

OMB APPROVAL	
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STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP

Check this box if no longer subject to Section 16. Form 4 or Form 5 obligations may continue. See Instruction 1(b).

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934 or Section 30(h) of the Investment Company Act of 1940

1. Name and Address of Reporting Person* <u>Stier Eric</u>			2. Issuer Name and Ticker or Trading Symbol <u>GenMark Diagnostics, Inc. [GNMK]</u>			5. Relationship of Reporting Person(s) to Issuer (Check all applicable) Director _____ 10% Owner _____ Officer (give title below) _____ Other (specify below) _____ SVP & General Counsel		
(Last)	(First)	(Middle)	3. Date of Earliest Transaction (Month/Day/Year) <u>04/22/2021</u>			6. Individual or Joint/Group Filing (Check Applicable Line) <input checked="" type="checkbox"/> Form filed by One Reporting Person Form filed by More than One Reporting Person		
5964 LA PLACE COURT			4. If Amendment, Date of Original Filed (Month/Day/Year)					
(Street) <u>CARLSBAD CA 92008</u>								
(City) (State) (Zip)								

Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned

1. Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)		4. Securities Acquired (A) or Disposed Of (D) (Instr. 3, 4 and 5)			5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Indirect Beneficial Ownership (Instr. 4)
			Code	V	Amount	(A) or (D)	Price			
Common Stock	04/22/2021		U		275,974 ⁽¹⁾⁽²⁾	D	\$24.05	0	D	

Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned (e.g., puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 3)	2. Conversion or Exercise Price of Derivative Security	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any (Month/Day/Year)	4. Transaction Code (Instr. 8)		5. Number of Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)		6. Date Exercisable and Expiration Date (Month/Day/Year)		7. Title and Amount of Securities Underlying Derivative Security (Instr. 3 and 4)	8. Price of Derivative Security (Instr. 5)	9. Number of derivative Securities Beneficially Owned Following Reported Transaction(s) (Instr. 4)	10. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	11. Nature of Indirect Beneficial Ownership (Instr. 4)	
				Code	V	(A)	(D)	Date Exercisable	Expiration Date						Title
Market Stock Units	\$0.0	04/22/2021		D			15,832	(3)	(3)	Common Stock	15,832	(3)	0	D	
Market Stock Units	\$0.0	04/22/2021		D			35,000	(3)	(3)	Common Stock	35,000	(3)	0	D	
Market Stock Units	\$0.0	04/22/2021		D			12,500	(3)	(3)	Common Stock	12,500	(3)	0	D	
Stock Option (Right to Buy)	\$8.5	04/22/2021		D			30,000		11/05/2016 11/05/2022	Common Stock	30,000	(4)	0	D	
Stock Option (Right to Buy)	\$12.3	04/22/2021		D			62,000		03/06/2018 06/06/2024	Common Stock	62,000	(4)	0	D	
Stock Option (Right to Buy)	\$13.17	04/22/2021		D			55,550		02/19/2019 02/19/2025	Common Stock	55,550	(4)	0	D	

Explanation of Responses:

- Disposed of pursuant to the Agreement and Plan of Merger, dated March 12, 2021, by and among Roche Holdings, Inc., a Delaware corporation ("Parent"), Geronimo Acquisition Corp., a Delaware corporation and wholly owned subsidiary of Parent ("Purchaser"), and GenMark Diagnostics, Inc., a Delaware corporation (the "Company") (the "Merger Agreement" and the transactions contemplated thereby, the "Merger"), whereby Parent caused Purchaser to conduct a tender offer for all of the issued and outstanding shares of common stock, par value \$0.0001 per share, of the Company, at a price of \$24.05 per share (the "Offer Price"). On April 22, 2021 (the "Merger Effective Time"), the Company irrevocably accepted for payment all shares that were validly tendered and not withdrawn.
- Includes 121,409 RSUs. The Merger Agreement provides that each RSU awarded pursuant to any Company Plan, whether vested or unvested, that is outstanding immediately prior to the Merger Effective Time, will automatically (i) be fully accelerated and vest in full and the restrictions thereon shall lapse and (ii) be canceled and terminated as of the Merger Effective Time, and, in exchange therefor, each former holder of any such RSU will be entitled to receive an amount in cash (without interest and subject to any deduction for required withholding taxes) equal to the product of the Offer Price multiplied by the number of Shares subject to such RSU.
- The Merger Agreement provides that (i) each unvested MSU awarded pursuant to any Company Plan that is outstanding immediately prior to the Merger Effective Time will automatically fully vest (based on the performance level attained pursuant to the terms of the applicable award agreement, including any provision therein related to the effect of a change of control) and become a vested MSU in accordance with its terms and (ii) each MSU, whether vested or unvested, that is outstanding immediately prior to the Effective Time will be canceled and terminated as of the Merger Effective Time, and, in exchange therefor, each former holder of any vested MSU will be entitled to receive an amount in cash (without interest and subject to any deduction for required withholding taxes) equal to the product of the Offer Price multiplied by the number of Shares subject to such vested MSU.
- The Merger Agreement provides that each Option granted pursuant to a Company Plan, whether vested or unvested, that is outstanding immediately prior to the Merger Effective Time, will automatically (i) be accelerated and vest in full and (ii) to the extent not exercised prior to the Merger Effective Time, be canceled and terminated as of the Merger Effective Time, and, in exchange therefor, each former holder of any such canceled Option will be entitled to receive an amount in cash (without interest and subject to any deduction for required withholding taxes) equal to the product of (a) the number of Shares subject to such Option multiplied by (b) the excess, if any, of the Offer Price over the exercise price per Share under such Option; provided that, if the exercise price per Share of any such Option is equal to or greater than the Offer Price, then such Option will be canceled without any cash payment being made in respect thereof.

Remarks:

/s/ Eric Stier

04/22/2021

** Signature of Reporting Person

Date

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

* If the form is filed by more than one reporting person, see Instruction 4 (b)(v).

**** Intentional misstatements or omissions of facts constitute Federal Criminal Violations See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).**

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure.

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB Number.