amendment, the Authorized Preferred Stock Charter Amendment and the Transaction Proposal is a condition to closing the Transaction.

This proxy statement provides you with detailed information about NeoGenomics, Clarient and the Transaction. You may obtain additional information about us from documents that we have filed with the U.S. Securities and Exchange Commission as described under *Where You Can Find More Information* beginning on page 162 of the accompanying proxy statement. We strongly encourage you to carefully read the accompanying proxy statement and the information incorporated by reference into the accompanying proxy statement. Before deciding how to vote on the proposals to be presented at the special meeting, you should consider the information contained in the section entitled *Risk Factors* beginning on page 29 of the accompanying proxy statement.

It is very important that your vote be represented at the special meeting, regardless of the number of shares of our common stock that you own. Even if you plan to attend the special meeting, we urge you to submit your vote promptly. You may vote your shares via a toll-free telephone number, over the Internet, or by marking, signing and dating your proxy card and returning it in the envelope provided, as described in further detail herein. Voting by telephone, over the Internet or by proxy card will not prevent you from voting in person, but will ensure that your vote is counted if you are unable to attend the special meeting.

Thank you for your cooperation and continued support.

On behalf of the Board of Directors,

Douglas M. VanOort
Chairman of the Board of Directors and

Chief Executive Officer

Neither the Securities and Exchange Commission nor any state securities regulator has approved or disapproved the proposed Stock Issuance in connection with the Transaction or determined whether the accompanying proxy statement is accurate or complete. Any representation to the contrary is a criminal offense.

These proxy materials are first being mailed to stockholders of record on or about , 2015.

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NOTICE OF SPECIAL MEETING OF STOCKHOLDERS

, 2015

A special meeting of stockholders of NeoGenomics, Inc. (NeoGenomics, we, us or our) will be held on 2015 at a.m. Eastern Time, at the Hyatt Regency Coconut Point Resort located at 5001 Coconut Road, Bonita Springs, Florida 34134. At the special meeting, you will be asked to consider and vote upon:

(1) a proposal to approve the issuance (the Stock Issuance) of 15,000,000 shares of our common stock, par value $0.001 per share (the NEO Common Shares) and 14,666,667 shares of our Series A convertible preferred stock, par value $0.001 per share, as such number of shares may be adjusted as described in the accompanying proxy statement (the NEO Preferred Shares , and together with the NEO Common Shares, the NEO Shares), to GE Medical Holding AB (GE Medical), pursuant to the Stock Purchase Agreement, dated October 20, 2015 (as such agreement may be amended from time to time the Purchase Agreement), by and among NeoGenomics, NeoGenomics Laboratories, Inc. and GE Medical, pursuant to which NeoGenomics (through a wholly owned subsidiary) proposes to acquire from GE Medical all of the issued and outstanding shares of common stock, par value $0.01 per share, of Clarient, Inc. (the Transaction);

(2) a proposal to approve an amendment to Article Fourth(A) of our Articles of Incorporation to increase our authorized shares of common stock by 150.0 million shares to an aggregate of 250.0 million shares (the Authorized Common Stock Charter Amendment);

(3) a proposal to approve an amendment to Article Fourth(A) of our Articles of Incorporation to increase our authorized shares of preferred stock by 40.0 million shares to an aggregate of 50.0 million shares (the Authorized Preferred Stock Charter Amendment);

(4) a proposal to approve and adopt the Purchase Agreement and the Transaction contemplated thereby (the Transaction Proposal);

(5) a proposal to approve an amendment and restatement of our Amended and Restated Equity Incentive Plan to increase the authorized number of shares of common stock available and reserved for issuance under the plan by 3.0 million shares to an aggregate of 12.5 million shares and to clarify provisions regarding restrictions on the repricing of options and stock appreciation rights (collectively, the Equity Incentive Plan Amendment); and

(6) a proposal to adjourn the special meeting, if necessary or appropriate, for the solicitation of additional proxies in the event that there are not sufficient votes at the time of the special meeting to constitute a quorum or to approve the above proposals.

The accompanying proxy statement provides you detailed information about these items of business.

Stockholders will also transact such other business as may properly come before the special meeting or any adjournment or postponement thereof. At this time, our Board of Directors knows of no other proposals or matters that will be presented at the special meeting.

Only stockholders of record at the close of business on , 2015 are entitled to notice of, and to vote at, the special meeting and any adjournment or postponement thereof. **Approval of each of the Stock Issuance, the Authorized Common Stock Charter Amendment, the Authorized Preferred Stock Charter Amendment and the Transaction Proposal is a condition to closing the Transaction.**

AFTER CAREFUL CONSIDERATION, THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT YOU VOTE FOR EACH OF THE PROPOSALS PRESENTED AT THE SPECIAL MEETING.

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YOUR VOTE IS IMPORTANT!

Whether or not you plan to attend the special meeting, we hope you will vote as soon as possible. Whether or not you plan to attend, please vote before the special meeting using the Internet, telephone or by signing, dating and mailing the proxy card in the pre-paid envelope, to ensure that your vote will be counted. Please review the instructions on each of your voting options described in the accompanying proxy statement. Your proxy may be revoked before the vote at the special meeting by following the procedures outlined in the accompanying proxy statement.

On behalf of the Board of Directors,

Douglas M. VanOort
Chairman of the Board of Directors

and Chief Executive Officer

12701 Commonwealth Drive, Suite 9

Fort Myers, Florida 33913

, 2015

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ADDITIONAL INFORMATION

Additional business and financial information about NeoGenomics can be found in documents previously filed by us with the U.S. Securities and Exchange Commission (the SEC). This information is available to you without charge at the SEC s website at *www.sec.gov*. In addition to receiving the proxy statement from NeoGenomics in the mail or obtaining the information on the SEC s website, our stockholders will also be able to obtain a proxy statement, free of charge, from NeoGenomics at its website, *www.neogenomics.com*, or by requesting copies in writing or by e-mail using the following contact information:

NeoGenomics, Inc.

12701 Commonwealth Drive, Suite 9

Fort Myers, Florida 33913

Attention: Fred Weidig, Corporate Secretary

fweidig@neogenomics.com

You may also request additional copies from our proxy solicitor, Alliance Advisors, LLC, using the following contact information:

Alliance Advisors, LLC

200 Broadacres Drive

3rd Floor

Bloomfield, NJ 07003

If you would like to request any documents, please do so by , 2015 in order to receive them before the special meeting.

See *Where You Can Find More Information* beginning on page 162 for more information about the documents previously filed by us with the SEC and incorporated herein by reference.

In addition, if you have questions about the Transaction, you may contact our proxy solicitor, Alliance Advisors, LLC, by telephone at (855) 325-6670 (toll-free) or via email at evote@viewproxy.com.

All information contained in the accompanying proxy statement regarding Clarient, Inc., its wholly owned subsidiary Clarient Diagnostic Services, Inc. (Clarient Diagnostic Services), and the business of Clarient, which is conducted primarily through Clarient Diagnostic Services and the variable interest entities Clarient Pathology Services, Inc. and GE Clarient Diagnostic Services, Ltd., was provided by GE Medical and Clarient.

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Annexes

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SUMMARY

This summary highlights some of the information in the annexes attached to, and the documents incorporated by reference into, this proxy statement. It does not contain all of the information that is important to you. We urge you to read this proxy statement, as well as the annexes to and the documents incorporated by reference into this proxy statement, carefully and in their entirety to understand fully the Purchase Agreement, the Transaction, the Stock Issuance and the proposals to be presented at the special meeting. The parenthetical page references included below direct you to a more complete description of the topics presented in this summary. See Where You Can Find More Information beginning on page [ ] of this proxy statement.

Except as otherwise noted, references herein to Clarient refer to the business of Clarient , Inc., which is conducted primarily through Clarient Diagnostic Services, Inc. and the variable interest entities Clarient Pathology Services, Inc. and GE Clarient Diagnostic Services, Ltd.

Special Meeting of NeoGenomics Stockholders (See page 37)

A special meeting of stockholders of NeoGenomics, Inc. (NeoGenomics, we, us or our) will be held on , 20 at a.m. Eastern Time, at the Hyatt Regency Coconut Point Resort located at 5001 Coconut Road, Bonita Springs, Florida 34134, for the following purposes:

- to approve the issuance (the Stock Issuance) of 15,000,000 shares of our common stock, par value $0.001 per share (the NEO Common Shares), and 14,666,667 shares of our Series A convertible preferred stock, par value $0.001 per share (the NEO Preferred Shares , and together with the NEO Common Shares, the NEO Shares), as such number of shares may be adjusted as described in the accompanying proxy statement, to GE Medical Holdings AB (GE Medical) pursuant to the Stock Purchase Agreement, dated October 20, 2015 (as such agreement may be amended from time to time the Purchase Agreement), by and among NeoGenomics, NeoGenomics Laboratories, Inc. and GE Medical, pursuant to which NeoGenomics (through a wholly owned subsidiary) proposes to acquire from GE Medical all of the issued and outstanding shares of common stock, par value $0.01 per share, of Clarient, Inc. (the Transaction);

- to approve an amendment to Article Fourth(A) of our Article of Incorporation to increase our authorized shares of common stock by 150.0 million shares to an aggregate of 250.0 million shares (the Authorized Common Stock Charter Amendment);

- to approve an amendment to Article Fourth(A) of our Articles of Incorporation to increase our authorized shares of preferred stock by 40.0 million shares to an aggregate of 50.0 million shares (the Authorized Preferred Stock Charter Amendment);

- a proposal to approve and adopt the Purchase Agreement and the Transaction contemplated thereby (the Transaction Proposal);

to approve an amendment and restatement of our Amended and Restated Equity Incentive Plan to increase the authorized number of shares of common stock available and reserved for issuance under the plan by 3.0 million shares to an aggregate of 12.5 million shares and to clarify provisions regarding restrictions on the repricing of options and stock appreciation rights (collectively, the Equity Incentive Plan Amendment); and

to adjourn the special meeting, if necessary or appropriate, to solicit additional proxies if there are insufficient votes at the time of the special meeting to approve the above proposals.

Approval of each of the Stock Issuance, the Authorized Common Stock Charter Amendment, the Authorized Preferred Stock Charter Amendment and the Transaction Proposal is a condition to closing the Transaction.

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Only stockholders at the close of business on , 2015 (the Record Date) are entitled to notice of, and to vote at, the special meeting and any adjournment or postponement thereof. Such stockholders are entitled to one vote on each matter submitted to stockholders at the special meeting for each share of our common stock held as of the Record Date. At the close of business on the Record Date, there were shares of our common stock issued and outstanding, and entitled to vote at the special meeting, held by holders of record.

Provided a quorum is present, the affirmative vote of a majority of the votes cast in person or by proxy is required for the approval of each of the Stock Issuance, the Equity Incentive Plan Amendment, the Transaction Proposal and the proposal to adjourn the special meeting. Abstentions will be counted for purposes of determining whether there is a quorum but will have no effect on the outcome of these proposals and unvoted shares will have no effect on the outcome of the proposals.

Provided a quorum is present, the affirmative vote of the majority of the outstanding shares of common stock is required for the approval of each of the Authorized Common Stock Charter Amendment and the Authorized Preferred Stock Charter Amendment. Since these proposals must be approved by a majority of the outstanding shares, abstentions and unvoted shares will have the same effect as voting against the proposals.

If you do not provide voting instructions to your brokerage firm, bank, broker-dealer or other similar organization with respect to the proposals to approve any of the foregoing proposals, such organization may not exercise discretion and would be prohibited from voting your shares of common stock with respect to those proposals. In such case, if such organization signs and returns a proxy with respect to your shares of common stock, but does not vote on such proposals, your shares will be reflected as broker non-votes. Such broker non-votes will be counted for purposes of determining whether there is a quorum. Assuming a quorum is present, broker non-votes will have no effect on the proposals to approve the Stock Issuance, the Equity Incentive Plan Amendment, the Transaction Proposal or the adjournment of the special meeting, if necessary or appropriate, to solicit additional proxies. Since the proposals to approve the Authorized Common Stock Charter Amendment and the Authorized Preferred Stock Charter Amendment must be approved by a majority of our outstanding shares, broker non-votes will have the same effect as votes against these proposals.

This solicitation is made on behalf of our Board of Directors (the Board), and we will pay the costs of solicitation. Copies of solicitation materials will be furnished to banks, brokerage firms and other custodians, nominees and fiduciaries holding shares in their names that are beneficially owned by others so that they may forward the solicitation materials to such beneficial owners upon request. We will reimburse banks, brokerage firms and other custodians, nominees and fiduciaries for reasonable expenses incurred by them in sending proxy materials to our stockholders. In addition to the solicitation of proxies by mail, our directors, officers and employees may solicit proxies by telephone, electronic mail, letter, facsimile or in person. No additional compensation will be paid to these individuals for any such services. We have engaged Alliance Advisors, LLC to assist in the solicitation of proxies for the special meeting and will pay Alliance Advisors, LLC a fee of approximately $8,500, plus reimbursement of out-of-pocket expenses.

The Transaction (See page 41)

On October 20, 2015, NeoGenomics, NeoGenomics Laboratories and GE Medical entered into the Purchase Agreement. Pursuant to the Purchase Agreement, NeoGenomics Laboratories, our wholly owned subsidiary, will acquire from GE Medical all of the issued and outstanding shares of common stock, par value $0.01 per share, of Clarient, Inc. for an aggregate purchase price of approximately $ million, based on the closing price of our common stock on , 2015, the date immediately preceding the mailing of this proxy statement. The purchase price consists of (1) $80.0 million cash, (2) the NEO Common Shares, totaling 15.0 million shares of NeoGenomics

common stock, and (3) the NEO Preferred Shares, totaling 14,666,667 shares of NeoGenomics

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Series A Preferred Stock, as such number of shares may be adjusted as described in this proxy statement. We have the right to increase the amount of the cash portion of the purchase price by up to $110.0 million by delivering notice to GE Medical not later than two business days prior to the closing date of the Transaction. Any such increase in the cash consideration will result in a corresponding reduction in the number of NEO Preferred Shares issued as consideration by an amount calculated by dividing the amount of any such increase in the cash consideration by $7.50, which is the per share conversion price of the NEO Preferred Shares. The cash portion of the purchase price to be paid at the closing of the Transaction will be adjusted to account for any increase in the cash portion of the purchase price as discussed above, estimated differences in working capital at the closing of the Transaction compared to the target working capital of $27.0 million, certain indebtedness and cash and cash equivalents of Clarient.

Concurrent with the closing of the Transaction, NeoGenomics and GE Medical will enter into the Investor Board Rights, Lockup And Standstill Agreement (the Investor Rights Agreement) governing certain rights of and restrictions on GE Medical in connection with the shares of our common stock that GE Medical will own following the Transaction.

NeoGenomics and GE Medical also will enter into the Registration Rights Agreement (the Registration Rights Agreement) providing GE Medical customary demand and piggyback registration rights with respect to the NEO Common Shares and any shares of our common stock issuable upon conversion of the NEO Preferred Shares.

We, or our affiliates, have entered into or will enter into at or prior to the closing of the Transaction certain additional agreements with GE or certain of its affiliates, including a Transition Services Agreement, each as described under *Other Agreements*.

The Companies (See page 42)

NeoGenomics, Inc.

We operate a network of cancer-focused genetic testing laboratories whose mission is to improve patient care through exceptional genetic and molecular testing services. Our vision is to become America s premier cancer genetic testing laboratory by delivering uncompromising quality, exceptional service and innovative products and services. We maintain our principal executive offices at 12701 Commonwealth Drive, Suite 9, Fort Myers, Florida 33913. Our telephone number is (239) 768-0600.

Clarient

Clarient specializes in advanced oncology diagnostic services, as well as nucleic acid sequencing and other genomic services. Clarient is located in Aliso Viejo, California and Houston, Texas. Clarient combines innovative technologies, clinically meaningful diagnostic tests, world-class pathology expertise and genomics capabilities to provide services that assess and characterize cancer for physicians treating their patients as well as for biopharmaceutical companies in the process of clinically testing various therapies. Clarient conducts its business through Clarient Diagnostic Services, Inc., a wholly owned subsidiary of Clarient, Inc., which is wholly owned indirectly by General Electric Company (GE). The principal executive offices of Clarient are located at 31 Columbia, Alisa Viejo, California 92656. Its telephone number is (949) 425-5700.

GE Medical

GE Medical is a holding company of businesses managed within GE Healthcare, a division of GE that also comprises controlled subsidiaries of GE. GE Healthcare provides essential healthcare technologies with expertise in medical

imaging, software and information technology, patient monitoring and diagnostics, drug discovery,

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biopharmaceutical manufacturing technologies and performance improvement solutions primarily for hospitals, medical facilities, pharmaceutical and biotechnology companies, and life science research worldwide. GE Medical is the parent company of Clarient. The principal executive offices of GE Medical are located at Björkgatan 30, 75184 Uppsala, Sweden. Its telephone number is +46 18 6120000.

Board Recommendation (See page 52)

After discussion and deliberation based on the information considered during its evaluation of the proposed transaction with GE Medical, the Board unanimously (i) determined that the Transaction is fair to and in the best interests of NeoGenomics and our stockholders, (ii) approved the Purchase Agreement and the other agreements to be entered into in connection with the Transaction and (iii) directed that the Stock Issuance, the Authorized Common Stock Charter Amendment, the Authorized Preferred Stock Charter Amendment, the Transaction Proposal and the Equity Incentive Plan Amendment be submitted for consideration by our stockholders at the special meeting. **Accordingly, the Board recommends that you vote FOR each of the proposals included in this proxy statement.**

Reasons for the Transaction (See page 52)

In developing its recommendation that our stockholders vote in favor of the proposal, the Board considered many factors, including the benefits described in this proxy statement and the positive and negative factors described in the section of this proxy statement entitled *The Transaction Reasons for the Transaction*, and unanimously determined that the Transaction is fair to and in the best interests of NeoGenomics and our stockholders and approved the Purchase Agreement and the other documents to be entered into as part of the Transaction. The Board believes that the Transaction will be beneficial because it is expected to, among other things enhance our cancer diagnostic testing capabilities, provide us with greater capability of combined medical staff and research and development teams and broaden our geographical access to clients. We also believe that, given the favorable strategic fit and potential to generate sizable cost synergies, the Transaction will be accretive to our 2016 cash earnings per share (net income adjusted for non-cash items including stock-based compensation, depreciation and amortization), excluding costs of the Transaction and integration activities.

Opinion of Houlihan Lokey (See page 57)

On October 19, 2015, Houlihan Lokey Capital, Inc., which we refer to as Houlihan Lokey, verbally rendered its opinion to the Board (which was subsequently confirmed in writing by delivery of Houlihan Lokey s written opinion addressed to the Board dated October 19, 2015), as to the fairness, from a financial point of view, to NeoGenomics of the consideration to be paid by NeoGenomics in the Transaction pursuant to the Purchase Agreement.

Houlihan Lokey s opinion was directed to the Board (in its capacity as such) and only addressed the fairness, from a financial point of view, to NeoGenomics of the consideration to be paid by NeoGenomics in the Transaction pursuant to the Purchase Agreement and did not address any other aspect or implication of the Transaction or any other agreement, arrangement or understanding. The summary of Houlihan Lokey s opinion in this proxy statement is qualified in its entirety by reference to the full text of its written opinion, which is attached as *Annex F* to this proxy statement and describes the procedures followed, assumptions made, qualifications and limitations on the review undertaken and other matters considered by Houlihan Lokey in connection with the preparation of its opinion. However, neither Houlihan Lokey s opinion nor the summary of its opinion and the related analyses set forth in this proxy statement are intended to be, and do not constitute, advice or a recommendation to the Board, any security holder of NeoGenomics or any other person as to how to act or vote with respect to any matter relating to the Transaction. See *The Transaction Opinion of*

Houlihan Lokey **.**

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NeoGenomics Board Following the Transaction (See page 66)

In connection with the Transaction, the Board has been increased from eight to ten directors in order to satisfy a closing condition under the Purchase Agreement. One of the vacancies created by such increase will be filled by a director recommended by GE Medical for approval by the Nominating and Corporate Governance Committee of the Board pursuant to the Investor Rights Agreement.

Impact of the Stock Issuance on Existing NeoGenomics Stockholders (See page 66)

The Stock Issuance will dilute the ownership and voting interests of our existing stockholders. As of October 15, 2015, there were approximately 60.6 million shares of our common stock issued and outstanding. Upon the closing of the Transaction, we will issue to GE Medical 15.0 million shares of common stock and 14,666,667 million shares of Series A Preferred Stock as such number of shares may be adjusted as described elsewhere in this proxy statement. The NEO Common Shares would represent 19.8% of our post-closing issued and outstanding shares of common stock. In addition, the NEO Preferred Shares will, with certain exceptions, vote with shares of our common stock as a single class on an as converted basis. Accordingly, if we issue all of the NEO Preferred Shares, the NEO Shares issued to GE Medical will represent 32.9% of our total voting power upon closing of the Transaction, with our current stockholders owning the remaining 67.1% of the total voting power. Therefore, the ownership and voting interests of our existing stockholders will be proportionately reduced. In addition, after the third anniversary of the closing of the Transaction, holders of the Series A Preferred Stock will be permitted, under certain circumstances, to convert such shares into shares of common stock. Any such conversion will further dilute the ownership interests of our stockholders.

In connection with the execution of the Purchase Agreement, the Board amended our bylaws to opt out of Nevada Revised Statutes Sections 78.378 - 78.3793 and 78.411 - 78.444, which provide certain anti-takeover protections for Nevada corporations. Further, under the terms of the Investor Rights Agreement, we will be prohibited from implementing a stockholder rights plan, unless such plan specifically permits GE Medical and certain of its affiliates to beneficially own the percentage of our outstanding voting stock they own as of the date of the adoption of such stockholder rights plan, plus any increase in such percentage resulting from shares of voting stock acquired or that may be acquired pursuant to the terms of the Series A Preferred Stock or pursuant to certain participation rights contained in the Investor Rights Agreement.

Material United States Federal Income Tax Consequences of the Transaction to NeoGenomics Stockholders (See page 67)

Because our existing stockholders do not participate in the Transaction, they will not recognize gain or loss in connection with the Transaction with respect to their shares of our common stock.

Accounting Treatment of the Transaction (See page 67)

We prepare our financial statements in accordance with accounting principles generally accepted in the United States of America (GAAP). Under GAAP, the Transaction will be accounted for by applying the acquisition method with NeoGenomics treated as the acquirer.

Appraisal Rights (See page 67)

None of our stockholders will be entitled to exercise appraisal rights or to demand payment for his, her or its shares of our common stock in connection with the Transaction.

Regulatory Approvals and Clearances (See page 67)

Under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the HSR Act), and the rules and regulations promulgated thereunder, the Transaction may not be completed until certain required

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information and materials have been furnished to the Antitrust Division of the U.S. Department of Justice (the DOJ) and the U.S. Federal Trade Commission (the FTC) and certain waiting period requirements have expired or been terminated. On , 2015, each of NeoGenomics, NeoGenomics Laboratories and GE Medical filed a pre-merger notification and report form pursuant to the HSR Act with the DOJ and the FTC.

Federal Securities Law Consequences; Restrictions on Transfer (See page 67)

The NEO Shares will be issued to GE Medical in a private placement transaction under the exemption from registration provided under Section 4(a)(2) of the Securities Act of 1933, as amended (the Securities Act), as the offer and sale of the NEO Shares does not involve a public offering of our common stock or preferred stock. We have determined that GE Medical is an accredited investor within the meaning of Rule 501(a) under the Securities Act. The certificates representing the NEO Shares will bear legends that such securities have not been registered under the Securities Act or the securities laws of any state and may not be sold or transferred in the absence of an effective registration statement under the Securities Act and applicable state securities laws or an exemption from registration thereunder.

In addition, the NEO Shares will be subject to further restrictions on transfer and GE Medical will be entitled to certain registration rights as described in more detail in *The Investor Board Rights, Lockup And Standstill Agreement* and *Other Agreements The Registration Rights Agreement* on pages 85 and 90, respectively.

Financing of the Transaction (See page 68)

We expect to pay the $80.0 million of cash consideration and related fees and expenses of the Transaction using (i) $10.0 million of borrowings under a new senior secured revolving credit facility (the Revolving Credit Facility), (ii) $55.0 million from the proceeds of a new senior secured term loan facility (the Term Loan Facility and, together with the Revolving Credit Facility, the Credit Facilities) and (iii) the remainder from other available cash. Concurrent with the execution of the Purchase Agreement, we entered into commitment letters providing for the Credit Facilities.

The Purchase Agreement (See page 70)

The Purchase Agreement, which is attached to this proxy statement as *Annex A*, is described in more detail under the section entitled *The Stock Purchase Agreement* beginning on page 70. We urge you to read the Purchase Agreement in its entirety because the Purchase Agreement and not this proxy statement is the legal document governing the Transaction.

Closing Conditions

The closing of the Transaction is subject to various customary closing conditions, including, among others:

- our stockholders approving the Stock Issuance, the Authorized Common Stock Charter Amendment, the Authorized Preferred Stock Charter Amendment and the Transaction Proposal;

- the absence of any order of any governmental authority that prohibits or materially restrains the transactions, including HSR Act approval and the absence of any proceeding brought by any government authority pending before any court of competent jurisdiction seeking such an order;

expiration or termination of the waiting periods under applicable antitrust laws; and

the absence of the occurrence of a material adverse effect on the business of Clarient since the date of the Purchase Agreement.

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Representations and Warranties; Covenants

The Purchase Agreement contains customary representations and warranties made by each of NeoGenomics, NeoGenomics Laboratories and GE Medical.

The parties have also agreed to various covenants in the Purchase Agreement, including, among others, covenants:

- to conduct their respective operations in the ordinary course of business consistent with past practice from the date of the Purchase Agreement until the closing of the transaction;
- restricting, subject to certain limitations, our ability to solicit or enter into certain alternative transactions prior to closing; and
- to use reasonable best efforts to cause their respective closing conditions to be met as promptly as practicable.

Termination; Termination Fees

The Purchase Agreement contains certain termination rights for both NeoGenomics and GE Medical and further provides that we must pay to GE Medical certain termination fees upon termination of the Purchase Agreement under the following circumstances:

In the event the Purchase Agreement is terminated by NeoGenomics or GE Medical as a result of (a) the closing of the Transaction not being completed by July 20, 2016 (the Outside Date) or (b) the issuance of a final, nonappealable order of any governmental authority pursuant to antitrust laws permanently restraining or prohibiting the closing, then NeoGenomics is obligated to pay GE Medical $15.0 million; provided that, (1) in the case of the preceding clause (a) only, at the time of such termination, the closing conditions relating to obtaining required approvals, providing required notices and expiration or termination of waiting periods imposed by any governmental authority shall not have been satisfied and (2) in the case of clause (b) only, GE Medical shall not be entitled to such payment if GE Medical is then in material breach of certain of its obligations relating to obtaining regulatory and other authorizations and consents.

In the event the Purchase Agreement is terminated by GE Medical as a result of the failure of NeoGenomics or NeoGenomics Laboratories to obtain proceeds pursuant to the commitment letters for the Credit Facilities sufficient to fund the cash consideration and all other fees and expenses as may be necessary to consummate the transactions contemplated by the Purchase Agreement when all of NeoGenomics conditions to closing (other than conditions which are to be satisfied by actions taken at the closing) have been satisfied, NeoGenomics is obligated to pay GE Medical $15.0 million.

In the event the Purchase Agreement is terminated by GE Medical or NeoGenomics as a result of the failure of the NeoGenomics stockholders to approve the Stock Issuance, Authorized Common Charter Amendment, or the Authorized Preferred Stock Charter Amendment, NeoGenomics is obligated to pay GE Medical $3.0 million.

In the event the Purchase Agreement is terminated by GE Medical as a result of the occurrence of a Triggering Event, NeoGenomics is obligated to pay GE Medical $15.0 million.

In the event the Purchase Agreement is terminated:

- by GE Medical as a result of the breach by NeoGenomics of any of its representations or warranties or a failure by NeoGenomics to comply with any covenant or agreement that would cause the closing condition relating to truth of representations and performance of covenants not to be satisfied, and such closing condition is incapable of being satisfied by the Outside Date;

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by GE Medical or NeoGenomics as a result of a failure to close by the Outside Date and the closing conditions relating to receipt of required approvals, the making of required notices and the expiration or termination of waiting periods imposed by any government authority have been satisfied; or

by GE Medical or NeoGenomics as a result of the failure of the NeoGenomics stockholders to approve the Stock Issuance, the Authorized Common Stock Charter Amendment and the Authorized Preferred Stock Charter Amendment;

and

a Parent Acquisition Proposal (as defined in the Purchase Agreement) has been made after the date of the Purchase Agreement and within 12 months of the termination of the Purchase Agreement, NeoGenomics (a) enters into a definitive agreement with respect to a Parent Acquisition Proposal or (b) consummates a Parent Acquisition Proposal;

then NeoGenomics is obligated to pay GE Medical $15.0 million; provided, that any amounts previously paid by NeoGenomics as a result of the failure of the NeoGenomics stockholders to approve the Stock Issuance, the Authorized Common Stock Charter Amendment and the Authorized Preferred Stock Charter Amendment shall be credited against such amount.

Indemnification

Subject to certain exceptions and other provisions, we and GE Medical have agreed to indemnify each other for breaches of representations and warranties, breaches of covenants and certain other matters. The indemnification provided by each party to the other with respect to breaches of representations and warranties, other than certain fundamental representations and healthcare-related fundamental representations, is subject to a cap on losses of $50.0 million and applies only to such losses in excess of $2.0 million in the aggregate, each of which cap and deductible amounts is subject to certain exceptions. The indemnification provided by each party to the other with respect to breaches of representations and warranties of certain healthcare-related fundamental representations is subject to a cap on losses of $50.0 million and applies at the point such losses exceed $2.0 million in the aggregate, after which indemnification is available from the first dollar of loss, each of which cap and basket amounts is subject to certain exceptions.

The Investor Rights Agreement (See page 85)

The agreed form of Investor Rights Agreement, which is attached to this proxy statement as *Annex B*, is described in more detail under the section entitled *The Investor Board Rights, Lockup And Standstill Agreement* beginning on page 85. We urge you to read the Investor Rights Agreement in its entirety because the Investor Rights Agreement and not this proxy statement is the primary legal document that will govern certain rights of and restrictions on GE Medical in connection with the NEO Shares that GE Medical will own following the Transaction.

GE Medical Representation on the NeoGenomics Board of Directors

We are required to use commercially reasonable efforts to appoint, within ten business days of the closing of the Transaction, one director designated by GE Medical to the Board; provided that such designee meets the director qualification requirements set forth in the Investor Rights Agreement. Thereafter, for so long as GE Medical, or GE and its subsidiaries (collectively, the GE Parties) continue to beneficially own in the aggregate at least 10% of our

then-outstanding voting stock, GE Medical will be entitled to designate for nomination one director for election at each annual or special meeting of our stockholders at which directors of the Board are to be elected and at which the seat held by GE Medical s designee is subject to election. We refer to each such meeting as an election meeting.

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Subject to the director qualification requirements set forth in the Investor Rights Agreement, we are required to appoint GE Medical s designee to the Board, include such designee on the management nomination slate, recommend that our stockholders vote in favor of such designee, and use commercially reasonable efforts to cause the election of such designee at each election meeting.

GE Medical must vote all shares of our voting stock beneficially owned by it in favor of the management nomination slate. However, GE Medical s obligation to do so will expire upon the earlier of:

- the date on which GE Medical s director designation rights terminate pursuant to the Investor Rights Agreement; and

- our material breach of any of our obligations under the Investor Rights Agreement which breach is incurable or remains uncured 10 business days following notice thereof from GE Medical.

Board Observer Rights

For so long as the GE Parties continue to beneficially own at least 20% of the Company s then-outstanding voting stock, GE will be entitled to have one representative of the GE Parties acceptable to us attend all meetings of the Board (and any committees upon which GE Medical s designee sits that are held incident with such Board meeting), in a non-voting observer capacity, and such representative will receive copies of all notices, minutes, consents and other materials we provide to our directors in connection with such meeting. We may exclude such representative from access to any of such materials or meetings or portions thereof if we believe that any such material or portion thereof is a trade secret or similar confidential information or such exclusion is necessary to preserve the attorney-client privilege.

General Standstill Provisions

For a period of 48 months following the closing of the Transaction, unless specifically approved by us or earlier terminated in accordance with the Investor Rights Agreement, none of the GE Parties will, directly or indirectly, acquire or agree, whether by purchase, tender or exchange offer, to acquire ownership of any shares of our common stock, except the NEO Shares, any shares issued or issuable upon conversion of the NEO Preferred Shares or as a result of the terms of the NEO Preferred Shares, any shares issued or issuable as a result of any stock split, stock dividend, right, warrant, or other distribution, recapitalization or offering made available by us to holders of our voting stock or shares acquired pursuant to the participation rights provided in the Investor Rights Agreement.

Transfer Restrictions

None of the GE Parties may, without our prior written consent, sell or transfer any of the NEO Shares, or engage in any hedging or other transaction designed to or that reasonably could be expected to lead to or result in the disposition of the NEO Shares, until the earlier of (a) two years from the closing of the Transaction and (b) the date which is 6 months after we have redeemed all of the Series A Preferred Stock, unless such prohibitions are earlier terminated in accordance with the Investor Rights Agreement. However, this restriction will not apply to any of the following dispositions, among others:

dispositions by one GE Party to another in compliance with the Investor Rights Agreement;

dispositions by the GE Parties during any three month period that in the aggregate satisfy the volume limitations under Rule 144 of the Securities Act;

dispositions resulting from the exercise of any rights under the piggyback registration provisions in the Registration Rights Agreement;

dispositions to NeoGenomics or any of our affiliates;

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dispositions pursuant to a tender offer, exchange offer, merger, consolidation, amalgamation or other reorganization involving NeoGenomics or our voting stock;

dispositions following any of a third party or group s announcement of its intention to acquire, its entrance into an agreement to acquire, or its acquisition of 25% or more of our outstanding voting stock;

dispositions following a third party or group s entrance into an agreement to acquire, or announcement of its intention to acquire, all or substantially all of our assets;

dispositions following a third party or group s offer, or announcement of its intention to make an offer, to acquire control of NeoGenomics or to elect two or more directors to the Board or otherwise engage in a transaction that would require approval of our stockholders;

dispositions following a third party or group s assistance or encouragement of any other person to engage in, or to announce its intention to engage in, any of the transactions contemplated in any of the three preceding bullets;

dispositions following our entrance into an agreement with respect to our consolidation, merger, amalgamation, reorganization or otherwise in which we would be merged into or combined with another person, unless immediately following the consummation of such transaction our stockholders immediately prior to the consummation of such transaction would continue to hold 60% or more of all of the outstanding common stock or other securities entitled to vote for the election of directors of the surviving or resulting entity in such transaction or any direct or indirect parent thereof; and

dispositions following our public announcement of our intention to do any of the actions set forth in the preceding five bullets or other public announcement of our intention to explore strategic alternatives, or any public announcement indicating that we are actively seeking a change in control of NeoGenomics.

Anti-Takeover Provisions

We may not implement a stockholder rights plan of a type commonly known as a poison pill unless such plan specifically permits the GE Parties to beneficially own the percentage of our outstanding voting stock they own as of the date of adoption of such plan, plus any increase in such percentage resulting from shares of voting stock acquired or that may be acquired pursuant to the terms of the Series A Preferred Stock, or as a result of any stock dividend, stock split or other recapitalization of NeoGenomics, or pursuant to the participation rights provided in the Investor Rights Agreement.

Other Agreements

We, or certain of our affiliates, will also enter into certain other agreements in connection with the Transaction, each of which is described in more detail under the section entitled *Other Agreements* beginning on page 90. We urge you to read each of these agreements in its entirety because each of these agreements and not this proxy statement provide certain additional rights to each of the parties or their affiliates.

Registration Rights Agreement

Pursuant to the terms of the Registration Rights Agreement, the form of which is attached to this proxy statement as *Annex C*, we are required to file on or before the earlier of (i) 21 months following the closing of the Transaction and (ii) 6 months after we redeem all of the Series A Preferred Stock held by GE Medical, a shelf registration statement for the offer and sale on a continuous or delayed basis of certain securities held by GE Medical and any other person to whom GE Medical transferred such securities pursuant to a permitted transfer. The agreement also provides GE Medical with customary demand and piggyback registration rights, subject to certain limitations.

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Voting Agreements

GE Medical has entered into voting agreements (the Voting Agreements), the form of which is attached to this proxy statement as *Annex D*, with our executive officers and directors, pursuant to which the executive officers and directors have agreed to vote certain of their shares of common stock in accordance with the terms of the Voting Agreements. The aggregate number of shares of our common stock subject to the Voting Agreements is: 4,912,374 shares, comprised of 2,047,374 shares of our common stock and 2,865,000 shares subject to options, warrants and other rights to acquire shares of our common stock, which represents 7.7% of our issued and outstanding shares as of October 15, 2015, assuming all such options, warrants and other rights are exercisable within 60 days of October 15, 2015. The Voting Agreements provide, among other things, that these individuals will vote the shares subject to such Voting Agreements through the earlier of the Stock Issuance, the Authorized Common Stock Charter Amendment, the Authorized Preferred Stock Charter Amendment and the Transaction Proposal and the termination of the Purchase Agreement in favor of each of the proposals included in this proxy statement.

Lockup Agreement

Each of Douglas VanOort, our Chief Executive Officer and Chairman of the Board, and Steven Jones, our Executive Vice President Finance and a member of the Board, entered into a lockup agreement pursuant to which they agreed, subject to certain exceptions, not to sell or transfer any shares of their NeoGenomics common stock or securities convertible into, exchangeable or exercisable for, or that represent the right to receive such shares, for six months after the closing of the Transaction.

Transition Services Agreement

Pursuant to the terms of a Transition Services Agreement entered into between NeoGenomics and GE (the Transition Services Agreement), GE has agreed that it or certain of its affiliates will provide us certain transition services with respect to the transition to NeoGenomics of Clarient s business.

Transitional Trademark License Agreement

Prior to or at the closing of the Transaction, Clarient will enter into a transitional trademark license agreement with Monogram Licensing, Inc. and Monogram Licensing International, Inc., subsidiaries of GE. Under the agreement, Clarient will receive a non-exclusive, royalty-free, worldwide license to use certain trademarks owned by Monogram Licensing and Monogram Licensing International for a period of up to 6 months, while Clarient phases out the licensed trademarks and rebrands.

MultiOmyx License Agreement

Prior to or at the closing of the Transaction, Clarient will enter into a technology license agreement with GE Healthcare Bio-Sciences Corp. Under the agreement, Clarient will receive an exclusive, royalty-bearing license in the United States to use the licensed patents and technical information in conjunction with fluorescent-based tissue staining systems for purposes of performing research, discovery and development of therapeutics and for providing in-vitro diagnostic testing services. The agreement also will grant Clarient a non-exclusive license in the United States to use software programs that process and analyze raw data generated using the MultiOmyx Technology (as defined therein). The agreement terminates 20 years from the effective date, or upon expiry of the last licensed patent, whichever occurs later. Clarient may terminate the agreement without cause any time after the tenth anniversary of the effective date of the agreement, and GE Healthcare Bio-Sciences Corp. may terminate the agreement without cause if certain milestones are not met in the seventh year of the agreement.

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Summary Historical Financial Data

Summary Historical Consolidated Financial Data of NeoGenomics

The following table presents summary historical consolidated financial data as of December 31, 2014 and 2013 and for the years ended December 31, 2014, 2013 and 2012, derived from our audited consolidated financial statements, which are included in our annual report on Form 10-K for the year ended December 31, 2014 and incorporated by reference into this proxy statement. The table also presents summary historical consolidated financial data as of December 31, 2012 and for the years ended December 31, 2011 and 2010 derived from audited consolidated financial statements that are not included in or incorporated by reference into this proxy statement. Additionally, the table presents summary historical consolidated financial data as of June 30, 2015 and for the six months ended June 30, 2015 and 2014, derived from our unaudited condensed consolidated financial statements, which are included in our quarterly report on Form 10-Q for the quarterly period ended June 30, 2015 and incorporated by reference into this proxy statement. In the opinion of our management, the unaudited interim information reflects all adjustments, consisting only of normal recurring adjustments, necessary for a fair presentation of financial position and operating results for the periods presented. Results for interim periods should not be considered indicative of results for any other periods or for the year.

The information presented below is only a summary. The historical results are not necessarily indicative of results that can be expected for any future period. The summary financial data set forth below should be read in conjunction with *Management s Discussion and Analysis of Financial Condition and Results of Operations* and the historical consolidated financial statements and notes thereto for 2014, 2013 and 2012, which are included in our annual report on Form 10-K for the year ended December 31, 2014, and *Management s Discussion and Analysis of Financial Condition and Results of Operations* and the historical condensed consolidated financial statements and notes thereto for the three and six months ended June 30, 2015, which are included in our quarterly report on Form 10-Q for the quarterly period ended June 30, 2015, and, in each case, are incorporated by reference in this proxy statement.

	Six Months Ended June 30,		Year Ended December 31,				
	2015	2014	2014	2013	2012	2011	2010
	(in thousands, except share data)						
Statement of Operations Data:							
Net revenue	$ 47,396	$ 38,852	$ 87,069	$ 66,467	$ 59,867	$ 43,484	$ 34,371
Income (loss) from operations	(534)	972	2,218	3,174	1,211	(409)	(2,963)
Net income (loss)	(937)	376	1,132	2,033	65	(1,177)	(3,303)
Net income per share basic	(0.02)	0.01	0.02	0.04	0.00	(0.03)	(0.09)
Net income per share diluted	(0.02)	0.01	0.02	0.04	0.00	(0.03)	(0.09)

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	As of June 30,		As of December 31,		
	2015	2014	2014	2013	2012
			(in thousands)		
Balance Sheet Data:					
Cash and cash equivalents	$ 32,952	$ 5,023	$ 33,689	$ 4,834	$ 1,868
Working capital(1)	44,476	12,856	44,119	13,168	823
Total assets	82,966	43,638	81,106	39,916	30,071
Total liabilities	22,099	20,505	20,701	18,205	20,855
Total stockholders equity	60,867	23,133	60,405	21,711	9,216

(1) Working capital is calculated as current assets minus current liabilities.

Summary Historical Combined Carve-Out Financial Data of Clarient (See page 134)

The following table presents the summary historical combined carve-out financial data of Clarient:

As of December 31, 2014 and 2013 and for the years ended December 31, 2014, 2013 and 2012, derived from Clarient s audited combined carve-out financial statements, which are included in this proxy statement;

As of June 30, 2015 and for the six months ended June 30, 2015 and 2014, derived from Clarient s unaudited condensed combined carve-out interim financial statements, which are included in this proxy statement; and

As of June 30, 2014 and December 31, 2012, 2011 and 2010 and for the years ended December 31, 2011 and 2010, derived from Clarient s unaudited combined carve-out information not included in this proxy statement.

In the opinion of Clarient s management, the unaudited interim information reflects all adjustments, consisting of normal recurring adjustments necessary for a fair presentation of financial position and operating results for the periods presented. Results for interim periods should not be considered indicative of results for any other periods or for the year.

The information below is only a summary. The historical results presented below are not necessarily indicative of results that can be expected for any future period. The summary financial data set forth below should be read in conjunction with *Clarient Management s Discussion and Analysis of Financial Condition and Results of Operations* beginning on page 136 and Clarient s historical combined carve-out financial statements and notes thereto included in this proxy statement.

	Six months ended June 30,		Year ended December, 31				
	2015	2014	2014	2013	2012	2011	2010 (1)
				(in thousands)			
Statement of Operations Data:							
Net sales	$ 60,950	$ 60,882	$ 127,224	$125,702	$ 139,721	$ 133,805	$ 106,704

Income (loss) from operations	(48,549)	(15,319)	(24,539)	(350,395)	(42,507)	658	(22,078)
Net loss	(49,451)	(18,285)	(28,833)	(350,996)	(29,536)	(5,057)	(22,565)

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	As of June 30,		As of December 31,				
	2015	2014	2014	2013	2012	2011	2010
	(in thousands)						
Balance Sheet Data:							
Cash and cash equivalents	$ 1,368	$ 1,337	$ 1,279	$ 56	$ 320	$ 42	$ 8,240
Working capital	7,642	11,827	8,474	7,380	31,929	38,294	69,486
Total assets(2)	316,530	386,460	372,041	395,616	698,042	640,825	670,270
Total liabilities	47,988	54,766	52,040	59,282	41,882	40,349	69,278
Net Parent Investment(2)	268,542	331,694	320,001	336,334	656,160	600,476	600,992

(1) Clarient was acquired by GE on December 22, 2010. The statement of operations data for the year ended December 31, 2010 reflects Clarient s operations as a stand-alone company and does not contain adjustments related to the acquisition or accounting for a business combination, such as depreciation and amortization related to fair value adjustments. Clarient s management believes that bifurcation of the 2010 results into predecessor and successor periods and the impact of acquisition accounting for the post-acquisition period in 2010 would not result in a more meaningful presentation of statement of operations data. Balance sheet data for all periods presented and statement of operations data presented for periods subsequent to 2010 reflect the impact of the acquisition and underlying accounting. Therefore, comparisons of 2010 data and subsequent periods are impacted by a variety of factors related to being a subsidiary as compared with a stand-alone public company.

(2) Total assets and, as a result, Net Parent Investment, decreased significantly due in part to impairments of goodwill and other intangible assets of $42.1 million during the six months ended June 30, 2015, $294.4 million during the year ended December 31, 2013 and $11.8 million during the year ended December 31, 2012.

Summary Unaudited Pro Forma Combined Financial Data (See page 151)

The following table reflects the pro forma effect of the acquisition of Clarient by NeoGenomics, including the borrowing of $65.0 million of additional debt on the balance sheet of NeoGenomics as of June 30, 2015, and the statements of operations of NeoGenomics for the six months ended June 30, 2015 and the year ended December 31, 2014. The summary unaudited pro forma combined financial data is prepared as if the acquisition of Clarient had been consummated as of June 30, 2015, for purposes of the unaudited pro forma combined balance sheet, and on January 1, 2014, for purposes of the unaudited pro forma combined statements of operations.

This information is only a summary. We are providing the summary unaudited pro forma combined financial data for informational purposes only. It does not necessarily represent or indicate what the financial position and results of operations of NeoGenomics would actually have been had the acquisition and other pro forma adjustments in fact occurred at the dates indicated. It also does not necessarily represent or indicate the future financial position or results of operations NeoGenomics will achieve after the acquisition of Clarient.

You should read the summary unaudited pro forma combined financial data together with the other information and the accompanying notes that are included or incorporated by reference elsewhere in this document.

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	Six Months Ended June 30, 2015	Year Ended December 31, 2014
	(in thousands)	
Unaudited Pro Forma Combined Statement of Operations Data:		
Revenues	$ 108,346	$ 214,293
Net Loss	(45,998)	(6,400)
Loss per Common Share:		
Basic	(0.66)	(0.19)
Diluted	(0.66)	(0.19)

(a) During the six months ended June 30, 2015, Clarient recorded an impairment of goodwill which negatively impacted Net Loss by $42,138

Unaudited Pro Forma Combined Balance Sheet Data as of June 30, 2015:	
Total assets	$ 399,835
Long-term debt	(60,799)

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QUESTIONS AND ANSWERS

The following questions and answers are intended to address briefly some commonly asked questions regarding the Transaction and the proposals included in this proxy statement. These questions and answers, as well as the summary beginning on page 1, are not meant to be a substitute for the information contained in the remainder of this proxy statement, and this information is qualified in its entirety by the more detailed descriptions and explanations contained elsewhere in this proxy statement. Stockholders are urged to carefully read this entire proxy statement, including the attached annexes. You should pay special attention to Special Note Concerning Forward-Looking Statements beginning on page 27 and Risk Factors beginning on page 29.

Q: Why am I receiving this document?

A: On October 20, 2015, we entered into the Purchase Agreement with GE Medical, pursuant to which we agreed to acquire all of the issued and outstanding shares of common stock of Clarient, Inc. a wholly owned subsidiary of GE Medical. For more information, see *The Transaction*. Approval of our stockholders of each of the Stock Issuance, the Authorized Common Stock Charter Amendment, the Authorized Preferred Stock Charter Amendment and the Transaction Proposal, each of which is described in this proxy statement, is a condition to closing the Transaction. Accordingly the NeoGenomics Board of Directors (the Board) is soliciting your proxy to vote at the special meeting in order to obtain approval of the Stock Issuance, the Authorized Common Stock Charter Amendment, the Authorized Preferred Stock Charter Amendment and the Transaction Proposal.

In addition, the Board is soliciting your proxy to vote on proposals to approve (a) an amendment to our Amended and Restated Equity Incentive Plan to increase the authorized number of shares of common stock available and reserved for issuance under the plan and to clarify provisions regarding restrictions on the repricing of options and stock appreciation rights, and (b) adjournments of the special meeting, if necessary or appropriate, to solicit additional votes and proxies if there are insufficient votes at the time of the special meeting to approve the proposals described in this proxy statement.

This document contains important information about NeoGenomics, Clarient and the Transaction, and you should read it, and the documents incorporated by reference into this proxy statement, carefully and in their entirety.

Q: When and where is the special meeting?

A: The special meeting will be held on , 2015 at a.m. local time, at the Hyatt Regency Coconut Point Resort located at 5001 Coconut Road, Bonita Springs, Florida 34134.

We provide additional information relating to the special meeting in the section below entitled *The Special Meeting of NeoGenomics Stockholders* beginning on page 37.

Q: Who is eligible to vote at the special meeting?

A: If you are a NeoGenomics stockholder of record as of the close of business on , 2015, the record date for the special meeting (the Record Date), you are entitled to receive notice of, and to vote at, the special meeting. At the close of business on the Record Date, there were shares of our common stock issued and outstanding. Each outstanding share of our common stock is entitled to one vote.

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Q: What matters will be voted on at the special meeting, and how does the Board recommend that I vote?

A: You are being asked to vote on the following matters:

	Proposal	Board s Recommendation	Page (*for more information*)
(1)	*Stock Issuance*: to approve the issuance of the 15,000,000 NEO Common Shares and 14,666,667 NEO Preferred Shares to GE Medical, pursuant to the terms and subject to the conditions set forth in the Purchase Agreement, pursuant to which NeoGenomics (through a wholly owned subsidiary) proposes to acquire from GE Medical all of the issued and outstanding shares of common stock of Clarient, Inc.	FOR	103
(2)	*Authorized Common Stock Charter Amendment*: to approve an amendment of Article Fourth(A) of our Articles of Incorporation to increase our authorized shares of common stock by 150.0 million shares to an aggregate of 250.0 million shares.	FOR	105
(3)	*Authorized Preferred Stock Charter Amendment*: to approve an amendment of Article Fourth(A) of our Articles of Incorporation to increase our authorized shares of preferred stock by 40.0 million shares to an aggregate of 50.0 million shares.	FOR	107
(4)	*Transaction Proposal*: to approve and adopt the Purchase Agreement and the Transaction contemplated thereby;	FOR	109
(5)	*Equity Incentive Plan Amendment*: to approve an amendment and restatement of our Amended and Restated Equity Incentive Plan to increase the authorized number of shares of common stock available and reserved for issuance under the plan by 3.0 million shares to an aggregate of 12.5 million shares and to clarify provisions regarding restrictions on the repricing of options or stock appreciation rights.	FOR	111
(6)	*Adjournment*: to approve the adjournment of the special meeting, if necessary or appropriate, to solicit additional votes and proxies if there are insufficient votes at the time of the special meeting to approve the foregoing proposals.	FOR	

Q: Why is stockholder approval required for the stock issuance?

A: Our common stock is listed on, and we are subject to the rules and regulations of, the NASDAQ Capital Market (NASDAQ).

NASDAQ rules require stockholder approval prior to the issuance of securities in connection with the acquisition of the stock or assets of another company if (a) the common stock, or securities convertible into common stock, that we

issue has or will have upon issuance voting power equal to or in excess of 20% of the voting power of our securities outstanding before the issuance or (b) the number of shares of common stock, or securities convertible into common stock, to be issued is or will be equal to or in excess of 20% of the number of shares of common stock outstanding before the issuance. In addition, NASDAQ rules require stockholder approval prior to the issuance of securities in a private placement if the number of shares of common stock, or securities convertible into common stock, to be issued is or will be equal to 20% or more of the common stock or 20% or more of the voting power outstanding before the issuance for less than the greater of book or market value of the stock.

We are proposing to issue 15.0 million shares of our common stock and 14,666,667 shares of Series A Preferred Stock, which are convertible into common stock, to GE Medical pursuant to the Purchase

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Agreement. We have the right to increase the cash consideration by up to $110.0 million, and reduce the number of NEO Preferred Shares issued as consideration by an amount calculated by dividing the amount of any increase in the cash consideration by $7.50, which is the per share conversion price of the NEO Preferred Shares. The number of shares we will issue will exceed 20% of both the voting power and the number of shares of our common stock outstanding before the issuance. Accordingly, at the special meeting, we are asking holders of shares of our common stock to consider and vote on the Stock Issuance to satisfy NASDAQ rules.

Stockholder approval of the Stock Issuance is a condition to completion of the Transaction pursuant to the Purchase Agreement, and we believe the Transaction is beneficial to our stockholders for a number of reasons. See *The Transaction Reasons for the Transaction* for a description of these reasons.

Q: Why am I being asked to approve charter amendments to increase the number of authorized shares of both common stock and preferred stock?

A: Our Articles of Incorporation currently authorize us to issue 100.0 million shares of common stock and 10.0 million shares of preferred stock. As of October 15, 2015, we had approximately 60.6 million shares of common stock outstanding and no shares of preferred stock outstanding. We also had approximately 5.5 million shares of common stock reserved for issuance pursuant to outstanding options, 650,000 shares of common stock reserved for issuance pursuant to outstanding warrants and approximately 1.1 million shares of common stock reserved for new issuances pursuant to our Equity Incentive Plan without giving effect to any stockholder approval of the Equity Incentive Plan Amendment.

If the Transaction is consummated, we expect to issue 15.0 million shares of common stock to GE Medical, resulting in approximately 75.6 million shares of our common stock being issued and outstanding immediately after the consummation of the Transaction, based on approximately 60.6 million shares of our common stock outstanding as of October 15, 2015. To allow for additional authorized common stock to support our growth and provide flexibility for future corporate needs, at the special meeting we are asking our stockholders to consider and vote on the Authorized Common Stock Charter Amendment to amend Article Fourth(A) of our Articles of Incorporation to increase the number of shares of common stock we are authorized to issue by 150.0 million shares, to an aggregate of 250.0 million authorized shares of common stock.

In addition, we currently do not have a sufficient number of authorized shares of preferred stock to issue the 14,666,667 shares of Series A Preferred Stock to GE Medical in connection with the Transaction. Under the terms of the Series A Preferred Stock, dividends will accrue quarterly on outstanding shares of Series A Preferred Stock commencing on the first anniversary of closing in the form of additional shares of Series A Preferred Stock (PIK Dividends). If all of the shares of Series A Preferred Stock are not redeemed prior to automatic conversion into shares of our common stock on the tenth anniversary of closing, we may be required to issue an additional 10,775,454 shares of Series A Preferred Stock as PIK Dividends. Accordingly, even if stockholder approval of the Stock Issuance is received, we would not be able to consummate the Transaction in the absence of stockholder approval of the Authorized Preferred Stock Charter Amendment to amend Article Fourth(A) of our Articles of Incorporation to increase the number of shares of preferred stock we are authorized to issue by 40.0 million shares, to an aggregate of 50.0 million authorized shares of preferred stock.

Stockholder approval of each of the Authorized Common Stock Charter Amendment and the Authorized Preferred Stock Charter Amendment is a condition to closing the Transaction pursuant to the Purchase Agreement.

Q: Why is stockholder approval required for the Transaction Proposal?

A: Stockholder approval of the Transaction Proposal is a condition to the completion of the Transaction pursuant to the Purchase Agreement. We believe that the Transaction would unite two complimentary businesses to offer hospitals, community based pathology practices and clinicians expanded cancer-related

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laboratory testing services, and that the Transaction would result in a number of anticipated benefits. If our stockholders do not approve the Transaction Proposal, we may be unable to consummate the Transaction.

Q: What will happen if our stockholders vote to approve the Stock Issuance, the Authorized Common Stock Charter Amendment, the Authorized Preferred Stock Charter Amendment and the Transaction Proposal?

A: If each of the Stock Issuance, the Authorized Common Stock Charter Amendment, the Authorized Preferred Stock Charter Amendment and the Transaction Proposal is approved and all required authorizations, clearances, consents and governmental approvals are obtained, subject to the satisfaction or waiver of the other closing conditions, we expect the Transaction to be completed near the end of 2015 or early 2016.

Q: What will happen if our stockholders do not vote to approve the Stock Issuance, the Authorized Common Stock Charter Amendment, the Authorized Preferred Stock Charter Amendment and the Transaction Proposal?

A: Stockholder approval of each of the Stock Issuance, the Authorized Common Stock Charter Amendment, the Authorized Preferred Stock Charter Amendment and the Transaction Proposal is a condition to the consummation of the Transaction. If any of these proposals is not approved, the Purchase Agreement may be terminated by NeoGenomics or GE Medical. In the event of termination for failure of our stockholders to approve each of the Stock Issuance, the Authorized Common Stock Charter Amendment and the Authorized Preferred Stock Charter Amendment, we may be required to pay to GE Medical a $3.0 million termination fee. We provide additional information relating to termination rights under the Purchase Agreement in the section below entitled *The Stock Purchase Agreement* beginning on page 70.

Q: Why is NeoGenomics proposing to engage in the Transaction?

A: We believe that the Transaction would unite two complementary businesses to offer hospitals, community-based pathology practices and clinicians, expanded cancer-related laboratory testing services, and that the Transaction would result in the following anticipated benefits, among others:

enhanced cancer diagnostic testing capabilities, combining the best products and services of each company into a single source of advanced cancer genetic testing services for the benefit of hospitals, community-based pathology practices and clinicians, and the patients they treat;

greater capability of combined medical staff and research and development teams to continue to invest in innovation to create a sustainable leadership position in the rapidly evolving field of cancer genetics testing;

greater capability with combined expertise, information systems and processes to compete in the high growth area of biopharmaceutical testing for the benefit of current and new biopharmaceutical customers;

broadened geographical access to clients for the benefit of managed care organizations, accountable care organizations and large health care delivery systems;

the ability to cross-sell products and services to each company s current customer base;

increased scale of laboratory operations, information technology, and medical staff to drive greater productivity and efficiencies to be a lowest cost provider, and to offer constantly improving service for the benefit of clients;

the ability to achieve significant cost synergies by applying best practices, eliminating duplicative processes, increasing volume of testing and reducing high fixed-cost infrastructure;

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increased ability to optimize administrative, regulatory and compliance resources to meet the increasing demands on laboratories by regulatory organizations; and

greater size, with annual pro forma revenues of approximately $225.0 million and estimated Adjusted EBITDA of between $33.0 and $38.0 million, as well as higher market capitalization.

Furthermore, we believe that, given the favorable strategic fit and potential to generate sizable cost synergies, the Transaction will be accretive to our 2016 cash earnings per share (net income adjusted for non-cash items including stock-based compensation, depreciation and amortization), excluding costs of the Transaction and integration activities.

Q: Are there risks associated with the Transaction?

A: Yes. The material risks associated with the Transaction that are known to us are discussed in the section entitled *Risk Factors* beginning on page 29.

Q: What will GE Medical receive as consideration in the Transaction?

A: Upon the closing of the Transaction, NeoGenomics (through a wholly owned subsidiary) will acquire from GE Medical all of the issued and outstanding shares of Clarient, Inc. s common stock for an aggregate purchase price of approximately $ million, based on the closing price of our common stock on , 2015, the date immediately preceding the mailing of this proxy statement. The purchase price consists of (a) cash consideration of $80.0 million, (b) the NEO Common Shares, totaling 15.0 million shares of our common stock and (c) the NEO Preferred Shares, totaling 14,666,667 shares of our Series A Preferred Stock. We have the right to increase the cash consideration by up to $110.0 million, and reduce the number of NEO Preferred Shares issued as consideration by an amount calculated by dividing the amount of any increase in the cash consideration by $7.50, which is the per share conversion price of the NEO Preferred Shares.

Q: What will happen to my NeoGenomics common stock upon completion of the Transaction?

A: Each outstanding share of our common stock will be unaffected by the Transaction and will remain outstanding. Holders of our common stock will continue to hold the shares that they currently hold.

Q: Will the stock issuance dilute the existing stockholders percentage of ownership in NeoGenomics?

A: Yes. The Stock Issuance will dilute your existing holdings of our common stock. As of October 15, 2015, there were approximately 60.6 million shares of our common stock issued and outstanding. If we consummate the Transaction, we will issue 15.0 million shares of our common stock and 14,666,667 shares of our Series A Preferred Stock. The NEO Common Shares would represent 19.8% of our post-closing issued and outstanding

shares of common stock. In addition, the NEO Preferred Shares will, with certain exceptions, vote with shares of our common stock as a single class on an as converted basis. Accordingly, if we issue all of the NEO Preferred Shares, the NEO Shares issued to GE Medical will represent 32.9% of our total voting power upon closing of the Transaction, with our current stockholders owning the remaining 67.1% of the total voting power. Therefore, the ownership and voting interests of our existing stockholders will be proportionately reduced.

In addition, after the first anniversary of the closing of the Transaction, dividends will begin to accrue quarterly on outstanding shares of Series A Preferred Stock in the form of PIK Dividends, adding to the number of shares of Series A Preferred Stock outstanding. Furthermore, after the third anniversary of the closing, holders of the Series A Preferred Stock will be permitted, under certain circumstances, to convert such shares into shares of our common stock. Any addition of shares of Series A Preferred Stock through PIK Dividends and any conversion of Series A Preferred Stock into our common stock will further dilute the ownership interests of our stockholders. See *Description of Capital Stock Preferred Stock Series A Preferred Stock* .

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Q: Do I, as a stockholder of NeoGenomics, have dissenters or appraisal rights?

A: No. Our existing stockholders do not have rights of appraisal or similar rights of dissenters with respect to any of the proposals to be voted on at the special meeting.

Q: Other than the Purchase Agreement, what other agreements have been or will be entered into in connection with the proposed Transaction?

A: In connection with our entry into the Purchase Agreement, GE Medical has entered into the Voting Agreements with our executive officers and directors, the form of which is attached hereto as *Annex D*. The aggregate number of shares of our common stock subject to the Voting Agreements is: 4,912,374 shares, comprised of 2,047,374 shares of our common stock and 2,865,000 shares subject to options, warrants and other rights to acquire shares of our common stock, which represents 7.7% of our issued and outstanding shares as of October 15, 2015, assuming all such options, warrants and other rights are exercisable within 60 days of October 15, 2015. Pursuant to the terms of the Voting Agreements, the parties thereto agreed to, among other things, vote the shares subject to such Voting Agreements in favor of the proposals included in this proxy statement. The Voting Agreements are described more fully below in the section entitled *Other Agreements Voting Agreements* beginning on page 91. In addition, in connection with our entry into the Purchase Agreement, each of Douglas VanOort, our Chief Executive Officer and Chairman of the Board, and Steven Jones, our Executive Vice President Finance and a member of the Board, entered into a lock-up agreement with GE Medical pursuant to which they agreed, subject to certain exceptions, to not sell any of their shares of our common stock or any other of our equity securities for a period of six months following the closing of the Transaction. The lockup agreements are described more fully below in the section entitled *Other Agreements Lock-up Agreement* beginning on page 92.

Concurrent with the closing of the Transaction, NeoGenomics and GE Medical will enter into the Investor Rights Agreement, the form of which is attached hereto as *Annex B*. The Investor Rights Agreement includes certain director appointment and nomination rights, as well as Board observer rights, in favor of GE Medical, and obligates GE Medical, subject to certain limitations, to vote its shares of our common stock in favor of the Board s director slate at each stockholders meeting at which directors are to be elected. The Investor Rights Agreement also provides for certain restrictions on GE Medical s ability to acquire additional shares of our common stock for a period of 48 months following the closing of the Transaction. In addition, the Investor Rights Agreement includes limitations on transfers by GE Medical of shares of our common stock during the two years following the closing of the Transaction, subject to certain exceptions. The Investor Rights Agreement is described more fully below in the section entitled *The Investor Board Rights, Lockup And Standstill Agreement* beginning on page 85.

Concurrent with the closing of the Transaction, GE Medical and NeoGenomics will enter into the Registration Rights Agreement, the form of which is attached hereto as *Annex C*. Pursuant to the terms of the Registration Rights Agreement, we are required to file on or before the earlier of (i) 21 months following the closing of the Transaction and (ii) 6 months after we redeem all of the NEO Preferred Shares held by GE Medical, a shelf registration statement for the offer and sale of the NEO Common Shares and any shares of our common stock issuable upon conversion of the NEO Preferred Shares. The agreement also provides GE Medical with customary demand and piggyback registration rights with respect to such shares. The Registration Rights Agreement is described more fully below in the section entitled *Other Agreements Registration Rights Agreement* beginning on page 90.

Concurrent with the closing of the Transaction, we will enter into the Transition Services Agreement with GE. Pursuant to the terms of the Transition Services Agreement, GE will, on a transitional basis, provide us with certain support services and other assistance after the consummation of the Transaction. The Transition Services Agreement is described more fully below in the section entitled *Other Agreements Transition Services Agreement* beginning on page 93.

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Concurrent with the closing of the Transaction, Clarient will enter into a transitional trademark license agreement with Monogram Licensing, Inc. and Monogram Licensing International, Inc., subsidiaries of GE. Under the agreement, Clarient will receive a non-exclusive, royalty-free, worldwide license to use certain trademarks owned by Monogram Licensing and Monogram Licensing International for a period of up to 6 months, while Clarient phases out the licensed trademarks and rebrands.

Concurrent with the closing of the Transaction, Clarient will enter into a technology license agreement with GE Healthcare Bio-Sciences Corp. Under the agreement, Clarient will receive an exclusive, royalty-bearing license in the United States to use the licensed patents and technical information in conjunction with fluorescent-based tissue staining systems for purposes of performing research, discovery and development of therapeutics and for providing in-vitro diagnostic testing services. The agreement also will grant Clarient a non-exclusive license in the United States to use software programs that process and analyze raw data generated using the MultiOmyx Technology (as defined therein). The agreement terminates 20 years from the effective date, or upon expiry of the last licensed patent, whichever occurs later. Clarient may terminate the agreement without cause any time after the tenth anniversary of the effective date of the agreement, and GE Healthcare Bio-Sciences Corp. may terminate the agreement without cause if certain milestones are not met in the seventh year of the agreement.

We will also enter into the Term Loan Facility, which will provide for a term loan in an aggregate principal amount of $55.0 million, and a senior secured revolving credit facility for up to $25.0 million. These agreements are described more fully in the section entitled *The Transaction Financing of the Transaction* beginning on page 68.

Q: Are there restrictions on the resale of the NEO Shares issued to GE Medical in connection with the Transaction?

A: Yes. The NEO Shares will be considered restricted securities under Rule 144 of the Securities Act. The NEO Common Shares will be subject to the further restrictions on transfer contained in the Investor Rights Agreement. Among other restrictions, during the two years following the closing of the Transaction, GE Medical may not transfer any shares of our common stock that it owns, subject to certain exceptions. Additionally, under the Registration Rights Agreement, we are not obligated to file a registration statement until the earlier of (a) 21 months following the closing of the Transaction and (b) 6 months after we redeem all of the NEO Preferred Shares held by GE Medical.

The NEO Preferred Shares will be subject to the further restrictions on transfer pursuant to the Certificate of Designations for the Series A Preferred Stock. Under the Certificate of Designations, the NEO Preferred Shares may not be transferred without our written consent, subject to certain exceptions for transfers to affiliates of the NEO Preferred Shares holder.

Q: Will NeoGenomics senior management team change following the completion of the Transaction?

A: No. Upon the closing of the Transaction, NeoGenomics senior management team will remain in place with Douglas M. VanOort continuing as Chief Executive Officer.

Q: Will the NeoGenomics Board of Directors change following the completion of the Transaction?

A: Yes. Though Douglas VanOort will continue as Chairman of the Board, the Purchase Agreement provides that, as a condition to the closing of the Transaction, the Board must consist of 10 members, an increase from eight prior to our execution of the Purchase Agreement. Pursuant to the Investor Rights Agreement, we are required to use commercially reasonable efforts to appoint, within 10 business days of the closing of the Transaction, one director designated by GE Medical to fill one of the vacancies created by such increase. The Investor Rights Agreement contains additional provisions regarding GE Medical s rights to designate an individual for nomination to the Board as described more fully in the section below entitled *The*

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Investor Board Rights, Lockup And Standstill Agreement *GE Medical Representation on the NeoGenomics Board of Directors* beginning on page 85.

Q: What are the material U.S. federal income tax consequences of the Transaction?

A: Because our existing stockholders do not participate in the Transaction, they will not recognize gain or loss in connection with the Transaction with respect to their shares of our common stock.

Q: Why am I being asked to approve the Equity Incentive Plan Amendment?

A: The Board is seeking approval to amend the Equity Incentive Plan to add 3.0 million shares of our common stock to the reserve available for new awards and to clarify provisions regarding no repricing of options or stock appreciation rights. The Board believes that the Equity Incentive Plan has been effective in attracting and retaining highly-qualified employees and other key contributors to our business, and that the awards granted under the plan have provided an incentive that aligns the economic interests of plan participants with those of our stockholders.

As of October 15, 2015, we had outstanding stock options to acquire approximately 5.5 million shares of common stock and approximately 1.1 million shares of common stock reserved for future issuance under the Equity Incentive Plan. Assuming consummation of the Transaction, we will significantly increase our headcount. As a result, we believe the increase in the number of shares reserved and available under the Equity Incentive Plan is necessary to ensure we have sufficient shares reserved and available to provide an incentive to these new employees that aligns their economic interests with those of our stockholders.

Q: Is the closing of the Transaction contingent upon the stockholders approving the Equity Incentive Plan Amendment?

A: No. Although the Board believes that the proposal is important to provide NeoGenomics additional tools to enhance stockholder value, the consummation of the Transaction is not contingent upon the approval by our stockholders of the Equity Incentive Plan Amendment.

Q: What other matters may arise at the special meeting?

A: Other than the six proposals described in this proxy statement, we do not expect any other matters to be presented for a vote at the special meeting. If any other matter is properly brought before the special meeting, your proxy gives authority to the individuals named in the proxy to vote on such matters in their discretion.

Q: What is the difference between holding shares as a stockholder of record and as a beneficial owner?

A: If your shares are registered in your name as evidenced and recorded in the stock ledger maintained by us and Standard Registrar & Transfer Company, our transfer agent, you are a stockholder of record. If your shares are held in the name of your broker, bank or other nominee, these shares are held in street name and you are the beneficial owner.

If you are a stockholder of record and you have requested printed proxy materials, we have enclosed a proxy card for you to use. If you hold our shares in street name through one or more banks, brokers or other nominees, you will receive the Meeting Notice, together with voting instructions, from the third party or parties through which you hold your shares. If you requested printed proxy materials, your broker, bank or other nominee has enclosed a voting instruction card for you to use in directing the broker, bank or other nominee regarding how to vote your shares.

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Q: How do stockholders vote?

A: You may vote by any of the following methods:

In Person. Stockholders of record and beneficial stockholders with shares held in street name may vote in person at the special meeting. If you hold shares in street name, you must obtain a proxy from the stockholder of record authorizing you to vote your shares and bring it to the meeting along with proof of beneficial ownership of your shares. A photo ID is required to vote in person.

By mail. If you elected to receive printed proxy materials by mail, you may vote by signing and returning the proxy card provided. Please allow sufficient time for mailing if you decide to vote by mail.

By Internet or telephone. You may also vote over the Internet at evote@viewproxy.com or vote by telephone at (855) 325-6670. Please see proxy card for voting instructions.

Q: How do the stockholders change or revoke their vote?

A. You may change your vote as follows:

Stockholders of record. You may change or revoke your vote by submitting a written notice of revocation to: NeoGenomics, Inc., 12701 Commonwealth Drive, Suite 9, Fort Myers, Florida 33913, Attention: Fred Weidig, Corporate Secretary, or by submitting another proxy card before the conclusion of the special meeting. For all methods of voting, the last vote cast will supersede all previous votes.

Beneficial owners of shares held in street name . You may change or revoke your voting instructions by following the specific directions provided to you by your bank or broker or other nominee.

Q: What quorum requirement applies?

A: On the Record Date, , 2015, shares of our common stock were issued and outstanding. The presence in person or by proxy of persons entitled to vote a majority of shares of our outstanding common stock at the special meeting constitutes a quorum. Your shares of our common stock will be counted as present at the special meeting for purposes of determining whether there is a quorum if you vote by telephone, by Internet or by submitting a properly executed proxy card by mail, or you vote in person at the special meeting. Abstaining votes and broker non-votes are counted for purposes of establishing a quorum.

Q: What vote is required to approve the proposals?

A: The following are the voting requirements for each proposal:

Proposal No. 1: Stock Issuance. Provided a quorum is present, the affirmative vote of a majority of the votes cast in person or by proxy is required for the approval of the Stock Issuance. Broker non-votes (if any) and abstentions will be counted for purposes of determining whether there is a quorum but will have no effect on the outcome of the proposal. Unvoted shares will have no effect on the outcome of the proposal.

Proposal No. 2: Authorized Common Stock Charter Amendment. Provided a quorum is present, the affirmative vote of the majority of the outstanding shares is required for the approval of the Authorized Common Stock Charter Amendment. Since this proposal must be approved by a majority of the outstanding shares, broker non-votes (if any), abstentions and unvoted shares will have the same effect as voting against the proposal.

Proposal No. 3: Authorized Preferred Stock Charter Amendment. Provided a quorum is present, the affirmative vote of the majority of the outstanding shares is required for the approval of the Authorized

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Preferred Stock Charter Amendment. Since this proposal must be approved by a majority of the outstanding shares, broker non-votes (if any), abstentions and unvoted shares will have the same effect as voting against the proposal.

Proposal No. 4: Transaction Proposal. Provided a quorum is present, the affirmative vote of a majority of the votes cast in person or by proxy is required for the approval of the Transaction Proposal. Broker non-votes (if any) and abstentions will be counted for purposes of determining whether there is a quorum but will have no effect on the outcome of the proposal. Unvoted shares will have no effect on the outcome of the proposal.

Proposal No. 5: Equity Incentive Plan Amendment. Provided a quorum is present, the affirmative vote of a majority of the votes cast in person or by proxy is required for the approval of the Equity Incentive Plan Amendment. Broker non-votes (if any) and abstentions will be counted for purposes of determining whether there is a quorum but will have no effect on the outcome of the vote on the proposal. Unvoted shares will have no effect on the outcome of the proposal.

Proposal No. 6: Adjournment. Provided a quorum is present, the affirmative vote of a majority of the votes cast in person or by proxy is required for the approval of the adjournment of the special meeting, if necessary or appropriate, to solicit additional votes and proxies if there are insufficient votes at the time of the special meeting to approve the foregoing proposals. Accordingly, if a quorum is present, broker non-votes (if any) and abstentions will be counted for purposes of determining whether there is a quorum but will have no effect on the outcome of the vote on the proposal. Unvoted shares will have no effect on the outcome of the proposal.

If a quorum is not present, however, the affirmative vote of a majority of the shares present in person or by proxy, and entitled to vote, is required for the approval of the adjournment of the special meeting, if necessary or appropriate, to solicit additional votes and proxies if there are insufficient votes at the time of the special meeting to approve the foregoing proposals. Accordingly, if a quorum is not present, broker non-votes (if any) and abstentions will have the same effect as voting against the proposal. Unvoted shares will have no effect on the outcome of the proposal.

Q: What is a broker non-vote ?

A: Brokers holding shares of our common stock for beneficial owners have the authority to vote on certain routine matters, in their discretion, in the event they have not received instructions from the beneficial owners. However, when a proposal is not a routine matter and a broker has not received voting instructions from the beneficial owner of the shares with respect to that proposal, the broker may not vote the shares for that proposal. A broker non-vote occurs when a broker holding shares for a beneficial owner signs and returns a proxy with respect to those shares of stock held in a fiduciary capacity, but does not vote on a particular matter because the broker does not have discretionary voting power with respect to that matter and has not received instructions from the beneficial owner.

None of the proposals included in this proxy statement is considered a routine matter. Accordingly, if you do not provide voting instructions to your broker with respect to a proposal, the broker may not exercise discretion and is prohibited from giving a proxy to vote your shares with respect to such proposal. Shares reflected as broker non-votes

will be counted for purposes of determining whether there is a quorum at the special meeting. Assuming a quorum is present, broker non-votes (if any) will have no effect on the proposals to approve the Stock Issuance, the Equity Incentive Plan Amendment, the Transaction Proposal and the adjournment of the special meeting, but will have the same effect as votes against the proposals to approve the Authorized Common Stock Charter Amendment and the Authorized Preferred Stock Charter Amendment.

Q: Who will solicit and pay the cost of soliciting proxies from NeoGenomics stockholders?

A: This solicitation is made on behalf of the Board, and we will pay the costs of solicitation. Copies of solicitation materials will be furnished to banks, brokerage firms and other custodians, nominees and

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fiduciaries holding shares in their names that are beneficially owned by others so that they may forward the solicitation material to such beneficial owners upon request. We will reimburse banks, brokerage firms and other custodians, nominees and fiduciaries for reasonable expenses incurred by them in sending proxy materials to our stockholders. In addition to the solicitation of proxies by mail, our directors, officers and employees may solicit proxies by telephone, facsimile or personal interview. No additional compensation will be paid to these individuals for any such services. We have engaged Alliance Advisors, LLC to assist in the solicitation of proxies for the special meeting and will pay Alliance Advisors, LLC a fee of $8,500, plus reimbursement of out-of-pocket expenses.

Q: Where can I obtain copies of these proxy materials?

A: You can obtain copies of these proxy materials, free of charge, from us at our website, *www.neogenomics.com*, or by requesting copies in writing or by e-mail at: NeoGenomics, Inc., 12701 Commonwealth Drive, Suite 9, Fort Myers, Florida 339131, Attention: Fred Weidig, Corporate Secretary. You may also request additional copies from our proxy solicitor, Alliance Advisors, LLC, at: 200 Broadacres Drive, 3rd Fl., Bloomfield, NJ 07003. If you would like to request any documents, please do so by , 2015 in order to receive them before the special meeting.

Q: When is this proxy statement being mailed?

A: This proxy statement is first being mailed to stockholders of record on or about , 2015.

Q: What do I need to do now?

A: Please read this proxy statement carefully and vote either in person by attending the special meeting or by proxy. To vote by proxy, you may vote your shares via a toll-free telephone number, over the Internet, or by marking, signing and dating your proxy card and returning it to us in the envelope provided. If you vote by proxy, the proxy will instruct the persons named in the proxy to vote your shares of our common stock at the special meeting as you direct. If you submit a proxy that does not indicate how you wish to vote, the proxy will be voted **FOR** each proposal. We encourage you to vote your shares of common stock as soon as possible so that your shares may be represented at the special meeting.

Q: Who can help answer my questions?

A: If you have any questions about the matters described in this proxy statement, or if you need additional copies of this proxy statement or the enclosed proxy card, you should contact Alliance Advisors, LLC, our proxy solicitor, by telephone at (855) 325-6670 (toll-free) or via email at evote@viewproxy.com.

Q: Where can I find more information about NeoGenomics?

A: You can find more information about us from the documents that we have filed with the SEC described in the section entitled *Where You Can Find More Information* beginning on page 162.

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SPECIAL NOTE CONCERNING FORWARD-LOOKING STATEMENTS

The information in this proxy statement and the documents incorporated by reference into this proxy statement contain forward-looking statements and information within the meaning of Section 27A of the Securities Act and Section 21E of the Securities Exchange Act of 1934, as amended (the Exchange Act), which are subject to the safe harbor created by those sections. These forward-looking statements include, but are not limited to, statements regarding potential acquisitions, including the planned acquisition of Clarient; statements regarding expected synergies and benefits of the planned acquisition of Clarient; expectations about future business plans, prospective performance and opportunities; statements regarding regulatory approvals; statements regarding the expected timing of the completion of the planned acquisition of Clarient; and statements about our strategies. The words anticipates, believes, estimates, expects, intends, may, plans, projects, will, would and similar expressions are in forward-looking statements, although not all forward-looking statements contain these identifying words. We may not actually achieve the plans, intentions or expectations disclosed in our forward-looking statements and you should not place undue reliance on our forward-looking statements. These forward-looking statements involve known and unknown risks and uncertainties that could cause our actual results, performance or achievements to differ materially from those expressed or implied by the forward-looking statements, including the following risks and uncertainties:

- the occurrence of any event, change or other circumstances that could give rise to the termination of the transaction agreements;
- risks related to the financing necessary to complete the Transaction and the additional indebtedness incurred;
- the risk that the necessary stockholder approval may not be obtained;
- the risk that the necessary regulatory approvals may not be obtained or may be obtained subject to conditions that are not anticipated;
- the risk that the proposed Transaction will not be consummated in a timely manner;
- risks that any of the closing conditions to the proposed Transaction may not be satisfied or may not be satisfied in a timely manner;
- risks related to disruption of management time from ongoing business operations due to the proposed Transaction;
- risks related to Clarient s internal control structure;

risks related to the addition of a significant stockholder and changes to the composition of our board of directors following the proposed Transaction;

failure to realize the benefits expected from the proposed Transaction;

failure to promptly and effectively integrate the acquisition;

the effect of the announcement of the proposed Transaction on our ability and that of Clarient to retain customers and retain and hire key personnel, maintain relationships with strategic partners, and on their operating results and businesses generally; and

the matters set forth under *Risk Factors* beginning on page 29.

Additional factors that could affect these forward-looking statements are discussed in our filings with the SEC, including without limitation, information under the captions *Management s Discussion and Analysis of Financial Condition and Results of Operations* and *Risk Factors* . See the section entitled *Where You Can Find More Information* beginning on page 162 for more information about the documents incorporated by reference into this proxy statement.

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Readers are cautioned not to place undue reliance on these forward-looking statements, which reflect our management s beliefs and assumptions only as of the date hereof. Any such forward-looking statements are not guarantees of future performance or results and involve risks and uncertainties that may cause actual performance and results to differ materially from those predicted. Except as required by law, we assume no obligation to update these forward-looking statements publicly, or to update the reasons actual results could differ materially from those anticipated in these forward-looking statements, even if new information becomes available in the future.

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RISK FACTORS

In addition to the other information included in or incorporated by reference into this proxy statement, you should carefully consider the material risks described below in deciding whether to vote for approval of the proposals presented at the special meeting. Additional risks and uncertainties not presently known to us or that we currently believe not to be material may also adversely affect us following the Transaction. For additional risks related to us, please see our Annual Report on Form 10-K filed with the SEC on March 3, 2015, as amended on April 30, 2015, which is incorporated by reference herein. If any of these risks or uncertainties actually occurs, our business, financial condition or operating results could be materially harmed. In that case, the trading price of our common stock could decline or we may be forced to cease operations.

Failure to complete the Transaction could negatively impact our business, financial condition, results of operations or stock prices.

Completion of the Transaction is conditioned upon the satisfaction of certain closing conditions, including stockholder approval of the Stock Issuance, the Authorized Common Stock Charter Amendment, the Authorized Preferred Stock Charter Amendment and the Transaction Proposal. The required conditions to closing may not be satisfied in a timely manner, if at all, or, if permissible, waived. If the Transaction is not completed for these or any other reasons, our ongoing business may be adversely affected and will be subject to a number of risks and consequences, including the following:

- we may be required, under certain circumstances, to pay GE Medical a termination fee of up to $15.0 million pursuant to the terms of the Purchase Agreement, as more fully described under *The Stock Purchase Agreement Termination Fees* beginning on page 81;

- we must pay the substantial fees and expenses we incurred related to the Transaction, such as legal, accounting, consulting, financing, printing and synergy planning fees and expenses, even if the Transaction is not completed;

- matters relating to the Transaction may require substantial commitments of time and resources by our management, which could otherwise have been devoted to other opportunities that may have been beneficial to us;

- the market price of our common stock may decline to the extent that the current market price reflects a market assumption that the Transaction will be completed;

- we may experience negative reactions to the termination of the Transaction from customers, business partners, lenders and employees; and

- we would not realize any of the anticipated benefits of having completed the Transaction.

Furthermore, any delay in the completion of the Transaction, or any uncertainty about its completion, could have a material adverse effect on our business, financial condition, results of operations and cash flows.

We may be unable to obtain the financing necessary to complete the Transaction.

The obligations of the lenders under the Credit Facilities to provide the financing for the Transaction will be subject to a number of conditions, which may not be achieved. These conditions include (i) the consummation of the Transaction on the terms and conditions set forth in the Purchase Agreement, (ii) the absence of a material adverse effect with respect to NeoGenomics and Clarient, (iii) a consolidated total funded leverage multiple of NeoGenomics, after giving pro forma effect to completion of the Transaction, of not more than 3.75 times pro forma adjusted EBITDA for the trailing twelve month period as of the closing date, and (iv) the administrative agent under each Credit Facility having a perfected lien and security interest on our assets. If any of the conditions are not satisfied and we fail to receive the financing under the Credit Facilities, we may be unable to complete the Transaction.

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We will incur substantial additional indebtedness in connection with the Transaction.

We expect to incur $65.0 million of additional indebtedness under the Credit Facilities in order to pay the cash consideration and related fees and expenses in connection with the Transaction. Following the Transaction, we will also have $15.0 million of available borrowing capacity under the Revolving Credit Facility. As a result, following the Transaction we will have indebtedness that is substantially greater than our indebtedness prior to the Transaction. This higher level of indebtedness may:

- require us to dedicate a greater percentage of our cash flows to payments on our debt, thereby reducing the availability of cash flow to fund capital expenditures, pursue other acquisitions or investments in new technologies, make stock repurchases and for general corporate purposes;
- increase our vulnerability to general adverse economic conditions, including increases in interest rates as the borrowings bear interest at variable rates or if such indebtedness is refinanced at a time when interest rates are higher; and
- limit our flexibility in planning for, or reacting to, changes in or challenges relating to our businesses and industry, creating competitive disadvantages compared to other competitors with lower debt levels and borrowing costs.

We cannot assure you that cash flows, combined with additional borrowings under any future credit facility, will be available in an amount sufficient to enable us to repay our indebtedness, or to fund other liquidity needs.

In addition, we may incur substantial additional indebtedness in the future, which could cause the related risks to intensify. We may need to refinance all or a portion of our indebtedness on or before their respective maturities. We cannot assure you that we will be able to refinance any of our indebtedness on commercially reasonable terms or at all. If we are unable to refinance our debt, we may default under the terms of our indebtedness, which could lead to an acceleration of the debt. We do not expect that we could repay all of our outstanding indebtedness if the repayment of such indebtedness was accelerated.

In addition, for so long as any shares of our Series A Preferred Stock remain outstanding, in the event that we issue any other shares of capital stock or any unsecured debt securities for cash, we are required to apply at least 50% of the net cash proceeds to redeem shares of Series A Preferred Stock at the conversion price of $7.50 per share, subject to adjustments. See *Series A Preferred Stock Redemption at Option of the Holder Upon Future Capital Raise.* As a result, our ability to repay our outstanding indebtedness will be constrained by the fact that we will only receive half of the net cash proceeds from certain capital raising activities for as long as any of our Series A Preferred Stock remains outstanding.

While the Transaction is pending, we will be subject to contractual limitations that could adversely affect our business.

The Purchase Agreement restricts us from taking certain specified actions while the Transaction is pending without GE Medical s consent. These restrictions may prevent us from pursuing otherwise attractive business opportunities and making other changes to our business prior to closing of the Transaction or termination of the Purchase Agreement. See *The Stock Purchase Agreement Interim Covenants* beginning on page 73.

The Transaction may result in a loss of customers and strategic alliances.

As a result of the Transaction, some of our customers or strategic partners or those of Clarient may terminate their respective business relationships with us following the Transaction. In addition, potential customers or strategic partners may delay entering into, or decide not to enter into, a business relationship with us because of the Transaction. If customers or strategic alliances are adversely affected by the Transaction, our business and financial performance following the Transaction would suffer.

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Uncertainties associated with the Transaction may cause a loss of management personnel and other key employees which could adversely affect our future business and operations following the Transaction.

NeoGenomics and Clarient are dependent on the experience and industry knowledge of our respective officers, contracted pathologists and other key employees to execute our business plans. Our success after the Transaction will depend in part upon our ability to retain key management personnel and other key employees, including contracted ones. NeoGenomics and Clarient s current and prospective employees may experience uncertainty about their roles within NeoGenomics or other concerns regarding our operations following the Transaction, any of which may have an adverse effect on our ability to attract or retain key management and other key personnel. Accordingly, no assurance can be given that we will be able to attract or retain key management personnel and other key employees until the Transaction is completed or following the Transaction to the same extent that we have previously been able to attract or retain such employees.

The Transaction is subject to a number of conditions, including the absence of certain legal or regulatory actions and the expiration or termination of any waiting or notice period under applicable antitrust laws. Any imposition of conditions to completion of the Transaction by a legal or regulatory authority could impair our ability to complete the Transaction on a timely basis, result in abandonment of the Transaction or otherwise have a material adverse effect on us.

Completion of the Transaction is conditioned upon, among other matters, the absence of certain legal or regulatory actions and the receipt of certain governmental authorizations, consents, orders, clearances or other approvals. Notwithstanding termination of the waiting period under the Hart-Scott-Rodino Act, at any time before the closing of the Transaction, the U.S. Department of Justice, the U.S. Federal Trade Commission or others could take action under the antitrust laws with respect to the Transaction, including seeking to enjoin the completion of the Transaction or to require the divestiture of certain of our assets or those of Clarient. There can be no assurance that a challenge to the Transaction on antitrust grounds will not be made or, if such a challenge is made, that it would not be successful. Any imposition of conditions to completion of the Transaction by a legal or regulatory authority could impair our ability to complete the Transaction on a timely basis, result in abandonment of the Transaction or otherwise have a material adverse effect on us. In addition, if we were to proceed with the Transaction despite the imposition of regulatory conditions or restrictions, our business, financial condition, results of operations, cash flows and the price of our common stock following completion of the Transaction could be adversely affected.

Our right to recover for certain breaches of the covenants, agreements, representations and warranties made by GE Medical in the Purchase Agreement are limited.

Pursuant to the Purchase Agreement, all covenants, agreements, representations and warranties made by the parties in the Purchase Agreement will survive for a period of 15 months following the closing of the Transaction, subject to certain exceptions for the fundamental representations. Subject to the terms, conditions and limitations set forth in the Purchase Agreement, GE Medical will indemnify us against any losses that are suffered or incurred by us resulting from or arising out of a breach of GE Medical s representations or warranties or covenants contained in the Purchase Agreement. However, other than instances of fraud and breaches of certain fundamental representations, GE Medical will not be liable for any losses unless and until the aggregate amount of losses that are suffered or incurred by us exceed $2.0 million, and then only for losses incurred by us that are in excess of this amount, subject to a limit on GE Medical s maximum aggregate liability for breaches of representations other than certain fundamental representations of $50.0 million. If we incur any material losses for which GE Medical will not provide indemnification, or if our losses are in excess of GE Medical s maximum aggregate liability, our financial condition could be materially and adversely affected. See *The Stock Purchase Agreement Limitations on Indemnification* for additional information.

We also have agreed to indemnify GE Medical for any breaches of our representations, warranties or covenants contained in the Purchase Agreement, subject to similar deductibles and limitations, including the maximum aggregate liability for breaches of representations other than certain fundamental representations of

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$50.0 million. If we are required to indemnify GE Medical for a material amount pursuant to the Purchase Agreement, our financial condition could be materially and adversely affected.

For more information, see *The Stock Purchase Agreement Limitations on Indemnification* beginning on page 83.

Any delay in completing the Transaction may reduce or eliminate the benefits expected to be achieved thereunder.

In addition to the required regulatory approvals and clearances, the Transaction is subject to a number of other conditions beyond our control that may prevent, delay or otherwise materially adversely affect its completion. We cannot predict whether and when these other conditions will be satisfied.

Furthermore, the requirements for obtaining the required clearances and approvals could delay the completion of the Transaction for a significant period of time or prevent it from occurring. Any delay in completing the Transaction could cause us not to realize some or all of the synergies and other benefits that we expect to achieve if the Transaction is successfully completed within its expected time frame. A delay could also increase the likelihood of customer and employee attrition prior to the Transaction being closed.

The anticipated benefits of the Transaction may not be realized, which may adversely affect the value of our common stock.

To be successful after the Transaction, we will need to combine and integrate our operations with those of Clarient. Integration will require substantial management attention and could detract attention from the day-to-day business of the combined company. We could encounter difficulties in the integration process, such as difficulties offering products and services across our expanded portfolio, the need to revisit assumptions about reserves, revenues, capital expenditures and operating costs, including synergies, the loss of key employees or customers or the need to address unanticipated liabilities. In addition, we cannot be assured that all of the goals and anticipated benefits of the Transaction will be achievable, particularly as the achievement of the benefits are in many important respects subject to factors that we do not control. These factors would include such things as the reactions of third parties with whom we enter into contracts and do business and the reactions of investors and analysts.

If we cannot integrate our business and that of Clarient successfully, we may fail to realize the expected benefits of the Transaction. We could also encounter additional transaction and integration costs, may fail to realize all of the benefits anticipated in the Transaction or be subject to other factors that affect preliminary estimates. Any of these factors could cause a decrease in our cash earnings per share or decrease and contribute to a decrease in the price of our common stock.

We expect to incur substantial expenses related to the Transaction and the integration of Clarient with our business.

We expect to incur a number of non-recurring costs in connection with the transaction, including financing costs and legal, banking, accounting and other professional fees. We also expect to incur integration costs associated with combining the companies and the achievement of synergies, which may be material. We are in the process of assessing such costs. There are many factors beyond our control that could affect the total amount or the timing of our transaction and integration expenses. Moreover, many of the expenses that will be incurred are, by their nature, difficult to estimate accurately. To the extent our transaction expenses are higher than anticipated or our integration costs are material, our business, financial condition, results of operations, and cash flows could be materially adversely affected.

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We may be unable to make, on a timely basis, necessary changes to our internal control structure resulting from the Transaction.

Following completion of the Transaction, Clarient will be included in our reporting under the Exchange Act. Under the Sarbanes-Oxley Act of 2002, we must maintain effective disclosure controls and procedures and internal control over financial reporting. Clarient s internal control structure was previously assessed with regard to the broader environment of GE and was not subject to a stand-alone review for compliance within the requirements of the Sarbanes-Oxley Act. We will migrate Clarient s operations to our system of internal controls subsequent to the closing of the Transaction. Therefore, we may face difficulties or experience delays in developing changes or potentially necessary improvements to Clarient s internal controls and accounting systems in order to ensure compliance with the requirements of the Sarbanes-Oxley Act. We may need to commit substantial resources, including substantial time from existing accounting personnel and from external consultants, to implement additional procedures and improved controls. This in turn could have an adverse effect on our business, results of operations, or financial condition, harm our reputation, or otherwise cause a decline in investor confidence and our stock price.

We may be unable to integrate Clarient s business with our own successfully. The Clarient business operates in a manner different from our own.

The Transaction involves the combination of two companies that currently operate as independent companies. Following the Transaction, we will be required to devote significant management attention and resources to integrating Clarient s business practices and operations with our own. Potential difficulties we may encounter as part of the integration process include the following:

- the potential inability to successfully combine Clarient s business with our own in a manner that permits us to achieve the cost synergies expected to be achieved when expected, or at all, and other benefits anticipated to result from the Transaction;

- challenges optimizing the customer information and technology of the two companies, including the goal of consolidating to one laboratory information system and one billing system;

- challenges effectuating the diversification strategy, including challenges achieving revenue growth from sales of each company s products and services to the customers of the other company;

- complexities associated with managing the combined businesses, including difficulty addressing possible differences in corporate cultures and management philosophies and the challenge of integrating complex systems, technology, networks and other assets of each of the companies in a seamless manner that minimizes any adverse impact on customers, suppliers, employees and other constituencies;

- the potential disruption of, or the loss of momentum in, each company s ongoing businesses before the completion of the Transaction;

costs and challenges related to the integration of Clarient s internal controls over financial reporting with ours; and

potential unknown liabilities and unforeseen increased expenses or delays associated with the Transaction.

In addition, Clarient s business is operated in a manner different from the manner in which we operate our business, particularly with regard to digital pathology, immunohistochemistry, clinical trials and more professional component pathology work. We have limited experience managing operations similar to those of Clarient and the loss of Clarient management personnel and key employees could have an adverse effect on our ability to integrate and operate the Clarient business. We and Clarient have operated and, until the completion of the Transaction, will continue to operate independently. It is possible that the integration process could result in diversion of the attention of each company s management which could adversely affect each company s ability

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to maintain relationships with customers, suppliers, employees and other constituencies or our ability to achieve the anticipated benefits of the Transaction, or could reduce each company s earnings or otherwise adversely affect our business and financial results following the Transaction.

The Transaction will result in changes to our Board that may influence our strategy and operations after the closing as compared to our strategy and operations prior to the Transaction.

If we complete the Transaction, the composition of our Board will change. In connection with the Transaction, the authorized number of directors on the Board was increased from eight to ten directors, with one of the vacancies created by such increase to be filled by a director selected for appointment to the Board by GE Medical pursuant to the Investor Rights Agreement. In addition, while we have no current plans to appoint an additional director to fill the remaining vacancy, we may do so at any time. It is possible that the addition of new directors may influence our business strategy and operating decisions following completion of the Transaction.

If the market price of our common stock increases prior to the completion of the Transaction, the market value of the our shares will increase correspondingly and, therefore, the fair value of the purchase price for Clarient will increase correspondingly.

The number of shares of our common stock to be issued in connection with the Transaction will not be adjusted in the event of any increase or decrease in the market price of our common stock before the closing of the Transaction. As a result, the market value of our shares, as reflected in the market price of our common stock, may be substantially higher at the time of the closing of the Transaction than the market value at the time our Board approved the Transaction and the Purchase Agreement. The market price of our common stock may fluctuate due to, among other things, changes in our business, operations or prospects, market assessments of the likelihood of completion of the Transaction, the timing of the completion of the Transaction, investors views of the prospects for the combined entity, general market and economic conditions and other factors.

Current stockholders will have reduced ownership and voting interests after the Transaction.

We will issue to GE Medical 15.0 million shares of our common stock and 14,666,667 Series A Preferred Stock as consideration in the Transaction. The NEO Common Shares would represent 19.8% of our post-closing issued and outstanding shares of common stock based on the number of our outstanding shares as of October 15, 2015. In addition, the NEO Preferred Shares will, in addition to their rights to vote separately on certain matters, vote with shares of our common stock as a single class on an as converted basis. Accordingly, if we issue all of the NEO Preferred Shares at the closing of the Transaction, the NEO Shares issued to GE Medical will represent 32.9% of our total voting power upon closing of the Transaction, with our current stockholders owning the remaining 67.1% of the total voting power. As a result, the ownership and voting interests in us of our current stockholders will be significantly reduced immediately following the Transaction, and may be further reduced upon the conversion of shares of Series A Preferred Stock (including any additional shares of Series A Preferred Stock issued as PIK Dividends) into common stock if such preferred stock is not first redeemed. This reduction in ownership and voting interests will decrease the ability of our current stockholders to influence the election of directors and other matters. In addition, our current stockholders may experience dilution in their interest in our earnings per share.

After the third anniversary of the closing of the Transaction, holders of the Series A Preferred Stock will be permitted, under certain circumstances, to convert such shares into shares of common stock. Any such conversion will further dilute the ownership interests of our stockholders. See *Description of Capital Stock Preferred Stock Series A Preferred Stock* .

The increase in our authorized capital stock as part of the Transaction will enable our Board to issue common stock without further stockholder approval and issue preferred stock with rights that may have an adverse effect on our common stockholders.

In order to issue the shares of common stock and the Series A Preferred Stock as consideration in the Transaction, we are seeking the approval of our stockholders to, among other things, amend our Articles of

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Incorporation to (a) increase our authorized shares of common stock by 150.0 million shares to an aggregate of 250.0 million authorized shares of common stock and (b) increase our authorized shares of preferred stock by 40.0 million shares to an aggregate of 50.0 million shares of undesignated preferred stock, of which 14,666,667 shares will be designated Series A Preferred Stock and issued to GE Medical upon the closing of the Transaction and up to 10,775,454 shares may be designated Series A Preferred Stock if required to be issued as PIK Dividends.

The increases in our authorized shares of common stock and our preferred stock exceed the amount necessary for purposes of the Transaction. We may issue the additional shares of common stock, or securities convertible into shares of our common stock, following the completion of the Transaction, without further stockholder approval, subject to certain limitations imposed by NASDAQ. Any such issuances could be dilutive to our stockholders and could cause the price of our common stock to decline. In addition, the Board will have the authority, without further action by the holders of common stock, to issue the remaining shares of undesignated preferred stock in one or more series with rights and preferences designated from time to time by the Board. The Board may authorize the issuance of such preferred stock with voting or conversion rights that could adversely affect the voting power or other rights of the holders of the common stock. Furthermore, the existence of the authorized but unissued shares of preferred stock will enable the Board to render more difficult or to discourage a change of control of our company or changes in our management that our stockholders may deem advantageous.

GE Medical will have significant influence over us and actions requiring general stockholder approval.

Assuming the issuance of all of the NEO Shares, GE Medical will own approximately 32.9% of our total voting power immediately following the closing of the Transaction based on the number of shares of common stock outstanding as of October 15, 2015. This percentage may increase upon the conversion of shares of Series A Preferred Stock (including any additional shares of Series A Preferred Stock issued as PIK Dividends) into common stock if such preferred stock is not first redeemed. In connection with the Transaction, GE Medical will have the right to designate one director on our Board. In addition, the Investor Rights Agreement we will enter into with GE Medical at the closing of the Transaction will contain certain rights in favor of GE Medical, including requiring GE Medical s approval before we can further increase the size of our Board and providing GE Medical with the right to participate in future rights offerings to our current stockholders as if the NEO Preferred Shares had been converted into shares of common stock. The terms of the Series A Preferred Stock to be issued to GE Medical will provide that, without GE Medical s consent, we may not, among other things, repurchase outstanding shares of our common stock, or engage in certain other transactions. See *Description of Capital Stock Preferred Stock Series A Preferred Stock* beginning on page 97 for a discussion of the rights and preferences of the Series A Preferred Stock.

As a result, GE Medical will have significant influence over matters requiring stockholder approval, including future amendments to our Amended and Restated Articles of Incorporation or other significant or extraordinary transactions. GE Medical s interests may differ from the interests of our other stockholders with respect to certain matters.

In addition, having GE Medical as a significant stockholder may have the effect of making it more difficult for a third party to acquire, or of discouraging a third party from seeking to acquire, a majority of our outstanding shares of common stock or control of the Board through a proxy solicitation.

Future sales of our common stock by GE Medical following the closing of the Transaction, or the perception that such sales may occur, could cause our stock price to decline.

The shares of common stock we issue to GE Medical as consideration in the Transaction are restricted, but GE Medical may sell such shares following the Transaction under certain circumstances. Concurrent with the closing of the Transaction, we and GE Medical will enter into the Investor Rights Agreement, which will limit GE Medical s

ability to sell its shares of our common stock for the specified lockup period, subject to volume limitations under Rule 144 under the Securities Act and other exceptions. We will also at the time of closing of the Transaction enter into a Registration Rights Agreement with GE Medical pursuant to which we are to file, upon expiration of the lockup period, a registration statement for the resale of common stock by GE Medical,

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which registration statement when declared effective will allow GE Medical to sell a significant number of shares of our common stock in a short period of time. The sale of a substantial number of shares of our common stock by GE Medical or our other stockholders or the perception that such sales may occur could cause our stock price to decline, make it more difficult for us to raise funds through future offerings of our common stock or acquire other businesses using our common stock as consideration.

Our future results will suffer if we do not effectively manage our expanded operations following the Transaction.

The Transaction is expected to result in a combined company with annual revenues in excess of $225.0 million. Our future success depends, in part, upon our ability to manage this expanded business, which will pose substantial challenges for management, including challenges related to the management and monitoring of new operations and associated increased costs and complexity. There can be no assurances that we will be successful following the Transaction.

Our future results following the Transaction may differ materially from the unaudited pro forma financial information included in this proxy statement.

The unaudited pro forma combined financial information contained in this proxy statement is presented for purposes of presenting our historical financial statements with Clarient s historical combined carve-out financial statements as adjusted to give effect to the Transaction, and is not necessarily indicative of the financial condition or results of operations of the combined companies following the Transaction. The unaudited pro forma combined financial information reflects adjustments, which are based upon preliminary estimates, to allocate the purchase price to Clarient s acquired assets and liabilities. The purchase price allocation reflected in this proxy statement is preliminary, and final allocation of the purchase price will be based upon the fair value of the assets and liabilities of Clarient as of the date of the completion of the Transaction. Such final purchase price allocations may also change since we are issuing shares of our commons stock in connection with the Transaction, and the market value of such shares at the closing of the Transaction may vary from the market value used in such preliminary purchase price allocations. In addition, the assumptions used in preparing the pro forma financial information may not prove to be accurate, and other factors may affect our financial condition and results of operations following the Transaction. Any change in our financial condition or results of operations may adversely affect the price of our common stock.

Clarient may have liabilities that are not known, probable or estimable at this time.

As a result of the Transaction, Clarient will become an indirect wholly owned subsidiary of ours, and we will effectively assume all of its past liabilities, whether or not asserted. There could be unasserted claims or assessments that we failed or were unable to discover or identify in the course of performing due diligence investigations of Clarient. In addition, there may be liabilities that are neither probable nor estimable at this time which may become probable and estimable in the future. We may learn additional information about Clarient that adversely affects us, such as unknown, unasserted or contingent liabilities and issues relating to compliance with applicable laws, including federal healthcare laws. For example, Clarient from time to time receives payments from the U.S. government. If the U.S. government were to assert that Clarient were not entitled to receive such payments in the amount provided, or at all, in light of applicable billing guidance, the government could impose fines and penalties, in addition to recovery of the overpayments, under federal healthcare laws. Any of the foregoing, individually or in the aggregate, could have a material adverse effect on our business.

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SPECIAL MEETING OF NEOGENOMICS STOCKHOLDERS

We are furnishing this proxy statement to our stockholders as part of the solicitation of proxies by the Board for use at the special meeting of NeoGenomics stockholders to be held on , 2015, and at any adjournment or postponement thereof. This proxy statement is first being mailed to stockholders of record on or about , 2015.

Date, Time and Place

The special meeting of NeoGenomics stockholders will be held on , 2015 at a.m. local time, at the Hyatt Regency Coconut Point Resort located at 5001 Coconut Road, Bonita Springs, Florida 34134.

Purpose of the Special Meeting

At the special meeting, NeoGenomics stockholders will be asked to approve:

- the Stock Issuance;
- the Authorized Common Stock Charter Amendment;
- the Authorized Preferred Stock Charter Amendment;
- the Transaction Proposal;
- the Equity Incentive Plan Amendment; and
- the adjournment of the special meeting, if necessary or appropriate, to solicit additional votes and proxies if there are insufficient votes at the time of the special meeting to approve the foregoing proposals.

Stockholder approval of the Stock Issuance, the Authorized Common Stock Charter Amendment, the Authorized Preferred Stock Charter Amendment and the Transaction Proposal is a condition to closing the Transaction pursuant to the Purchase Agreement.

Under our bylaws, the business to be conducted at the special meeting will be limited to the purposes stated in the notice to stockholders provided with this proxy statement, except that each of the Board, the Chairman of the Board and our chief executive officer has the authority to submit additional matters to the stockholders.

Voting; Quorum

Only stockholders of record at the close of business on , 2015 are entitled to notice of, and to vote at, the special meeting and any adjournment or postponement thereof. Such stockholders are entitled to one vote on each matter submitted to stockholders at the special meeting for each share of our common stock held as of the Record

Date. At the close of business on the Record Date, there were shares of our common stock issued and outstanding, and entitled to be voted at the special meeting, held by holders of record. The presence at the special meeting, in person or by proxy, of the holders of a majority of the shares of our common stock issued and outstanding as of Record Date will constitute a quorum.

All votes will be tabulated by the inspector of election appointed for the special meeting, who will separately tabulate affirmative and negative votes, abstentions and broker non-votes. A broker non-vote occurs when a broker holding shares for a beneficial owner signs and returns a proxy with respect to those shares of stock held in a fiduciary capacity but does not vote on a particular matter because such broker does not have discretionary voting power with respect to that matter and has not received voting instructions from the beneficial owner. See *Voting Procedure Beneficial Owners of Shares Held in Street Name* below. Abstentions and broker non-votes are counted as present for purposes of determining whether there is a quorum for the transaction of business. Assuming a quorum is present, broker non-votes (if any) will have no effect on the

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proposals relating to the Stock Issuance, the Equity Incentive Plan Amendment, the Transaction Proposal or the adjournment of the special meeting, but will have the same effect as votes against the proposals relating to the Authorized Common Stock Charter Amendment and the Authorized Preferred Stock Charter Amendment.

The following are the voting requirements for each proposal:

Proposal No. 1: Stock Issuance. Provided a quorum is present, the affirmative vote of a majority of the votes cast in person or by proxy is required for the approval of the Stock Issuance. Broker non-votes (if any) and abstentions will be counted for purposes of determining whether there is a quorum but will have no effect on the outcome of this proposal. Unvoted shares will have no effect on the outcome of this proposal.

Proposal No. 2: Authorized Common Stock Charter Amendment. Provided a quorum is present, the affirmative vote of a majority of the outstanding shares of common stock is required for the approval of the Authorized Common Stock Charter Amendment. Since this proposal must be approved by a majority of the outstanding shares of common stock, broker non-votes (if any), abstentions and unvoted shares will have the same effect as voting against this proposal.

Proposal No. 3: Authorized Preferred Stock Charter Amendment. Provided a quorum is present, the affirmative vote of a majority of the outstanding shares of common stock is required for the approval of the Authorized Preferred Stock Charter Amendment. Since this proposal must be approved by a majority of the outstanding shares of common stock, broker non-votes (if any), abstentions and unvoted shares will have the same effect as voting against this proposal.

Proposal No. 4: Transaction Proposal. Provided a quorum is present, the affirmative vote of a majority of the votes cast in person or by proxy is required for the approval of the Transaction Proposal. Broker non-votes (if any) and abstentions will be counted for purposes of determining whether there is a quorum but will have no effect on the outcome of the proposal. Unvoted shares will have no effect on the outcome of the proposal.

Proposal No. 5: Equity Incentive Plan Amendment. Provided a quorum is present, the affirmative vote of a majority of the votes cast in person or by proxy is required for the approval of the Equity Incentive Plan Amendment. Broker non-votes (if any) and abstentions will be counted for purposes of determining whether there is a quorum but will have no effect on the outcome of the vote on this proposal. Unvoted shares will have no effect on the outcome of this proposal.

Proposal No. 6: Adjournment. Provided a quorum is present, the affirmative vote of a majority of the votes cast in person or by proxy is required for the approval of the adjournment of the special meeting, if necessary or appropriate, to solicit additional proxies if there are insufficient votes at the time of the special meeting to approve the foregoing proposals. Accordingly, if a quorum is present, broker non-votes (if any) and abstentions will be counted for purposes of determining whether there is a quorum but will have no effect on the outcome of the vote on the proposal. Unvoted shares will have no effect on the outcome of the proposal.

If a quorum is not present, however, the affirmative vote of a majority of the shares present in person or by proxy, and entitled to vote, is required for the approval of the adjournment of the special meeting, if necessary or appropriate, to solicit additional proxies if there are insufficient votes at the time of the special meeting to approve the foregoing proposals. Accordingly, if a quorum is not present, broker non-votes (if any) and abstentions will have the same effect as voting against the proposal. Unvoted shares will have no effect on the outcome of the proposal.

Voting Procedure

Stockholders of Record. If your shares of our common stock are registered directly in your name with our transfer agent, Standard Registrar & Transfer Company, you are a stockholder of record. You may vote in person at the special meeting or by proxy. There are four ways stockholders of record can vote by proxy: (a) by telephone (by following the instructions on the proxy card); (b) via the Internet (by following the instructions on

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the proxy card); (c) by completing and returning the proxy card enclosed with these proxy materials prior to the special meeting; or (d) in person (by submitting a signed proxy card at the special meeting). Unless there are different instructions on the proxy card, all shares represented by valid proxies (and not revoked before they are voted) will be voted at the special meeting:

FOR the Stock Issuance;

FOR the Authorized Common Stock Charter Amendment;

FOR the Authorized Preferred Stock Charter Amendment;

FOR the Transaction Proposal;

FOR the Equity Incentive Plan Amendment; and

FOR the adjournment of the special meeting, if necessary or appropriate, to solicit additional proxies votes and if there are insufficient votes at the time of the special meeting to the foregoing proposals.

Beneficial Owners of Shares Held in Street Name. If your shares of our common stock are held in an account at a brokerage firm, bank, broker-dealer or other similar organization, then you are the beneficial owner of shares held in street name, and such organization forwarded to you this proxy statement. Beneficial owners of shares held in street name can vote by proxy by following the instructions on the voting instruction form. Beneficial owners of shares held in street name can vote by proxy, by telephone or by Internet (so long as telephone or Internet voting is made available by the organization holding your account). The organization holding your account is considered the stockholder of record for purposes of voting at the special meeting. If you do not provide such organization with specific voting instructions, under the rules of the various national and regional securities exchanges, the organization that holds your shares may generally vote on routine matters but cannot vote on non-routine matters. If such organization does not receive instructions from you on how to vote your shares on a non-routine matter, the organization will inform our inspector of election that it does not have the authority to vote on this matter with respect to your shares. This is generally referred to as a broker non-vote.

None of the proposals included in this proxy statement is considered a routine matter. Accordingly, if you do not provide voting instructions to your broker with respect to a proposal in this proxy statement, your broker may not exercise discretion and is prohibited from giving a proxy to vote your shares with respect to such proposal. Further effects of a broker non-vote are described under *Voting; Quorum* above.

YOUR VOTE IS IMPORTANT. PLEASE VOTE WHETHER OR NOT YOU PLAN TO ATTEND THE SPECIAL MEETING IN PERSON.

Even if you plan to attend the special meeting, we encourage you to read this proxy statement and the documents incorporated by reference into this proxy statement and submit your vote promptly so that your shares of common stock will be represented and voted in accordance with your instructions. Voting by

telephone, via the Internet or by mailing your proxy card will not prevent you from voting in person, but will ensure that your vote is counted, if, for whatever reason, you are unable to attend the special meeting.

You may revoke your proxy at any time before it is actually voted at the special meeting by:

- delivering written notice of revocation to NeoGenomics, Inc., 12701 Commonwealth Drive, Suite 9, Fort Myers, Florida 33913, Attention: Fred Weidig, Corporate Secretary;
- submitting a later dated proxy; or
- attending the special meeting and voting in person.

Your attendance at the special meeting will not, by itself, constitute a revocation of your proxy. You may also be represented by another person present at the special meeting by executing a form of proxy designating that person to act on your behalf.

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Shares may only be voted by or on behalf of the record holder of shares as indicated in our stock transfer records. If you are a beneficial owner of our shares, but those shares are held of record by another person such as a brokerage firm or bank, then you must provide voting instructions to the appropriate record holder so that such person can vote the shares. In the absence of such voting instructions from you, the record holder may not be entitled to vote those shares.

Adjournments and Postponement

Although it is not currently expected, the special meeting may be adjourned or postponed for the purpose of soliciting additional proxies. Any signed proxies we receive in which no voting instructions are provided on such matter will be voted FOR the adjournment proposal. Any adjournment or postponement of the special meeting for the purpose of soliciting additional proxies will allow stockholders who have already sent in their proxies to revoke them at any time prior to their use at the special meeting as adjourned or postponed.

Solicitation

This solicitation is made on behalf of the Board, and we will pay the costs of solicitation. Copies of solicitation materials will be furnished to banks, brokerage firms and other custodians, nominees and fiduciaries holding shares in their names that are beneficially owned by others so that they may forward the solicitation material to such beneficial owners upon request. We will reimburse banks, brokerage firms and other custodians, nominees and fiduciaries for reasonable expenses incurred by them in sending proxy materials to our stockholders. In addition to the solicitation of proxies by mail, our directors, officers and employees may solicit proxies by telephone, electronic mail, letter, facsimile or in person. No additional compensation will be paid to these individuals for any such services. We have engaged Alliance Advisors, LLC to assist in the solicitation of proxies for the special meeting and will pay Alliance Advisors, LLC a fee of approximately $8,500, plus reimbursement of out-of-pocket expenses.

Recommendation of the NeoGenomics Board of Directors

AFTER CAREFUL CONSIDERATION, THE BOARD UNANIMOUSLY RECOMMENDS THAT YOU VOTE FOR EACH OF THE PROPOSALS INCLUDED IN THIS PROXY STATEMENT.

Stockholder Proposals for 2016 Annual Meeting

To have a proposal intended to be presented at our 2016 Annual Meeting of Stockholders be considered for inclusion in the proxy statement and form of proxy relating to that meeting, a stockholder must deliver written notice of such proposal in writing to the Corporate Secretary at our corporate headquarters no later than December 31, 2015. Such proposal must also comply with the requirements as to form and substance established by the SEC for such a proposal to be included in the proxy statement. We reserve the right to reject, rule out of order or take other appropriate action with respect to any proposal that does not comply with these and other applicable requirements.

Assistance

If you need assistance in completing your proxy card or have suggestions regarding the special meeting, please contact Alliance Advisors, LLC, our proxy solicitor, by telephone at (855) 325-6670 (toll-free) or via email at evote@viewproxy.com.

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THE TRANSACTION

At the special meeting, our stockholders will be asked to consider and vote upon proposals to approve the Stock Issuance and the Transaction. Set forth below in this section, and in the section entitled The Stock Purchase Agreement beginning on page 70, is a discussion of the proposed Transaction, including a description of the terms and conditions of the Purchase Agreement. You should review these sections carefully in connection with your consideration of the proposals included in this proxy statement.

General Description of the Transaction

On October 20, 2015, NeoGenomics, NeoGenomics Laboratories and GE Medical entered into the Purchase Agreement.

Pursuant to the Purchase Agreement, NeoGenomics Laboratories, a wholly owned subsidiary of NeoGenomics, will acquire from GE Medical all of the issued and outstanding shares of common stock, par value $0.01 per share, of Clarient, Inc. for an aggregate purchase price of approximately $ million, based on the closing price of our common stock on , 2015, the date immediately preceding the mailing of this proxy statement. The purchase price consists of (1) $80.0 million in cash, (2) the NEO Common Shares, totaling 15.0 million shares of NeoGenomics common stock, and (3) the NEO Preferred Shares, totaling 14,666,667 shares of NeoGenomics Series A Preferred Stock. We have the right to increase the amount of the cash portion of the purchase price by up to $110.0 million by delivering notice to GE Medical not later than two business days prior to the closing date of the Transaction. Any such increase in the cash consideration will result in a corresponding reduction in the number of NEO Preferred Shares issued as consideration by an amount calculated by dividing the amount of any such increase in the cash consideration by $7.50, which is the per share conversion price of the NEO Preferred Shares. The cash portion of the purchase price to be paid at the closing of the Transaction will be adjusted to account for any increase in the cash portion of the purchase price as discussed above, estimated differences in working capital at the closing of the Transaction compared to the target working capital of $27.0 million, certain indebtedness of Clarient and cash and cash equivalents of Clarient.

Upon closing of the Transaction, Clarient will become a wholly owned subsidiary of NeoGenomics Laboratories. The Board believes that the Transaction will be beneficial because it is expected to result in the following anticipated benefits, among others:

- enhanced cancer diagnostic testing capabilities, combining the best products and services of each company into a single source of advanced cancer genetic testing services for the benefit of hospitals, community-based pathology practices and clinicians, and the patients they treat;
- greater capability of combined medical staff and research and development teams to continue to invest in innovation to create a sustainable leadership position in the rapidly evolving field of cancer genetics testing;
- greater capability with combined expertise, information systems and processes to compete in the high growth area of biopharmaceutical testing for the benefit of current and new biopharmaceutical customers;

broadened geographical access to clients for the benefit of managed care organizations, accountable care organizations and large health care delivery systems;

the ability to cross-sell products and services to each company s current customer base;

increased scale of laboratory operations, information technology, and medical staff to drive greater productivity and efficiencies to be a lowest cost provider, and to offer constantly improving service for the benefit of clients;

the ability to achieve significant cost synergies by applying best practices, eliminating duplicative processes, increasing volume of testing and reducing high fixed-cost infrastructure;

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increased ability to optimize administrative, regulatory and compliance resources to meet the increasing demands on laboratories by regulatory organizations; and

greater size, with annual pro forma revenues of approximately $225.0 million and estimated Adjusted EBITDA of between $33.0 and $38.0 million, and higher market capitalization.

In addition, we believe that, given the favorable strategic fit and potential to generate sizable cost synergies, the Transaction will be accretive to our 2016 cash earnings per share (net income adjusted for non-cash items including stock-based compensation, depreciation and amortization), excluding costs of the Transaction and integration activities.

The closing of the Transaction is subject to various customary closing conditions, including regulatory approval and approval of the Stock Issuance, the Authorized Common Stock Charter Amendment, the Authorized Preferred Stock Charter Amendment and the Transaction Proposal by our stockholders. The Purchase Agreement contains customary representations and warranties made by each of NeoGenomics, NeoGenomics Laboratories and GE Medical and contains certain termination rights for both NeoGenomics and GE Medical, which provide that NeoGenomics must pay certain termination fees to GE Medical under certain circumstances.

Concurrent with the closing of the Transaction, NeoGenomics and GE Medical also will enter into the Investor Rights Agreement and the Registration Rights Agreement. The Investor Rights Agreement will govern certain rights of and restrictions on GE Medical in connection with the NEO Shares that GE Medical will own following the Transaction. Among other things, the Investor Rights Agreement includes certain director appointment and nomination rights in favor of GE Medical and obligates GE Medical, subject to certain limitations, to vote its shares of our common stock in favor of the Board s director slate at each stockholders meeting at which directors are to be elected. The Investor Rights Agreement also provides for certain restrictions on GE Medical s ability to acquire additional shares of NeoGenomics common stock during the 48 month period following closing of the Transaction. In addition, the Investor Rights Agreement includes limitations on transfers by GE Medical of shares of our common stock for a period ending on the earlier of (a) two years from the closing of the Transaction and (b) 6 months after we have redeemed all of the NEO Preferred Shares. Pursuant to the terms of the Registration Rights Agreement, we are required to file on or before the earlier of (i) 21 months following the closing of the Transaction and (ii) 6 months after we redeem all of the NEO Preferred Shares held by GE Medical, a registration statement for the offer and sale of the NEO Common Shares and any shares of our common stock issuable upon conversion of the NEO Preferred Shares. The agreement also provides GE Medical with customary demand and piggyback registration rights with respect to such shares.

In order to finance the Transaction, we will enter into the Term Loan Facility, which will provide for a term loan in an aggregate principal amount of $55.0 million, and the Revolving Credit Facility for up to $25.0 million.

The Purchase Agreement, Investor Rights Agreement, the Registration Rights Agreement and certain other agreements entered into in connection with the Transaction are discussed more fully below.

The Companies

NeoGenomics, Inc.

We operate a network of cancer-focused genetic testing laboratories whose mission is to improve patient care through exceptional genetic and molecular testing services. Our vision is to become America s premier cancer genetic testing laboratory by delivering uncompromising quality, exceptional service and innovative products and services. We have

laboratory locations in Ft. Myers and Tampa, Florida; Fresno, Irvine, and West Sacramento, California; and Nashville, Tennessee, and currently offer cytogenetic, fluorescence in-situ hybridization, flow cytometry, immunohistochemistry and molecular testing services, as well as pathology consultation services.

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The cancer testing services we offer to community-based pathologists are designed to be a natural extension of, and complementary to, the services that they perform within their own practices. We believe our relationship as a non-competitive partner to community-based pathology practices and hospital pathology labs empowers them to expand their breadth of testing and provide a menu of services that matches or exceeds the level of service found in academic centers of excellence around the country. Community-based pathology practices and hospital pathology labs may order certain testing services on a technical component only basis, which allows them to participate in the diagnostic process by performing the professional component interpretation services without having to hire laboratory technologists or purchase the sophisticated equipment needed to perform the technical component of the tests. We also support our pathology clients with interpretation and consultative services on difficult or complex cases and provide overflow interpretation services when requested by clients.

In areas where we do not provide services to community-based pathology practices and/or hospital pathology labs, we may directly serve oncology, dermatology, urology and other clinician practices that prefer to have a direct relationship with a laboratory for cancer-related genetic and molecular testing services. We typically service these types of clients with a global service offering where we perform both the technical and professional components of the tests ordered. However, in certain instances larger clinician practices have internalized pathology interpretation services, and our tech-only service offering allows these larger clinician practices to also participate in the diagnostic process by performing the professional component interpretation services on technical component only testing performed by us.

NeoGenomics has one of the most extensive molecular testing menus of any laboratory in the world. This includes over 120 tests including NeoTYPE panels, which allow pathologists and oncologists a comprehensive view of multiple genes that can help to guide the proper treatment of cancer patients. Our molecular testing offerings have helped to attract new clients including leading academic and university hospitals. Our research and development department has expertise in bringing up new molecular tests, and is constantly working to expand and upgrade our test offerings. NeoGenomics is committed to innovation and to maintaining its leadership position in the field of cancer genetic testing.

NeoGenomics, Inc. (formerly known as American Communications Enterprises, Inc.) is a Nevada corporation that was incorporated in 1998. Our principal executive offices are located at 12701 Commonwealth Drive, Suite 9, Fort Myers, Florida 33913. Our telephone number is (239) 768-0600.

Clarient

Clarient specializes in advanced oncology diagnostic services, as well as nucleic acid sequencing and other genomic services. Clarient is located in Aliso Viejo, California and Houston, Texas. Clarient combines innovative technologies, clinically meaningful diagnostic tests, world-class pathology expertise and genomics capabilities to provide services that assess and characterize cancer for physicians treating their patients, as well as for biopharmaceutical companies in the process of clinically testing various therapies. Clarient conducts its business through Clarient Diagnostic Services, Inc., a wholly owned subsidiary of Clarient, Inc., which is wholly owned indirectly by GE.

Clarient s focus is on cancer diagnostic services within the competitive clinical laboratories sector in which it operates. Clarient commercializes its services through its developed channels with community pathologists, oncologists, universities, hospitals and pharmaceutical researchers. Clarient s diagnostics tests utilize biomarkers which are present in human tissues, cells, or fluids to aid in understanding a cancer patient s diagnosis, prognosis, and expected outcome from the use of specific therapeutics. Clarient believes that diagnostic tests which utilize biomarkers help bring clarity at critical decision-making points related to cancer treatment for healthcare providers and the biopharmaceutical industry.

Clarient is a Delaware corporation that was incorporated in 1993. Its principal executive offices are located at 31 Columbia, Alisa Viejo, California 92656. Its telephone number is (949) 425-5700.

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GE Medical

GE Medical is a holding company of businesses managed within GE Healthcare, a division of GE that also comprises controlled subsidiaries of GE. GE Healthcare provides essential healthcare technologies with expertise in medical imaging, software and information technology (IT), patient monitoring and diagnostics, drug discovery, biopharmaceutical manufacturing technologies and performance improvement solutions primarily for hospitals, medical facilities, pharmaceutical and biotechnology companies, and life science research worldwide.

GE Medical is a private limited company (*privat aktiebolag*) organized under the laws of the Kingdom of Sweden founded in 2003. Its principal executive offices are located at Björkgatan 30, 75184 Uppsala, Sweden. Its telephone number is +46 18 6120000.

GE Medical is the parent company of Clarient (a wholly owned subsidiary of GE).

Background of the Transaction

As part of their ongoing oversight and management of our business, the Board and our senior management regularly review and assess our business performance, prospects and risks and periodically consider and adjust our long-term goals and overall strategic direction. In the course of these discussions, the Board and senior management have evaluated, in light of then-current economic, regulatory, competitive and other conditions, the possibility and advisability of pursuing various strategic alternatives that might complement and strengthen our business and enhance stockholder value. At Board meetings during the first three quarters of 2014, our senior management, who were familiar with Clarient s operations in the cancer diagnostics industry, had identified Clarient as a potential acquisition target or strategic partner based on the complementary nature of Clarient s business.

On November 6, 2014, following a series of discussions with other directors and members of our senior management, Douglas VanOort, our Chief Executive Officer and Chairman of the Board, contacted Jeffrey Immelt, the Chairman and Chief Executive Officer of General Electric Company, to discuss the possibility of a strategic transaction involving NeoGenomics and Clarient, which is an indirect wholly owned subsidiary of General Electric Company managed through GE Healthcare.

Following his initial contact with Mr. Immelt, Mr. VanOort was introduced to Markus Ewert, the Executive Vice President, Business Development of GE Healthcare, and on November 20, 2014, Mr. VanOort held a telephonic meeting with Mr. Ewert and Yves Dubaquié, the Managing Director, Business Development, GE Healthcare Life Sciences, to discuss our interest in exploring the possibility of a strategic transaction with Clarient. During the conversation, Messrs. VanOort, Ewert and Dubaquié agreed that combining the capabilities of NeoGenomics and Clarient could be beneficial to both companies and agreed that it would be mutually desirable to further explore potential transaction structures.

Our senior management continued discussions with GE Healthcare representatives following the November 20, 2014 telephonic meeting, including a meeting held on January 13, 2015, at which Mr. VanOort and Steven Jones, one of our directors and our Executive Vice President of Finance, met in person with Messrs. Ewert and Dubaquié to discuss and explore the potential financial implications and possible synergies and strategic benefits that might arise from a combination of NeoGenomics and Clarient.

On January 20, 2015, we entered into a confidential non-disclosure agreement with GE Healthcare. Over the following two weeks, our senior management and GE Healthcare representatives exchanged high-level financial information and other high-level business diligence materials. During this period, our senior management began to

formulate and refine the basic terms under which we might consider acquiring Clarient. On February 3, 2015, Messrs. VanOort and Jones contacted Messrs. Ewert and Dubaquié to communicate a preliminary indication of interest, subject to additional, more detailed due diligence procedures, for our acquisition of Clarient for $251.6 million, consisting of $125.8 million in cash and $125.8 million worth of common stock.

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At a regularly scheduled Board meeting on February 6, 2015, our senior management updated the Board on the nature and substance of management s discussions with GE Healthcare and reviewed with the Board structure and strategy for our acquisition of Clarient. Following the discussion at the meeting, the Board directed senior management to continue to explore the potential acquisition.

On February 12, 2015, Messrs. VanOort and Jones spoke by telephone with Mr. Ewert, Mr. Dubaquié, Travis Lacey, a Managing Director, Business Development, GE Healthcare, and Kevin O Neill, Chief Financial Officer, GE Healthcare Life Sciences. During the telephonic meeting, the representatives of GE Healthcare provided their initial response to our preliminary indication of interest, indicating that GE Healthcare did not consider the proposed purchase price sufficient to support moving forward with the transaction. After the meeting, Mr. VanOort provided an update to the Board regarding GE Healthcare s response.

Following the February 12, 2015 telephonic discussion, our senior management, after reviewing additional financial and other diligence information regarding Clarient received from GE Healthcare, reevaluated the amount that we might be willing to offer to acquire Clarient. Based on the new information, senior management determined, based upon their background, knowledge and experience in the industry and consistent with prior instructions from the Board, that we could increase our proposed purchase price to $349 million, consisting of $157 million in cash and $192 million of convertible preferred stock with a conversion price of $5.22 per share, subject to successful completion of our due diligence activities.

On February 16, 2015, Messrs. VanOort and Jones communicated our revised proposal to GE Healthcare in a telephonic discussion with Messrs. Ewert, Dubaquié, Lacey and O Neill. Based on the revised proposal, the GE Healthcare representatives indicated GE Healthcare would be willing to move forward with further negotiations. The parties discussed the potential synergies and timing of the transaction as well as the percentage ownership of our equity securities that GE Healthcare would hold following our issuance of preferred stock in the transaction. Following the meeting, Mr. VanOort provided an update to the Board delineating the revised proposal and indicating the intention of NeoGenomics and GE Healthcare to continue to negotiate and to evaluate the potential transaction.

On February 23, 2015, Mr. VanOort met with Kieran Murphy, the President and Chief Executive Officer of GE Healthcare Life Sciences, to continue discussions regarding the potential transaction. Following the meeting, Mr. VanOort provided the Board with an update on his discussion with Mr. Murphy.

In March and the first half of April 2015, our senior management engaged in several in-person and telephonic meetings with GE Healthcare representatives during which the participants arranged and performed additional due diligence on both parties and discussed strategic planning and the post-closing integration of Clarient and NeoGenomics. On March 17, 2015, and March 31, 2015, Mr. VanOort provided the Board with additional updates regarding the status of discussions with GE Healthcare.

At a regularly scheduled Board meeting on April 16, 2015, our senior management updated the Board regarding the status of discussions and due diligence activities surrounding the potential transaction with Clarient. The Board received detailed presentations regarding the possible transaction, including a review and analysis of the revised proposal by senior management. After the discussion, the Board directed senior management to evaluate additional transaction considerations and to conduct further due diligence.

Following the April 16, 2015 Board meeting, Mr. VanOort contacted Cindy Collins, the Chief Executive Officer of Clarient, to discuss our acquisition proposal and our proposed strategy for the combined companies. On April 20, 2015, Mr. Lacey called Mr. VanOort to confirm GE Healthcare s continued desire to pursue the proposed transaction. Mr. Lacey advised Mr. VanOort that GE Healthcare intended to engage Leerink Partners LLC as financial advisor and

Paul Hastings LLP as legal counsel in connection with the proposed transaction.

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From April 24, 2015 through the first half of May 2015, representatives of NeoGenomics and GE Healthcare engaged in a number of discussions regarding transaction terms, due diligence on both parties, required financial statements and transaction timing. On May 6, 2015, Mr. VanOort provided an update to the Board regarding the status of negotiations and the anticipated delivery date of combined carve-out financial statements of Clarient.

On May 12, 2015, our senior management discussed with Crowe Horwath LLP, an independent registered public accounting firm, the financial statement and other accounting requirements associated with the stockholder approval process that would be needed to consummate the proposed transaction.