

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

**SCHEDULE 13D**

**Under the Securities Exchange Act of 1934  
(Amendment No. 2)\***

**INTERPACE BIOSCIENCES, INC.**  
(Name of Issuer)

**Common Stock**  
(Title of Class of Securities)

**46062X303**  
(CUSIP Number)

**Ampersand 2018 Limited Partnership  
AMP-18 Management Company Limited Partnership  
AMP-18 MC LLC  
55 William Street, Suite 240  
Wellesley, MA 02481  
Telephone: (781) 239-0700**

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

**April 7, 2020**  
(Date of Event Which Requires Filing of this Statement)

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

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

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

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

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1	NAME OF REPORTING PERSONS Ampersand 2018 Limited Partnership	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 4,666,666 (1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 4,666,666 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 4,666,666 (1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 39.3% (2)	
14	TYPE OF REPORTING PERSON (See Instructions) IV	

- (1) Evidenced by 28,000 shares of Series B Convertible Preferred Stock, par value \$0.01 per share (the "Series B"), of Interpace Biosciences, Inc. (the "Issuer"). The Series B is convertible from time to time, at the option of the holder thereof, into a number of shares of common stock, par value \$0.01 per share, of the Issuer (the "Common Stock"), equal to the initial stated value per Series B share of \$1,000 divided by an initial conversion price of \$6.00 per share and then multiplied by the number of shares of Series B to be converted.
- (2) This percentage (a) is calculated based upon 4,043,673 shares of Common Stock outstanding as of April 17, 2020, as disclosed in the Annual Report on Form 10-K for the year ended December 31, 2019 filed by the Issuer on April 22, 2020 and (b) assumes the conversion of all 47,000 outstanding shares of Series B into an aggregate of 7,833,334 shares of Common Stock.

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1	NAME OF REPORTING PERSONS AMP-18 Management Company Limited Partnership	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
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NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
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12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 39.3% (2)	
14	TYPE OF REPORTING PERSON (See Instructions) IA	

- (1) Evidenced by 28,000 shares of Series B. The Series B is convertible from time to time, at the option of the holder thereof, into a number of shares of Common Stock equal to the initial stated value per Series B share of \$1,000 divided by an initial conversion price of \$6.00 per share and then multiplied by the number of shares of Series B to be converted.
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1	NAME OF REPORTING PERSONS AMP-18 MC LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 4,666,666 (1)
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**Item 1. Security and Issuer**

This Amendment No. 2 to Schedule 13D (this “Amendment No. 2”) supplements and amends the Schedule 13D originally filed with the Securities and Exchange Commission (the “SEC”) on July 25, 2019, as amended by Amendment No. 1 thereto, filed with the SEC on January 17, 2020 (as amended by Amendment No. 1, the “Prior Statement” and, as supplemented and amended by this Amendment No. 2, the “Statement”). Capitalized terms used but not otherwise defined herein have the meanings set forth in the Prior Statement. Except as specifically supplemented and amended by this Amendment No. 2, items in the Prior Statement remain unchanged.

This Amendment No. 2 is being filed to report that, on April 7, 2020, the Issuer and Ampersand 2018 Limited Partnership, a Delaware limited partnership (“Ampersand”) entered into a Support Agreement (the “Support Agreement”) as further discussed below under Item 6.

**Item 5. Interest in Securities of the Issuer**

Item 5(b) of the Prior Statement is hereby amended and supplemented to include the following:

(b) The information set forth or incorporated in Item 6 of this Amendment No.2 is incorporated by reference in its entirety into this Item 5(b).

**Item 6. Contracts, Arrangements, Understandings or Relationship with Respect to Securities of the Issuer**

Item 6 of the Prior Statement is hereby amended and supplemented to include the following:

On April 7, 2020, the Issuer and Ampersand entered into the Support Agreement pursuant to which Ampersand consented to, and agreed to vote (by proxy or otherwise), all shares of Series B registered in its name or beneficially owned by it and/or over which it exercises voting control as of the date of the Support Agreement and any other shares of Series B legally or beneficially held or acquired by Ampersand after the date of the Support Agreement or over which it exercises voting control, in favor of any Fundamental Action desired to be taken by the Issuer as determined by the Issuer’s Board of Directors. For purposes of the Support Agreement, “Fundamental Action” means any action proposed to be taken by the Issuer and set forth in Section 4(d)(i), 4(d)(ii), 4(d)(v), 4(d)(vi), 4(d)(viii) or 4(d)(ix) of the Certificate of Designation or Section 8.5.1.1, 8.5.1.2, 8.5.1.5, 8.5.1.6, 8.5.1.8 or 8.5.1.9 of the Amended and Restated Investor Rights Agreement.

The foregoing description of the Support Agreement is qualified in its entirety by reference to the full text of the Support Agreement, which is filed as Exhibit 2 to this Amendment No. 2 and incorporated herein by reference in its entirety.

**Item 7. Materials to Be Filed as Exhibits**

<b>Exhibit</b>	<b>Description</b>
1.	<a href="#">Joint Filing Agreement among Ampersand, AMCLP and AMCLLC (incorporated by reference to Exhibit 1 to the Schedule 13D filed by Ampersand 2018 Limited Partnership on July 25, 2019).</a>
2.	<a href="#">Support Agreement, dated April 7, 2020, by and between Ampersand 2018 Limited Partnership and Interpace Biosciences, Inc.</a>

**SIGNATURE**

After reasonable inquiry and to the best of each of the undersigned's knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: April 22, 2020

Ampersand 2018 Limited Partnership

By: AMP-18 Management Company Limited Partnership, its General Partner

By: AMP-18 MC LLC, its General Partner

By: /s/ Dana L. Niles  
Name: Dana L. Niles  
Title: Chief Operating Officer

AMP-18 Management Company Limited Partnership

By: AMP-18 MC LLC, its General Partner

By: /s/ Dana L. Niles  
Name: Dana L. Niles  
Title: Chief Operating Officer

AMP-18 MC LLC

By: /s/ Dana L. Niles  
Name: Dana L. Niles  
Title: Chief Operating Officer

## SUPPORT AGREEMENT

**THIS SUPPORT AGREEMENT** (this “**Agreement**”) is entered into as of April 7, 2020, by and between Ampersand 2018 Limited Partnership, a Delaware limited partnership (“**Ampersand**”), and Interpace Biosciences, Inc., a Delaware corporation (the “**Company**”).

## BACKGROUND

WHEREAS, pursuant to a Securities Purchase and Exchange Agreement, dated as of January 10, 2020, the Company issued and delivered 27,000 shares of the Company’s Series B Convertible Preferred Stock, par value \$0.01 per share (the “**Series B Shares**”), to Ampersand in exchange for Ampersand’s 270 shares of the Company’s Series A Convertible Preferred Stock, par value \$0.01 per share, pursuant to the terms and subject to the conditions set forth therein

WHEREAS, the Series B Shares have the designation, powers, preferences and rights, and the qualifications, limitations and restrictions, as specified in the Certificate of Designation of Preferences, Rights and Limitations of Series B Convertible Preferred Stock filed with the Secretary of State of the State of Delaware on January 14, 2020 (the “**Certificate of Designation**”).

WHEREAS, the Company and Ampersand are parties to that certain Amended and Restated Investor Rights Agreement, entered into as of January 15, 2020 (the “**Investor Rights Agreement**”), by and among the Company, Ampersand and 1315 Capital II, L.P., a Delaware limited partnership (“**1315 Capital**”), which establishes certain terms and conditions concerning the rights of and restrictions on 1315 Capital and Ampersand with respect to the ownership of the Series B Shares and other capital stock of the Company.

WHEREAS, the Company and Ampersand desire to enter into this Agreement in order to set forth their mutual understanding with respect to certain consent and voting rights of Ampersand as set forth in the Certificate of Designation and Investor Rights Agreement

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound, the parties hereby agree as follows:

1. Shares Subject to this Agreement. Ampersand hereby agrees to vote all Series B Shares registered in its name or beneficially owned by it and/or over which it exercises voting control as of the date of this Agreement and any other Series B Shares legally or beneficially held or acquired by Ampersand after the date hereof or over which it exercises voting control (the “**Shares**”) in accordance with the provisions of this Agreement.

2. Proxy. Ampersand hereby consents to, and agrees to vote (by proxy or otherwise) its Shares in favor of, any Fundamental Action desired to be taken by the Company as determined by the Company’s Board of Directors. For purposes of this Agreement, “**Fundamental Action**” shall mean any action proposed to be taken by the Company and set forth in Section 4(d)(i), 4(d)(ii), 4(d)(v) 4(d)(vi), 4(d)(viii) or 4(d)(ix) of the Certificate of Designation or Section 8.5.1.1,

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8.5.1.2, 8.5.1.5, 8.5.1.6, 8.5.1.8 or 8.5.1.9 of the Investor Rights Agreement. Except as set forth in this Section 2, Ampersand shall retain all other rights, including the right to consent to any action other than a Fundamental Action, set forth in Section 4(d) of the Certificate of Designation or Section 8.5 of the Investor Rights Agreement.

3. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in the Company any direct or indirect ownership or incidence of ownership of or with respect to any Shares.

4. Miscellaneous.

(a) *Notices.* All notices, requests, and other communications hereunder shall be in writing and will be deemed to have been duly given and received (a) when personally delivered, (b) when sent by facsimile or email upon confirmation of receipt, (c) one business day after the day on which the same has been delivered prepaid to a nationally recognized courier service, or (d) five business days after the deposit in the United States mail, registered or certified, return receipt requested, postage prepaid, in each case addressed:

If to the Company to:

Interpace Biosciences, Inc.  
Morris Corporate Center 1, Building C  
300 Interpace Parkway, Parsippany, NJ 07054  
Attention: Jack E. Stover, President and CEO  
Email: jstover@interpace.com

With a copy to:

Pepper Hamilton LLP  
620 Eighth Avenue, 37th Floor  
New York Times Building  
New York, NY 10018  
Attention: Merrill M. Kraines, Esquire  
Email: krainesm@pepperlaw.com

If to Ampersand to:

Ampersand 2018 Limited Partnership  
c/o Ampersand Capital Partners  
55 William Street, Suite 240  
Wellesley, MA 02481  
Attention: Dana L. Niles, Chief Operating Partner  
Email: dln@ampersandcapital.com

With a copy to:

Goodwin Procter LLP

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100 Northern Avenue  
Boston, MA 02210  
Attention: James T. Barrett, Esq., and Jocelyn Arel, Esq.  
Email: JBarrett@goodwinlaw.com and JArel@goodwinlaw.com

Any party hereto from time to time may change its address, facsimile number, or other information for the purpose of notices to that party by giving notice specifying such change to the other parties hereto. Ampersand and the Company may each agree in writing to accept notices and other communications to it hereunder by electronic communications pursuant to procedures reasonably approved by it; provided that approval of such procedures may be limited to particular notices or communications.

(b) *Amendments; Waiver.* This Agreement may be amended by the parties hereto, and the terms and conditions hereof may be waived, only by an instrument in writing and signed by Ampersand and the Company. The failure of any party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect of this Agreement at law or in equity, or to insist upon compliance by any other party with its obligation under this Agreement, and any custom or practice of the parties at variance with the terms of this Agreement, shall not constitute a waiver by such party of such party's right to exercise any such or other right, power or remedy or to demand such compliance.

(c) *Rules of Construction.* The parties hereto hereby waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

(d) *Counterparts.* This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties hereto; it being understood that all parties need not sign the same counterpart.

(e) *Severability.* In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement shall continue in full force and effect and the application of such provision to other persons or circumstances shall be interpreted so as reasonably to effect the intent of the parties hereto. The parties hereto further agree to use their commercially reasonable efforts to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that shall achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

(f) *Governing Law; Consent to Jurisdiction.* This Agreement, and the provisions, rights, obligations, and conditions set forth herein, and the legal relations between the parties hereto, including all disputes and claims, whether arising in contract, tort, or under statute, shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to its conflict of law provisions.

(g) *Expenses.* All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring the expenses.

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(h) *Entire Agreement.* This Agreement is the entire agreement between the parties regarding the matters addressed herein and it supersedes and replaces all prior agreements, representations, negotiations or discussions between the parties regarding such matters, whether written or oral.

(i) WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

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above. **IN WITNESS WHEREOF**, the parties hereto have caused this **SUPPORT AGREEMENT** to be executed as of the date first written

**INTERPACE BIOSCIENCES, INC.**

By: /s/ Jack E. Stover  
Name: Jack E. Stover  
Title: President & CEO

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above. **IN WITNESS WHEREOF**, the parties hereto have caused this **SUPPORT AGREEMENT** to be executed as of the date first written

**AMPERSAND 2018 LIMITED PARTNERSHIP**

**By:** AMP-18 Management Company Limited  
Partnership, its General Partner

**By:** AMP-18 MC LLC, its General Partner

By: /s/ Herbert H. Hooper

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Name: Herbert H. Hooper  
Title: Managing Member