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

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): July 15, 2019

INTERPACE DIAGNOSTICS GROUP, INC.
(Exact name of Registrant as specified in its charter)

DELAWARE	**0-24249**	**22-2919486**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

Morris Corporate Center 1, Building C
300 Interpace Parkway,
Parsippany, NJ 07054
(Address, including zip code, of Principal Executive Offices)

(855) 776-6419
Registrant's telephone number, including area code:

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

[ ] Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

[ ] Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

[ ] Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

[ ] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $0.01 par value per share	IDXG	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

[ ] Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. [ ]

Item 1.01. Entry into a Material Definitive Agreement.

THE ACQUISITION

Asset Purchase Agreement

On July 15, 2019, Interpace Diagnostics Group, Inc. (the "**Company**"), Interpace BioPharma, Inc., a newly formed and wholly owned subsidiary of the Company ("**Buyer**"), Cancer Genetics, Inc. ("**CGI**"), Gentris, LLC, a wholly owned subsidiary of CGI ("**Gentris**") and Partners for Growth IV, L.P., a secured creditor of CGI (**"PFG"** or "**Seller**"), entered into and closed on a Secured Creditor Asset Purchase Agreement (the "**Asset Purchase Agreement**"). The Asset Purchase Agreement contains the terms and conditions of the acquisition of assets and assumption of certain liabilities (the "**Acquisition**") relating to CGI's and Gentris' biopharma services business (the "**BioPharma Business**"). The BioPharma Business provides pharmaceutical and biotech companies and non-profit entities performing clinical trials with lab testing services for patient stratification and treatment selection through an extensive suite of molecular- and biomarker-based testing services, DNA- and RNA- extraction and customized assay development and trial design consultation.

Under the Asset Purchase Agreement, Buyer acquired assets comprising the BioPharma Business from Seller, through a private foreclosure sale under § 9-610 of the Uniform Commercial Code as enacted in all relevant jurisdictions (the "**UCC**"). Concurrently with the execution of the Asset Purchase Agreement, the Company entered into a financing arrangement with Ampersand 2018 Limited Partnership (the "**Investor**"), a fund managed by Ampersand Capital Partners, pursuant to which the Investor agreed to provide specified financing to the Company in connection with the Acquisition (the "**Investment**"), subject to the terms and conditions of such financing documents, as further discussed below.

At the closing, Seller irrevocably sold and transferred to Buyer all of its interests in CGI, free and clear of Seller's security interest and any other lien, in all of the properties and assets of CGI used or held for use in connection with the BioPharma Business (collectively, the "**Purchased Assets**"). To the extent any assets owned by CGI or Gentris and relating to the BioPharma Business were not subject to Seller's perfected and valid security interest, those assets were transferred directly to Buyer by CGI and Gentris. At closing, Seller delivered to CGI a release of all liens held by the first lien secured lender, Silicon Valley Bank (" **SVB"**), on CGI's assets through UCC-3 termination statements for all liens of PFG and SVB.

Buyer paid $23,500,000, less certain closing adjustments totaling $1,978,240 (the "**Base Purchase Price**"), as consideration for the Purchased Assets, of which $7,692,300 was in the form of a subordinated seller note (the "**Excess Consideration Note**", as further described below) issued by Buyer to CGI, and the remainder was paid in cash to or on behalf of Seller on the closing date. In addition, Buyer is assuming certain liabilities of CGI related to the BioPharma Business in the aggregate sum of approximately $5,000,000. Seller utilized the cash proceeds of approximately $13,829,000 to satisfy the outstanding balance of approximately $2,910,000 due to SVB under that certain loan and security agreement by and among CGI and SVB, as amended, to satisfy the outstanding balance of approximately $6,340,000 due to Seller under that certain loan and security agreement by and among CGI and Seller, as amended, and to satisfy certain transaction expenses. The balance of approximately $2,260,000, net of payment of transaction expenses, was delivered to CGI along with the Excess Consideration Note. The Base Purchase Price is subject to two additional adjustments following the closing: for the finalized net worth (assets less liabilities) of the BioPharma Business as of June 30, 2019 (the "**NWA**"), subject to a cap of $775,000, and for certain older accounts receivable, in the aggregate amount of approximately $830,000, still uncollected as of December 31, 2019 (the "**ARA**"). Any amounts due to Buyer under the NWA will be set off against the Excess Consideration Note, and any amounts due to Buyer under the ARA will be either set off against the Excess Consideration Note or, if it is no longer outstanding, satisfied through an AR Holdback (as defined in the Asset Purchase Agreement) mechanism, in each case as further set forth in the Asset Purchase Agreement.

The Asset Purchase Agreement contains certain representations and warranties, which are made solely for purposes of the Asset Purchase Agreement and, in some cases, are subject to qualifications and limitations agreed to by the parties thereto in connection with the negotiated terms of the Asset Purchase Agreement, and which are qualified by certain disclosures that were made in connection with the parties' entry into such agreement. The Asset Purchase Agreement provides for indemnification by CGI for limited breaches of representations and warranties, covenants and specified line-items, subject to agreed upon caps and baskets and survival periods. Indemnification payments due to Buyer may be (x) set off against the Excess Consideration Note, (y) if it is no longer outstanding, funded by a $735,000 holdback from payout to CGI under the Excess Consideration Note, subject to an additional retained AR Holdback if applicable, or (z) required to be paid directly by CGI, depending on the agreed upon limitations.

Excess Consideration Note

Under the terms of the Excess Consideration Note, the principal amount plus any accrued and unpaid interest thereon will be reduced or increased, subject to certain caps, by the amount of any NWA payment, any ARA payment and/or the amount of certain indemnification payments, in each case due and payable under and subject to the terms of the Asset Purchase Agreement. The Excess Consideration Note, accruing interest at 6% per annum, matures upon the earlier of three years from issuance or consummation of the Second Closing (as defined in the Securities Purchase Agreement) by the Investor after approval by the Company's shareholders.

The Excess Consideration Note is subordinate and junior in right of payment to the prior payment in full of the indebtedness of Buyer in favor of SVB, as the Company's senior lender, under the Loan and Security Agreement, dated as of November 13, 2018, by and among SVB, the Company, Interpace Diagnostics Corporation, and Interpace Diagnostics, LLC, as it may be amended, restated, replaced or otherwise modified from time to time, subject to certain exceptions set forth therein.

Transition Services Agreement

On the closing date, CGI and Buyer also entered into a Transition Services Agreement (the "**Transition Services Agreement**") in connection with the Asset Purchase Agreement. Under the Transition Services Agreement, following the closing and for a limited period, each party provides to the other party certain services described in exhibits thereto, for the purpose of accommodating the transition of the BioPharma Business to Buyer. In particular, CGI agreed to provide to Buyer, among other things, certain personnel services, payroll processing, administration services and benefit administration services described in an exhibit thereto, for a period not to exceed six months from the closing date, subject to the terms and conditions of the Transition Services Agreement, in exchange for payment or reimbursement, as applicable, by Buyer for the costs related thereto, including salaries and benefits for certain of CGI's BioPharma Business employees during the transition period.

THE INVESTMENT

Securities Purchase Agreement

On July 15, 2019 the Company entered into a Securities Purchase Agreement (the "**Securities Purchase Agreement**") with the Investor pursuant to which the Company agreed to sell to the Investor, in a private placement pursuant to Regulation D and Section 4(a)(2) under the Securities Act of 1933, as amended (the "**Securities Act**"), up to an aggregate of $27,000,000 in convertible preferred stock, par value $0.01 per share, of the Company consisting of two series, Series A ('**Series A**") and Series A-1 ("**Series A-1**" and together with the Series A, the "**Preferred Stock**"), both at an issuance price per share of $100,000 (the '**Stated Value**"). At the Initial Closing (as defined in the Securities Purchase Agreement), effected concurrently with the closing of the Acquisition, the Company issued to the Investor 60 newly created shares of Series A at an aggregate purchase price of $6,000,000.00, and 80 newly created shares of Series A-1 at an aggregate purchase price of $8,000,000.00. The terms of the Preferred Stock are described below under "*Certificate of Designation*". The Securities Purchase Agreement contemplates a Second Closing, which will only be effected following the fulfillment to the Investor's satisfaction of customary conditions, including, among others, the approval by the stockholders of the Company (the "**Stockholder Approval**"), as required under the rules of the Nasdaq Stock Market LLC (the "**Nasdaq Listing Rules**"), of the issuance of shares of common stock, par value $0.01 per share, (the '**Common Stock**") upon conversion of the Preferred Stock (the "**Conversion Issuances**") in excess of the aggregate number of shares of Common Stock that the Company may issue upon conversion of the Preferred Stock without breaching its obligations under the Nasdaq Listing Rules, unless the Company obtains the Stockholder Approval, and certain related rights of the Investor. If the Second Closing occurs, the Company would issue an additional 130 shares of Series A to the Investor at an aggregate purchase price of $13,000,000 and each share of Series A-1 issued to the Investor at the Initial Closing would automatically convert into one share of Series A. Pursuant to the Certificate of Designation, the Company is obligated to seek the Stockholder Approval at an annual or special meeting of the stockholders (the "Next Meeting") within six (6) months of the date of the Initial Closing, and will in connection therewith file proxy materials with the U.S. Securities and Exchange Commission (the "**Commission**"). The Investor represented in the Securities Purchase Agreement that it was, on the date of entry into the Securities Purchase Agreement, an "accredited investor" as defined in Rule 501(a) under the Securities Act.

Certificate of Designation

On July 15, 2019, the Company filed a Certificate of Designation of Preferences, Rights and Limitations of Series A Convertible Preferred Stock and Series A-1 Convertible Preferred Stock (the "**Certificate of Designation**") with the Secretary of State of the State of Delaware, which designated 270 shares of the Company's preferred stock as Series A and 80 shares of the Company's preferred stock as Series A-1.

Conversion

From and after July 15, 2019 (the "Issuance Date") until the earlier to occur of: (a) the day after the Next Meeting; and (b) six months following the Initial Closing (the "**Voting Date**"), the Series A is not convertible into shares of Common Stock. From and after the Voting Date, the Series A issued at the Initial Closing will be convertible into 7,500,000 shares of the Company's Common Stock based on an initial conversion price (the "**Conversion Price**") of $0.80 per share. The Conversion Price, however, is subject to a downward adjustment if a 2020 revenue target of $34,000,000 related to the Company's historical business (without giving effect to the acquisition) is not satisfied, subject to a Conversion Price floor of $0.59. The downward adjustment in Conversion Price is $0.03 per $1,000,000 of revenue shortfall but limited to no more than $0.21 or a potential adjustment of the initial conversion price of up to 26%. Each share of Series A will be convertible, from and after the Voting Date, whether or not such vote is positive, and from time to time, at the option of the holder thereof, into a number of shares of Common Stock equal to the Stated Value divided by the then current Conversion Price and then multiplied by the number of shares of Series A to be converted. As described in the Certificate of Designation, the Company will not issue any shares of Common Stock upon conversion of the Series A if the issuance would exceed the aggregate number of shares of Common Stock that the Company may issue without breaching its obligations under the Nasdaq Listing Rules, unless the Company obtains the Stockholder Approval (the number of shares of Common Stock which may be issued without violating such Nasdaq Listing Rules, the "**Exchange Cap**").

If the Company obtains the Stockholder Approval at any time prior to January 15, 2021, each share of Series A-1 will automatically be converted into one share of Series A on such date. Shares of Series A-1 are not convertible into shares of Common Stock. Shares of Series A-1 are only convertible into shares of Series A automatically upon receipt of the Stockholder Approval.

Mandatory Conversion

If at any time after the Stockholder Approval, the Company consummates the sale of shares of Common Stock to the public in a firm-commitment underwritten public offering pursuant to an effective registration statement under the Securities Act pursuant to which the price of the Common Stock in such offering is at least equal to the Series A Mandatory Conversion Price, as defined in the Certificate of Designation (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares) and such offering does not include warrants (or any other convertible security) and results in at least $25,000,000.00 in proceeds, net of the underwriting discount and commissions, to the Company and the Common Stock continues to be listed for trading on the Nasdaq Capital Market or another exchange, all outstanding shares of Series A will automatically be converted into shares of Common Stock, at the then effective Series A Conversion Ratio (as defined in the Certificate of Designation).

Dividends

From and after the Issuance Date, including the date of conversion of any shares of Series A-1 into Series A, each such share of Series A will accrue dividends at the rate per annum of six percent (6%) of its Stated Value, plus the amount of previously declared or accrued, and not previously paid dividends (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares). From and after the third (3^{rd}) anniversary of its issuance (if not earlier converted into Series A following the Stockholder Approval), each share of Series A-1 will accrue dividends at the rate per annum of twelve percent (12%) of its Stated Value plus the amount of previously declared or accrued, and not previously paid dividends (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares). Prior to the Stockholder Approval, no dividend may be paid in Common Stock on either the Series A or Series A-1.

Voting

The Series A-1 has no voting rights and the Series A has no voting rights prior to the Voting Date. At such time as the Series A is eligible to vote, on any matter presented to the stockholders of the Company for their action or consideration after the Voting Date, each holder of outstanding shares of Series A will be entitled to cast the number of votes equal to the lesser of: (a) the number of whole shares of Common Stock into which the shares of Series A held by such holder are convertible as of the record date for determining stockholders entitled to vote on such matter; and (b) the number of whole shares of Common Stock equal to the Stated Value of the Series A divided by $0.80 and then multiplied by the number of shares of Series A held by such holder as of the record date for determining stockholders entitled to vote on such matter; provided, however, that at any meeting of stockholders of the Company (or by written consent of stockholders in lieu of meeting) pursuant to which the record date for determining the stockholders entitled to vote at such meeting (or by written consent) occurs prior to the Company obtaining the Stockholder Approval, each share of Series A that exceeds the Exchange Cap shall have no voting rights (the "**Voting Cap**"). Except as provided by law or by the other provisions of this Certificate of Designation, holders of Series A will vote together with the holders of Common Stock as a single class and on an as-converted to Common Stock basis.

Protective Provisions

For so long as any shares of Preferred Stock are outstanding, the written consent of the holders of a majority of the then outstanding shares of Preferred Stock is required for the Company or its subsidiaries to amend, waive, alter or repeal the preferences, rights, privileges or powers of the holders of Preferred Stock, authorize, create or issue any equity securities senior to or pari passu with either series of Preferred Stock; or increase or decrease the number of directors constituting the Board.

For so long as either: (i) at least 105 shares of Preferred Stock originally issued remain outstanding; or (ii) at least 28 shares of Series A-1 originally issued remain outstanding; each subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares, the written consent of the holders of a majority of the then outstanding shares of Preferred Stock is required for the Company or its subsidiaries to: (A) authorize, create or issue any debt securities for borrowed money or funded debt (1) pursuant to which the Company or any of its direct or indirect subsidiaries issues shares, warrants or any other convertible security, or (2) in excess of $4,500,000.00 initially, with such amount to be increased in connection with an aggregate consolidated revenue milestone, but excluding certain specified permitted transactions; (B) merge with or acquire all or substantially all of the assets of one or more other companies or entities with a value in excess of $20,000,000.00, to be increased in connection with an aggregate consolidated revenue milestone; (C) materially change the nature of the business of the Company; (D) consummate any Liquidation (as defined in the Certificate of Designation); (E) transfer material intellectual property rights other than in the ordinary course of business; (F) declare or pay any cash dividend or make any cash distribution on any equity interests of the Company other than Preferred Stock; (G) repurchase or redeem any shares of capital stock of the Company, except for the redemption of Preferred Stock pursuant to the terms of the Certificate of Designation, or repurchases of Common Stock under agreements previously approved by the Board with employees, consultants, advisors or others who performed services for the Company or any subsidiary in connection with the cessation of such employment or service; (H) incur any additional individual debt, indebtedness for borrowed money or other additional liabilities pursuant to which the Company or any of its subsidiaries issues shares, warrants or any other convertible security, or incur any individual debt, indebtedness for borrowed money or other liabilities pursuant to which the Company or any of its subsidiaries does not issue shares, warrants or any other convertible security exceeding $4,500,000.00 million initially, with such amount to be increased in connection with an aggregate consolidated revenue milestone, but excluding certain specified permitted transactions; or (I) change any accounting methods of the Company or any of its subsidiaries, except for those changes required by GAAP or applicable regulatory agencies or authorities. In addition, the Company will not be restricted from adopting an at-the-market offering of Common Stock or other public offering for up to $5,000,000 of Common Stock.

Liquidation

Upon any Liquidation (including mergers and consolidations and sales of all or substantially all of the Company's assets), the holders of shares of Series A-1 then outstanding will be entitled to be paid out of the assets of the Company available for distribution to its stockholders and before any payment will be made to the holders of Series A, Common Stock or any other class or series of preferred stock ranking on liquidation junior to the Series A-1 by reason of their ownership thereof, the greater of (i) (A) until two years after issuance, an amount per share two times (2x) the Stated Value, (B) between two and three years after issuance, an amount per share two and one-half times (2½ x) the Stated Value, or (C) after three years after issuance, three times (3x) the Stated Value of such share of Series A-1, plus any dividends accrued but unpaid thereon, or (ii) such amount per share as would have been payable in respect of such share had such share been converted into Series A and each such share of Series A had been subsequently converted to Common Stock (the "Series A-1 Liquidation Value"). The holders of shares of Series A then outstanding will be entitled to be paid out of the assets of the Company available for distribution to its stockholders (on a pari passu basis with the holders of any class or series of preferred stock ranking on liquidation on a parity with the Series A), and before any payment will be made to the holders of Common Stock or any other class or series of preferred stock ranking on liquidation junior to the Series A by reason of their ownership thereof, an amount per share of Series A equal to the greater of (i) the Stated Value of such share of Series A, plus any dividends accrued but unpaid thereon, whether or not declared, together with any other dividends declared but unpaid thereon, or (ii) such amount per share as would have been payable had each such share been converted into Common Stock immediately prior to such Liquidation.

Redemption

In the event the Stockholder Approval has not been obtained by July 15, 2022, the Investor shall have the right (the "Redemption Right") beginning on July 16, 2022 to require the Company to redeem all of the shares of Series A, if any, then held by Investor that are convertible into a number of shares of Common Stock that exceeds the Exchange Cap and all of the shares of Series A-1 Preferred Stock then held by Investor. Each of the shares of Preferred Stock subject to redemption shall be redeemed by the Company at a price equal to the Series A-1 Liquidation Value or Series A Liquidation Value, as applicable.

If the Company is unable to redeem for cash in compliance with Section 6 of the Certificate of Designation all of the shares of Preferred Stock subject to a redemption notice in compliance with applicable law, the Investor, exclusively and as a separate class, shall be entitled to elect a majority of the directors of the Company then in-office.

Director Designation Rights

The Certificate of Designation also provides for the following designation rights: after the Stockholder Approval, (i) for as long as at least 135 shares of Series A remain outstanding that are not subject to the Voting Cap (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares) or if the Investor obtains an exemption to the Voting Cap from the Nasdaq Capital Market with respect to the right to appoint directors of the Company, the holders of record of the shares of Series A, exclusively and as a separate class, will be entitled to designate three (3) directors to the Board (including any committee thereof); (ii) for as long as at least 90 shares of Series A remain outstanding that are not subject to the Voting Cap (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares) or if the Investor obtains an exemption to the Voting Cap from the Nasdaq Capital Market with respect to the right to appoint directors of the Company, the holders of record of the shares of Series A, exclusively and as a separate class, will be entitled to designate two (2) directors to the Board (including any committee thereof); and (iii) for as long as at least 45 shares of Series A remain outstanding (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares), the holders of record of the shares of Series A, exclusively and as a separate class, will be entitled to designate one (1) director to the Board (including any committee thereof). Any director so designated to the Board's Audit Committee will be independent within the meaning of the Nasdaq Listing Rules. Any director elected pursuant to the terms of the Certificate of Designation may be removed without cause by, and only by, the affirmative vote of the holders of the shares of the class or series of capital stock entitled to elect such director or directors. A vacancy in any directorship filled by the holders of any class or series may be filled only by the holders of such class or series or by any remaining director or directors elected by the holders of such class or series.

Anti-Dilution Rights

If the Company issues additional shares of Common Stock without consideration or for a consideration per share less than the Series A Conversion Price (as defined in the Certificate of Designation) in effect immediately prior to such issuance, the Series A Conversion Price will be reduced pursuant to a broad-based weighted average formula.

Investor Rights Agreement

In connection with the sale of the Preferred Stock and entry into the Securities Purchase Agreement, on July 15, 2019, the Company entered into an Investor Rights Agreement with the Investor (the "**Investor Rights Agreement**"). Pursuant to the Investor Rights Agreement, the Company and the Investor established certain terms and conditions concerning the rights of and restrictions on the Investor with respect to the ownership of the Preferred Stock and other capital stock of the Company.

The Investor will have certain consent rights, including with respect to those set forth under "*Protective Provisions*" above. The Investor will have the pro rata pre-emptive right to purchase securities newly offered by the Company, based upon its then current ownership of Preferred Stock. The Investor Rights Agreement also provides the Investor with the right to demand shelf and piggy-back registration with respect to Common Stock issued as a result of the conversion of Preferred Stock, commencing one year after the issuance of the Preferred Stock, subject to certain limitations. The Investor Rights Agreement requires the Company to include in its proxy statement for its next annual meeting the proposal to approve the Conversion Issuances.

For so long as the Investor owns at least 45 shares of Series A that are not subject to the Voting Cap (as equitably adjusted for any stock split, reverse stock split, recapitalization or similar event with respect to the Common Stock), in addition to the right the Investor has to nominate one member of the Company's Board of Directors (the "**Board**") as discussed above, it will also have the right to designate one representative to attend all meetings of the Board and any committees or sub-committees thereof in a nonvoting observer capacity, subject to certain exclusion rights. If the Investors acquire the full amount of additional Preferred Stock contemplated in the Second Closing, they will have the ability to nominate up to three directors, one of which will be an independent director who will be a member of all committees of the Board. The Investors have agreed, for so long as they hold at least 45 shares of Series A that are not subject to the Voting Cap (as equitably adjusted for any stock split, reverse stock split, recapitalization or similar event with respect to the Common Stock), to vote for the election of members to the Board for which the Investors do not have nomination rights in accordance with the recommendation of the majority of the members of the Board who were members of the Board before the date of the Investor Rights Agreement and their successors.

The Investors are prohibited from transferring any Common Stock issuable upon conversion of the Series A for a period of 180 days and from acquiring beneficial ownership of additional Company securities without the prior approval of the Company during the two year period following the date of the Securities Purchase Agreement.

The Investor agreed that from July 15, 2019 until July 15, 2021 (the '**Standstill Period**"), without the prior written approval of the Company or the Company's Board of Directors, or as otherwise expressly permitted or contemplated by the Investor Rights Agreement (including pursuant to the exercise of Investor's pre-emptive rights under the Investor Rights Agreement) or the Certificate of Designation, the Investor will not and will cause its affiliates not to acquire beneficial ownership of any securities (including in derivative form) of the Company, in each case excluding (x) the Series A, purchased either directly from the Company or pursuant to a conversion of Series A-1, the Series A-1 or Common Stock issuable upon conversion of the Series A, and (y) any capital stock or other equity securities of the Company pursuant to or in accordance with the Certificate of Designation or pursuant to the exercise of Investor's pre-emptive rights under the Investor Rights Agreement.

The Investor agreed not to engage, directly or indirectly, in specified transactions in the Company's securities (including, without limitation, any short sales involving the Company's securities) during the period from July 15, 2019 until the earlier of (i) the consummation of a Deemed Liquidation (as defined in the Certificate of Designation); and (ii) the date that Investor and certain of its affiliates do not own any Series, Series A-1 or Common Stock issuable upon conversion of the Series A, including Series A issuable upon conversion of the Series A-1.

The Investor also agreed that during the period from July 15, 2019 until January 15, 2020, the Investor shall not transfer any Common Stock issuable upon conversion of the Series A, except as part of a pledge by Investor of the equity securities it acquires in any portfolio company that is made to secure indebtedness existing as of July 15, 2019 for borrowed money incurred in connection with on-call commitments of Investor's limited partners or to any affiliate of Investor.

Voting Agreement

The Company's directors and executive officers, who collectively hold, as of March 31, 2019, 3.3% of the Company's outstanding voting power, entered into Voting Agreements, dated July 15, 2019, (the "**Voting Agreements**"), pursuant to which they agreed to vote in favor of any resolution presented to the stockholders of the Company to approve or facilitate the Conversion Issuances or any exercise of pre-emptive rights of under the terms of the Investor Rights Agreement and agreed until the earlier to occur of the termination of the Voting Agreement or January 15, 2020, not to transfer any shares of Common Stock held by such directors and executive officers.

Qualified By the Documents

The foregoing description of the Asset Purchase Agreement, Certificate of Designation, Excess Consideration Note, Transition Services Agreement, Securities Purchase Agreement, Investor Rights Agreement, and Voting Agreement (collectively, the " **Documents**") is qualified in its entirety by reference to the full text of the Documents, which are filed as Exhibits 2.1, 3.1, 4.1, 10.1, 10.2, 10.3 and 10.4, respectively, to this Current Report on Form 8-K and incorporated herein by reference in their entirety.

Item 2.01. Completion of Acquisition or Disposition of Assets.

The information regarding the Acquisition, including entry into the Asset Purchase Agreement, the issuance of the Excess Consideration Note, and the Investment, including entry into the Securities Purchase Agreement, set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.01.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information regarding the issuance of the Excess Consideration Note set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.03.

Item 3.02. Unregistered Sales of Equity Securities

The information regarding the issuance of the Series A and Series A-1 set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.02.

Item 3.03. Material Modification to Rights of Security Holders.

The information regarding the Investment, including entry into the Securities Purchase Agreement and filing of the Certificate of Designation, set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.03.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

The information regarding the Certificate of Designation and the Investor Rights Agreement set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 5.02.

The Investor, as holder of 60 shares of Series A, became entitled on July 15, 2019 to elect one director to the Board in connection with closing of the Investment. In preparation for the consummation of the Investment, on June 28, 2019, the Board adopted resolutions to increase the number of directors from four to seven, with two seats to initially be vacant, and appointing the Investor's nominee to the Board upon the Initial Closing under the Securities Purchase Agreement. On July 15, 2019, upon the occurrence of the Initial Closing, the Investor nominated Eric Lev, who was thereby appointed to the Board as a Class I Director, effective immediately. As a Class I Director, Eric Lev will serve until the Company's 2019 annual meeting of stockholders, until his successor is elected and qualified, or until his earlier death, resignation or removal. Eric Lev will be serving on the Board as a non-employee director.

Eric Lev will receive compensation for his service as a non-employee director in accordance with the Company's previously disclosed non-employee director compensation program, including annual cash retainers for his Board and committee service and annual equity grants. All such compensation, when and if monetized, will be assigned by Mr. Lev to the Investor's management company for the benefit of the Investor. There is no family relationship between Eric Lev and any director or executive officer of the Company, and other than the Investor's investment in the Company as set forth above, there are no related party transactions between Eric Lev and the Company that would require disclosure under Item 404(a) of Regulation S-K.

Eric Lev will enter into the Company's standard form of indemnification agreement. The form of indemnification agreement was filed as Exhibit 10.22 to the Company's Current Report on Form 8-K filed with the SEC on August 8, 2016.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

The information regarding the Investment, including the filing of the Certificate of Designation, set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 5.03.

Item 7.01 Regulation FD Disclosure

On July 15, 2019, the Company issued a press release announcing the Acquisition and the Investment. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

The information furnished pursuant to this Item 7.01, including Exhibit 99.1, shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), or otherwise subject to the liabilities under that Section and shall not be deemed to be incorporated by reference into any filing of the Company under the Securities Act or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

Item 9.01. Financial Statements and Exhibits

(a) Financial Statements of Business Acquired.

Financial statements of the business acquired are not included in this Current Report on Form 8-K. Such financial statements will be filed within 71 calendar days after the date on which this Current Report on Form 8-K is required to be filed.

(b) Pro Forma Financial Information.

Pro forma financial information related to the business acquired is not included in this Current Report on Form 8-K. Such pro forma financial information will be filed within 71 calendar days after the date on which this Current Report on Form 8-K is required to be filed.

(d) Exhibits.

Exhibit Number	Description
2.1	Secured Creditor Asset Purchase Agreement, dated July 15, 2019, by and among Interpace BioPharma, Inc., Cancer Genetics, Inc., Interpace Diagnostics Group, Inc. and Partners for Growth IV, L.P.
3.1	Certificate of Designation of Preferences, Rights and Limitations of Series A Convertible Preferred Stock and Series A-1 Convertible Preferred Stock
4.1	Subordinated Seller Note of Interpace BioPharma, Inc., dated July 15, 2019, in favor of Cancer Genetics, Inc.
10.1	Transition Services Agreement, dated July 15, 2019, by and between Interpace BioPharma, Inc. and Cancer Genetics, Inc.
10.2	Securities Purchase Agreement, dated July 15, 2019, by and between Interpace Diagnostics Group, Inc. and Ampersand 2018 Limited Partnership
10.3	Investor Rights Agreement, dated July 15, 2019, by and between Interpace Diagnostics Group, Inc. and Ampersand 2018 Limited Partnership
10.4	Form of Voting Agreement
99.1	Press release, dated July 15, 2019

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Interpace Diagnostics Group, Inc.

/s/ Jack E. Stover
Jack E. Stover
President and Chief Executive Officer

Date: July 19, 2019

EXHIBIT INDEX

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SECURED CREDITOR ASSET PURCHASE AGREEMENT

by and among

INTERPACE BIOPHARMA, INC.

as the Buyer,

PARTNERS FOR GROWTH IV, L.P.

as the Seller

and

CANCER GENETICS, INC.

And

INTERPACE DIAGNOSTICS GROUP, INC.
(solely for purposes of the Specified Sections)

Dated as of July 15, 2019

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SECURED CREDITOR ASSET PURCHASE AGREEMENT

This Secured Creditor Asset Purchase Agreement (this "Agreement") is made as of July 15, 2019, by and among Interpace BioPharma, Inc., a Delaware corporation (the "Buyer"), Partners for Growth IV, L.P., a Delaware limited partnership (the "Seller"), Cancer Genetics, Inc., a Delaware corporation (including any and all BP Subsidiaries, "CGI") and, solely for purposes of the Specified Sections, Interpace Diagnostics Group, Inc., a Delaware corporation ("IDXG"). Each of the Buyer, the Seller and CGI is a "Party" and collectively, the "Parties".

Recitals

A. CGI currently operates three business lines: (1) the business which provides pharmaceutical and biotech companies and non-profit entities performing clinical trials with laboratory testing services for patient stratification and treatment selection through an extensive suite of molecular- and biomarker-based testing services, DNA- and RNA-extraction and customized assay development and trial design consultation (such business, the "BioPharma Business"), (2) the business consisting of clinical services that provide information on diagnosis, prognosis and predicting treatment outcomes (theranosis) of cancers to guide patient management (such business, the "Clinical Business") and (3) the business consisting of discovery services, including preclinical anti-tumor efficacy, GLP compliant toxicity studies, small molecular and biologics analytical services, providing the tools and testing methods for companies and researchers seeking to identify and to develop new compounds and molecular-based biomarkers for diagnostics and treatment of disease (such business, the "Discovery Business" and together with the Clinical Business, the "Other Business Units").

B. On May 7, 2015, CGI entered into that certain loan and security agreement (as amended, modified or supplemented from time to time, the "SVB Loan and Security Agreement") with Silicon Valley Bank ("SVB"), pursuant to which SVB advanced loans to CGI and CGI owes SVB approximately Three Million U.S. Dollars ($3,000,000), including all interest, costs, expenses and professional fees. The SVB Loan and Security Agreement together with all other documents, instruments and writings which relate to the SVB Loan and Security Agreement are collectively referred to herein as the "SVB Loan Documents."

C. On March 22, 2017, CGI entered into that certain loan and security agreement (as amended, modified or supplemented from time to time, the "PFG Loan and Security Agreement") with the Seller, pursuant to which the Seller advanced loans to CGI and CGI owes the Seller approximately Six Million Three Hundred Thousand U.S. Dollars ($6,300,000), including all interest, costs, expenses and professional fees. The PFG Loan and Security Agreement together with all other documents, instruments and writings which relate to the PFG Loan and Security Agreement are collectively referred to herein as the "PFG Loan Documents" and together with the SVB Loan Documents, the "Loan Documents".

D. As security for the SVB Loan Documents, CGI granted to SVB a security interest in all or substantially all of CGI's assets, and proceeds thereof, including, without limitation, all intellectual property (collectively, the "Collateral"). SVB's security interest in the Collateral is perfected by UCC-1 Financing Statements filed May 6, 2015 and March 22, 2017 against CGI under UCC Initial Filing No: 2015-1946978 and 2017-1863155 with the Office of the Secretary of State of the State of Delaware.

E. As security for the PFG Loan Documents, CGI granted to PFG a blanket security interest in, and lien on, the Collateral. PFG's security interest in, and lien on, the Collateral is perfected by UCC-1 Financing Statements filed March 22, 2017 against Cancer Genetics, Inc. under UCC Initial Filing No: 2017-1860052 and against Gentris, LLC under UCC Initial Filing No. 2017-1860045, each with the Office of the Secretary of State of the State of Delaware.

F. The Seller had previously notified CGI that events of default had occurred under the PFG Loan Documents and CGI was in default of its obligations under the PFG Loan Documents. The Seller has (a) accelerated all Obligations (as defined in the PFG Loan Documents), and (b) on the date hereof, served a Notice of Disposition of Collateral upon CGI (among others) pursuant to Section 9-611 of the UCC. The Seller has the right to enforce all of its remedies against CGI and the Collateral, and the Seller has elected to conduct a foreclosure sale of certain of the Collateral relating to the BioPharma Business. CGI, at the direction of its Board of Directors (the "CGI Board of Directors"), has engaged in extensive marketing of CGI and/or its assets for a sale, which marketing has not yielded any offer for the BioPharma Business that would provide consideration to CGI that is greater than that provided under this Agreement. The Seller has reviewed and analyzed CGI's marketing of CGI and its assets, and has conducted additional due diligence to satisfy itself that its sale of the BioPharma Business pursuant to this Agreement is commercially reasonable, provides the highest consideration for the BioPharma Business, and that additional time to market the BioPharma assets (whether by CGI or the Seller) would not result in greater consideration to CGI than that provided under this Agreement.

G. The Seller, as the foreclosing lender, desires to sell assets relating to the BioPharma Business to the Buyer, and CGI has executed a sale agreement for the sale of certain assets related to the Clinical Business to a third party, which are not included in the Purchased Assets and which the foreclosing lender has not foreclosed on (the "Clinical Business Transaction", and the third party buyer, the "Clinical Business Buyer"), which closed on July 5, 2019.

H. Subject to the terms and conditions of this Agreement, the Buyer has agreed to purchase from the Seller, and the Seller has agreed to sell to the Buyer, all of CGI's right, title and interest in the Purchased Assets (as such term is defined below), which constitute a portion of the Collateral, through a private foreclosure sale under Section § 9-610 of the UCC on the terms and conditions set forth in this Agreement (the "Private Sale Transaction").

I. Concurrently with the execution of this Agreement, the Buyer or its Affiliate has entered into a financing arrangement with Ampersand Capital Partners and/or an Affiliate(s) thereof ("Ampersand"), pursuant to which Ampersand shall consummate the Ampersand Initial Closing in connection with the Private Sale Transaction, subject to the terms and conditions of such financing documents which will provide IDXG with sufficient funds to make all payments required to be made by the Buyer on the Closing Date and which, subject to IDXG Shareholder Approval and the consummation of the Ampersand Second Closing, will indirectly provide IDXG with a second investment which will provide Buyer with sufficient funds to repay the Excess Consideration Note on the terms set forth thereunder after receipt of such IDXG Shareholder Approval and such proceeds from the Ampersand Second Closing (the "Ampersand Financing Documents").

NOW, THEREFORE, intending to be legally bound and in consideration of the mutual provisions set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1
DEFINITIONS; CONSTRUCTION

Section 1.1. Definitions. For the purposes of this Agreement:

"2019 PTO" shall have the meaning set forth in Section 6.4(a).

"Accounts Payable" means (a) all trade accounts payable and other rights of third parties to payments, (b) all other accounts or notes payable, and (c) any claim, remedy or other right related to any of the foregoing.

"Accounts Receivable" means (a) all trade accounts receivable and other rights to payments from customers and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable representing amounts receivable in respect of goods shipped or products sold or services rendered, (b) all other accounts or notes receivable and the full benefit of all security for such accounts or notes, and (c) any claim, remedy or other right related to any of the foregoing.

"Affiliate" means, with respect to a specified Person, a Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the specified Person. In addition to the foregoing, if the specified Person is an individual, the term "Affiliate" also includes (a) the individual's spouse, (b) the members of the immediate family (including parents, siblings and children) of the individual or of the individual's spouse and (c) any corporation, limited liability company, general or limited partnership, trust, association or other business or investment entity that directly or indirectly, through one or more intermediaries controls, is controlled by or is under common control with any of the foregoing individuals. For purposes of this definition, the term "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by Contract or otherwise.

"Agreement" shall have the meaning set forth in the Preamble.

"Allocation" shall have the meaning set forth in Section 2.5.

"Ampersand" shall have the meaning set forth in the Recitals.

"Ampersand Conversion Right" means the right of Ampersand to convert its shares of preferred stock in IDXG being received by Ampersand pursuant to the Ampersand Initial Closing and the Ampersand Second Closing into common stock of IDXG which is equal to 20.0% or more of the outstanding common stock of IDXG.

"Ampersand Initial Closing" means the "Initial Closing" as such term is defined in Securities Purchase Agreement, dated as of July 15, 2019, by and between IDXG and Ampersand, as it may be amended from time to time.

"Ampersand Second Closing" means the "Second Closing" as such term is defined in Securities Purchase Agreement, dated as of July 15, 2019, by and between IDXG and Ampersand, as it may be amended from time to time.

"Ancillary Agreements" means, collectively, the Transition Services Agreement, the Bill of Sale, the Company Bill of Sale, the Assignment and Assumption Agreement, the IP Assignment and License-Back Agreement, the Equipment Lease Assignment and Assumption Agreement, the Excess Consideration Note and all other agreements and documents expressly contemplated under this Agreement, as each may be amended from time to time.

"April Financial Schedules" means the financial information dated as of April 30, 2019 attached hereto as Exhibit A.

"April Net Worth" means (a) the aggregate value of the BioPharma Net Worth Assets (including the value of Inventory), *less* (b) the aggregate value of the BioPharma Net Worth Liabilities, in each case as of April 30, 2019 and calculated in accordance with the methodology used in the preparation of the April Financial Schedules.

"AR Holdback" shall have the meaning set forth in Section 2.10(b).

"Assigned Undisclosed BP Material Contract" shall have the meaning set forth in Section 2.3(a)(i).

"Assignment and Assumption Agreement" shall have the meaning set forth in Section 2.7(a)(iii).

"Assumed Accounts Payable" shall have the meaning set forth in Section 2.3(a)(iii).

"Assumed Liabilities" shall have the meaning set forth in Section 2.3(a).

"Bankruptcy Exceptions" means bankruptcy, insolvency, moratorium, reorganization or other Laws affecting the rights of creditors generally and the availability of equitable remedies.

"Base Purchase Price" shall have the meaning set forth in Section 2.4(a).

"Bill of Sale" shall have the meaning set forth in Section 2.7(a)(ii).

"BioPharma Net Worth Assets" means collectively the net Accounts Receivable, prepaid expenses, and other current assets calculated in accordance with the April Financial Schedules.

"BioPharma Business" shall have the meaning set forth in the Recitals.

"BioPharma Net Worth Liabilities" means the Accounts Payable, accrued liabilities, capital lease liabilities and other liabilities (including in respect of deferred rent payable) calculated in accordance with the April Financial Schedules.

"BP Benefit Plan" shall have the meaning set forth in Section 5.9(a).

"BP Employees" shall have the meaning set forth in Section 5.15(a).

"BP Licenses" shall have the meaning set forth in Section 5.10(a).

"BP Material Contract" shall have the meaning set forth in Section 5.11(a).

"BP Subsidiary" means any Subsidiary of Cancer Genetics, Inc. that owns any of the Purchased Assets or will convey any Assumed Liability, including Gentris, LLC.

"Business Day" means any day other than Saturday, Sunday or any day on which banking institutions in New York, New York are closed either under applicable Law or action of any Governmental Authority.

"Business Records" means all of the existing books, records, files and studies (in any form or medium, including historical data) related, directly or indirectly, to the BioPharma Business, including copies of all of CGI's sales information, including customer pricing, marketing analyses and business plans; historical financial and business projections; customer, supplier/vendor, distributor and account lists; mailing lists, price lists, customer relationship management and sales tracking data; marketing studies, catalogues, promotional materials and advertisements; consultant reports; all CGI loan agreements and related documentation related, directly or indirectly, to the BioPharma Business; non-disclosure and confidentiality agreements related, directly or indirectly, to the BioPharma Business; referral sources, purchase orders, sales and purchase invoices, correspondence, production data, sales and promotional materials and records, purchasing materials and records, research and development files, records, standard operating procedures, data and laboratory books (including all documents and folders related to CLIA / CAP (College of American Pathology) and NY State inspections and related repossess form accreditation agencies), laboratory test data, Intellectual Property disclosures, manufacturing and quality control records and procedures, service and warranty records, equipment logs, operating guides and manuals, drawings, product specifications, engineering specifications, blueprints, financial and accounting records and litigation files to the extent related, directly or indirectly, to the BioPharma Business; personnel and employee benefits records related to employees of CGI engaged in the BioPharma Business to the extent transferable under applicable Law, and copies of all other personnel records to the extent the Seller and CGI are legally permitted to provide copies of such records to the Buyer; in each case, to the extent related, directly or indirectly, to the BioPharma Business; for the avoidance of doubt, including the Equipment Leases and all manuals, service and maintenance policies and Contracts, customer support Contracts and other documentation relating thereto.

"Buyer" shall have the meaning set forth in the Preamble.

"Buyer Claims" shall have the meaning set forth in Section 6.25(f).

"Buyer Disclosure Schedule" shall have the meaning set forth in Article 4.

"Buyer Releasees" shall have the meaning set forth in Section 6.25(f).

"CAP" shall have the meaning set forth in Section 5.19(b).

"CGI" shall have the meaning set forth in the Preamble.

"CGI 401(k) Plan" shall have the meaning set forth in Section 6.4(d).

"CGI Benefit Plan" shall have the meaning set forth in Section 5.9(a).

"CGI Board of Directors" shall have the meaning set forth in the Recitals.

"CGI Bylaws" means the bylaws of CGI, as amended and in effect.

"CGI Charter" means the certificate of incorporation of CGI, as amended and in effect.

"CGI's Data Processors" shall have the meaning set forth in Section 5.22(b).

"CGI Disclosure Schedule" shall have the meaning set forth in Article 5.

"CGI Intellectual Property Rights" shall have the meaning set forth in Section 5.14(a).

"CGI Lab Certifications" shall have the meaning set forth in Section 5.19(b).

"CGI Material Intellectual Property" shall have the meaning set forth in Section 5.14(j).

"CGI Permits" shall have the meaning set forth in Section 5.19(a).

"CGI Registered Intellectual Property" shall have the meaning set forth in Section 5.14(b).

"CGI Regulatory Agency" shall have the meaning set forth in Section 5.19(a).

"CGI Safety Notices" shall have the meaning set forth in Section 5.19(h).

"Claims" shall have the meaning set forth in Section 6.25.

"CLIA" shall have the meaning set forth in Section 5.19(b).

"Clinical Business" shall have the meaning set forth in the Recitals.

"Closing" shall have the meaning set forth in Section 2.6.

"Closing Cash Payments" shall have the meaning set forth in Section 2.8.

"Closing Consents" shall have the meaning set forth in Section 2.7(a)(ix).

"Closing Date" shall have the meaning set forth in Section 2.6.

"CMS" shall have the meaning set forth in Section 5.19(f).

"COBRA" means the U.S. Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

"Code" means the U.S. Internal Revenue Code of 1986, as amended.

"Collateral" shall have the meaning set forth in the Recitals.

"Company Bill of Sale" shall have the meaning set forth in Section 2.7(a)(xiii).

"Confidential Information" means any confidential information, in whatever form or medium, concerning the business or affairs of the BioPharma Business, including trade secrets, processes, patent and trademark applications, product development, prices, customer and supply lists, pricing and marketing plans, policies and strategies, details of customer Contracts, operations methods, product development techniques, business acquisition plans, new personnel acquisition plans and all other information generally known by the management of CGI as confidential information with respect to the BioPharma Business.

"Consent" means any approval, consent, ratification, waiver or other authorization.

"Contract" means any contract, purchase order, agreement, lease, license, commitment, understanding, franchise, warranty, guaranty, mortgage, note, bond, option, warrant, right or other instrument or consensual obligation, whether written or oral.

"Creditor Litigation Cost Indemnification Obligation" shall have the meaning set forth in Section 7.3(b).

"Customer Diligence Calls" shall have the meaning set forth in Section 6.2.

"Discovery Business" shall have the meaning set forth in the Recitals.

"Disputed Amounts" shall have the meaning set forth in Section 2.9(d)(i).

"Employer" shall have the meaning set forth in Section 6.3(a).

"Encumbrance" means any charge, claim, mortgage, servitude, easement, right of way, community or other marital property interest, covenant, equitable interest, license, lease or other possessory interest, lien, option, pledge, hypothecation, security interest, preference, priority, right of first refusal, condition, limitation or restriction of any kind or nature whatsoever (whether absolute or contingent).

"Environmental Claim" shall have the meaning set forth in Section 5.13(c).

"Environmental Laws" means all applicable Laws, and all judicial and administrative orders and determinations that are binding upon CGI or IDXG, as applicable, and all applicable policies, practices and guidelines of a Governmental Authority that have, or are determined to have, the force of law, relating to pollution or protection of human health or the environment, including, without limitation, ambient air, surface water, ground water, wetlands, endangered species habitat, land surface, or subsurface strata, and further including, without limitation, laws and regulations relating to Releases or threatened Releases and the remediation of Hazardous Materials, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation, management, or handling of Hazardous Materials, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9601 *et seq.* sometimes referred to as "CERCLA"; the Federal Water Pollution Control Act, 33 U.S.C. §§1251 et seq; the Clean Air Act, 42 U.S.C. §§7401 et seq; the Resource Conservation and Recovery Act, 42 U.S.C. §§4901 et seq; the Safe Drinking Water Act, 42 U.S.C. §§300(f) et seq; the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq; the Emergency Planning and Community Right-to-Know Act of 1986; 42 U.S.C. §§110001 et seq; the Occupational Safety and Health Act of 1970, 29 U.S.C. §§651 et seq; and analogous state regulations.

"Environmental Permits" shall have the meaning set forth in Section 5.13(a).

"Equipment Leases" shall have the meaning set forth in Section 2.1(c).

"Equipment Lease Assignment and Assumption Agreement" shall have the meaning set forth in Section 2.7(a)(viii).

"ERISA" means the U.S. Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means any other Person that, together with CGI, would be treated as a single employer under Section 414 of the Code.

"Estimated Closing Cash Consideration" means an amount equal to the sum of (i) the Base Purchase Price, less (ii) the Total Payoff Amounts, less (iii) the principal amount of the Excess Consideration Note.

"Estimated Closing Statement" shall have the meaning set forth in Section 2.4(b).

"Excess Consideration Note" shall have the meaning set forth in Section 2.4(a).

"Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended.

"Excluded Assets" shall have the meaning set forth in Section 2.2.

"FCPA" shall have the meaning set forth in Section 5.19(n).

"FDA" shall have the meaning set forth in Section 5.19(a).

"FDCA" shall have the meaning set forth in Section 5.19(a).

"Final Determination" shall have the meaning set forth in Section 7.5(e).

"Former Employees" shall have the meaning set forth in Section 2.1(g).

"Fundamental Representations" means Section 3.1 *(Organization and Good Standing),* Section 3.2 *(Authority and Enforceability),* Section 3.3 *(No Conflict),* Section 3.4 (*Security Interest; Foreclosure Rights*) and Section 3.6 *(Brokers or Finders)*.

"Funds Flow" means the Funds Flow between CGI, Buyer and the Seller, substantially in the form attached hereto as Exhibit I.

"GAAP" means generally accepted accounting principles in the United States as in effect on the date hereof, applied in a manner consistent with CGI's past practice, as applicable.

"Governmental Authority" means any (a) nation, region, state, county, city, town, village, district or other jurisdiction, (b) federal, state, local, municipal, foreign or other government, (c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department or other entity and any court or other tribunal), (d) multinational organization or (e) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature.

"Governmental Authorization" means any Consent, license, franchise, permit, exemption, clearance or registration issued, granted, given or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Law.

"Hazardous Materials" means any chemicals, pollutants, contaminants, wastes, residual wastes, toxic substances (including friable asbestos and lead), hazardous substances, petroleum and petroleum products and coal, coke, coal tar, or coal tar byproducts, including but not limited to, all materials or substances that exhibit the characteristics of hazardous waste as identified in 40 C.F.R. Part 261 or that are listed in 40 C.F.R. Part 261 or the U.S. Department of Transportation Hazardous Materials Table, as amended, 49 C.F.R. §172.101, and material that is a source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954, 42 U.S.C. §3011, *et seq*. and the regulations promulgated thereto, and "hazardous chemicals," as defined in 29 C.F.R. Part 1910.

"Healthcare Laws" means, to the extent related to the conduct of CGI's business, (a) the FDCA, (b) Medicare (Title XVIII of the Social Security Act), (c) Medicaid (Title XIX of the Social Security Act), (d) the U.S. Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), including the statutory exceptions and the safe harbor regulations (42 C.F.R. § 1001.952); (e) the federal physician self-referral ("Stark") law (42 U.S.C. § 1395nn) including the statutory exceptions and the regulatory exceptions (42 C.F.R. § 411.350 *et seq.*); (f) the Civil Monetary Penalty Law (42 U.S.C. § 1320a-7a), (g) any federal or state prohibition on the defrauding or making of or causing the defrauding of any third-party payer (including commercial and private payers, and Medicare Advantage plans) or any Governmental Authority that administers a federal or state health care program (including Medicare, Medicaid and state Medicaid Waiver Programs, and TRICARE), including the civil U.S. False Claims Act (31 U.S.C. §§ 3729 *et seq.*), the administrative U.S. False Claims Law (42 U.S.C. § 1320a-7b(a)) and analogous state laws and regulations, (h) all applicable federal and state laws pertaining to the privacy and security of personally identifiable information and to the confidentiality, privacy and security of protected health information, including the U.S. Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U.S.C. § 1320d et seq.), as amended by the U.S. Health Information Technology for Economic and Clinical Health Act (HITECH) (42 U.S.C. §§ 17921 *et seq.*) and the exclusion laws (42 U.S.C. § 1320a-7), (i) the U.S. Prescription Drug Marketing Act of 1987, (j) the Sunshine/Open Payments Law (42 U.S.C. § 1320a-7h), (k) all regulations or guidance promulgated pursuant to such Laws, and (l) any other federal, state or non-U.S. Law now existing, or as the same may be amended, modified or supplemented from time to time, and any successor statute thereto, that regulates the design, development, testing, studying, manufacturing, processing, storing, importing or exporting, licensing, labeling or packaging, advertising, distributing, selling, pricing, or marketing of pharmaceutical products, or that is related to remuneration (including ownership) to or by physicians or other health care providers (including kickbacks) or the disclosure or reporting of the same, patient or program charges, record-keeping, claims processing, documentation requirements, medical necessity, referrals, the hiring of employees or acquisition of services or supplies from those who have been excluded from government health care programs, quality, safety, privacy, security, licensure, accreditation or any other aspect of providing health care products or services, including the collection and reporting requirements, and the processing of any applicable rebate, chargeback or adjustment, under applicable rules and regulations relating to the Medicaid Drug Rebate Program (42 U.S.C. § 1396r-8) and any state supplemental rebate program, Medicare average sales price reporting (42 U.S.C. § 1395w-3a), the U.S. Public Health Service Act (42 U.S.C. § 256b), the VA Federal Supply Schedule (38 U.S.C. § 8126), the Medicare Part D Coverage Gap Discount Program, or under any state pharmaceutical assistance program or U.S. Department of Veterans Affairs agreement, and any successor government programs.

"Holdback" means an amount equal to Seven Hundred Thirty Five Thousand Dollars ($735,000), representing a portion of the payments payable under the Excess Consideration Note, which Holdback shall be withheld by IDXG on the terms set forth hereunder to satisfy potential indemnification obligations of CGI under Article 7.

"IDXG" shall have the meaning set forth in the Preamble.

"IDXG Shareholder Approval" shall have the meaning set forth in Section 6.22(a).

"IDXG Shareholders' Meeting" shall have the meaning set forth in Section 6.22(a).

"Indebtedness" means, with respect to CGI (including the BioPharma Business), all Liabilities (including all Liabilities in respect of principal, accrued interest, penalties, fees, breakage costs, premiums, expenses or similar charges, including any of the foregoing arising from the discharge of any obligation or payable as a result of the transactions contemplated hereunder or otherwise): (a) all indebtedness of CGI, whether or not contingent, for borrowed money, (b) all obligations of CGI evidenced by notes, bonds, debentures or other similar instruments or debt securities and warrants or other rights to acquire any such instruments or securities, (c) all obligations of CGI issued or assumed as the deferred purchase price of property (other than trade payables or accruals incurred in the Ordinary Course); (d) all obligations of CGI for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction; (e) all obligations of CGI under capital leases and (f) all Indebtedness of others referred to in clauses (a) through (e) hereof guaranteed, directly or indirectly, in any manner by CGI, or in effect guaranteed directly or indirectly by CGI through an agreement (i) to pay or purchase such Indebtedness or to advance or supply funds for the payment or purchase of such Indebtedness, (ii) to purchase, sell or lease (as lessee or lessor) property, or to purchase or sell services, primarily for the purpose of enabling the debtor to make payment of such Indebtedness or to assure the holder of such Indebtedness against loss, (iii) to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether such property is received or such services are rendered), (iv) to grant an Encumbrance on property owned or acquired by CGI, whether or not the obligation secured thereby has been assumed, or (v) otherwise to assure a creditor against loss.

"Indemnified Party" shall have the meaning set forth in Section 7.5.

"Indemnifying Party" shall have the meaning set forth in Section 7.5.

"Independent Accountant" shall have the meaning set forth in Section 2.9(d)(i).

"Intellectual Property" means all of the following anywhere in the world and all legal rights, title or interest in, under or in respect of the following arising under Law, whether or not filed, perfected, registered or recorded and whether now or later existing, filed, issued or acquired, including all renewals: (a) all patents and applications for patents and all related reissues, reexaminations, divisions, renewals, extensions, provisionals, continuations and continuations in part; (b) all copyrights, copyright registrations and copyright applications, copyrightable works and all other corresponding rights; (c) all mask works, mask work registrations and mask work applications and all other corresponding rights; (d) all trade dress and trade names, logos, Internet addresses and domain names, trademarks and service marks and related registrations and applications, including any intent to use applications, supplemental registrations and any renewals or extensions, all other indicia of commercial source or origin and all goodwill associated with any of the foregoing; (e) all inventions (whether patentable or unpatentable and whether or not reduced to practice), know how, technology, technical data, trade secrets, confidential business information, manufacturing and production processes and techniques, research and development information, financial, marketing and business data, pricing and cost information, business and marketing plans, advertising and promotional materials, customer, distributor, reseller and supplier lists and information, correspondence, records, and other documentation, and other proprietary information of every kind; (f) all computer software (including source and object code), firmware, development tools, algorithms, files, records, technical drawings and related documentation, data and manuals; (g) all databases and data collections; (h) all other proprietary rights; and (i) all copies and tangible embodiments of any of the foregoing (in whatever form or medium).

"Inventory" shall have the meaning set forth in Section 2.1(e).

"IP Assignment and License Back Agreement" shall have the meaning set forth in Section 2.7(a)(iv).

"IRS" means the U.S. Internal Revenue Service and, to the extent relevant, the Department of Treasury.

"IT Assets" shall have the meaning set forth in Section 5.22(a).

"Judgment" means any order, injunction, judgment, decree, ruling, assessment or arbitration award of any Governmental Authority or arbitrator.

"June Net Worth" means (a) the aggregate value of the BioPharma Net Worth Assets (including the value of Inventory),*less* (b) the aggregate value of the BioPharma Net Worth Liabilities, in each case as of June 30, 2019 and calculated in accordance with the methodology used in the preparation of the April Financial Schedules.

"June Net Worth Statement" shall have the meaning set forth in Section 2.9(a).

"Knowledge" means, with respect to CGI, the knowledge of the chief executive officer, the members of the executive leadership team and the leaders of the BioPharma Business and what any such individuals should be reasonably expected to have known after a reasonable investigation.

"Law" means any federal, state, local, municipal, foreign, international, multinational, or other constitution, law (including common law), statute, treaty, rule, regulation, ordinance, permit, code or other requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Authority.

"Leased Real Property" means the real property that is leased under and pursuant to the NJ Lease and the NC Lease.

"Liability" includes liabilities, debts or other obligations of any nature, whether known or unknown, absolute, accrued, contingent, liquidated, unliquidated or otherwise, due or to become due or otherwise, whether or not required to be reflected on a balance sheet prepared in accordance with GAAP.

"Loan Documents" shall have the meaning set forth in the Recitals.

"Loss" means any loss, Proceeding, Judgment, damage, fine, penalty, expense (including reasonable attorneys' or other professional fees and expenses and court costs), injury, Liability, Tax, Encumbrance or other cost or expense whatsoever, whether or not involving the claim of another Person.

"Material Adverse Effect" means any event, change, circumstance, effect or other matter that has, or could reasonably be expected to have, either individually or in the aggregate with all other events, changes, circumstances, effects or other matters, with or without notice, lapse of time or both, a material adverse effect on the BioPharma Business, Purchased Assets, Assumed Liabilities, financial condition, operating results or operations of the BioPharma Business,; provided, however, that the following shall not be deemed by itself to constitute a Material Adverse Effect: effects caused by changes or circumstances affecting general market conditions in the U.S. or foreign economies or which are generally applicable to the industry in which the BioPharma Business operates.

"Money Laundering Laws" shall have the meaning set forth in Section 5.10(c).

"NC Lease" means that certain Lease Agreement, by and between Gentris Corporation and Southport Business Park Limited Partnership, dated as of June 12, 2004, as may be amended from time to time.

"New Hire Documents" shall have the meaning set forth in Section 6.3(a).

"NJ Lease" means that certain Office Lease Agreement, by and between Cancer Genetics, Inc. and Meadows Office, L.L.C., dated as of October 9, 2017, as may be amended from time to time.

"Noncontrolling Party" shall have the meaning set forth in Section 7.6(d).

"Non-Transferred Employees" shall have the meaning set forth in Section 6.3(a).

"Notice of Disposition of Collateral" means a notice, substantially in the form of Exhibit J attached hereto.

"Objection Notice" shall have the meaning set forth in Section 7.5(a)(ii).

"OECD Convention" shall have the meaning set forth in Section 5.19(n).

"Offered Employees" shall have the meaning set forth in Section 6.3(a).

"Old Accounts Payable" means Accounts Payable that have been overdue and outstanding for more than sixty (60) days.

"Old Accounts Receivable" means the Accounts Receivable of the BioPharma Business to the extent older than ninety (90) days as of May 31, 2019, less cash receipts through June 21, 2019, as set forth on Schedule 2.10(a).

"Old Accounts Receivable Unpaid Amount" shall have the meaning set forth in Section 2.10(a).

"Ordinary Course" means the ordinary course of the BioPharma Business consistent with past practices.

"Other Business Units" shall have the meaning set forth in the Recitals.

"Party" or "Parties" shall have the meaning set forth in the Preamble.

"Payoff Letters" shall have the meaning set forth in Section 2.7(a)(vii).

"Permitted Encumbrances" means (a) statutory liens of carriers, warehousemen, mechanics, materialmen and other similar Persons incurred in the Ordinary Course for sums not yet due and payable and that do not impair the conduct of the Business or the present or proposed use of the affected property or asset, and (b) statutory liens for current personal property Taxes not yet due and payable and for which adequate reserves have been recorded in line items on the Interim Balance Sheet.

"Person" means an individual or an entity, including a corporation, limited liability company, partnership, trust, unincorporated organization, association or other business or investment entity, or any Governmental Authority.

"PFG Loan and Security Agreement" shall have the meaning set forth in the Recitals.

"PFG Loan Documents" shall have the meaning set forth in the Recitals.

"PhRMA" shall have the meaning set forth in Section 5.19(p).

"Private Programs" means any private non-governmental program, including any private insurance program, in which CGI participates or has participated or from which CGI receives or has received payments or reimbursements.

"Private Sale Transaction" shall have the meaning set forth in the Recitals.

"Proceeding" means any action, arbitration, audit, examination, investigation, hearing, litigation or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, and whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority or arbitrator.

"Prohibited Payment" shall have the meaning set forth in Section 5.19(n).

"Purchase Price" shall have the meaning set forth in Section 2.4(a).

"Purchased Accounts Receivable" shall have the meaning set forth in Section 2.1(a).

"Purchased Assets" shall have the meaning set forth in Section 2.1.

"Purchased Intellectual Property" shall have the meaning set forth in Section 2.1(f).

"Release" means any actual or threatened release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing or allowing to escape or migrate into or through the environment (including indoor and outdoor ambient air, surface water, groundwater, land surface, or subsurface strata, and/or within or migrating into any building structure, facility, or fixture).

"Representatives" means, with respect to a person, the directors, officers, employees, representatives and advisors of such person (including financial advisors, legal counsel and accountants).

"Resolution Period" shall have the meaning set forth in Section 2.9(c).

"Restricted Period" shall have the meaning set forth in Section 6.8(a).

"Restricted Persons" shall have the meaning set forth in Section 6.15(a).

"Retained Liabilities" shall have the meaning set forth in Section 2.3(b).

"Review Period" shall have the meaning set forth in Section 2.9(b).

"RJA" shall have the meaning set forth in Section 2.7(a)(v).

"RJA Declaration" shall have the meaning set forth in Section 2.7(a)(v).

"SEC" means the U.S. Securities and Exchange Commission.

"Securities Act" means the U.S. Securities Act of 1933, as amended.

"Seller" shall have the meaning set forth in the Preamble.

"Seller Claims" shall have the meaning set forth in Section 6.25(e).

"Seller Disclosure Schedules" shall have the meaning set forth in Article 3.

"Seller Indemnified Parties" shall have the meaning set forth in Section 7.2.

"Seller Releasees" shall have the meaning set forth in Section 6.25(e).

"Solvent", when used with respect to any Person, means that, as of any date of determination, (a) the amount of the "fair saleable value" of the assets of such Person on a going concern basis will, as of such date, exceed (i) the value of all "liabilities of such Person, including contingent and other liabilities" as of such date, as such quoted terms are generally determined in accordance with applicable United States federal laws governing determinations of the insolvency of debtors and (ii) the amount that will be required to pay the probable liabilities of such Person on its existing debts (including contingent liabilities) as such debts become absolute and matured, (b) such Person will not have, as of such date, an unreasonably small amount of capital for the operation of the businesses in which it is engaged or proposed to be engaged following such date and (c) such Person will be able to pay its liabilities, including contingent and other liabilities, as they mature. For purposes of this definition, each of the phrases "not have an unreasonably small amount of capital for the operation of the businesses in which it is engaged or proposed to be engaged" and "able to pay its liabilities, including contingent and other liabilities, as they mature" means that such Person will be able to generate enough cash from operations, asset dispositions or refinancing, or a combination thereof, to meet its obligations as they become due.

"Specified Sections" means Article 4 and Section 6.23.

"Statement of Objections" shall have the meaning set forth in Section 2.9(c).

"Subsidiary" means, with respect to any Person, any corporation, partnership, association, limited liability company, unlimited liability company or other business entity of which (a) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (b) if a partnership, association, limited liability company, or other business entity, a majority of the partnership or other similar ownership interests thereof is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a partnership, association, limited liability company or other business entity if such Person or Persons are allocated a majority of partnership, association, limited liability company or other business entity gains or losses or otherwise control the managing director, managing member, general partner or other managing Person of such partnership, association, limited liability company or other business entity.

"SVB" shall have the meaning set forth in the Recitals.

"SVB Loan and Security Agreement" shall have the meaning set forth in the Recitals.

"SVB Loan Documents" shall have the meaning set forth in the Recitals.

"Tangible Personal Property" means all machinery, equipment, tools, furniture, office equipment, computer hardware, supplies, materials, vehicles and other items of tangible personal property (other than Inventories) of every kind owned or leased by CGI and used in the BioPharma Business (including the Equipment Leases), together with any express or implied warranty by the manufacturers or CGI or lessors of any item or component part thereof, to the extent such warranty is transferable to the Buyer, and all service or maintenance Contracts and records, customer support Contracts and other documents relating thereto.

"Tax" means (a) any federal, state, local, foreign or other tax, charge, fee, duty (including customs duty), levy or assessment, including any income, gross receipts, net proceeds, alternative or add-on minimum, corporation, ad valorem, turnover, real property, personal property (tangible or intangible), sales, use, franchise, excise, value added, stamp, leasing, lease, user, transfer, fuel, excess profits, profits, occupational, premium, interest equalization, windfall profits, severance, license, registration, payroll, environmental (including taxes under Section 59A of the Code), capital stock, capital duty, disability, estimated, gains, wealth, welfare, employee's income withholding, other withholding, unemployment or social security or other tax of whatever kind (including any fee, assessment or other charges in the nature of or in lieu of any tax) that is imposed by any Governmental Authority, (b) any interest, fines, penalties or additions resulting from, attributable to, or incurred in connection with any items described in this paragraph or any related contest or dispute and (c) any items described in this paragraph that are attributable to another Person but that CGI or any BP Subsidiary are liable to pay by Law, by Contract or otherwise, whether or not disputed.

"Tax Return" means any report, return, filing, declaration, claim for refund, or information return or statement related to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Third Party Claim" shall have the meaning set forth in Section 7.6(a).

"Tipping Basket" shall have the meaning set forth in Section 7.8(e).

"Top Customers" shall have the meaning set forth in Section 5.11(a)(ii).

"Top Suppliers" shall have the meaning set forth in Section 5.11(a)(i).

"Total Payoff Amounts" shall have the meaning set forth in Section 2.8.

"Transfer Taxes" shall have the meaning set forth in Section 6.13.

"Transferred Employees" shall have the meaning set forth in Section 6.3(a).

"Transition Period" shall have the meaning set forth in Section 6.3(b).

"Transition Services Agreement" shall have the meaning set forth in Section 2.7(a)(i).

"Transition Services Expiration Date" shall have the meaning set forth for such term in the Transition Services Agreement.

"Transition Services Payroll End Date" shall have the meaning set forth for such term in the Transition Services Agreement.

"UCC" means the Uniform Commercial Code as enacted in all relevant jurisdictions.

"U.K. Bribery Act" shall have the meaning set forth in Section 5.19(n).

"Undisclosed BP Material Contracts" shall have the meaning set forth in Section 2.1(m).

"Undisputed Amounts" shall have the meaning set forth in Section 2.9(d)(i).

"Updates" shall have the meaning set forth in Section 5.22(a).

"WARN" shall have the meaning set forth in Section 5.15(e).

Section 1.2. Construction. Any reference in this Agreement to an "Article," "Section," "Exhibit" or "Schedule" refers to the corresponding Article, Section, Exhibit or Schedule of or to this Agreement, unless the context indicates otherwise. The table of contents and the headings of Articles and Sections are provided for convenience only and are not intended to affect the construction or interpretation of this Agreement. All words used in this Agreement are to be construed to be of such gender or number as the circumstances require. The words "including," "includes," or "include" are to be read as listing non-exclusive examples of the matters referred to, whether or not words such as "without limitation" or "but not limited to" are used in each instance. Where this Agreement states that a party "shall", "will" or "must" perform in some manner or otherwise act or omit to act, it means that the party is legally obligated to do so in accordance with this Agreement. Any reference to a statute is deemed also to refer to any amendments or successor legislation as in effect at the relevant time. Any reference to a Contract or other document as of a given date means the Contract or other document as amended, supplemented and modified from time to time through such date. The word "or" shall be construed to mean "and/or" unless the context clearly prohibits that construction.

ARTICLE 2
THE TRANSACTION

Section 2.1. Purchase and Sale of Purchased Assets. Pursuant to UCC§ 9-610 and in accordance with the provisions of this Agreement and except for the Excluded Assets as set forth in Section 2.2, at the Closing, the Seller will irrevocably sell, convey, assign, and transfer to the Buyer, and the Buyer will purchase and acquire from the Seller, all right, title and interest of CGI, free and clear of the Seller's Encumbrances, any other interests of the Seller, SVB's Encumbrances, and any other Encumbrance except for Permitted Encumbrances, in and to all of the properties and assets of CGI of every kind and description, whether real, personal or mixed, tangible or intangible, and wherever located, used or held for use in connection with, necessary for or relating to the BioPharma Business (collectively, the "Purchased Assets"), without recourse other than as provided and limited in Article 7 of this Agreement, and without representations or warranties of the Seller of any kind, express or implied, including, without limitation, any warranties as to title, possession, existence, quiet enjoyment, non-infringement, merchantability, value, useful life, fitness for intended use, or similar representations and warranties, other than the representations and warranties of the Seller set forth in Article 3 of this Agreement, including the following:

(a) all notes and Accounts Receivable of the BioPharma Business arising from the conduct of the BioPharma Business (collectively, "Purchased Accounts Receivable"), including such receivables as set forth on Schedule 2.1(a);

(b) all BP Material Contracts listed on Schedule 2.1(b) hereto and all other Contracts that would constitute BP Material Contracts if the monetary limitations in Section 5.11(a) were removed (collectively, the "Assumed BP Material Contracts");

(c) subject to the provisions of the Transition Services Agreement, the NJ Lease and the NC Lease, including all rights thereunder, all improvements and fixtures on the property leased thereunder, and each of the equipment leases set forth on Schedule 2.1(c) (such leases, collectively, "Equipment Leases");

(d) all Tangible Personal Property, including those items described in Schedule 2.1(c);

(e) all inventories used or held for use in connection with, or relating to the BioPharma Business, wherever located, including all work in process, raw materials, reagents and all other materials and supplies to be used in the production of finished goods, including such inventory as set forth on Schedule 2.1(e) (collectively "Inventory");

(f) (i) all right, title and interest in and to CGI's Laboratory Information Management Systems (LIMS) and all passwords and data associated therewith or related thereto (other than data from CGI's clinical division related to patients and/or that contains individually identifiable health information or similar information that CGI is foreclosed or restricted from sharing or transferring by Law or that is owned by customers of the BioPharma Business), (ii) all Intellectual Property owned, created, acquired, licensed or used by CGI in connection with the BioPharma Business, and any servers, passwords or data systems owned, leased or otherwise under the control of CGI, used in connection with or related, directly or indirectly, to the BioPharma Business (including as set forth on Schedule 2.1(f)(i)), and (iii) all rights, including Intellectual Property rights, to and in the "Cancer Genetics" name ((i), (ii), and (iii), collectively, the "Purchased Intellectual Property"), and all other intangible rights, including all goodwill associated with the BioPharma Business or the Purchased Assets, including the Intellectual Property set forth in Section 2.1(f)(ii), but expressly excluding all Intellectual Property solely used in connection with the Other Business Units, subject to the terms of the Transition Services Agreement;

(g) all rights under any confidentiality, non-disclosure, non-competition, non-solicitation, no-hire, assignment of inventions or similar agreements with current or former employees ("Former Employees") who provided services to the BioPharma Business and/or participated in the development of the BioPharma Business;

(h) all Governmental Authorizations, including BP Licenses, and all pending applications therefor or renewals thereof, in each case to the extent transferable to the Buyer (but if any Governmental Authorization cannot be transferred, the Seller and CGI each agrees to cooperate with and reasonably assist the Buyer in obtaining such Governmental Authorization, provided, that, CGI shall not be required to make any payment or incur any out-of-pocket expense in connection therewith), including all permits and Environmental Permits, which are held by CGI and related to the conduct of the BioPharma Business as currently conducted or for the ownership and use of the Purchased Assets;

(i) originals, to the extent available, and to the extent such original copies are not available, copies of such Business Records;

(j) goodwill relating to the BioPharma Business and the Purchased Assets;

(k) all rights relating to deposits and prepaid expenses, claims for refunds and rights to offset in respect thereof (other than any security deposits under the NC Lease and the NJ Lease), that are not excluded under Section 2.2(a);

(l) all claims and rights of CGI against any other Person and relating to the BioPharma Business or the Purchased Assets, whether choate or inchoate, known or unknown, contingent or non-contingent, and including rights to enforce confidentiality obligations;

(m) all rights relating to Contracts required to be disclosed onSection 5.11(a) of the CGI Disclosure Schedule that are: (i) used or held for use in connection with, necessary for or relating to the BioPharma Business; and (ii) not listed on Section 5.11(a) of the CGI Disclosure Schedule (collectively, the "Undisclosed BP Material Contracts"); and

(n) all other rights (including attorney-client privilege primarily related to the BioPharma Business), claims or cause of action of CGI relating to the BioPharma Business, the Purchased Assets or the Assumed Liabilities as of the Closing.

Notwithstanding the foregoing, to the extent any such Purchased Assets are not included in the Notice of Disposition of Collateral, any such Purchased Assets may not be transferred pursuant to the UCC or the Seller does not have a properly perfected and valid security interest in and lien on any Purchased Asset, those assets will be transferred directly to the Buyer by CGI under the Company Bill of Sale. The transfer of the Purchased Assets pursuant to this Agreement does not include the assumption of any Liability related to the Purchased Assets unless the Buyer expressly assumes that Liability pursuant to Section 2.3(a).

Section 2.2. Excluded Assets. Notwithstanding anything to the contrary in Section 2.1 or elsewhere in this Agreement, all assets of CGI and or their respective Affiliates (including, any business, assets, Intellectual Property, or other property of the Seller or CGI and their Affiliates that are not related to the BioPharma Business (including those solely related to the Clinical Business and the Discovery Business)), other than the Purchased Assets, are excluded from the Private Sale Transaction, including without limitation the following (collectively, the "Excluded Assets"):

(a) all outstanding Accounts Receivable of CGI relating to the Other Business Units;

(b) originals or copies of all minute books, non-classified records, stock ledgers and Tax records of CGI (excluding originals (to the extent available) of Business Records), and the originals of any other materials that CGI are required by Law to retain;

(c) all certificates for insurance, binders for insurance policies and insurance, and claims and rights thereunder and proceeds thereof;

(d) all claims for refund of Taxes and of other governmental charges of whatever nature arising out of CGI's operation of the BioPharma Business or ownership of the Purchased Assets prior to the Closing;

(e) all rights of CGI under this Agreement, the Ancillary Agreements and any other documents, instruments or certificates executed in connection with the transactions contemplated by this Agreement;

(f) all Intellectual Property of CGI or its Affiliates (other than that conveyed in Section 2.1(f)), including the FHACT and TOO clinical tests;

(g) any tangible personal property or equipment unrelated to the BioPharma Business that was sold to the Clinical Business Buyer in the Clinical Business Transaction;

(h) the capital stock or equity securities of any Subsidiaries of CGI; and

(i) those assets listed as exceptions from the Notice of Disposition of Collateral.

Section 2.3. Liabilities.

(a) Assumed Liabilities. In accordance with the provisions of this Agreement, at the Closing, the Buyer will assume and pay, perform and discharge when due only the following Liabilities of CGI (collectively, the "Assumed Liabilities"), and no other Indebtedness or Liabilities:

(i) all Liabilities of CGI now due or arising after the Closing under the Assumed BP Material Contracts and all Liabilities of CGI arising after the Closing under any Undisclosed BP Material Contract solely to the extent that such Undisclosed BP Material Contract is validly assigned to and assumed by the Buyer following the date of this Agreement (each, an "Assigned Undisclosed BP Material Contract") (except for any Liability arising out of or relating to (*x*) any breach of, or failure to comply with, prior to the Closing, any covenant or obligation in any such Contract or (*y*) any event that occurred prior to the Closing which, with or without notice, lapse of time or both, would constitute such a breach or failure);

(ii) all unpaid Liabilities of CGI reflected on the April Financial Schedules and the June Net Worth Statement;

(iii) all of the unpaid Accounts Payable set forth on Schedule 2.3 or as adjusted for the June Net Worth Statement (collectively, the "Assumed Accounts Payable");

(iv) all unpaid Liabilities of CGI relating to the BioPharma Business (i) incurred in the Ordinary Course and (ii) determined by the Buyer, in its sole discretion, to be critical to the BioPharma Business, which shall be set forth on Schedule 2.3(a)(iv);

(v) pre-Closing Liabilities for sales tax owed by CGI in the aggregate amount of up to six percent (6.0%) of the Inventory valued as of April 30, 2019, which calculation for sales tax liability shall be subject to adjustment in Section 2.9 for Inventory valued as of June 30, 2019; and

(vi) except as otherwise set forth in Section 6.4 or constituting Retained Liabilities, all other Liabilities arising from and after the Closing Date out of the operation of the BioPharma Business.

The Parties acknowledge and agree that there may be duplication of Liabilities, whether in whole or in part, assumed under Section 2.3(a)(ii), the Assumed Accounts Payable and Schedule 2.3(a)(iv).

(b) Retained Liabilities. Notwithstanding any other provision of this Agreement or any other writing to the contrary, and regardless of any information disclosed to the Buyer or any of its Affiliates or representatives, the Buyer does not assume and has no responsibility for any Liabilities or Indebtedness that are not Assumed Liabilities (such unassumed Liabilities, collectively, the "Retained Liabilities"), which Retained Liabilities shall include, without limitation:

(i) all Liabilities arising out of or relating to any Excluded Asset;

(ii) all Liabilities relating to or arising out of CGI's intercompany Indebtedness, outstanding checks, Taxes (including relating to the prior sale of New Jersey net operating losses) and any transfer Taxes associated with the sale of the Purchased Assets, intercompany payables, pre-Closing awards, bonuses, deferred or accrued compensation, pre-Closing severance obligations, earn-out obligations and contingent payments;

(iii) all workers compensation Liabilities, Liabilities arising from any misclassification of employees under the Fair Labor Standards Act or comparable state or local Laws, and WARN-related Liabilities, in each case with respect to events, acts or omissions occurring on or prior to the Closing Date;

(iv) except as provided by Section 6.4, all accrued payroll vacation (PTO) and other employee benefit plans or Liabilities under any CGI Benefit Plan;

(v) tort Liabilities and Liability for all pending and future Proceedings (including any litigation listed on Section 5.7 of the CGI Disclosure Schedule);

(vi) CGI stock warrant-related Liabilities;

(vii) all existing pension and retiree health Liabilities under any CGI Benefit Plan;

(viii) all Liabilities for borrowed money, including arising out of the SVB Loan Documents, the PFG Loan Documents and any related arrangements;

(ix) all Indebtedness except as reflected in the April Financial Statements;

(x) all bulk sale Tax Liabilities;

(xi) all pre-Closing Liabilities existing under, arising out of, or relating to all leases and other contractual obligations (other than as set forth in Section 2.3(a));

(xii) all Liabilities relating to brokers' fees or investment banking fees, including those relating to RJA;

(xiii) all Liabilities (including fees and expenses) relating to legal services, accounting services, consultant services, financial advisory services, investment banking services or any other professional service;

(xiv) all Liabilities relating to any Undisclosed BP Material Contract, until such time that such Undisclosed BP Material Contract is validly assigned to and assumed by the Buyer following the date of this Agreement; and

(xv) any claim, obligation or other Liability arising out of any pre-Closing condition, occurrence, act or omission including, but not limited to any such claim, obligation or Liability arising under Environmental Laws or otherwise relating to environmental conditions at, on or beneath the real property.

For the avoidance of doubt, and without limiting the generality of the foregoing, CGI shall retain ownership and all responsibility and Liability for all Liabilities relating to the conduct by CGI or CGI's Affiliates of the Other Business Units or use of any of the Purchased Assets arising in any period prior to the Closing Date (except for any Assumed Liability).

Section 2.4. Purchase Price; Estimated Closing Cash Consideration.

(a) As consideration for the transactions contemplated by this Agreement, the Buyer shall pay to the Seller or its designee/assignee Twenty One Million Five Hundred Twenty One Thousand Seven Hundred and Sixty U.S. Dollars ($21,521,760) (the "Base Purchase Price"), of which Seven Million Six Hundred Ninety Two Thousand Three Hundred U.S. Dollars ($7,692,300) shall be in the form of a promissory note issued by the Buyer to CGI (as designee/assignee of the Seller), in the form attached as Exhibit H hereto (such note, the "Excess Consideration Note"), payable in accordance with Section 2.8(b) and the balance by wire transfers to accounts designated by the Seller and CGI (as designee/assignee of the Seller) as further and finally adjusted in accordance with the terms of this Article 2 (the "Purchase Price"). For the avoidance of doubt, the Base Purchase Price shall represent an agreed upon reduction of the original unadjusted purchase price of Twenty Three Million Five Hundred Thousand U.S. Dollars ($23,500,000), by One Million Eight Hundred Seven Thousand Seven Hundred U.S. Dollars ($1,807,700) for certain accounts payable of the BioPharma Business older than sixty (60) days, and a further reduction of $170,540, representing the unpaid rent as of June 30, 2019 due under the NJ Lease and the NC Lease in the amounts of $123,000 and $47,540, respectively, which unpaid rent shall be paid to the applicable landlords by the Buyer following the Closing in connection with the assignment and assumption of the NJ Lease and the NC Lease.

(b) Attached hereto as Exhibit E is a statement (the "Estimated Closing Statement"), which sets forth (i) the April Net Worth; (ii) the Total Payoff Amounts and (iii) the Estimated Closing Cash Consideration.

Section 2.5. Allocation of Purchase Price and Assumed Liabilities. The Purchase Price and Assumed Liabilities will be allocated by the Buyer in a manner consistent with Section 1060 of the Code after the Closing based on the final June Net Worth Statement (the "Allocation"). The Buyer will share the Allocation with the Seller and CGI prior to filing IRS Form 8594, and will consider comments related to the Allocation by the Seller or CGI. After the Closing, the parties will make consistent use of the Allocation, fair market values and useful lives for all Tax purposes and in all filings, declarations and reports with the IRS in respect thereof, including the reports required to be filed under Section 1060 of the Code. Within ninety (90) days after the date the Purchase Price is determined, the Buyer will prepare and deliver IRS Form 8594 to (i) the Seller to be filed with the IRS and (ii) CGI. Any adjustment to the Purchase Price will be allocated in accordance with Section 1060 of the Code. In any Proceeding related to the determination of any Tax, neither the Buyer nor the Seller will contend or represent that such allocation is not a correct allocation.

Section 2.6. Closing. The closing of the transactions contemplated by this Agreement (the "Closing") will take place remotely via the electronic exchange of documents and signatures on the date hereof (the "Closing Date") and all transfers and deliveries required to be made hereunder at the Closing shall be deemed to take place simultaneously and to be effective as of 11:59pm ET on the Closing Date.

Section 2.7. Closing Deliveries.

(a) At the Closing, the Seller and/or CGI will deliver or cause to be delivered to the Buyer:

(i) a transition services Agreement by and between the Buyer and CGI (the "Transition Services Agreement") in substantially the form of Exhibit F attached hereto;

(ii) a bill of sale in substantially the form of Exhibit B attached hereto (the "Bill of Sale"), duly executed and delivered by the Seller;

(iii) an assignment and assumption agreement by and between the Buyer and CGI in substantially the form of Exhibit C attached hereto (the "Assignment and Assumption Agreement"), duly executed and delivered by CGI and applicable Subsidiaries of CGI;

(iv) an assignment and assumption and license-back agreement in respect of the Purchased Intellectual Property in substantially the form of Exhibit D attached hereto (the "IP Assignment and License Back Agreement"), duly executed and delivered by the Seller;

(v) a declaration by Raymond James & Associates, Inc. ("RJA") issued to CGI and the Seller (with a copy delivered by CGI to the Buyer) that summarizes the marketing process it has run for CGI, in sufficient detail to permit CGI to assess the adequacy of the process and the Seller to consider the commercial reasonableness of a private foreclosure sale to the Buyer, it being understood that such summary shall generally describe (with such redactions as are necessary to comply with the terms of any existing confidentiality agreements), the period(s) during which the marketing process occurred, the number of parties contacted, the number of parties that executed non-disclosure agreements, the number of parties that engaged in diligence, bids received to date and assets bid on (the "RJA Declaration");

(vi) UCC-3 termination statements terminating all financing statements filed against CGI, except with respect to the Equipment Leases;

(vii) payoff letters and releases (in form and substance reasonably satisfactory to the Buyer) in respect of all debt repayment amounts set forth on Section 2.7(a)(vii) of the CGI Disclosure Schedule, and evidence of the release of Encumbrances, if any, associated with such amounts or evidence reasonably satisfactory to the Buyer and IDXG that upon receipt of the applicable payoff amount, the holder of Indebtedness thereof will release such Encumbrances (collectively, the "Payoff Letters");

(viii) an assignment and assumption agreement by and between the Buyer and CGI in substantially in the form of Exhibit G attached hereto (the "Equipment Lease Assignment and Assumption Agreement"), duly executed and delivered by CGI and/or applicable Subsidiaries of CGI;

(ix) the Consents and Government Authorizations set forth in Schedule 2.7(a)(ix) (collectively, "Closing Consents"), each in form and substance reasonably acceptable to the Buyer;

(x) the Funds Flow, duly executed by Seller and CGI;

(xi) the Excess Consideration Note, duly executed by the Seller;

(xii) affidavits from each of Seller, CGI and Gentris, LLC of non-foreign status, satisfying the requirements of Treasury Regulations Section 1.445-2(b); and

(xiii) a bill of sale in substantially the form of Exhibit K attached hereto (the "Company Bill of Sale"), duly executed and delivered by CGI and/or applicable Subsidiaries of CGI.

(b) At the Closing, the Buyer will deliver, or cause to be delivered, to the Seller or its designee/assignee:

(i) by wire transfer of immediately available funds, the payments required by, and in accordance with, Section 2.8; and

(ii) the Bill of Sale, the Company Bill of Sale, the Assignment and Assumption Agreement, the IP Assignment and License-Back Agreement, the Transition Services Agreement, the Equipment Lease Assignment and Assumption Agreement, the Excess Consideration Note and the Funds Flow, each duly executed and delivered by the Buyer.

(c) At the Closing, the Buyer will deliver, or cause to be delivered to CGI: the Bill of Sale, the Company Bill of Sale, the Assignment and Assumption Agreement, the IP Assignment and License-Back Agreement, the Equipment Lease Assignment and Assumption Agreement and the Transition Services Agreement, in each case duly executed and delivered by the Buyer.

(d) At the Closing, the Seller will deliver, or cause to be delivered, to CGI (i) evidence, reasonably satisfactory to CGI, of the release of all Encumbrances held by, or existing in respect of Indebtedness due to the Seller and SVB, and (ii) by wire transfer of immediately available funds, the applicable payment amounts set forth on the Funds Flow in accordance with Section 2.8.

Section 2.8. Closing Payments; Consideration.

(a) At the Closing, the Buyer shall pay, or cause to be paid, by wire transfer of immediately available funds, to the applicable accounts and in accordance with the wire instructions designated by the Seller, the following (collectively, the "Closing Cash Payments"): (i) payoff amounts to SVB on behalf of the Seller and/or CGI, in accordance with the terms set forth in its Payoff Letter (and which, for the avoidance of doubt, *exclude* payoff amounts under the PFG Loan Documents), (ii) payments to Lowenstein Sandler LLP and RJA, on behalf of the Seller and/or CGI, of the applicable amounts set forth on the Funds Flow (the amounts in sub-clauses (i) and (ii) collectively, the "Total Payoff Amounts"); and (iii) the Estimated Closing Cash Consideration to the Seller, which amount the Seller shall immediately remit to CGI (and/or as directed in writing by CGI) in accordance with Section 6.5 after the deduction therefrom of any payoff amounts due to the Seller under the PFG Loan Documents.

(b) At the Closing, the Buyer shall issue the Excess Consideration Note, in the form of Exhibit H attached hereto, to CGI (as designee/assignee of the Seller).

(c) Following the Closing, immediately following receipt of the Estimated Closing Cash Consideration, the Seller shall use such proceeds to pay off the payoff amounts under the PFG Loan Documents and any other payments required to be made under the UCC and thereafter remit any excess payments (including any amounts if and when received on account of Section 2.8(a)) to CGI in accordance with Article 9 of the UCC.

Section 2.9. Post-Closing Adjustment for Net Worth.

(a) Within forty-five (45) days after the Closing Date, CGI shall prepare and deliver to the Buyer a statement setting forth its calculation of the June Net Worth, which shall be limited to the same categories, accounts and counterparties listed on the April Financial Schedules; provided however, such June Net Worth Statement shall also include a listing of the Inventory valued as of June 30, 2019 (the "June Net Worth Statement").

(b) Examination. After receipt of the June Net Worth Statement, the Buyer shall have up to fifteen 15 days (the "Review Period") to review the June Net Worth Statement. During the Review Period, the Buyer and their accountants shall have full access to the relevant books and records of CGI, the personnel of, and work papers prepared by, CGI and/or CGI's accountants and advisors to the extent that they relate to the June Net Worth Statement and to such historical financial information (to the extent in CGI's possession) relating to the June Net Worth Statement as the Buyer may reasonably request for the purpose of reviewing the June Net Worth Statement and to prepare a Statement of Objections (as such term is defined below), provided, that, such access shall be in a manner that does not interfere with the normal business operations of CGI.

(c) Objection. On or prior to the last day of the Review Period, the Buyer may object to the June Net Worth Statement by delivering to CGI a written statement setting forth the Buyer's objections in reasonable detail, indicating each disputed item or amount and the basis for the Buyer's disagreement therewith (the " Statement of Objections"). If the Buyer fails to deliver the Statement of Objections before the expiration of the Review Period, the June Net Worth Statement and the Net Worth Adjustment, as the case may be, reflected in the June Net Worth Statement shall be deemed to have been accepted by the Buyer. If the Buyer delivers the Statement of Objections before the expiration of the Review Period, the Buyer and CGI shall negotiate in good faith to resolve such objections within fifteen (15) days after the delivery of the Statement of Objections (the "Resolution Period"), and, if the same are so resolved within the Resolution Period, the June Net Worth Statement with such changes as may have been previously agreed in writing by the Buyer and CGI, shall be final and binding.

(d) Resolution of Disputes.

(i) If CGI and Buyer fail to reach an agreement with respect to all of the matters set forth in the Statement of Objections before expiration of the Resolution Period, then for any amounts remaining in dispute ("Disputed Amounts" and any amounts not so disputed, the "Undisputed Amounts"), the Buyer and CGI shall appoint by mutual agreement the office of an impartial nationally recognized firm of independent certified public accountants (the "Independent Accountant") who, acting as experts and not arbitrators, shall resolve the Disputed Amounts only and make any adjustments to the June Net Worth Statement in accordance with this Section 2.9(d); provided, that, if the Buyer and CGI are unable to agree on such firm within fifteen (15) days, then the New York office of Ernst & Young LLP shall be deemed to be the Independent Accountant. The Independent Accountant shall only decide the specific items under dispute by the Parties and their decision for each Disputed Amount must be within the range of values assigned to each such item in the June Net Worth Statement and the Statement of Objections, respectively. The fees and expenses of the Independent Accountant shall be paid by CGI, on the one hand, and the Buyer, on the other hand, based upon the percentage that the amount actually contested but not awarded to CGI or the Buyer, respectively, bears to the aggregate amount actually contested by CGI and the Buyer.

(ii) The Independent Accountant shall make a determination as soon as practicable within thirty (30) days (or such other time as the Parties shall agree in writing) after their engagement, and their resolution of the Disputed Amounts and their adjustments to the June Net Worth Statement shall be conclusive and binding upon the Parties.

(e) If the June Net Worth, as finally determined pursuant to this Section 2.9, is greater than the April Net Worth, then the Buyer shall, within five (5) Business Days of finalizing the June Net Worth pursuant this Section 2.9, pay to CGI dollar for dollar the amount of such difference, such amount not to exceed Seven Hundred and Seventy-Five Thousand U.S. Dollars ($775,000), by increasing the principal amount of the Excess Consideration Note by such amount.

(f) If the April Net Worth is greater than the June Net Worth, then Buyer shall be paid the amount of such difference, such amount not to exceed Seven Hundred and Seventy-Five Thousand U.S. Dollars ($775,000), by decreasing the amounts due under the Excess Consideration Note by such amount, within five (5) Business Days of finalizing the June Net Worth pursuant to this Section 2.9.

(g) For the avoidance of doubt, if the April Net Worth is equal to the June Net Worth, there shall be no adjustment.

(h) Notwithstanding anything set forth herein, upon the maturity of the Excess Consideration Note as a result of the IDXG Shareholder Approval and consummation of the Ampersand Second Closing under the Ampersand Financing Documents, the Buyer shall immediately pay any then Undisputed Amounts to CGI, and the Buyer may withhold payment of Disputed Amounts (and any interest thereon) until the final June Net Worth is determined hereunder and such Disputed Amounts (and any interest thereon) accordingly are released to CGI or retained by the Buyer.

(i) Adjustments for Tax Purposes. Any payments made pursuant to this Section 2.9 or Section 2.10 shall be treated as an adjustment to the Purchase Price by the parties for Tax purposes, unless otherwise required by Law.

Section 2.10. Post-Closing Adjustment for Old Accounts Receivable.

(a) On or prior to January 15, 2020, the Buyer will prepare in good faith, with CGI's consultation and cooperation, a listing of the amounts of the Old Accounts Receivable still uncollected as of December 31, 2019 (such aggregate amount, the "Old Accounts Receivable Unpaid Amount"). If the Excess Consideration Note has not matured in accordance with its terms prior to the Transition Services Payroll End Date, the Buyer shall decrease the amount due under the Excess Consideration Note by an amount equal to the Old Accounts Receivable Unpaid Amount.

(b) In the event that the Excess Consideration Note matures and is required to be paid in accordance with its terms prior to the date on which the Old Accounts Receivable Unpaid Amount has been determined above, then the Buyer shall be entitled to reduce the amount paid to CGI at such time under the Excess Consideration Note, subject to Section 7.4, by, and to deposit with the Buyer or its Affiliates in a separate account, an amount equal to the Buyer's estimate or determination of the amounts of the Old Accounts Receivable still uncollected or which will be uncollected as of September 30, 2019 (as calculated and determined in the Buyer's reasonable good faith judgment, the "AR Holdback"). After the final Old Accounts Receivable Unpaid Amount at December 31, 2019 is determined pursuant to Section 2.10(a) above, any amounts then remaining in the AR Holdback account shall thereafter be released to CGI or the Buyer, as applicable, as promptly as practicable after, and consistent with, the final resolution of the Old Accounts Receivable Unpaid Amount, in immediately available funds and deposited in such account designated by CGI or the Buyer, as applicable, in writing.

(c) It is understood that to avoid double counting, no bad debt reserve or other adjustment shall be made with respect to the Old Accounts Receivable when determining the June Net Worth.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller represents and warrants to the Buyer that as of the Closing Date the statements set forth in this Article 3 are true and correct, except as set forth on the disclosure schedule delivered by the Seller to the Buyer concurrently with the execution and delivery of this Agreement and dated as of the date of this Agreement (the "Seller Disclosure Schedule"):

Section 3.1. Organization and Good Standing. The Seller is a limited partnership duly formed, validly existing and in good standing under the Laws of the State of Delaware, having all requisite organizational power and authority to execute, deliver, and perform the transactions contemplated hereby.

Section 3.2. Authority and Enforceability.

(a) The Seller has all requisite organizational power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary company action on the part of the Seller. The Seller has duly and validly executed and delivered this Agreement. This Agreement constitutes the valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms, except as limited by the Bankruptcy Exceptions.

(b) The Seller has all requisite organizational power and authority to execute and deliver each Ancillary Agreement to which it is a party and to perform its obligations under each such Ancillary Agreement. The execution, delivery and performance of each Ancillary Agreement and the consummation of the transactions contemplated thereby have been duly authorized by all necessary organizational action on the part of the Seller. On or prior to the Closing, the Seller will have duly and validly executed and delivered each Ancillary Agreement to which it is a party. Upon execution and delivery, each Ancillary Agreement to which the Seller is a party will constitute the valid and binding obligation of the Seller executing such, enforceable against the Seller in accordance with its terms except as limited by Bankruptcy Exceptions.

Section 3.3. No Conflict. Neither the execution, delivery and performance of this Agreement or any Ancillary Agreement to which it is a party, nor the consummation of the transactions contemplated hereby or thereby, does or will violate or conflict with the terms of any contract by which Seller is bound.

Section 3.4. Security Interest; Foreclosure Rights. (a) The Seller has a valid, enforceable and properly perfected second priority lien upon and security interest in CGI's rights and interest in all of the Purchased Assets, junior only to the Encumbrance of SVB and Permitted Encumbrances; (b) one or more defaults under the Loan Documents have occurred and are continuing; (c) the Seller has properly accelerated the Indebtedness owed to it by CGI under the Loan Documents and such Indebtedness is currently due and owing in full to the Seller; (d) the Seller has not amended or modified the PFG Loan Documents so as to limit its right to enter into this Agreement with the Buyer to sell and convey CGI's rights and interest in the Purchased Assets; and (e) the Seller has the right and is entitled to enforce its security interest by foreclosure sale, and has taken all steps required under the PFG Loan Documents and applicable Law to transfer to the Buyer by foreclosure sale all of CGI's rights and interest in the Purchased Assets, free and clear of the Encumbrance of the Seller and any Encumbrance subordinate to the Encumbrance of the Seller pursuant to §9-617 of the UCC. Except as set forth on Section 3.4 of the Seller Disclosure Schedule, Seller has received no "authenticated notification of a claim of an interest" (as that phrase is used in UCC Section 9-611) in any of the Purchased Assets.

Section 3.5. Notices of Private Sale; Automatic Stay.

(a) The Seller served a Notice of Disposition of Collateral, in the form previously provided to the Buyer, addressed to those persons on the mailing list attached to said Notices, prior to the execution of this Agreement by any of the Parties, and has otherwise complied with all applicable legal requirements to conduct and consummate the Private Sale Transaction, except to the extent such legal requirements may be waived under applicable Law and have been waived by CGI and any other persons required to waive any such legal requirements.

(b) The Seller has complied with all applicable provisions of the Loan Documents and the UCC, including having conducted the foreclosure sale in a commercially reasonable manner pursuant to UCC § 9-610(b) and providing the notices required by UCC § 9-611.

(c) The sale of the Purchased Assets by the Seller and consummation of the transactions contemplated hereby are not prohibited by any stay or injunction in any litigation, governmental action, or other Proceeding, including any "automatic stay" under 11 U.S.C. § 362.

Section 3.6. Brokers or Finders. Neither the Seller, nor any Person acting on behalf of the Seller, has incurred any Liability to pay any fees or commissions to any broker, finder or agent or any other similar payment in connection with any of the transactions contemplated by this Agreement. Any broker fee payable by CGI in connection with the transaction contemplated hereby shall be paid as set forth in Section 2.8(a).

Section 3.7. Disclosure. No representation or warranty of the Seller in this Agreement, and no statement made by the Seller in the Seller Disclosure Schedule, the Ancillary Agreements to which it is a party, or any certificate, instrument or other document delivered by or on behalf of the Seller pursuant to this Agreement or any Ancillary Agreement to which it is a party, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they were made, not misleading.

Section 3.8. Legal Proceedings. There are no pending Proceedings (a) by or against the Seller that relate to the PFG Loan Documents or related documents or related to or could reasonably be expected to affect the BioPharma Business or the Purchased Assets or (b) by or against any of the directors or officers of the Seller in their capacities as such and that relate to the PFG Loan Documents or related documents or that relate to or could reasonably be expected to affect the BioPharma Business, the Purchased Assets or the Assumed Liabilities.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE BUYER AND IDXG

The Buyer and IDXG represent and warrants to the Seller and CGI that as of the Closing Date the statements set forth in this Article 4 are true and correct, except as set forth on the disclosure schedule delivered by the Buyer and IDXG to the Seller concurrently with the execution and delivery of this Agreement and dated as of the date of this Agreement (the "Buyer Disclosure Schedule"):

Section 4.1. Organization and Good Standing. The Buyer and IDXG are each a corporation duly organized, validly existing and in good standing under the Laws of its jurisdiction of incorporation.

Section 4.2. Authority and Enforceability. The Buyer and IDXG each have all requisite corporate power and authority to execute and deliver this Agreement and each Ancillary Agreement to which it is a party and to perform its obligations under this Agreement and each such Ancillary Agreement. The execution, delivery and performance of this Agreement and each Ancillary Agreement to which the Buyer or IDXG is a party and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of such the Buyer or IDXG as applicable. The Buyer and IDXG have each duly and validly executed and delivered this Agreement and, on or prior to the Closing, the Buyer and IDXG will have duly and validly executed and delivered each Ancillary Agreement to which the Buyer or IDXG is a party. This Agreement constitutes, and upon execution and delivery each Ancillary Agreement to which the Buyer or IDXG is a party will constitute, the valid and binding obligation of the Buyer and IDXG, as applicable, enforceable against the Buyer and IDXG in accordance with its terms except as limited by the Bankruptcy Exceptions.

Section 4.3. No Conflict. Neither the execution, delivery and performance by the Buyer or IDXG of this Agreement and each Ancillary Agreement to which the Buyer or IDXG is a party, nor the consummation by the Buyer or IDXG of the transactions contemplated hereby or thereby, does or will: (a) directly or indirectly (with or without notice, lapse of time or both), conflict with, result in a breach or violation of, constitute a default under, give rise to any right of revocation, withdrawal, suspension, acceleration, cancellation, termination, modification, imposition of additional obligations or loss of rights under, result in any payment becoming due under, or result in the imposition of any Encumbrance on any of the properties or assets of the Buyer or IDXG under (i) the certificate of incorporation or bylaws of the Buyer or IDXG or other applicable charter or organizational documents or any resolution adopted by the stockholders or board of directors of the Buyer or IDXG, (ii) any Contract to which the Buyer or IDXG is a party or by which such Buyer or IDXG is bound or to which any of its properties or assets is subject or (iii) any Law, Judgment or Governmental Authorization applicable to such Buyer or IDXG or any of its properties or assets; or (b) require the Buyer or IDXG to obtain any Consent or Governmental Authorization of, give any notice to, or make any filing or registration with, any Governmental Authority or other Person, except with respect to clauses (a) and (b) in any case that would not reasonably be expected to have, either individually or in the aggregate, a material adverse effect on the ability of the Buyer or IDXG to perform its obligations under this Agreement or on the ability of the Buyer or IDXG to consummate the transactions contemplated by this Agreement.

Section 4.4. Legal Proceedings. There is no Proceeding pending or, to the Buyer's or IDXG's knowledge, threatened, against the Buyer or IDXG that challenges, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the transactions contemplated by this Agreement.

Section 4.5. Brokers or Finders. Neither the Buyer, IDXG nor any Person acting on their behalf has incurred any Liability to pay any fees or commissions to any broker, finder or agent or any other similar payment in connection with any of the transactions contemplated by this Agreement.

Section 4.6. No Operating History. The Buyer is a newly formed Subsidiary of IDXG and has no operating history.

Section 4.7. Additional Representations. As of the date hereof, the Ampersand Financing Documents are in full force and effect, and the Buyer has or will have sufficient funds available to consummate the transactions contemplated by this Agreement at the Closing. In connection therewith, IDXG and the Buyer have no reason to believe that certain listing application in respect of the issuance of convertible preferred stock of IDXG submitted to Nasdaq on behalf of IDXG on June 21, 2019 will not be approved for all purposes, and that there will be any impediment to the listing of any such shares. IDXG and Buyer have obtained all required, or reasonably necessary, approvals, consents and waivers from SVB and Ampersand to make full payment of all amounts due hereunder to the Seller and/or its designees/assignees at the Closing and all amounts due under and pursuant to the Excess Consideration Note to CGI (as designee of the Seller) in accordance with the terms thereof, but subject to receipt of funds by IDXG and its Affiliates upon IDXG Shareholder Approval and the consummation of the Ampersand Second Closing pursuant to the Ampersand Financing Documents, regardless of any claims, security interests, or other approval, consent, or similar rights in favor of SVB or Ampersand in respect of all or any portion of the assets of IDXG and its Affiliate, and IDXG and Buyer are not aware of any impediment to the payment of all amounts due in accordance with the Excess Consideration Note upon the maturity thereof immediately following the IDXG Shareholder Approval (other than obtaining such IDXG Shareholder Approval and the other conditions precedent under the Ampersand Financing Documents).

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF CGI

CGI represents and warrants to the Buyer that as of the Closing Date, the statements set forth in thisArticle 5 are true and correct, except as otherwise disclosed in (a) CGI SEC Reports filed at least twenty-four (24) hours prior to the date of this Agreement (excluding any disclosures in "risk factors" or otherwise relating to forward-looking statements to the extent that they are only cautionary, predictive or forward-looking in nature) or (b) the disclosure schedule delivered by CGI to the Buyer concurrently with the execution and delivery of this Agreement and dated as of the date of this Agreement (the "CGI Disclosure Schedule"):

Section 5.1. Organization and Corporate Power.

(a) CGI is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. CGI has all necessary corporate power and authority to conduct its business in the manner in which its business is currently being conducted.

(b) CGI is duly licensed and qualified to do business, and is in good standing (to the extent applicable in such jurisdiction), under the Laws of all jurisdictions where the nature of its business requires such licensing or qualification other than in jurisdictions where the failure to be so qualified individually or in the aggregate would not be reasonably expected to have a Material Adverse Effect. CGI is not, nor has it otherwise been, directly or indirectly, a party to, member of or participant in any partnership, joint venture or similar business entity that owns any of the Purchased Assets.

(c) True and complete copies of the CGI Charter and the CGI Bylaws, each as currently in effect, have previously been made available. CGI is not in breach or violation of the CGI Charter or the CGI Bylaws.

(d) Each BP Subsidiary is duly organized, validly existing and in good standing under the laws of the jurisdiction of organization and has all necessary corporate power and authority to (i) conduct its business in the manner in which its business is currently being conducted, and (ii) own or lease and use all of its properties and assets in the manner in which its properties and assets are currently owned or leased and used, except in the case of the foregoing (i) and (ii), where the failure to have such power or authority would not reasonably be expected to be material to CGI, or prevent or materially delay the ability of CGI to consummate the transactions contemplated by this Agreement and the Ancillary Agreements.

Section 5.2. Authority; No Violation.

(a) Acknowledging the validity of the prior exercise by PFG of its rights under Article 9 of the UCC and the Loan Documents, CGI has full corporate power and authority to execute and deliver this Agreement and each Ancillary Agreement, to consummate the transactions contemplated hereby and to perform its obligations hereunder. The execution and delivery of this Agreement and each Ancillary Agreement and the consummation of the transactions contemplated hereby have been duly and validly approved and adopted by the CGI Board of Directors. This Agreement and each Ancillary Agreement has been duly and validly executed and delivered by CGI and (assuming due authorization, execution and delivery by the other Parties) constitutes the valid and binding obligation of CGI, enforceable against CGI in accordance with its terms (except as may be limited by the Bankruptcy Exceptions).

(b) Assuming that the consents, approvals and filings referred to in Section 5.3 are duly obtained and/or made, and acknowledging the validity of the prior exercise by PFG of its rights under Article 9 of the UCC and the Loan Documents, neither the execution and delivery of this Agreement and each Ancillary Agreement by CGI nor the consummation by CGI of the transactions contemplated hereby, nor compliance by CGI with any of the terms or provisions of this Agreement, does or will:

(i) contravene, conflict with or result in a violation of any of the provisions of the CGI Charter or CGI Bylaws;

(ii) contravene, conflict with or result in a violation of, or give any Governmental Authority or, to the Knowledge of CGI, any other Person the right to challenge the transactions contemplated hereby or to exercise any remedy or obtain any relief under, any Law or any order, writ, injunction, judgment or decree to which CGI, or any of the assets owned or used by CGI, is subject, except as would not reasonably be expected to result in a Material Adverse Effect;

(iii) other than the rights of any creditors to declare a cross-default by reason of a default under the Loan Agreements contravene, conflict with or result in a violation or breach of, or result in a default or require any notice or consent under, any provision of any BP Material Contract, or give any Person the right to: (i) declare a default or exercise any remedy under any BP Material Contract; (ii) any material payment, rebate, chargeback, penalty or change in delivery schedule under any BP Material Contract; (iii) accelerate the maturity or performance of any BP Material Contract; or (iv) cancel, terminate or modify any term of any BP Material Contract, except in each case as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect; or

(iv) result in the imposition or creation of any Encumbrance upon or with respect to any of the Purchased Assets (except for Permitted Encumbrances).

Section 5.3. Consents and Approvals. CGI is not required to obtain any Consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other Governmental Authority in connection with the execution, delivery and performance by CGI of this Agreement and the Ancillary Agreements, other than such filings as are required to be made under applicable securities Laws.

Section 5.4. Reports. As of their respective dates, the CGI SEC Reports (a) solely with respect to the BioPharma Business, did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading and (b) complied as to form in all material respects with the applicable requirements of the Exchange Act or the Securities Act, as the case may be, Sarbanes-Oxley and the applicable rules and regulations of the SEC thereunder.

Section 5.5. Operation of the Business; Sufficiency. Since January 1, 2014, CGI has conducted the BioPharma Business only through CGI and Gentris, LLC; provided, however, that the Buyer agrees and acknowledges that the Buyer has engaged in its own due diligence process to satisfy itself on this fact. Except for the Transferred Employees and services to be provided under the Transition Services Agreement, the Purchased Assets constitute all of the assets used or held for use, whether in whole or in part, by CGI for the conduct of the BioPharma Business as conducted immediately prior to the Closing.

Section 5.6. Financial Statements; Assumed Accounts Payable; Purchased Accounts Receivable.

(a) The consolidated financial statements of CGI filed in or furnished with the CGI SEC Reports have been prepared in accordance with GAAP consistently applied by CGI for the periods and as of the dates presented (except as may be indicated in the notes thereto or, in the case of unaudited statements, as permitted by the rules and regulations of the SEC), and fairly present in all material respects the consolidated financial position of CGI as of the dates thereof and the consolidated results of operations, changes in stockholders' equity and cash flows for the periods then ended (subject to normal year-end adjustments in the case of any unaudited interim financial statements, none of which are material, individually or in the aggregate). Each of the consolidated financial statements of CGI (including all related notes or schedules) included in the CGI SEC Reports complied at the time it was filed as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC.

(b) Except (i) for those Liabilities that are reflected or reserved against on CGI's consolidated balance sheet as of March 31, 2019 or the notes thereto, (ii) for Liabilities and obligations incurred in the Ordinary Course since such date and (iii) for Liabilities and obligations incurred in connection with this Agreement, CGI does not have any Liabilities of the BioPharma Business that, individually or in the aggregate, are material to CGI.

(c) The Assumed Payables (i) represent obligations of CGI for products or services actually received, (ii) are not the subject of any Proceeding (whether pending or threatened) and (iii) have arisen only from bona fide purchases in the Ordinary Course and are payable on ordinary trade terms.

(d) The Purchased Accounts Receivable (i) are collectible in the Ordinary Course (net of contractual allowances and bad debt reserves established in accordance with prior practice), (ii) represent legal, valid and binding obligations for services actually performed by CGI, enforceable in accordance with their terms, (iii) are not the subject of any Proceeding or any offset or recoupment rights, and (iv) have arisen only from bona fide sales transactions in the Ordinary Course and are payable on ordinary trade terms. The reserve for bad debts shown on Section 5.6(d) of the CGI Disclosure Schedule or on the accounting records of CGI has been determined in accordance with GAAP. Other than as set forth on Section 5.6(d) of the CGI Disclosure Schedule, no Person has any Encumbrance on such accounts receivable or any part thereof, and no agreement for deduction, free goods, discount or other deferred price or quantity adjustment has been made with respect to any such accounts receivables.

(e) CGI maintains accurate Business Records of the BioPharma Business reflecting such assets and liabilities and maintains a system of internal accounting controls designed to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of the financial statements of CGI and to maintain accountability of CGI's assets; (iii) access to CGI's assets is permitted only in accordance with management's general or specific authorization; (iv) the recorded accountability for CGI's assets is compared with the existing assets at regular intervals and appropriate action is taken with respect to any differences; and (v) Accounts Receivable and Inventory are recorded accurately, and proper and adequate procedures are implemented to effect the collection thereof on a current and timely basis.

(f) The April Financial Schedules, as set forth onSection 5.6(f) of the CGI Disclosure Schedule, have been prepared by CGI in good faith and fairly and accurately present, in all material respects, the appropriate values of the items shown thereon as of April 30, 2019.

Section 5.7. Legal Proceedings. There are no pending Proceedings (whether by a Governmental Authority or another Person) (a) by or against CGI that relate to the Loan Documents or related documents or related to or could reasonably be expected to affect the BioPharma Business or the Purchased Assets, (b) to CGI's Knowledge, by or against any of the directors or officers of CGI in their capacities as such and that relate to the Loan Documents or related documents or that relate to or could reasonably be expected to affect the BioPharma Business, the Purchased Assets or the Assumed Liabilities or (c) that challenge, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the transactions contemplated by this Agreement. To CGI's Knowledge, no such Proceeding has been threatened.

Section 5.8. Tax Matters.

(a) CGI has timely filed all material Tax Returns that it was required to file (taking into account any valid extension of time). All such Tax Returns were correct and complete in all material respects and were prepared in substantial compliance with all applicable Laws. CGI is not currently the beneficiary of any extension of time within which to file any Tax Return.

(b) All material Taxes due and owing by CGI (whether or not shown or required to be shown on any Tax Return) have been paid. There are no Encumbrances on any of the assets of CGI that arose in connection with any failure (or alleged failure) to pay any Tax (other than for Taxes not yet due and payable).

(c) CGI has withheld and paid all Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party, and all Forms W-2, 1099, 1042 and 1042S required with respect thereto have been properly completed and timely filed.

(d) Within the past three years, no written claim has been made by any Governmental Authority in a jurisdiction where CGI does not file Tax Returns that CGI may be subject to taxation in such jurisdiction.

(e) There is no material Proceeding concerning any Tax Liability of CGI either (i) claimed or raised by any Governmental Authority in writing or (ii) as to which any director, officer or employee responsible for Tax matters has Knowledge.

(f) Section 5.8(f) of the CGI Disclosure Schedule lists all federal, state, local and foreign income Tax Returns filed with respect to CGI for taxable periods ending after December 31, 2014, indicates those Tax Returns that have been audited, and indicates those Tax returns that currently are the subject of an audit.

(g) The unpaid Taxes of CGI (i) did not, as of March 31, 2019, exceed the reserve for Tax Liability (rather than any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth in the Business Records and (ii) do not exceed that reserve as adjusted for the passage of time through the Closing Date in accordance with past custom and practice of CGI in filing their Tax Returns.

(h) No BP Material Contract includes any obligation to indemnify or share Taxes with any other Person.

Notwithstanding the foregoing representations, CGI shall not have Liability under Section 7.3 of this Agreement for Taxes arising in periods following the Closing Date, and resulting from Buyer's conduct of the BioPharma Business following the Closing Date.

Section 5.9. Employee Benefit Plans.

(a) For purposes of this Agreement, "CGI Benefit Plan" shall mean any "employee benefit plan" (as defined in Section 3(3) of ERISA), including any "employee welfare benefit plan" (as defined in Section 3(1) of ERISA), any "pension plan" as defined in Section 3(3) of ERISA and any other written or oral plan, Contract or arrangement involving direct or indirect compensation or benefits, including insurance coverage, severance or other termination pay or benefits, change in control, retention, performance, holiday pay, vacation pay, fringe benefits, disability benefits, pension, retirement plans, profit sharing, deferred compensation, bonuses, stock options, stock purchase, restricted stock or stock units, phantom stock, stock appreciation or other forms of incentive compensation or post-retirement compensation, that is sponsored, maintained or contributed to by CGI or any ERISA Affiliate (or that has been maintained or contributed to in the last six years by CGI or any ERISA Affiliate or required to be maintained or contributed to by CGI or any ERISA Affiliate) for the benefit of current or former directors, officers or employees of, or consultants to, CGI or any ERISA Affiliate, or with respect to which CGI, directly or indirectly, has any Liability. Section 5.9(a) of the CGI Disclosure Schedule contains a true and complete list of each CGI Benefit Plan for the benefit of any BP Employee or with respect to which CGI or any ERISA Affiliate has any actual or contingent Liability with respect to any BP Employee (each, a "BP Benefit Plan"). Except as set forth inSection 5.9(a) of the CGI Disclosure Schedule, neither CGI nor any of its ERISA Affiliates has, and no such party has ever had, any material BP Benefit Plan for employees located outside the United States.

(b) With respect to each material BP Benefit Plan, CGI has made available true and complete copies of the following (as applicable) prior to the date hereof: (i) the plan document, including all amendments thereto or, with respect to any unwritten plan, a summary of all material terms thereof; (ii) the summary plan description along with all summaries of material modifications thereto; (iii) all related trust instruments or other funding-related documents; (iv) a copy of the most recent financial statements for the plan; (v) the most recent Internal Revenue Service determination or opinion letter; and (vi) the most recent Form 5500 filing.

(c) Each BP Benefit Plan is in compliance, in all material respects, with all applicable Laws, including ERISA, the Code, the U.S. Affordable Care Act, HIPAA and each BP Benefit Plan has been maintained, operated and administered in compliance in all material respects with its terms and related documents or agreements. CGI and its ERISA Affiliates have made any and all contributions or paid premiums to BP Benefit Plans that were required to be made on or prior to the Closing Date. There are no pending or, to the Knowledge of CGI, threatened Proceedings or investigations with respect to the BP Benefit Plans.

(d) Each BP Benefit Plan that is intended to be a qualified plan under Section 401(a) of the Code, and the trust forming a part thereof, has received a favorable determination letter from the Internal Revenue Service, or with respect to a pre-approved plan, can rely on an opinion letter from the Internal Revenue Service to the pre-approved plan sponsor, to the effect that such BP Benefit Plan is so qualified and that the plan and the trust related thereto are exempt from federal income Taxes under Sections 401(a) and 501(a), respectively, of the Code. No such determination or opinion letter has been revoked, no revocation has, to CGI's Knowledge, been threatened, and to CGI's Knowledge no event occurring after the date of such determination that could reasonably be expected to cause the revocation of such letter or result in the loss of such qualification or subject the related trust to taxation under Section 501(a) of the Code.

(e) No BP Benefit Plan provides health or other welfare benefits to Former Employees of the BioPharma Business (other than health continuation coverage in accordance with COBRA or through the last day of the month in which such Former Employee's employment ceased). To CGI's Knowledge, except pursuant to the terms of an employment or separation agreement, neither CGI nor any ERISA Affiliate has made a written or oral representation to any current or former employee of the BioPharma Business promising or guaranteeing any employer paid continuation of medical, dental, life or disability coverage for any period of time beyond retirement or termination of employment. No condition exists that is reasonably likely to subject CGI or any ERISA Affiliate to any direct or indirect liability under Title IV of ERISA or to a civil penalty under Section 502(j) of ERISA or liability under Section 4069 of ERISA or Section 4975, 4976, or 4980B of the Code or other liability with respect to the CGI Benefit Plans, in each case that would, individually or in the aggregate, reasonably be expected to result in material liability to CGI or any ERISA Affiliate. There are no pending or, to CGI's Knowledge, threatened, claims (other than routine claims for benefits or immaterial claims) by, on behalf of or against any of the CGI Benefit Plans except where such claims would not, individually or in the aggregate, reasonably be expected to result in material liability to CGI or any ERISA Affiliate. No CGI Benefit Plan is, or within the last six (6) years has been, the subject of an examination or audit by a Governmental Authority or the subject of an application or filing under, or a participant in, a government-sponsored amnesty, voluntary compliance or similar program and to CGI's Knowledge, no fact or event exists or could reasonably be expected to give rise to any such investigation, audit or other administrative proceeding. No CGI Benefit Plan that provides health insurance or medical coverage is self-funded or self-insured.

(f) Neither CGI nor any ERISA Affiliate has maintained, sponsored, contributed to, been required to contribute to or has or could reasonably be expected to have any liability with respect to any (i) "multiemployer plan" as defined in Section 4001(a)(3) of ERISA, (ii) "single employer pension plan" as defined in Section 4001(a)(15) of ERISA, (iii) "multiple employer welfare arrangement" as defined in Section 3(40) of ERISA, or (iv) "multiple employer plan" subject to Section 413(c) of the Code. Neither CGI nor any ERISA Affiliate has (x) has withdrawn from any pension plan under circumstances that would reasonably be expected to result in a liability to the Pension Benefit Guaranty Corporation, or (y) any current or contingent liability or obligation with respect to any plan that is or was subject to Title IV of ERISA or Sections 412 or 430 of the Code.

(g) Except as provided by this Agreement, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement (either alone or in conjunction with any other event) will (i) result in any payment becoming due to any current or former director or any employee or service provider of the BioPharma Business, (ii) increase any benefits otherwise payable under any BP Benefit Plan, or (iii) result in any acceleration of the time of payment, funding or vesting of any such benefits.

(h) No payment which is or may be made by, from or with respect to any BP Benefit Plan, to any current or former officer, employee, independent contractor or director of the BioPharma Business, either alone or in conjunction with any other payment, event or occurrence will or could reasonably be characterized as an "excess parachute payment" within the meaning of Section 280G of the Code. Neither CGI nor any of the ERISA Affiliates has any obligation to gross-up, indemnify or otherwise reimburse any current or former officer, employee, independent contractor or director of the BioPharma Business with respect to any Tax, including under Sections 409A or 4999 of the Code.

(i) Each BP Benefit Plan that is a "nonqualified deferred compensation plan" (within the meaning of Section 409A of the Code) has been operated and administered in material compliance with Section 409A of the Code.

Section 5.10. Compliance with Laws; BP Licenses.

(a) The BioPharma Business has been conducted in compliance with all Laws. No investigation or review by any Governmental Authority with respect to the BioPharma Business is pending or, to CGI's Knowledge, threatened, nor has any Governmental Authority indicated an intention to conduct the same. To the Knowledge of CGI, no condition or state of facts exists that is reasonably likely to give rise to a violation of, or a liability or default under any applicable Law. CGI has all permits, authorizations, registrations, waivers, licenses, franchises, variances, exemptions, orders, approvals, accreditations, and clearances issued or granted by a Governmental Authority and all other similar authorizations, consents, certificates (of public convenience and/or necessity, or otherwise) and approvals issued or granted by, notice to, or filing with, a Governmental Authority or any other Person in each case, relating to the BioPharma Business (the "BP Licenses") necessary to conduct the BioPharma Business as presently conducted.

(b) Neither CGI nor any of its Affiliates (in each case, in respect of the BioPharma Business) does business with any court, administrative agency, regulatory body, commission or other Governmental Authority, board, bureau or instrumentality, domestic or foreign, any subdivision thereof, or with any individual, corporation, firm, partnership, joint venture, limited liability company, estate, trust, business association, organization or other entity located in any country that is the subject of the economic sanctions or programs of the United States as administered by the Office of Foreign Assets Control of the U.S. Treasury Department.

(c) The operations of CGI (in respect of the BioPharma Business) are and have been conducted at all times in compliance with applicable financial record-keeping and reporting requirements of the Bank Secrecy Act, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable money laundering statutes of jurisdictions where CGI conduct business, the applicable rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "Money Laundering Laws"), and no action, suit or Proceeding by or before any court or Governmental Authority, authority or body or any arbitrator involving CGI or any of its Affiliates (in respect of the BioPharma Business) with respect to the Money Laundering Laws is pending or threatened.

(d) CGI is in material compliance with (i) its obligations under each of the BP Licenses and (ii) solely with respect to the BioPharma Business, the rules and regulations of the Governmental Authority issuing such BP Licenses. There is not pending or, to CGI's Knowledge, threatened by or before any Governmental Authority any material proceeding, notice of violation, order of forfeiture or complaint or investigation against CGI relating to any of the BP Licenses. To the Knowledge of CGI, no event has occurred which, with notice or the lapse of time or both, would constitute a default or violation, in any material respect, of any term, condition or provision of any BP License, and to the Knowledge of CGI, there are no facts or circumstances which could form the basis for any such default or violation. The actions of the applicable Governmental Authorities granting all BP Licenses have not been reversed, stayed, enjoined, annulled or suspended, and there is not pending or, to CGI's Knowledge, threatened, any material application, petition, objection or other pleading with any Governmental Authority that challenges or questions the validity of or any rights of the holder under any BP License.

(e) Except as would not have a Material Adverse Effect, (i) CGI has conducted its BioPharma Business in compliance with applicable Law, including the EU General Data Protection Regulation 2016/679/EU of April 27, 2016, as applicable, as well as applicable contractual requirements and its own published policies, relating to privacy, data protection and the collection, transfer and use of personally identifiable information collected, used or held for use by CGI, (ii) no claims or, to the Knowledge of CGI, investigations by Governmental Authority, are pending, or threatened in writing, against CGI related to its BioPharma Business alleging a violation of any applicable Law concerning the privacy data protection, processing, transfer or security of such information and (iii) CGI has not suffered any data breaches or security incidents related to its BioPharma Business that to the Knowledge of CGI, have resulted in unauthorized access to any personally identifiable information collected, used or held for use by CGI.

Section 5.11. Material Contracts.

(a) Section 5.11(a) of the CGI Disclosure Schedule sets forth a complete list of each currently effective Contract to the extent relating to the Purchased Assets or the BioPharma Business and to which CGI is a party or by which it or its assets are bound (each, a "BP Material Contract"):

(i) the top ten (10) Contracts as measured in terms of aggregate annual obligations of CGI in the last year, for the purchase of materials, supplies, goods, services, equipment or other assets (collectively, the "Top Suppliers");

(ii) the top ten (10) Contracts as measured in terms of aggregate annual revenue earned by CGI in the last year for the sale of materials, supplies, goods, services, equipment or other assets (collectively, the "Top Customers");

(iii) (i) any pledge, security agreement, deed of trust or other Contracts that impose an Encumbrance on any of the Purchased Assets, (ii) loan or credit agreement, indenture, debenture, note or other Contracts that create, incur or guarantee any Indebtedness secured by the Purchased Assets, except for those relating to less than $100,000, or (iii) Contracts under which CGI assumes, or otherwise becomes liable for, the obligations of any other Person;

(iv) that relates to any partnership, joint venture, strategic alliance or other similar Contract affecting the BioPharma Business;

(v) which by its terms limits in any material respect (i) the localities, market or business in which all or any significant portion of the BioPharma Business, following the consummation of the transactions contemplated hereby is or would be conducted, (ii) the Persons CGI, may hire (other than Contracts with contract research organizations or other contractors or vendors that provide services to CGI in the ordinary course of CGI's business and that contain provisions that prevent CGI from soliciting or hiring any personnel of such contract research organizations or such other contractors or vendors), (iii) the Persons to whom CGI may sell products or deliver services, or (iv) the scope of the BioPharma Business;

(vi) providing for the grant by or to CGI of any license to or under any Intellectual Property used in the BioPharma Business, other than (i) Contracts where the grant by or to CGI of any such license pursuant to such Contract is not material to CGI or the BioPharma Business, (ii) Contracts where the Intellectual Property licensed thereunder are licensed on a non-exclusive basis by or to a contractor, service provider or collaborator of CGI in the context of such contractor, service provider or collaborator rendering research and development services to CGI or for the benefit of CGI, and (iii) Contracts where the Intellectual Property material to the BioPharma Business licensed thereunder are licensed on a non-exclusive basis for research and the scope of the license to such Intellectual Property does not include the right to practice or use such Intellectual Property to sell or commercialize any product;

(vii) containing any grant by CGI to any Person of any express license to market or commercialize any product material to the BioPharma Business, including under any Patents (including any covenants not to sue);

(viii) containing any royalty, dividend or similar arrangement with respect to a product material to the BioPharma Business based on the revenues or profits of CGI;

(ix) with any Governmental Authority or a subcontractor to any Governmental Authority in connection with such BP Material Contract;

(x) any agreement that gives rise to any material payment or benefit as a result of the performance of this Agreement or any of the other transaction contemplated hereby;

(xi) relating to the acquisition or disposition of any material interest in, or any material amount of, property or assets of CGI or any other Person, or for the grant to any Person of any preferential rights to purchase any such property or assets;

(xii) any other agreement (or group of related agreements) the performance of which requires aggregate payments to or from CGI in excess of $100,000;

(xiii) establishing powers of attorney or agency agreements;

(xiv) all real property Leases used by the BioPharma Business;

(xv) any agreement for the leasing of equipment used in the BioPharma Business; and

(xvi) other than as set forth elsewhere in Section 5.11(a) of the CGI Disclosure Schedule, and excluding confidentiality and non-disclosure agreements entered into in connection with a sale process, all other Contracts that are material to the BioPharma Business of CGI and commitments or agreements to enter into any of the foregoing.

(b) CGI has delivered or made available accurate and complete copies of all BP Material Contracts, including all amendments thereto. There are no BP Material Contracts that are not in written form. Other than payment defaults with respect to the Old Accounts Payable, CGI has not, nor to CGI's Knowledge, has any other party to a BP Material Contract materially breached, violated or defaulted under, or received notice that it has materially breached, violated or defaulted under, any of the terms or conditions of any BP Material Contract. As to CGI, each BP Material Contract is valid, binding, enforceable and in full force and effect, subject to Bankruptcy Exceptions. The consummation of the transactions contemplated hereby will not (either alone or upon the occurrence of additional acts or events) result in any material payment or payments becoming due from CGI or the Seller to any Person under any BP Material Contract or give any Person the right to terminate or alter the provisions of any BP Material Contract. No Person is renegotiating any material amount paid or payable to CGI under any BP Material Contract or any other material term or provision of any BP Material Contract. No Person is renegotiating any material amount paid or payable to CGI under any BP Material Contract or any other material term or provision of any BP Material Contract. For purposes of this Section 5.11(b) (other than the first sentence), "BP Material Contract" shall be deemed to include the Assumed BP Material Contracts, the Equipment Leases and the Undisclosed BP Material Contracts.

(c) The Top Customers collectively represent approximately fifty percent (50%) of the revenues the BioPharma Business received in the twelve (12) months ending December 31, 2018.

(d) The Top Suppliers collectively represent approximately sixty-nine percent (69%) of the spend the BioPharma Business incurred in the twelve (12) months ending December 31, 2018.

(e) Other than the Equipment Leases, there are no Contracts or equipment which are used, or held for use, by or service both the BioPharma Business and one or more Other Business Unit.

Section 5.12. [RESERVED.]

Section 5.13. Environmental Liability.

(a) CGI's conduct of the BioPharma Business is in compliance with all applicable Environmental Laws (which compliance includes, but is not limited to, the possession by CGI of all permits, certificates, licenses, approvals, registrations and other governmental authorizations required under applicable Environmental Laws for the conduct and operation of the BioPharma Business (collectively, "Environmental Permits"), and compliance with the terms and conditions thereof) in all material respects. All of the Environmental Permits are valid and in full force and effect and, none of the Environmental Permits are reasonably expected to be adversely modified or terminated, including as a result of or in connection with the consummation of the transactions contemplated by this Agreement.

(b) CGI has not received written notice from any Governmental Authority regarding any actual or alleged violation of or liability under Environmental Laws.

(c) There is no material environmental claim or Proceeding (each, an 'Environmental Claim") pending or, to the Knowledge of CGI, threatened against CGI with respect to the BioPharma Business.

(d) To the Knowledge of CGI, there was no Release of any Hazardous Material at, to, or from the BioPharma Business that has resulted in, or would reasonably be expected to result in, a material Environmental Claim or create material Liability under applicable Environmental Laws.

(e) To the Knowledge of CGI, CGI has not treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, or released any Hazardous Material in material violation of any Environmental Laws, or which could reasonably be expected to result in or give rise to Liability of CGI, or require an investigation, cleanup, removal, response activity, remediation, or corrective action pursuant to any Environmental Law or contractual obligation.

(f) There are no events or circumstances that would reasonably be expected to form the basis of an order for clean-up or remediation, or an action, suit or Proceeding by any private party or Governmental Authority, against or affecting CGI (in respect of the BioPharma Business) relating to Hazardous Materials or any Environmental Law.

Section 5.14. Intellectual Property.

(a) CGI has, or has rights to use, all patents, patent applications, trademarks, trademark applications, service marks, trade names, trade secrets, inventions, copyrights, licenses and other intellectual property rights and similar rights necessary or required for use in connection with the BioPharma Business as described in the CGI SEC Reports and which the failure to do so could have a Material Adverse Effect (collectively, the "CGI Intellectual Property Rights"). CGI has not received a notice (written or otherwise) that any of, the CGI Intellectual Property Rights has expired, terminated or been abandoned, or is expected to expire or terminate or be abandoned, within two (2) years from the date of this Agreement. CGI has not received, since the date of the latest audited financial statements included within the CGI SEC Reports, a written notice of a claim or otherwise has any knowledge that the CGI Intellectual Property Rights violate or infringe upon the rights of any Person. To the Knowledge of CGI, all such CGI Intellectual Property Rights are enforceable and there is no existing infringement by another Person of any of the CGI Intellectual Property Rights. CGI has taken reasonable security measures to protect the secrecy, confidentiality and value of all of their intellectual properties, except where failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Section 5.14(b) of the CGI Disclosure Schedule sets forth a list of all (i) Patents, (ii) Trademarks, (iii) Copyrights and (iv) Internet domain names, in each instance, that are owned (or purported to be owned) by or exclusively licensed to CGI solely with respect to the BioPharma Business and that are the subject of a registration or a pending application for registration (collectively, "CGI Registered Intellectual Property").

(c) To the Knowledge of CGI, all assignments to CGI of Patents constituting Owned Intellectual Property that are material to the BioPharma Business of CGI exist and have been, or will be, properly executed and recorded. CGI (i) (A) solely and exclusively owns all right, title and interest in and to all Owned Intellectual Property included in the Purchased Assets and (B) to the Knowledge of CGI, is the sole and exclusive (as set forth in the applicable license agreement) licensee of all Exclusive Intellectual Property included in the Purchased Assets, in each case free and clear of all Encumbrances (except for Permitted Encumbrances and licenses granted under the IP Contracts) and (ii) CGI owns, possesses, licenses or has other rights to use, or could obtain on commercially reasonable terms, all Intellectual Property necessary for the conduct of the BioPharma Business as now conducted and as currently proposed to be conducted. None of the Owned Intellectual Property included in the Purchased Assets or, to the Knowledge of CGI, Exclusive Intellectual Property included in the Purchased Assets is subject to any pending or, to the Knowledge of CGI, threatened claims of joint ownership and all registration, renewal, maintenance and other payments that are or have become due with respect to each item of CGI Registered Intellectual Property have been timely paid, by or on behalf of the owner of such item. The Owned Intellectual Property and Exclusive Intellectual Property included in the Purchased Assets are each (A) subsisting and, to the Knowledge of CGI, valid and enforceable, and (B) not subject to any outstanding order, judgment or decree.

(d) No Patent constituting Owned Intellectual Property included in the Purchased Assets or, to the Knowledge of CGI, Exclusive Intellectual Property included in the Purchased Assets has been or is now involved in any reissue, reexamination, inter-partes review, post-grant review, or opposition proceeding.

(e) To the Knowledge of CGI, neither the conduct of the BioPharma Business, nor the use of any Intellectual Property by CGI with respect to the BioPharma Business misappropriates, infringes on, or otherwise violates the Intellectual Property of any Person. There is no Proceeding pending or, to the Knowledge of CGI, threatened against CGI or any of its Affiliates at Law or in equity by or before any Governmental Authority alleging the violation, misappropriation, or infringement of the Intellectual Property of any Person by the BioPharma Business or that any of the Owned Intellectual Property or Exclusive Intellectual Property included in the Purchased Assets is invalid or unenforceable.

(f) To the Knowledge of CGI, no Person is misappropriating, infringing or violating, or intending to misappropriate, infringe or violate, any Owned Intellectual Property or Exclusive Intellectual Property included in the Purchased Assets.

(g) Section 5.14(g) of the CGI Disclosure Schedule sets forth a complete and correct list of all Intellectual Property Contracts affecting the BioPharma Business to which CGI is a party.

(h) To the Knowledge of CGI, each current and Former Employee of CGI who works or worked in the BioPharma Business and each current and former independent contractor and consultant of CGI who provides or provided services to the BioPharma Business, in each instance, who was or is involved in the invention, creation, development, design or modification of any Intellectual Property included in the Purchased Assets has executed a valid and binding written agreement expressly assigning, or is obligated to assign, to CGI all right, title, and interest in and to any inventions and works of authorship, whether or not patentable, invented, created, developed, conceived and/or reduced to practice during the term of such employee's employment or such independent contractor's or consultant's work for CGI relating to the BioPharma Business or any of the Products relating to the BioPharma Business being researched, developed, manufactured or sold by CGI or that may be used with any such Products, and all Intellectual Property therein or related thereto. In addition, (i) to the Knowledge of CGI, each current and Former Employee and each current and former independent contractor and consultant of CGI has executed, or is obligated to execute, a valid assignment for each Patent that is invented by such current or Former Employee of CGI or current or former independent contractor or consultant relating to the BioPharma Business or any of the Products relating to the BioPharma Business being researched, developed, manufactured or sold by CGI or that may be used with any such Products and (ii) with respect to any Patent included in the Purchased Assets that is jointly owned by CGI and a third party, to CGI's Knowledge, such third party has obtained or is obliged to obtain a valid, written assignment from each of the inventors employed or contracted by such third party conveying all rights, title, and interest to such third party.

(i) To the Knowledge of CGI, each current and Former Employee of CGI who works or worked in the BioPharma Business and each current and former independent contractor and consultant of CGI who provides or provided services to the BioPharma Business, in each instance, is subject to a non-disclosure or other confidentiality agreement with respect to confidential information of the BioPharma Business.

(j) CGI has taken reasonable steps to maintain police and protect the CGI Owned Intellectual Property and CGI Exclusive Intellectual Property that is material to the BioPharma Business ("CGI Material Intellectual Property"). Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, all CGI Material Intellectual Property that derives actual or potential economic value from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use has been maintained in confidence in accordance with protection procedures that are in accordance with procedures customarily used in the industry to protect rights of like importance and, to the Knowledge of CGI, adequate for protection against unauthorized disclosure or use. To the Knowledge of CGI, there has been no unauthorized disclosure of any such CGI Material Intellectual Property.

(k) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, the IT Assets of CGI operate (A) to the Knowledge of CGI, in all material respects in accordance with their documentation and functional specifications and (B) as required by CGI to operate the BioPharma Business as presently conducted and (C) to the Knowledge of CGI, have not materially malfunctioned or failed. CGI has implemented commercially reasonable measures to protect the confidentiality and security of such IT Assets and information stored or contained therein against any unauthorized use, access, interruption or corruption. CGI has implemented commercially reasonable data backup, data storage, system redundancy and disaster avoidance procedures with respect to its IT Assets. To the Knowledge of CGI, CGI has obtained and possess valid licenses to use all of the software programs present on the IT Assets and other software-enabled electronic devices that CGI owns or leases or that it has otherwise provided to its employees, independent contractors and consultants for their use.

(l) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, to the Knowledge of CGI, CGI owns and possesses all right, title and interest in and to (or has the right pursuant to a valid and enforceable license or otherwise possesses legally enforceable rights to use) all Intellectual Property that is necessary for or used or held for use in the conduct of the BioPharma Business in substantially the same manner as presently conducted. Neither the execution and delivery of this Agreement, nor the performance of this Agreement by CGI, will result in the loss, forfeiture, termination, or impairment of, or give rise to a right of any Person to limit, terminate, or failure to consent to the continued use of, any rights of CGI in any CGI Owned Intellectual Property, CGI Exclusive Intellectual Property or CGI Material Non-Exclusive Intellectual Property, in each case that are included in the Purchased Assets, except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.15. Employment and Labor Matters.

(a) Section 5.15(a) of the CGI Disclosure Schedule sets forth a true, complete and accurate list of each current employee of the BioPharma Business (collectively, the "BP Employees") with the following information: date(s) of hire, title, Fair Labor Standards Act exemption, status (active or on leave of absence), and work location (state).

(b) Section 5.15(b) of the CGI Disclosure Schedule sets forth a true, complete and accurate list of each independent contractor who provides services to the BioPharma Business or has provided material services since January 1, 2016, with the following information: name, types of services provided, date contractor began providing services/term of agreement, location of services (city, state), and whether the contractor is a party to a written agreement.

(c) Except as set forth onSection 5.15(c) of the CGI Disclosure Schedule, CGI (i) is not a party to any agreement with a BP Employee that provides for an employment term; (ii) is not a party to any agreement with a BP Employee that contains severance terms or change in control provisions; and (iii) to CGI's Knowledge does not have any BP Employee who is a party to, or is otherwise bound by, any agreement that adversely affects or restricts the performance of the employee's duties for CGI, including any confidentiality and/or non-competition agreement between any employee and a third party.

(d) Since January 1, 2016, CGI has not been a party to or bound by any collective bargaining agreement or other agreement with a labor union, works council or similar organization which would affect or is related to the BioPharma Business, and there have been no such agreements which pertain to BP Employees or independent contractors of CGI in existence or in negotiation, and no labor union, works council or similar organization has represented or, to CGI's Knowledge, has sought to represent any employees or independent contractors of CGI. Since January 1, 2016, there has been no actual or, to the Knowledge of CGI, threatened unfair labor practice charges, grievances, arbitrations, strikes, lockouts, slowdowns, work stoppages or other labor disputes or disturbances against or affecting the BioPharma Business. CGI will not incur any notice, consultation or consent obligations with respect to any labor union, works council or similar organization in connection with the execution of this Agreement or the consummation of the transactions contemplated hereby.

(e) CGI is, and since January 1, 2016 has been with respect to the BioPharma Business, in compliance in all material respects with all Laws relating to labor and employment, including all such Laws relating to wages, hours, leaves of absence, paid sick leave, immigration, discrimination, harassment, pay equity, workers' compensation, safety and health, worker classification (including employee-independent contractor classification and the proper classification of employees as exempt employees and non-exempt employees), plant closings and mass layoffs covered by the U.S. Workers Adjustment Retraining and Notification Act or comparable state, local or foreign Laws (collectively, "WARN").

(f) There has been no "mass layoff" or "plant closing" (as defined by WARN) or any similar event under applicable State law affecting the BioPharma Business, and CGI has not taken any action that could otherwise reasonably be expected to trigger a notice requirement or result in liability under WARN.

(g) CGI has, in all material respects, completed I-9 Forms for all current and former BP Employees and has maintained those forms in all material respect in accordance with legal requirements. To CGI's Knowledge, all BP Employees are authorized to work in the United States.

(h) Since January 1, 2016, (i) there have been no Proceedings or any disputes pending or, to CGI's Knowledge, threatened in writing (A) by any officers, directors, employees or independent contractors of the BioPharma Business or (B) by or before any Governmental Authority affecting the BioPharma Business concerning employment matters, and (ii) no labor union, labor organization, works council or group of employees of CGI or the BioPharma Business has made a demand (that is pending as of the date hereof) for recognition or certification, and there are no representation or certification proceedings or petitions seeking a representation proceeding pending or, to CGI's Knowledge, threatened in writing with the National Labor Relations Board (or any similar other Governmental Authority) with respect to any employees of the BioPharma Business.

Section 5.16. Lien on Purchased Assets. Prior to the foreclosure by the Seller, all Purchased Assets were subject to the valid, enforceable and properly perfected lien of the Seller and SVB.

Section 5.17. Title to Assets; Tangible Personal Property . Immediately prior to Closing and the exercise of the remedies of creditors pursuant to Article 9 of the UCC and the Loan Documents, CGI owned, and had good, marketable and valid title to, or, in the case of leased properties and CGI owns, and has good, marketable and valid title to, or, in the case of leased properties and assets, valid leasehold interests in, all tangible properties or tangible assets and equipment used or held for use in the BioPharma Business or operations or purported to be owned by it (including the Tangible Personal Property) in connection with the BioPharma Business, including: (a) all such assets reflected in the CGI SEC Reports; (b) all Purchased Assets; and (c) all other assets reflected in the Business Records as being owned by CGI. Immediately prior to Closing and the exercise of the remedies of Seller pursuant to Article 9 of the UCC and the Loan Documents, all of such assets were owned or, in the case of leased assets, leased by CGI free and clear of any Encumbrances (other than Permitted Encumbrances and the security interests of Seller and SVB). To CGI's Knowledge, all Tangible Personal Property is in operating condition and repair (ordinary wear and tear excepted) and has been maintained in accordance with normal industry practices, except where the failure to be in such condition or to be so maintained would not constitute a Material Adverse Effect.

Section 5.18. Real Property; Leasehold. CGI does not own and has never owned any real property relating to the BioPharma Business. CGI has made available (a) an accurate and complete list of all real properties with respect to which CGI directly or indirectly holds a valid leasehold interest relating to the BioPharma Business as well as any other real estate that is in the possession of or leased by CGI relating to the BioPharma Business, and (b) copies of all leases under which any such real property is possessed, each of which is in full force and effect, with no existing material default thereunder. CGI's use and operation of each such leased property conforms to all applicable Laws in all material respects, and CGI has exclusive possession of each such leased property and has not granted any occupancy rights to tenants or licensees with respect to such leased property. In addition, each such leased property is free and clear of all Encumbrances (other than Permitted Encumbrances). CGI has not received written notice from its landlords or any Governmental Authority that: (i) relates to violations of building, zoning, safety or fire ordinances or regulations; (ii) claims any defect or deficiency with respect to any of such properties; or (iii) requests the performance of any repairs, alterations or other work to such properties.

Section 5.19. Healthcare Compliance; Regulatory Compliance.

(a) Except as would not have, or be expected to have, a material impact on CGI, CGI holds all Licenses and have submitted notices to all Governmental Authorities, since January 1, 2016, including all authorizations under the U.S. Federal Food, Drug, and Cosmetic Act, 21 U.S.C. §§ 301 et seq. ("FDCA"), the U.S. Public Health Service Act, 42 U.S.C. §§ 201, et seq. ("PHSA"), as amended, and the regulations of the U.S. Food and Drug Administration ("FDA") promulgated thereunder (any such Governmental Authority, a "CGI Regulatory Agency") necessary for the lawful operation of the BioPharma Business as currently conducted (the "CGI Permits"), and all such CGI Permits are valid and in full force and effect. Except as would not have, or be expected to have, a material impact on CGI, since January 1 2016, there has not occurred any violation of, default (with or without notice or lapse of time or both) under, or event giving to others any right of termination, amendment or cancellation of, with or without notice or lapse of time or both, any CGI Permit. Except as would not have, or be expected to have, a material impact on CGI, CGI and its Affiliates are in compliance with the terms of all active CGI Permits, and to the Knowledge of CGI, since January 1, 2016, no event has occurred that would reasonably be expected to result in the revocation, cancellation, non-renewal or material adverse modification of any CGI Permit. Since January 1, 2016, CGI or its Affiliates have not received written notice of any pending or, to the Knowledge of CGI, threatened claim, suit, proceeding, hearing, enforcement, audit, investigation, arbitration or other action from the FDA or other CGI Regulatory Agency alleging that any operation or activity of the BioPharma Business is in material violation of any applicable Law, except as would not have, or be expected to have, a material impact on CGI.

(b) Except as would not have, or be expected to have, a material impact on CGI, all laboratories owned or operated by CGI affecting the BioPharma Business are certified under the Clinical Laboratory Improvement Amendments of 1988, 42 U.S.C. §§ 263 et seq. ("CLIA") and by the College of American Pathologists ("CAP") ("CGI Lab Certifications"), and all such CGI Lab Certifications are valid and in full force and effect. Except as would not have, or be expected to have, a material impact on CGI, since January 1, 2016, there has not occurred any violation of, default (with or without notice or lapse of time or both) under, or event giving to others any right of termination, amendment or cancellation of, with or without notice or lapse of time or both, any CGI Lab Certification. Except as would not have, or be expected to have, a material impact on CGI, CGI and its Affiliates are in compliance with the terms of all CGI Lab Certifications, and to the Knowledge of CGI, since January 1, 2016, no event has occurred that would reasonably be expected to result in the revocation, cancellation, non-renewal or material adverse modification of any CGI Lab Certification.

(c) Except as would not have, or be expected to have, a material impact on CGI, since January 1, 2016, all of CGI's Products relating to the BioPharma Business that are subject to the jurisdiction of the FDA or other CGI Regulatory Agencies have been manufactured, imported, exported, processed, developed, labeled, stored, tested, marketed, promoted, advertised, detailed and distributed by or on behalf of CGI in all material respects in compliance with all applicable requirements under any License or Law, including applicable statutes and implementing regulations administered or enforced by the FDA or other CGI Regulatory Agency. Except as would not have, or be expected to have, a material impact on CGI, since January 1, 2016, all applications, submissions, notifications, information and data utilized by CGI as the basis for, or submitted by or, to the Knowledge of CGI, on behalf of CGI in connection with, any and all requests for the CGI Permits relating to the BioPharma Business when submitted to the FDA or other CGI Regulatory Agency, were true, complete and correct in all material respects as of the date of submission, and any updates, changes, corrections or modification to such applications, submissions, notifications, information and data required under applicable Laws have been submitted to the FDA or other CGI Regulatory Agency.

(d) Solely with respect to the BioPharma Business, except as would not have, or be expected to have, a material impact on CGI, since January 1, 2016, CGI and its Affiliates have not committed any act, made any statement or failed to make any statement that would reasonably be expected to provide a basis for the FDA or any other CGI Regulatory Agency to invoke its policy with respect to "Fraud, Untrue Statements of Material Facts, Bribery, and Illegal Gratuities," or other similar Laws. Solely with respect to the BioPharma Business, except as would not have, or be expected to have, a material impact on CGI, since January 1, 2016, neither CGI nor, to the Knowledge of CGI, any of its respective officers, employees, contractors, suppliers or other entities or individuals performing research or work on behalf of CGI has been subject to any kind of consent decree, individual integrity agreement, deferred prosecution agreement, or other similar form of agreement with any Governmental Authority or convicted of any crime or engaged in any conduct that has resulted, or would reasonably be expected to result, in a material debarment or exclusion affecting the BioPharma Business under applicable Law, including, without limitation, 20 U.S.C. Section 335a. No claims, actions, proceedings or investigations that would reasonably be expected to result in such a material debarment or exclusion are pending or, to the Knowledge of CGI, threatened against CGI or, to the Knowledge of CGI, any of its respective officers, employees, contractors, suppliers, or other entities or individuals performing research or work on behalf of CGI.

(e) Solely with respect to the BioPharma Business, except as would not have, or be expected to have, a material impact on CGI, to the Knowledge of CGI, no event has occurred since January 1, 2016 which would reasonably be expected to lead to any claim, suit, proceeding, investigation, enforcement, inspection (outside of the Ordinary Course) or other action by any CGI Regulatory Agency or any FDA warning letter, untitled letter, or request or requirement to make material changes to the Products relating to the BioPharma Business or the manner in which the Products relating to the BioPharma Business are manufactured, distributed or marketed nor has the FDA or other Governmental Authority expressed any concern as to approving or clearing for marketing any product being developed or proposed to be developed by CGI or its Affiliates.

(f) To the Knowledge of CGI, since January 1, 2016, all laboratories in which CGI conducts its testing and services relating to the BioPharma Business have been and are being operated in material compliance with all applicable Laws including CLIA. Since January 1, 2016, none of CGI, or, to the Knowledge of CGI, any of its contract operators relating to the BioPharma Business, has received any notice, warning letter, untitled letter, or other similar correspondence or written notice from Centers for Medicare and Medicaid Services ("CMS") or any other federal, state or private certification agency alleging or asserting material noncompliance with any applicable Laws or CGI Lab Certifications with respect to any of its laboratories, or any testing or services performed at any of its laboratories. Solely with respect to the BioPharma Business, since January 1, 2016, no laboratory owned or operated by CGI, or, to the Knowledge of CGI, any of its contract operators, is or has been subject to a shutdown or import or export prohibition imposed or requested by CMS or any other federal, state or private certification agency. Solely with respect to the BioPharma Business, except as would not have, or be expected to have, a material impact on CGI, to the Knowledge of CGI, no event has occurred since January 1, 2016 which would reasonably be expected to lead to any claim, suit, proceeding, investigation, enforcement, inspection (outside of the Ordinary Course) or other action by CMS or any other federal, state or private certification agency or any notice, warning letter, untitled letter, or request or requirement to make material changes to its laboratories or the manner in which its laboratories are operated, or any tests or services being performed at any of its laboratories.

(g) Solely with respect to the BioPharma Business, since January 1, 2016, all studies, tests and preclinical and clinical trials conducted by CGI, or to the Knowledge of CGI, in which CGI or any Product or Product candidate has participated, have been and are being conducted in material compliance with applicable Laws, including the applicable requirements of Good Laboratory Practices or Good Clinical Practices. Solely with respect to the BioPharma Business, since January 1, 2016, CGI has not received any written notices, correspondence or other written communication from any institutional review board, the FDA or any other CGI Regulatory Agency, recommending or requiring the termination, suspension, or material modification of any ongoing or planned operations in support of clinical trials conducted by, or on behalf of, CGI.

(h) Solely with respect to the BioPharma Business, except as would not have, or be expected to have, a material impact on CGI, since January 1, 2016, CGI has not either voluntarily or involuntarily, initiated, conducted or issued, or caused to be initiated, conducted or issued, any recall, field notification, field correction, market withdrawal, or replacement, safety alert, warning, "dear doctor" letter, investigator notice, or other notice or action, in each case relating to an alleged lack of safety, efficacy or regulatory compliance of any Product or Product candidate ("CGI Safety Notices"). Solely with respect to the BioPharma Business, except as would not have, or be expected to have, a material impact on CGI, CGI has no Knowledge of any facts which would cause (i) a CGI Safety Notice with respect to any Product sold or intended to be sold by CGI, (ii) a change in the marketing classification or a material change in labeling of any such Products, (iii) a termination or suspension of marketing or testing of any such Products, or (iv) the imposition of a post-marketing study by the FDA or other CGI Regulatory Agency.

(i) Solely with respect to the BioPharma Business, except as would not have, or be expected to have, a material impact, on CGI and its Affiliates, CGI is, and at all times since January 1, 2016 has been, in compliance with all applicable Healthcare Laws. Solely with respect to the BioPharma Business, there is no civil, criminal, administrative, or other action, subpoena, suit, demand, claim, hearing, proceeding, notice or demand pending, received by or filed since January 1, 2016, or to the Knowledge of CGI, threatened against CGI alleging any material violation by CGI of any applicable Healthcare Laws.

(j) CGI is not a party to any corporate integrity agreements, monitoring agreements, consent decrees, deferred prosecution agreements, settlement orders or similar agreements with or imposed by any Governmental Authority.

(k) Neither CGI nor its Affiliates have at any time since January 1, 2016 (i) been served with or received any search warrant, subpoena or civil investigative demand from any Governmental Authority, (ii) made a voluntary disclosure pursuant to the U.S. Department of Health and Human Services Office of the Inspector General's provider Self-Disclosure Protocol or the Centers for Medicare and Medicaid's Voluntary Self-Referral Disclosure Protocol, (iii) made a self-disclosure to a Medicare Administrative Contractor or (iv) otherwise made a material disclosure to a Governmental Authority regarding potential repayment obligations arising from actual or potential violations of the Healthcare Laws.

(l) There has been no non-coverage decision with respect to any of products or services of CGI or its Affiliates (in each case, in respect of the BioPharma Business) from CMS or its contractors (including but not limited to Medicare Administrative Contractors (MACs)), whether through a National Coverage Determination (NCD) or a Local Coverage Determination (LCD), or a determination by CMS or a MAC that any such products or services are considered non-covered services.

(m) Neither CGI nor its Affiliates (in each case, in respect of the BioPharma Business) has received any nor, to the Knowledge of CGI, are there any pending, written complaints, claims, demands, inquiries, proceedings, or other notices, including any notices of any investigation or other Proceedings regarding the CGI or its Affiliates (in each case, in respect of the BioPharma Business), initiated by (i) any Person; (ii) any Private Programs; (iii) any Governmental Authority, including the U.S. Federal Trade Commission, a state attorney general, data protection authority or similar state official, or a supervisory authority; or (iv) any self-regulatory authority or entity, alleging that any activity of CGI or its Affiliates (in each case, in respect of the BioPharma Business): (A) is in violation of any applicable information laws, (B) is in violation of any privacy agreements, (C) is in violation of any privacy policies, (D) is otherwise in violation of any person's privacy, personal or confidentiality rights, or (E) otherwise constitutes an unfair, deceptive, or misleading trade practice.

(n) Solely with respect to the BioPharma Business, neither CGI nor any of its directors, officers, Affiliates, or employees, nor, to the Knowledge of CGI, any of its agents or distributors or any other Person while acting on behalf of CGI has at any time (i) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, 15 U.S.C. § 78dd, et seq. (the "FCPA"), (ii) violated or is in violation of any applicable Law enacted in any jurisdiction in connection with or arising under the OECD Convention Combating Bribery of Foreign Public Officials in International Business Transactions (the "OECD Convention"), (iii) violated or is in violation of any provision of the U.K. Bribery Act of 2010 (the "U.K. Bribery Act"), (iv) violated any anti-bribery or anti-corruption Law in any foreign jurisdiction, (v) made, offered to make, promised to make, or authorized the payment or giving of, directly or indirectly, any bribe, rebate, payoff, influence payment, kickback or other unlawful payment or gift of money or anything of value prohibited under any under any applicable Law addressing matters comparable to those addressed by the FCPA, the U.K. Bribery Act, or the OECD Convention implementing legislation concerning such payments or gifts in any jurisdiction (any such payment, a "Prohibited Payment"), (vi) been subject to any investigation by any Governmental Authority with regard to any Prohibited Payment or (vii) violated or is in violation of any other Laws regarding use of funds for political activity or commercial bribery.

(o) Solely with respect to the BioPharma Business, each of CGI and its Affiliates has instituted and maintains policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance with the FCPA.

(p) Solely with respect to the BioPharma Business, since January 1, 2016, and except as would not have, or be expected to have, a material impact on CGI, CGI has filed complete and accurate reports as required under the federal Sunshine/Open Payments Law and all applicable state transparency Laws, including Laws requiring certifications of compliance with the Pharmaceutical Research and Manufacturers of America ("PhRMA") code and other compliance program certifications.

(q) Solely with respect to the BioPharma Business, except as would not have, or be expected to have, a material impact on CGI, since January 1, 2016 CGI has not received written notice that it is subject to any pending or threatened investigation, claim, or enforcement action by FDA, HHS-OIG, private whistleblowers, CMS, VA, OIG, or DOJ, or any other state or Governmental Authorities pursuant to the Healthcare Laws. Solely with respect to the BioPharma Business, CGI has no Knowledge of any fact that would require CGI to restate or resubmit to the government any data reported under the Medicaid Rebate Statute, Medicare Part B Drug Pricing requirements, 340B Program requirements, Veterans Health Care Act of 1992, or the Medicare Part D Coverage Gap Discount Program to comply with such price reporting Laws, or refund any monies owed due to a resubmission or restatement.

(r) Solely with respect to the BioPharma Business, to the Knowledge of CGI there has been no non-coverage decision, material adverse change to any existing coverage determination, nor change in reimbursement or coverage policies which could have a material adverse effect on, cause, or result in a denial of reimbursement, with respect to any of CGI's and its Affiliates' products or services by CMS or its contractors (including but not limited to Medicare Administrative Contractors (MACs)), whether through a National Coverage Determination (NCD) or a Local Coverage Determination (LCD), nor a determination by CMS or a MAC that any of CGI's or its Affiliates' products or services (i) are considered non-covered services, and (ii) no existing coverage determination has been, is pending, nor has been threatened to be revoked or amended.

Section 5.20. Insurance. Section 5.20 of the CGI Disclosure Schedule contains a complete and accurate list of all policies of fire, liability, workers' compensation, title, directors' and officers' liability and other forms of insurance owned, held by or otherwise applicable to the assets, properties or operations of CGI relating to or covering the BioPharma Business, and CGI has heretofore made available a complete and accurate copy of all such policies, including all occurrence-based policies applicable to the assets, properties or operations of CGI for all periods prior to the Closing. All such policies (or substitute policies with substantially similar terms and underwritten by insurance carriers with substantially similar or higher ratings) are valid and subsisting and in full force and effect in accordance with their terms, all premiums with respect thereto covering all periods up to and including the Closing have been paid, and no notice of cancellation or termination (or any other threatened termination) has been received with respect to any such policy. Such policies are sufficient, given the current state of CGI's business, for compliance by CGI with (a) all requirements of applicable Law and (b) all BP Material Contracts to which CGI is a party, and CGI has complied in all material respects with the provisions of such policy under which CGI is an insured party. CGI is not in default under any of such insurance policies, and there exists no event, occurrence, condition or act which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default thereunder. CGI has not been refused any insurance or suffered the cancellation of any insurance with respect to the assets, properties or operations of the BioPharma Business by any insurance carrier to which it has applied for any such insurance or with which it has carried insurance during the last five (5) years. There is no pending or, to the Knowledge of CGI, threatened material claims under any insurance policy relating to or covering the BioPharma Business.

Section 5.21. Gentris, LLC. Gentris, LLC is a Delaware limited liability company and a direct, wholly owned Subsidiary of CGI. Gentris, LLC has no material Liabilities and, upon the consummation of the Closing, will be Solvent.

Section 5.22. Information Technology; Data Privacy

(a) CGI has taken commercially reasonable steps to ensure the continued operation of the material software and databases included in the CGI Owned IP Rights included in the Purchased Assets, and all of its material computers, network components, operating systems, applications, databases and other information technology infrastructure and assets used in the BioPharma Business (collectively, the "IT Assets"), and to protect the security and confidentiality of its IT Assets and the material information and records stored on or accessed or transmitted using the IT Assets. Without limiting the foregoing, CGI has installed the most current versions and all available updates, relevant patches and vendor security recommendations (collectively, the "Updates") with respect to all IT Assets and all IT Assets and applicable Updates are operating in a stable manner in accordance with their respective documentation. The IT Assets of CGI operate and perform in all material respects as is necessary and sufficient for the conduct of the business of CGI as currently conducted by them. To CGI's Knowledge, the IT Assets are free from malicious code and do not contain any bugs, errors, vulnerabilities or problems that, in each case, would be expected to materially adversely affect the operation or use of any such IT Assets in the business of CGI. To CGI's Knowledge, there has not been in the past three (3) years any material (i) unauthorized intrusions or breach of the security of the IT Assets, (ii) malfunction of the IT Assets or (iii) accidental or unauthorized access to, loss or misuse of Personal Data maintained by CGI. CGI has implemented commercially reasonable backups and security measures to duplicate, store and protect its material information that is stored in electronic form or media.

(b) CGI and, to the Knowledge of CGI, each of CGI's data processors ("CGI's Data Processors"), is in compliance in all material respects with all applicable Data Privacy Requirements with respect to the BioPharma Business. To CGI's Knowledge, CGI is not under investigation by any Governmental Authority for a material violation of applicable Laws relating to data privacy or security, nor has CGI received any written complaint or inquiry related to its data privacy or security practices, in each case solely to the extent affecting the BioPharma Business. CGI and, to the Knowledge of CGI, each of the CGI's Data Processors, has implemented and maintains commercially reasonable organizational, physical, administrative and technical measures substantially consistent with industry standards to protect the operation, confidentiality, integrity and security of all Personal Data or other sensitive business data against loss, theft, or unauthorized access, disclosure or use, in each case solely to the extent affecting the BioPharma Business. To CGI's Knowledge, CGI has not experienced any security incident in which an unauthorized party accessed or acquired Personal Data or sensitive business data maintained by or on behalf of CGI affecting the BioPharma Business.

Section 5.23. Inventory. The Inventory, net of the reserves applicable thereto (as shown on the Business Records of CGI as of the Closing Date), is merchantable and fit for its intended use and is not defective. CGI has not made any explicit consignment or guaranteed sales of Inventory which would allow a customer to return any unsold Inventory to CGI, the Seller, or the Buyer following the Closing Date in any material amount or to receive a material credit or refund from CGI, the Seller or the Buyer following the Closing Date for any unsold Inventory. All items included in Inventory are the property of CGI, free and clear of Encumbrances, and conform in all material respects to all standards applicable to such Inventory or its use or sale imposed by Governmental Authorities.

Section 5.24. Brokers or Finders. Other than in respect of fees owed to RJA, neither CGI nor any Person acting on their behalf has incurred any Liability to pay any fees or commissions to any broker, finder or agent or any other similar payment in connection with any of the transactions contemplated by this Agreement, other than CGI's obligations to RJA.

Section 5.25. No Other Representations or Warranties; Reliance. Except for the representations and warranties contained in this Agreement, none of CGI, CGI's Affiliates nor any other Person makes any express or implied representation or warranty on behalf of CGI or CGI's Affiliates or any other Person, and each of CGI and CGI's Affiliates hereby disclaims any such representation or warranty whether by CGI or its Affiliates.

ARTICLE 6
POST-CLOSING COVENANTS

Section 6.1. Consents and Filings; Reasonable Efforts.

After Closing, the Seller shall (i) within five (5) Business Days of Closing, terminate the Financing Statement filed with the Secretary of State of the State of Delaware and all other liens held by the Seller against CGI's assets (including the Purchased Assets), and (ii) execute and deliver to the Buyer whatever other documents are reasonably necessary, in addition to the UCC termination statements required to be delivered by Seller at Closing, to evidence to any other governmental or regulatory filing agency the release of Seller's security interest and conveyance of CGI's title in the Purchased Assets. The Buyer's counsel shall prepare and deliver to the Seller for its approval all such documents and shall thereafter file such documents on the Seller's prior written approval to do so, which written approval shall not be unreasonably withheld or delayed. The Buyer shall bear any expense incurred in dealing with any domestic or foreign government or regulatory agency in transferring CGI's right, title and interest in any of the Purchased Assets.

Section 6.2. CGI Consent; Diligence. CGI hereby consents to the sale by the Seller to the Buyer of its right, title and interest in the Purchased Assets on the terms set forth in this Agreement and CGI agrees to cooperate with the Seller and to execute whatever documents as are required by the Buyer to facilitate and complete the sale and transfer of all of its right, title, and interest in and to the Purchased Assets, free and clear of Encumbrances. Prior to the Closing, CGI has facilitated customers diligence calls between the Buyer and each of the parties listed on Section 6.2 of the CGI Disclosure Schedule in such a manner reasonably satisfactory to the Buyer (collectively, the "Customer Diligence Calls").

Section 6.3. Employees.

(a) Not less than two (2) Business Days prior to the Transition Services Payroll End Date, the Buyer (or one of its Affiliates, such applicable entity, the "Employer") shall offer at-will employment to those employees listed on Schedule 6.3 (collectively, the "Offered Employees"), subject to such employee's continued employment through the Transition Services Payroll End Date, following consultation with and recommendations made by CGI. CGI shall permit the Buyer to extend those offers in the Buyer's customary form (provided, however, that such offers to William Finger and Michael McCartney shall instead be in substantially the form of the employment agreement attached hereto as Exhibit L) and shall reasonably cooperate with the Buyer to deliver the documents associated with their hiring ("New Hire Documents") not less than two (2) Business Days prior to the Transition Services Payroll End Date, such New Hire Documents to be effective immediately after the Transition Services Payroll End Date. The Offered Employees who accept employment with the Employer and execute and deliver their New Hire Documents shall be referred to herein as "Transferred Employees." The Offered Employees who are not offered employment with or who do not accept employment with, or who do not execute and deliver their New Hire Documents to, the Employer shall be referred to herein as "Non-Transferred Employees." Any Offered Employee who accepts employment with the Employer shall be deemed to have voluntarily resigned from employment with CGI, effective on the Transition Services Payroll End Date.

(b) During the period commencing on the Closing Date and ending on the Transition Services Payroll End Date (the "Transition Period"), Buyer shall, or shall cause an Affiliate of Buyer to, pay CGI for all premiums, fees and costs related to compensation and benefits provided to BP Employees during the Transition Period in accordance with the Transition Services Agreement.

(c) The Parties acknowledge and agree that, during the Transition Period, Buyer and its Affiliates may engage either or both of Jay Roberts and Glenn Miles in a consulting capacity, notwithstanding their employment with CGI and its Affiliates during such Transition Period, pursuant to a consulting agreement in substantially the form attached hereto as Exhibit M.

Section 6.4. Employee Benefits.

(a) Buyer shall pay (or reimburse CGI for any payment to) each Offered Employee for any compensation related to such Offered Employee's involuntary termination of employment with CGI without cause following the Closing Date and on or prior to the Transition Services Payroll End Date, including without limitation severance pay and accrued unused vacation or paid time off ("PTO") pay, as soon as commercially reasonable following such Offered Employee's termination of employment with CGI (which, for vacation or PTO, shall be if and to the extent provided by CGI's vacation or PTO policy (the "CGI PTO Policy")); provided, however, that, such Offered Employee's accrued unused vacation or PTO time accrued during any calendar year prior to 2019 shall not be paid by Buyer, but shall instead be paid by CGI. CGI shall pay each Transferred Employee for any accrued unused vacation or PTO pay (*other than* unused vacation and/or PTO time accrued during calendar year 2019 ("2019 PTO")) as soon as possible following the Transition Services Payroll End Date if and to the extent provided by the CGI PTO Policy. Transferred Employees' 2019 PTO shall not be paid by CGI, but shall instead be assumed by the Employer and provided and made available to Transferred Employees following the Transition Services Payroll End Date; provided, however, that the Parties shall cooperate in good faith to encourage each Offered Employee to draw down his or her 2019 PTO to the maximum extent possible during the Transition Period. Notwithstanding any such 2019 PTO, on and after the Transition Services Payroll End Date, the Transferred Employees shall be subject to the Buyer's vacation policy. For the avoidance of doubt, Buyer shall make (or reimburse CGI for) any required payments of 2019 PTO to Offered Employees following the Closing Date and on or prior to the Transition Services Payroll End Date. Nothing in this Agreement shall limit the Buyer's or CGI's ability to modify the salary, wage level, or employee benefits or terminate the employment of any Transferred Employee (or, in the case of CGI, any employee) at any time and for any reason, including without cause, or obligate CGI to offer or provide severance pay to any employee except as such severance pay may have been required independent of this Agreement.

(b) Except as provided by the Transition Services Agreement and by Section 6.4(a), neither the Buyer nor any other Employer shall have any Liability with respect to any Non-Transferred Employee or Former Employee or retiree of CGI who is not a Transferred Employee, regardless of when such Liability arises or occurred (whether on, prior to or after the Transition Services Payroll End Date). For the avoidance of doubt, CGI shall remain solely responsible for providing all other COBRA coverage for BP Employees or Former Employees as a result of "qualifying events" (as defined in COBRA) occurring on or prior to the Transition Services Expiration Date, and neither the Buyer nor any other Employer shall have any responsibility to offer COBRA coverage to any BP Employee or Former Employee or retiree of CGI who has a "qualifying event" under a CGI Benefit Plan on or prior to the Transition Services Payroll End Date. Except as expressly provided in Section 2.3(a) or this Section 6.4, or by the Transition Services Agreement, CGI shall be solely responsible for the payment of all employee benefits and compensation (including any applicable and legally required severance pay, vacation or PTO pay, notice pay, insurance, supplemental pension, deferred compensation, "stay" or other similar incentive bonuses, change-in-control bonuses (or other bonuses or compensation related in any way to the execution, delivery or performance of this Agreement), retirement and any other benefits, premiums, claims and related costs) to any of CGI's employees, Former Employees or retirees under any CGI Benefit Plan; and Buyer and/or its Affiliates shall be solely responsible for the payment of all employee benefits and compensation (including any applicable and legally required severance pay, vacation or PTO pay, notice pay, insurance, supplemental pension, deferred compensation, "stay" or other similar incentive bonuses, change-in-control bonuses, retirement and any other benefits, premiums, claims and related costs) with respect to all Transferred Employees under agreements, benefit plans and/or arrangements of Buyer or any Affiliate of Buyer. Except as expressly provided in Section 2.3(a) or this Section 6.4 or the Transition Services Agreement, neither the Buyer nor any other Employer shall assume any Liability with respect to any CGI Benefit Plan without regard to when such Liability arises.

(c) Notwithstanding anything in this Agreement to the contrary, (i) no Transferred Employee, and no other BP Employee or other employee of any of CGI's Affiliates or any other current or Former Employee, director or other service provider of CGI or any of its Affiliates, shall be deemed to be a third-party beneficiary of this Agreement, (ii) nothing in this Agreement is intended to confer upon any current or Former Employee or Transferred Employee or Non-Transferred Employee or any other person any right to employment or continued employment for any period of time, or any right to any particular term or condition of employment or interfere with or restrict in any way the rights of the Buyer which rights are hereby expressly reserved, to discharge or terminate the services of any Transferred Employee at any time for any reason whatsoever, with or without cause; and (iii) nothing in this Agreement shall be deemed or construed to be an amendment or other modification of any CGI Benefit Plan or any Buyer compensation or benefit plan, program, policy or arrangement.

(d) CGI shall cause the accounts of all Transferred Employees under CGI's 401(k) Plan (the "CGI 401(k) Plan") to become fully vested as of the day immediately preceding the Transition Services Payroll End Date. Buyer shall cause its or the Employer's 401(k) plan to accept rollovers from the CGI 401(k) Plan by a Transferred Employee if such direct rollover is elected in accordance with applicable Law by such Transferred Employee.

(e) CGI and Buyer agree to utilize, or cause their respective Affiliates to utilize, the standard procedure set forth in Revenue Procedure 2004-53, 2004-34 I.R.B.320 (Aug. 18, 2004) for wage reporting with respect to the Transferred Employees.

(f) The Buyer shall, or shall cause its Affiliates, to cause each employee benefit plan maintained by the Buyer or its Affiliates, to recognize the service of each Transferred Employee with CGI through the Transition Services Payroll End Date for purposes of eligibility, vesting and benefit levels (but not benefit accrual purposes), except to the extent such service credit would result in duplication of benefits.

(g) To the extent that Buyer desires that CGI permit Transferred Employees to continue to be covered under one or more BP Benefit Plans following the Transition Services Payroll End Date (but not for a period extending past December 31, 2019), the Parties shall reasonably cooperate to effectuate the same; provided, however, that it is understood by the Parties that the ability to extend certain insured coverages may require the consent of third parties, such as insurance carriers; and provided, further that Buyer shall agree to indemnify CGI and otherwise be liable for the costs of all such benefits provided to Transferred Employees (and their dependents) and reasonable administrative costs and expenses incurred by CGI.

(h) Except to the extent (i) required by applicable Law, (ii) reasonably required to effectuate this Agreement and/or the Transition Services Agreement or (iii) required by any BP Benefit Plan as in effect on the date of this Agreement, CGI shall not, during the period beginning on the Closing Date and ending on the Transition Services Payroll End Date, without the prior written consent of Buyer, (A) increase the compensation or benefits of any BP Employee, (B) grant any severance, change of control, retention, termination or similar compensation or benefits to any BP Employee, (C) amend, adopt, establish, agree to establish, enter into or terminate any BP Benefit Plan or collective bargaining agreement or other labor union contract with respect to any BP Employee, (D) take any action to accelerate the vesting of, or payment of, any compensation or benefit under any BP Benefit Plan, (E) transfer the employment of any employee from a status in which such employee would have been a BP Employee to a status in which such employee will not be a BP Employee, (F) transfer the employment of any employee from a status in which such employee would not have been a BP Employee to a status in which such employee will be a BP Employee or (G) terminate any BP Employee (other than for cause) or hire any BP Employee.

Section 6.5. Distribution of Excess Proceeds. Effective from and after the Closing, CGI shall not distribute any excess proceeds received pursuant to Section 2.8(c) received from, or on behalf of, the Seller or pursuant to the Excess Consideration Note to its direct or indirect stockholders in violation of applicable Law or applicable fiduciary duties of the CGI Board of Directors.

Section 6.6. Restrictions on CGI's Dissolution and Distributions.

(a) CGI shall not dissolve or adopt a plan of dissolution or liquidation until the later of (i) CGI's payment, or adequate provision for the payment, of all of its Tax obligations and Retained Liabilities; or (ii) the lapse of more than five (5) years after the Closing Date.

(b) CGI shall not make any distribution, or issue dividends of the proceeds received pursuant to this Agreement until at least thirty (30) days after the completion of all adjustment procedures contemplated by Section 2.9(a) and Section 2.10.

Section 6.7. Removing Excluded Assets. Within ninety (90) days after the Closing Date, CGI shall, at its sole cost and expense, remove all Excluded Assets from all facilities and other owned real property and Leased Real Property to be occupied by the Buyer. Such removal shall be done in such manner as to avoid any damage to the facilities and other properties to be occupied by Buyer and any disruption of the business operations to be conducted by the Buyer after the Closing. Should CGI fail to remove the Excluded Assets as required by this Section, the Buyer shall have the right, but not the obligation, to (a) remove the Excluded Assets at CGI's sole cost and expense, payable via offset against the Excess Consideration Note, if the Excluded Assets have been identified by the Buyer within sixty (60) days of the Closing; (b) store the Excluded Assets and to charge CGI all storage costs associated therewith; (c) treat the Excluded Assets as unclaimed and to proceed to dispose of the same under the laws governing unclaimed property; or (d) exercise any other right or remedy conferred by this Agreement or otherwise available at law or in equity.

Section 6.8. Non-Competition, Non-Solicitation and Non-Disparagement.

(a) Non-Competition. For a period of three (3) years after the Closing Date (the "Restricted Period"), CGI shall not directly or indirectly, invest in, own, manage, operate, finance, control, advise, render services to or guarantee the obligations of any Person engaged in or planning to become engaged in any business or enterprise which distributes, provides, renders or sells products or services which compete with the BioPharma Business in any respect. For the avoidance of doubt, the Parties acknowledge and agree that the Clinical Business and the Discovery Business do not compete with the BioPharma Business in any respect.

(b) Non-Solicitation. During the Restricted Period, CGI shall not, and shall not permit its Affiliates to, directly or indirectly, through another Person or entity:

(i) solicit the business of any Person who is a customer of the Buyer or its Affiliates for services relating to the BioPharma Business (for the avoidance of doubt, this restriction shall not apply with respect to solicitation for services relating to the Clinical Business or the Discovery Business);

(ii) cause, induce or attempt to cause or induce any customer, supplier, licensee, licensor, franchisee, employee, consultant or other business relation of the Buyer or any of its Affiliates to cease doing business with the Buyer or any of its Affiliates, to deal with any competitor of the Buyer or any of its Affiliates or in any way interfere with its relationship with the Buyer or any of its Affiliates;

(iii) cause, induce or attempt to cause or induce any customer, supplier, licensee, licensor, franchisee, employee, consultant or other business relation of CGI on the Closing Date or within the two years preceding the Closing Date to cease doing business with Buyer or its related persons, to deal with any competitor of the Buyer or its Affiliates or in any way interfere with its relationship with the Buyer or its Affiliates; or

(iv) hire, retain or attempt to hire or retain any employee or independent contractor of the Buyer or its Affiliates or in any way interfere with the relationship between the Buyer or its Affiliates and any of their respective employees or independent contractors.

(c) Non-Disparagement. After the Closing Date, CGI will not and will not cause its Affiliates to disparage the Buyer or IDXG or any of their stockholders, directors, officers, employees, agents or Affiliates, and the Buyer and IDXG will not and will cause its Affiliates not to disparage CGI or any of its stockholders, directors, officers, employees, agents or Affiliates.

Section 6.9. Customer and Other Business Relationships. After the Closing, CGI will cooperate with the Buyer in its efforts to continue and maintain for the benefit of the Buyer those business relationships of CGI existing prior to the Closing and relating to the business to be operated by the Buyer after the Closing, including relationships with lessors, employees, regulatory authorities, licensors, customers, suppliers and others. CGI will refer to the Buyer all inquiries relating to such business. Neither CGI nor any of its officers, employees, or agents shall take any action that would tend to diminish the value of the Purchased Assets after the Closing or that would interfere with the BioPharma Business to be engaged in by the Buyer after the Closing, including disparaging the name or business of the Buyer.

Section 6.10. Change of Name; License of Name

(a) Subject to Section 6.10(b), prior to the four (4) month anniversary of the Closing Date or such other time as required pursuant to applicable Laws, CGI shall amend its governing documents and take all other actions necessary to change its name from "Cancer Genetics, Inc." to one sufficiently dissimilar to CGI's present name, in the Buyer's judgment, to avoid confusion. Following Closing, but subject to Section 6.10(b) and the requirements of the Transition Services Agreement, CGI shall cease the use of its present name (including on samples, equipment and packaging) except to the extent reasonably necessary and approved by Buyer in writing for CGI to wind down its affairs. CGI shall take all actions reasonably requested by the Buyer to enable the Buyer to use CGI's present name.

(b) Following the Closing, the Buyer hereby grants CGI a fully-paid up, limited, royalty-free, non-assignable, non-sublicensable license to use certain trademarks and domain names pursuant to the terms set forth in the Transition Services Agreement.

Section 6.11. Cooperation With Financial Statements. CGI, on the one hand, and the Buyer and IDXG, on the other hand, shall provide all necessary cooperation, including providing applicable data, in respect of the preparation of historical and pro forma financial statements for the Purchased Assets as required by Item 9.01 of Form 8-K and any other Securities and Exchange Commission Filings made by the Buyer or IDXG, or CGI, as applicable, with respect to the transaction contemplated hereby, for a period not to exceed nine (9) months from the Closing Date.

Section 6.12. Collection of Purchased Accounts Receivable.

(a) CGI shall provide such assistance to the Buyer as the Buyer may reasonably request in connection with the Buyer's efforts to collect any Purchased Accounts Receivable, and shall promptly (but in no event later than three (3) Business Days after receipt thereof) deliver to the Buyer (i) any cash, checks or other property that CGI receives following the Closing to the extent relating to the Purchased Accounts Receivable or other Purchased Assets or the BioPharma Business, and (ii) a true copy of any notice of a dispute as to the validity or enforceability of any Purchased Accounts Receivable received from the debtor thereof.

(b) CGI hereby constitutes and appoints the Buyer and its successors and assigns the true and lawful attorney in fact of CGI with full power of substitution, in the name of the Buyer, or the name of CGI, to collect the Purchased Accounts Receivable, and to endorse, without recourse, checks, notes and other instruments constituting or relating to the Purchased Accounts Receivable in the name of CGI. The foregoing power is coupled with an interest and shall be irrevocable by CGI, directly or indirectly, whether by the dissolution of CGI or in any manner or for any reason.

Section 6.13. Tax Matters. The Buyer shall pay in a timely manner all applicable sales, use, transfer, conveyance, documentary, recording, notarial, value added, excise, registration, stamp, gross receipts and similar Taxes and fees ("Transfer Taxes"), arising out of or in connection with or attributable to the transactions effected pursuant to this Agreement and the Ancillary Agreements (which, for the avoidance of doubt, are Retained Liabilities), including expenses and fees relating to registering Purchased Intellectual Property in the name of the Buyer or its designee, regardless of whether such Transfer Taxes, expenses and fees are imposed by Law on the Buyer, the Purchased Assets or the Seller. CGI shall prepare and timely file all Tax Returns required to be filed in respect of Transfer Taxes, provided that the Buyer will be permitted to prepare and file any such Tax Returns that are the primary responsibility of the Buyer under applicable Law.

Section 6.14. Termination of Liens. On the Closing Date, and subject to the Buyer's delivery of any funds or documents that it is required to deliver under Section 2.7(b) or Section 2.8, the Buyer is authorized by the Seller to terminate all Encumbrances upon the Purchased Assets by filing UCC-3 termination statements.

Section 6.15. Confidentiality.

(a) Effective upon the Closing, the confidentiality obligations of the Buyer and its Affiliates under the confidentiality provisions of that certain Letter of Intent between CGI, IDXG and the Seller, dated June 13, 2019, as amended from time to time will terminate automatically with respect to all Confidential Information. From and after the Closing, CGI and the Seller each will, and will cause each of their respective Affiliates and Representatives (including with respect to CGI, the buyer of the Clinical Business and all counterparties to non-disclosure agreements covering the BioPharma Business) (collectively, its "Restricted Persons") to maintain and enforce the confidentiality of, and not use for their own benefit or the benefit of any other Person, the Confidential Information. Effective upon the Closing, any applicable standstill agreement between IDXG and CGI shall terminate in its entirety.

(b) Except as contemplated by Section 6.16, the Buyer, CGI and the Seller shall not, and the Buyer, CGI and the Seller shall cause their respective Restricted Persons not to, disclose to any Person any information with respect to the legal, financial or other terms or conditions of this Agreement, any of the Ancillary Agreements or any of the transactions contemplated hereby or thereby. The foregoing does not restrict the right of any party to disclose such information (i) to its respective Restricted Persons to the extent reasonably required to facilitate the negotiation, execution, delivery or performance of this Agreement and the Ancillary Agreements, (ii) to any Governmental Authority or arbitrator to the extent reasonably required in connection with any Proceeding relating to the enforcement of this Agreement or any Ancillary Agreement; (iii) to any potential equity or debt financing source of the Buyer, subject to entry into customary confidentiality obligations; (iv) to the limited partners of the Seller and (v) as permitted in accordance with Section 6.15(c) of this Agreement. Each party will advise its respective Restricted Persons with respect to the confidentiality obligations under this Section 6.15 and will be responsible for any breach or violation of such obligations by its Restricted Persons.

(c) Except as contemplated by Section 6.16, if a party or any of its respective Restricted Persons become legally compelled to make any disclosure that is prohibited or otherwise restricted by this Agreement, then such party will (i) give the other party immediate written notice of such requirement, (ii) consult with and assist the other party in obtaining an injunction or other appropriate remedy to prevent such disclosure and (iii) use its commercially reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded to any information so disclosed. Subject to the previous sentence, the disclosing party or such Restricted Persons may make only such disclosure that, in the opinion of its counsel, it is legally compelled or otherwise required to make to avoid standing liable for contempt or suffering other material penalty, provided, however, that in the event of litigation against a party, the party may disclose only to the extent that, in the reasonable opinion of its counsel, is necessary to defend such party.

Section 6.16. Public Announcements. Notwithstanding anything to the contrary in the foregoing, for purposes of securities Law compliance, each Party agrees not to issue any press release or make any other public announcement relating to this Agreement without the prior approval of the other Parties, except that each Party reserves the right, without each other Party's prior consent, to make any public disclosure it believes in good faith is required by applicable securities Laws or securities listing standards (in which case the disclosing Party agrees to use reasonable efforts to advise the other Parties prior to making such disclosure). Any other public announcement or similar publicity with respect to this Agreement or the transactions contemplated by this Agreement will be issued at such time and in such manner as the Buyer determines after consultation with the Seller and CGI. The Buyer and CGI will consult with each other concerning the means by which the employees, customers, suppliers and others having dealings with the BioPharma Business will be informed of the transactions contemplated by this Agreement, and the Buyer has the right to be present for any such communication.

Section 6.17. Assistance in Proceedings; Cooperation.

From and after the Closing, at the reasonable request of the Buyer, on the one hand, or the Seller or CGI, on the other hand, and subject to customary confidentiality restrictions, the Seller and CGI or the Buyer, as applicable, shall and will cause its respective Affiliates and advisors to reasonably cooperate with the Buyer or the Seller or CGI, as applicable, and its counsel in the contest or defense of, and make reasonably available its personnel and provide any testimony and reasonable access to its books and records, during normal business hours on at least three Business Days' prior written notice in connection with, any Proceeding involving or relating to (a) any of the transactions contemplated by this Agreement or (b) any action, activity, circumstance, condition, conduct, event, fact, failure to act, incident, occurrence, plan, practice, situation, status or transaction on or before the Closing Date involving the BioPharma Business; provided, that, the Buyer shall reimburse the Seller, CGI and their respective Affiliates, and the Seller or CGI, as applicable, shall reimburse the Buyer, for all reasonable and documented out-of-pocket costs and expenses (including reasonable attorneys' fees) incurred in connection therewith.

Section 6.18. Further Assurances; Non-Assignable Assets.

(a) Subject to the other express provisions of this Agreement, the Parties will, and will cause their respective Affiliates to, cooperate reasonably with each other and with their respective Representatives in connection with any steps required to be taken as part of their respective obligations under this Agreement, and the Parties agree (i) to furnish, or cause to be furnished, upon reasonable request to each other and to their respective Affiliates such further information, (ii) to execute and deliver, or cause to be executed and delivered, to each other and to their respective Affiliates such other documents and (iii) to do, or cause to be done, such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the transactions contemplated by this Agreement.

(b) In furtherance of the foregoing, from and after the Closing Date, and from time to time at the request of each other Party, the Buyer shall, and shall cause its respective Affiliates to, and the Seller and CGI each shall, and shall cause its respective Affiliates to, without further consideration (except as otherwise provided herein), execute and deliver such instruments of transfer, conveyance, assignment and assumption, in addition to the Ancillary Agreements and take such other action as may reasonably be necessary to consummate the transactions contemplated in this Agreement (including fully vesting in the Buyer rights to, title in and ownership of CGI's interest in the Purchased Assets and, in the case of CGI, to place the Buyer in actual possession and operating control thereof), to register such transaction with any relevant Governmental Authorities, and to facilitate the efficient and expeditious transfer of all regulatory approvals and clearances as required by FDA. From and after the Closing Date, in the event that CGI or any of its respective Affiliates owns or has any interest in any tangible assets which are used by (or reasonably expected to be used) and required for the BioPharma Business, the Parties will work together in good faith to transfer such tangible assets (or interests therein) as are used by (or reasonably expected to be used) and required for the BioPharma Business as soon as practicable to the Buyer in a manner consistent with the terms of this Agreement or take such other commercially reasonable action as is necessary to effect this Agreement.

(c) Nothing in this Agreement nor the consummation of the transactions contemplated hereby shall be construed as an attempt or agreement to sell, transfer, assign, convey or deliver any asset, property or right to the Buyer or any of its Subsidiaries (provided, that this Section shall not affect whether any asset, property or right shall, once any required consent or waiver is obtained, be deemed to be an Purchased Asset for any other purpose under this Agreement) or for the Buyer or any of its Subsidiaries and their respective successors and assigns to assume any Assumed Liabilities which by its terms or by Law is not transferable or assignable, as applicable, without the consent or waiver of a third party or is cancelable by a third party in the event of such a transfer or assignment without the consent or waiver of such third party, in each case unless and until such consent or waiver shall have been obtained (collectively, the "Non-Assignable Assets").

(d) CGI and the Buyer shall use commercially reasonable efforts to obtain, or to cause to be obtained, any consent or waiver that is required for the Seller or CGI, as applicable, to sell, transfer, assign, convey and deliver the Purchased Assets to the Buyer pursuant to this Agreement. Notwithstanding anything to the contrary herein, if the third party to any Purchased Asset conditions its grant of a consent (including by threatening to exercise a "recapture" or other termination right) upon, or otherwise requires in response to a notice or consent request regarding this Agreement, the payment of a consent fee or other consideration, or the provision of additional security (including a guaranty), CGI shall be required to make any such payments and to provide any such additional security (other than in the case of governmental fees required for the transfer, which shall be assumed and borne by the Buyer); provided, further, that, at the Buyer's request, CGI shall reasonably cooperate with the Buyer in connection with satisfying such conditions or requirements as necessary to obtain the consent of such third party. To the extent permitted by applicable Law, in the event any such consent or waiver cannot be obtained prior to the Closing, (i) the Non-Assignable Assets subject thereto and affected thereby shall be held, as of and from the Closing, by CGI, for the benefit of the Buyer, and all benefits and obligations existing thereunder shall be for the Buyer's account, (ii) for so long as CGI satisfies its obligations pursuant to the foregoing clause (i) and the following clause (iii), the Buyer shall pay, perform or otherwise discharge (in accordance with the respective terms and subject to the respective conditions thereof, and in the name of CGI, as applicable) all of the covenants and obligations such Person incurred after the Closing with respect to such Non-Assignable Assets, (iii) CGI shall take or cause to be taken, subject to the second sentence of this Section 6.18(d), such reasonable actions in its name or otherwise as the Buyer may reasonably request so as to provide the Buyer with the benefits of such Non-Assignable Assets and to effect the collection of money or other consideration that becomes due and payable under such Non-Assignable Assets, and promptly pay over to the Buyer all money or other consideration received by it in respect of such Non-Assignable Assets, and (iv) the Buyer and CGI shall mutually cooperate to provide any other alternative arrangements as may be reasonably required to implement the purposes of this Agreement and the Ancillary Agreements. If and when such consent or waiver is obtained, CGI shall sell, transfer, assign, convey and deliver such Non-Assignable Asset to the Buyer or its applicable Subsidiaries for no additional consideration.

Section 6.19. [RESERVED]

Section 6.20. [RESERVED]

Section 6.21. BP Subsidiaries. Each BP Subsidiary will use any proceeds it receives in connection with this Agreement, and the transactions related hereto, solely to pay off its outstanding Liabilities, if any.

Section 6.22. Shareholders' Meetings.

(a) IDXG shall take all action necessary in accordance with applicable Law, the IDXG Charter, and the IDXG Bylaws to duly give notice of, convene and hold a meeting of the shareholders of IDXG (the "IDXG Shareholders' Meeting") to obtain the approval of the shareholders of IDXG of the Ampersand Conversion Right (the "IDXG Shareholder Approval"). IDXG will, through the IDXG Board, recommend that the IDXG shareholders approve the Ampersand Conversion Right and will use commercially reasonable efforts to solicit from the IDXG shareholders proxies in favor of approval of the Ampersand Conversion Right and to take all other action necessary or advisable to secure the vote or consent of the IDXG shareholders required by the rules of the Nasdaq or applicable Law to obtain such approvals.

(b) IDXG shall use commercially reasonable efforts to schedule and hold the IDXG Shareholders' Meeting as promptly as practicable after the date hereof and in any event no later than September 30, 2019; provided IDXG, may, after consultation with CGIX, postpone, recess or adjourn the IDXG Shareholders' Meeting, and, if applicable, set a new record date for such meeting, (i) if there are not sufficient affirmative votes present in person or by proxy at such meeting to obtain the IDXG Shareholder Approval, and IDXG shall use commercially reasonable efforts in order to obtain the requisite number of affirmative votes in person or by proxy as of such later date, or (ii) to allow reasonable additional time for the filing and mailing of any supplemental or amended disclosure which the IDXG Board has determined in good faith after consultation with outside counsel is necessary under applicable NASDAQ Law and for such supplemental or amended disclosure to be disseminated and reviewed by the IDXG shareholders prior to the IDXG Shareholders' Meeting.

Section 6.23. Ampersand Transaction. IDXG shall apply the proceeds obtained by IDXG and its Affiliates from the Ampersand Initial Closing pursuant to the Ampersand Financing Documents to fund the Buyer to enable the Buyer to consummate (and IDXG shall cause the Buyer to so consummate) the transactions contemplated by this Agreement at the Closing, and upon the maturity of the Excess Consideration Note, the IDXG Shareholder Approval and the consummation of the Ampersand Second Closing, shall cause the repayment thereof in accordance with its term.

Section 6.24. June Inventory. Within forty-five (45) days after Closing, CGI shall provide to Buyer a complete and accurate listing of all Inventory as of June 30, 2019.

Section 6.25. Adequacy of Consideration; Waivers

(a) CGI's agreement to enter into this Agreement is voluntary and has not been induced by coercion of any type. CGI acknowledges and agrees that (i) the sale process run by CGI's investment bank, RJA, was a full and complete sale process, conducted appropriately and designed to elicit interest in a pool of potential buyers or investors in CGI, its Subsidiaries, and/or all or a portion of the assets thereof, including the Purchased Assets, and (ii) since December 18, 2018, (*x*) there is no higher or otherwise better offer than the offer for the Purchased Assets provided by the Buyer under this Agreement, and (*y*) the Purchase Price and Assumed Liabilities represent fair market value and reasonably equivalent value for the Purchased Assets.

(b) CGI hereby acknowledges and agrees that in connection with the Private Sale Transaction, the applicable amounts reflected in the Funds Flow are reasonable transaction costs and expenses of sale and collection that, upon payment of such amount to RJA and Lowenstein, respectively, at Closing, CGI agrees that Seller may and will add such amount to the "Obligations" (as defined in the PFG Loan and Security Agreement) and that, in the event disgorgement of said amount or any portion thereof, is ever ordered against Seller or RJA, CGI shall indemnify Seller to the extent required by the PFG Loan and Security Agreement.

(c) Notwithstanding anything to the contrary in this Agreement, CGI irrevocably waives (i) any right to redeem all or any of the Purchased Assets under the UCC or any other applicable Law; (ii) any objection to the commercial reasonableness of the sale of the Purchased Assets contemplated by this Agreement; (iii) any objection to or other rights regarding the commercial reasonableness of, any defect in, or any aspect of, the exercise by the Seller of its rights under Article 9 of the UCC, the Loan Documents and any other applicable Law with respect to the transactions contemplated by this Agreement, and (iv) any objection to the adequacy of the consideration to be provided by the Buyer for the Purchased Assets under this Agreement.

(d) CGI hereby consents to the disposition of the Purchased Assets as contemplated hereunder, and waives any and all notices of disposition of the Collateral under Section 9-611 of the UCC and consents to any such disposition even if it occurs on less than 10 days' notice to CGI or others. CGI also hereby waives any and all other rights under the UCC with respect to the disposition of the Purchased Assets.

(e) CGI hereby irrevocably releases and forever discharges the Seller and its administrators, successors, assigns, agents, shareholders, directors, officers, employees, agents, attorneys, parent corporations, subsidiary corporations, affiliated corporations, Affiliates, and each of them (collectively, the "Seller Releasees") from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action, of every nature and description, known and unknown, which the releasing party now has or at any time may hold, by reason of any matter, cause or thing occurred, done, omitted or suffered to be done prior to the date of this Agreement (collectively, the "Seller Claims"), other than rights or claims arising under this Agreement and the Ancillary Agreements.

(f) CGI hereby irrevocably releases and forever discharges the Buyer and its administrators, successors, assigns, agents, shareholders, directors, officers, employees, agents, attorneys, parent corporations, subsidiary corporations, affiliated corporations, Affiliates, and each of them (collectively, the "Buyer Releasees" and, collectively with the Seller Releasees, the "Releasees") from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action, of every nature and description, known and unknown, which the releasing party now has or at any time may hold, by reason of any matter, cause or thing occurred, done, omitted or suffered to be done prior to the date of this Agreement (collectively, the "Buyer Claims" and, collectively with the Seller Claims, the "Claims"), other than rights or claims arising under this Agreement and the Ancillary Agreements.

(g) CGI waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California. CGI understands that the facts in respect of which the releases made in this Section are given may hereafter turn out to be other than or different from the facts in that connection now known or believed by CGI to be true; and CGI hereby accepts and assumes the risk of the facts turning out to be different and agrees that this Agreement shall be and remain in all respects effective and not subject to termination or rescission by virtue of any such difference in facts. Section 1542 of the Civil Code of the State of California reads as follows: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

ARTICLE 7

INDEMNIFICATION

Section 7.1. Indemnification by the Seller. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR IN ANY ANCILLARY AGREEMENT, EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE 7, THE SELLER AND CGI SHALL HAVE NO LIABILITY TO THE BUYER FOR ANY INDEMNIFICATION OBLIGATION. Subject to this limitation and as expressly set forth in Section 7.8, the Seller will indemnify and hold harmless the Buyer and its Affiliates and their respective directors, officers, equity owners, employees and other Representatives (collectively, the "Buyer Indemnified Parties") from and against, and will pay to the Buyer Indemnified Parties the monetary value of, any and all Losses incurred or suffered by the Buyer Indemnified Parties directly or indirectly arising out of, relating to or resulting from any of the following:

(a) any inaccuracy in or breach of any representation or warranty of the Seller contained in this Agreement, the Seller Disclosure Schedule, any Ancillary Agreement to which it is a party or in any certificate delivered by the Seller pursuant to this Agreement or any Ancillary Agreement;

(b) any nonfulfillment, nonperformance or other breach of any covenant or agreement of the Seller contained in this Agreement, the Seller Disclosure Schedule, any Ancillary Agreement or in any certificate delivered by the Seller pursuant to this Agreement or any Ancillary Agreement; and

(c) any Proceedings, demands or assessments incidental to any of the matters set forth in clauses (a) through (b) above.

Section 7.2. Indemnification by the Buyer. Subject to the limitations expressly set forth in Section 7.8, the Buyer will indemnify and hold harmless the Seller and its Affiliates and their respective directors, officers, equity owners, employees and other Representatives (collectively, the "Seller Indemnified Parties") from and against, and will pay to the Seller Indemnified Parties the monetary value of, any and all Losses incurred or suffered by the Seller Indemnified Parties directly or indirectly arising out of, relating to or resulting from any of the following:

(a) any inaccuracy in or breach of any representation or warranty of the Buyer contained in this Agreement, the Buyer Disclosure Schedule, any Ancillary Agreement or in any certificate, delivered by the Buyer pursuant to this Agreement or any Ancillary Agreement;

(b) any nonfulfillment, nonperformance or other breach of any covenant or agreement of the Buyer contained in this Agreement, the Buyer Disclosure Schedule, any Ancillary Agreement or in any certificate, instrument or other document delivered by the Buyer pursuant to this Agreement or any Ancillary Agreement;

(c) any Assumed Liability; and

(d) any Proceedings, demands or assessments incidental to any of the matters set forth in clauses (a) through (c) above.

Section 7.3. Indemnification by CGI. Subject to the limitations as expressly set forth in Section 7.5(d)(ii), Section 7.8 and the last sentence in Section 5.8, CGI will indemnify and hold harmless the Buyer Indemnified Parties from and against, and will pay to the Buyer Indemnified Parties the monetary value of, any and all Losses incurred or suffered by the Buyer Indemnified Parties directly or indirectly arising out of, relating to or resulting from any of the following:

(a) any nonfulfillment, nonperformance or other breach of any covenant or agreement of CGI or Gentris, LLC in this Agreement or any Ancillary Agreement;

(b) litigation costs relating to any claims or Proceedings by any creditors of CGI or its Affiliates (other than SVB and PFG and Assumed Liabilities) (the "Creditor Litigation Cost Indemnification Obligation");

(c) any inaccuracy in or breach of any representation or warranty contained in Section 5.19 (*Healthcare Compliance; Regulatory Compliance)*;

(d) any Retained Liability (whether or not disclosed in the CGI Disclosure Schedule or otherwise disclosed to or known by the Buyer or any of its Representatives), arising from or relating to the ownership or operation of the BioPharma Business or the Purchased Assets before the Closing that is not an Assumed Liability;

(e) any inaccuracy in or breach of any representation or warranty contained in Section 5.1 (*Organization and Corporate Power*), Section 5.2 (*Authority; No Violation*) and Section 5.17 (*Title to Assets; Tangible Personal Property*); and

(f) any Proceeding, demands or assessments incidental to any of the matters set forth in clauses (a) through (e) above.

Section 7.4. Holdback. In the event that the Excess Consideration Note matures and is required to be paid in accordance with its terms prior to the date that is six (6) months after the date hereof, the Buyer shall be entitled to reduce the amount paid to CGI at such time under the Excess Consideration Note by, and to deposit with the Buyer or its Affiliates in separate accounts, (I) an amount equal to (*x*) the Holdback, *less* (*y*) the sum of any payments previously satisfied via set-off against the Excess Consideration Note under and in accordance with the terms of this Article 7, and (II) an amount equal to the AR Holdback, to the extent applicable, in accordance with and subject to the terms of Section 2.10. Thereafter the Buyer shall be entitled to set-off against the Holdback any amounts due pursuant to the terms of this Article 7. On the date that is six (6) months after the date hereof, any amounts then remaining in the Holdback shall be promptly released to CGI in immediately available funds and deposited in such account designated by CGI in writing, subject to the holdback by the Buyer of amounts due in respect of any then pending indemnification claims (as calculated and determined in the Buyer's reasonable good faith judgment). Such held back amounts, or a portion thereof, as applicable, shall thereafter be released to CGI or the Buyer, as applicable, as promptly as practicable after, and consistent with, the final resolution of such pending indemnification claims in immediately available funds and deposited in such account designated by CGI or the Buyer, as applicable, in writing.

Section 7.5. Claim Procedure. A party that seeks indemnity under this Article 7 (an "Indemnified Party") will give written notice (a "Claim Notice") to the party from whom indemnification is sought (an "Indemnifying Party") containing (i) a description and, if known, the estimated amount of any Losses incurred or reasonably expected to be incurred by the Indemnified Party, (ii) a reasonable explanation of the basis for the Claim Notice to the extent of the facts then known by the Indemnified Party and (iii) a demand for payment of those Losses.

(a) Within thirty (30) days after delivery of a Claim Notice, the Indemnifying Party will deliver to the Indemnified Party a written response in which the Indemnifying Party will either:

(i) agree that the Indemnified Party is entitled to receive all of the Losses at issue in the Claim Notice; or

(ii) dispute the Indemnified Party's entitlement to indemnification by delivering to the Indemnified Party a written notice (an "Objection Notice") setting forth in reasonable detail each disputed item, the basis for each such disputed item and certifying that all such disputed items are being disputed in good faith.

(b) If the Indemnifying Party fails to take either of the foregoing actions within thirty (30) days after delivery of the Claim Notice, then theIndemnifying Party will be deemed to have irrevocably accepted the Claim Notice and the Indemnifying Party will be deemed to have irrevocably agreed to pay the Losses at issue in the Claim Notice.

(c) If the Indemnifying Party delivers an Objection Notice to the Indemnified Party within thirty (30) days after delivery of the Claim Notice,then the dispute may be resolved by any legally available means consistent with the provisions of Section 7.6.

(d) Any indemnification of the Seller Indemnified Parties pursuant to this Article 7 will be effected by wire transfer of immediately available funds from the Buyer to an account designated by the Seller. Any indemnification of the Buyer Indemnified Parties pursuant to this Article 7 will be:

(i) as against the Seller, effected by wire transfer of immediately available funds from the Seller to an account designated by the Buyer, or

(ii) as against CGI, notwithstanding anything to the contrary herein or otherwise, effected in the following order: (a) by offset against the Excess Consideration Note (if then outstanding), (b) by reduction of the Holdback (to the extent then available) and (c) directly against CGI and effected by wire transfer of immediately available funds from CGI to an account designated by the Buyer, in each case solely to the extent any disputed amounts have been finally determined pursuant to a final non-appealable Judgment.

(e) The foregoing indemnification payments and transfers will be made within five (5) Business Days after the date on which (i) theamount of such payments are determined by mutual agreement of the parties, (ii) the amount of such payments are determined pursuant to Section 7.5(b) if an Objection Notice has not been timely delivered in accordance with Section 7.5(a) or (iii) both such amount and the Indemnifying Party's obligation to pay such amount have been finally determined by a final Judgment of a court having jurisdiction over such proceeding as permitted by Section 8.11 ("Final Determination") if an Objection Notice has been timely delivered in accordance with Section 7.5(b).

Section 7.6. Third Party Claims.

(a) Without limiting the general application of the other provisions of this Article 7, if another Person not a party to this Agreement alleges facts that, if true, would mean that a party has breached its representations and warranties in this Agreement, the party for whose benefit the representations and warranties are made will be entitled to indemnity for those allegations and demands and related Losses under and pursuant to this Article 7. If the Indemnified Party seeks indemnity under this Article 7 in respect of, arising out of or involving a claim or demand, whether or not involving a Proceeding, by another Person not a party to this Agreement (a "Third Party Claim"), then the Indemnified Party will include in the Claim Notice (i) notice of the commencement or threat of any Proceeding relating to such Third Party Claim within thirty (30) days after the Indemnified Party has received written notice of the commencement or threat of the Third Party Claim and (ii) the facts constituting the basis for such Third Party Claim and the amount of the damages claimed by the other Person, in each case to the extent known to the Indemnified Party. Notwithstanding the foregoing, no delay or deficiency on the part of the Indemnified Party in so notifying the Indemnifying Party will relieve the Indemnifying Party of any Liability or obligation under this Agreement except to the extent the Indemnifying Party has been materially prejudiced by the delay or other deficiency.

(b) Within thirty (30) days after the Indemnified Party's delivery of a Claim Notice under this Section 7.6, the Indemnifying Party may assume control of the defense of such Third Party Claim by giving to the Indemnified Party written notice of the intention to assume such defense, but if and only if the Indemnifying Party further:

(i) acknowledges in writing to the Indemnified Party that any Losses (excluding punitive damage) that may be assessed in connection with the Third Party Claim constitute Losses for which the Indemnified Party will be indemnified pursuant to this Article 7 except to the extent of a final judgment that finds that the Indemnified Party acted with gross negligence or willful misconduct and that the Indemnifying Party will advance all expenses and costs of defense; and

(ii) retains counsel for the defense of the Third Party Claim reasonably satisfactory to the Indemnified Party and furnishes to theIndemnified Party evidence satisfactory to the Indemnified Party that the Indemnifying Party has and will have sufficient financial resources to fund on a current basis the cost of such defense and pay all Losses that may arise under the Third Party Claim.

(c) However, if the Seller is the Indemnifying Party, in no event may the Indemnifying Party assume, maintain control of, orparticipate in, the defense of any Third Party Claim (A) involving criminal liability, (B) in which any relief other than monetary damages is sought against the Indemnified Party or (C) in which the outcome of any Judgment or settlement in the matter could reasonably be expected to materially adversely affect the Indemnified Party's Tax Liability or the ability of the Indemnified Party to conduct its business (collectively, clauses (A) - (C), the "Special Claims"). An Indemnifying Party will lose any previously acquired right to control the defense of any Third Party Claim if for any reason the Indemnifying Party ceases to actively, competently and diligently conduct the defense.

(d) If the Indemnifying Party does not, or is not able to, assume or maintain control of the defense of a Third Party Claim incompliance with Section 7.6(b), the Indemnified Party will have the right to control the defense of the Third Party Claim. For avoidance of doubt, it is expressly understood that Seller has no obligation whatsoever to assume, control or otherwise defend a Third Party Claim. If the Indemnified Party controls the defense of the Third Party Claim, the Indemnifying Party agrees to pay to the Indemnified Party all reasonable attorneys' fees and other costs and expenses of defending the Third Party Claim promptly upon the determination that the Indemnified Party is entitled to indemnification by the Indemnifying Party pursuant to this Agreement to be satisfied solely to the extent set forth inSection 7.8 below. To the extent that the Third Party Claim does not constitute a Special Claim, the party not controlling the defense (the "Noncontrolling Party") may participate therein at its own expense. However, if the Indemnifying Party assumes control of such defense as permitted above and the Indemnified Party reasonably concludes that the Indemnifying Party and the Indemnified Party have conflicting interests or different defenses available with respect to the Third Party Claim, then the reasonable fees and expenses of counsel to the Indemnified Party will be considered and included as "Losses" for purposes of this Agreement. The party controlling the defense (the "Controlling Party") will reasonably advise the Noncontrolling Party of the status of the Third Party Claim and the defense thereof and, with respect to any Third Party Claim that does not relate to a Special Claim, the Controlling Party will consider in good faith recommendations made by the Noncontrolling Party. The Noncontrolling Party will furnish the Controlling Party with such information as it may have with respect to such Third Party Claim and related Proceedings (including copies of any summons, complaint or other pleading which may have been served on such party and any written claim, demand, invoice, billing or other document evidencing or asserting the same) and will otherwise cooperate with and assist in the defense of the Third Party Claim.

(e) The Indemnifying Party will not agree to any settlement of, or consent to the entry of any Judgment (other than a Judgment ofdismissal on the merits) arising from, any such Third Party Claim without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld or delayed; provided, however, that the consent of the Indemnified Party will not be required if the Indemnifying Party agrees in writing to pay any amounts payable pursuant to such settlement or any Judgment and such settlement or Judgment includes a full, complete and unconditional release of the Indemnified Party from further Liability. The Indemnified Party willnot agree to any settlement of, or the entry of any Judgment (other than a Judgment of dismissal on the merits) arising from, any such Third Party Claim without the prior written consent of the Indemnifying Party, which shall not be unreasonably withheld, delayed or conditioned.

Section 7.7. Survival.

(a) All representations and warranties of the Seller contained in this Agreement and the Seller Disclosure Schedule, any Ancillary Agreement or in any certificate delivered pursuant to this Agreement will survive the Closing until the second anniversary of the Closing Date; provided, however, that the representations and warranties set forth in Section 3.1 *(Organization and Good Standing),* Section 3.2 *(Authority and Enforceability),* Section 3.3 *(No Conflict),* Section 3.4 (*Security Interest; Foreclosure Rights*) and Section 3.6 *(Brokers or Finders)* of this Agreement will survive the Closing until the fifth anniversary of the Closing Date. All representations and warranties of CGI and Gentris, LLC contained in this Agreement as qualified by the CGI Disclosure Schedule, any Ancillary Agreement or in any certificate delivered by CGI and/or Gentris, LLC pursuant to this Agreement will terminate upon the Closing; provided, however, that the representations and warranties set forth inSection 5.19 (*Healthcare Compliance; Regulatory Compliance)* shall survive until the Transition Services Expiration Date; and, provided, further, however that the representations and warranties set forth in Section 5.1 (*Organization and Corporate Power*), Section 5.2 (*Authority; No Violation*) and Section 5.17 (*Title to Assets; Tangible Personal Property*) shall survive the Closing indefinitely. All covenants contained in this Agreement will survive the Closing until fully performed; provided, however, that the Creditor Litigation Cost Indemnification Obligation will survive the Closing until the third anniversary of the Closing Date; provided, further, that the statute of limitations for a claim for breach of Contract in Section 8106 of the Delaware General Corporation Law, as amended, shall not apply.

(b) All claims for indemnification under this Article 7 must be asserted prior to the expiration of the applicable survival period set forth in Section 7.7(a). If the claim with respect to which such notice has been given is definitively withdrawn or resolved in favor of the Indemnified Party, the Indemnified Party will promptly so notify the Indemnifying Party.

Section 7.8. Limitations on Liability.

(a) Nothing in this Agreement will limit the Liability of a Party to the other party for fraud or willful misconduct by such Party.

(b) Notwithstanding anything in this Agreement to the contrary, if any representation and warranty contained in this Agreement or in any certificate delivered pursuant to this Agreement is qualified by materiality, "Material Adverse Effect," or any other similar qualification, such qualification will be ignored and deemed not included in such representation and warranty for purposes of (i) determining whether there has been a breach of or inaccuracy in such representation or warranty and (ii) calculating the amount of Losses resulting from, arising out of, or relating to such breach or inaccuracy for purposes of this Article 7.

(c) In no event will any party which is a signatory to this Agreement be liable under this Agreement to any other party or other Person for special, incidental, punitive or consequential damages (including lost profits) in connection with any claims, losses, damages or injuries arising out of the conduct of such party pursuant to this Agreement regardless of whether the nonperforming party was advised of the possibility of such damages or not. The exclusion of special, incidental, punitive or consequential damages as set forth in the preceding sentence will not apply to any such damages recovered by third parties against a Buyer Indemnified Party or a Seller Indemnified Party, as the case may be, in connection with Losses that may be indemnified under this Agreement.

(d) Except for fraud, adjustment payments pursuant to Section 2.9 and Section 2.10 and recovery against the Excess Consideration Note and the Holdback, this Article 7 shall be the sole and exclusive remedy of the Buyer Indemnified Parties and the Seller Indemnified Parties formonetary damages with respect to any and all claims relating to this Agreement, any Ancillary Agreement or the transactions contemplated by this Agreement or the Ancillary Agreements.

(e) The Buyer Indemnified Parties and the Seller Indemnified Parties shall not be entitled to indemnification under Section 7.3(c) or Section 7.2(a), respectively, unless the aggregate of the Indemnifying Party's indemnification obligations under Section 7.3(c) or Section 7.2(a), as applicable, exceeds One Hundred Sixty Two Thousand Seven Hundred Fifty U.S. Dollars ($162,750) (the "Tipping Basket"), in which event the Indemnifying Party shall be required to pay to the Indemnified Party and be liable for all such Losses from the first dollar of such Losses. This Section 7.8(e) shall not apply to any breaches of the Fundamental Representations or to breaches or inaccuracies of the representations and warranties set forth in and under Section 7.3(e).

(f) Except for fraud, the Buyer Indemnified Parties shall not be entitled to indemnification under:

(i) Section 7.3(b) for any amounts in excess of Three Hundred and Fifty Thousand Dollars ($350,000); and

(ii) Section 7.3(c) for any amounts in excess of Seven Hundred and Thirty-Five Thousand Dollars ($735,000).

(g) Except for fraud, no party can recover under this Article 7 an amount in excess of such portion of the Purchase Price actually received by CGI, including the amount of the Excess Consideration Note.

Section 7.9. Exercise of Remedies by Buyer Indemnified Parties Other Than the Buyer. No Buyer Indemnified Party (other than the Buyer or any successor or assignee of the Buyer) is entitled to assert any indemnification claim or exercise any other remedy under this Agreement unless the Buyer (or any successor or assignee of the Buyer) consents to the assertion of the indemnification claim or the exercise of such other remedy.

ARTICLE 8
GENERAL PROVISIONS

Section 8.1. Notices. All notices and other communications under this Agreement must be in writing and are deemed duly delivered when (a) delivered if delivered personally or by nationally recognized overnight courier service (costs prepaid), or (b) received or rejected by the addressee, if sent by United States of America certified or registered mail, return receipt requested; in each case to the following addresses or facsimile numbers and marked to the attention of the individual (by name or title) designated below (or to such other address, facsimile number or individual as a party may designate by notice to the other party):

To the Seller:

Partners for Growth IV, L.P.
Attention: Andrew Kahn
1751 Tiburon Blvd
Tiburon, California 94920
Telephone: 415-912-5894
Email: andrew@pfgrowth.com

with a copy (which shall not constitute notice) to:

Levy, Small & Lallas
Attention: Leo D. Plotkin
815 Moraga Drive
Los Angeles, California 90049-1633
Telephone: 310-471-3000
Email: lplotkin@lsl-la.com

To the Buyer or IDXG:

Interpace Diagnostics Group, Inc.
Interpace BioPharma, Inc.
c/o Morris Corporate Center 1, Building C
300 Interpace Parkway
Parsippany, New Jersey 07054
Attention: Jack E. Stover, President & CEO
Telephone: 412-224-6100
Email: jstover@interpacedx.com

with a copy (which shall not constitute notice) to:

Pepper Hamilton LLP
Attention: Merrill M. Kraines, Esq.
The New York Times Building
37th Floor
620 Eighth Avenue
New York, New York 10018
Telephone: 212-808-2711
Facsimile: 212-286-9806
Email: krainesm@pepperlaw.com

To CGI:

Cancer Genetics, Inc.
Attention: Jay Roberts, President & CEO
201 Route 17 North, 2nd Floor
Rutherford, New Jersey 07070
Telephone: 201-528-9200
Facsimile: 201-528-9201
Email: Jay.Roberts@CGI.com

with a copy (which shall not constitute notice) to:

Lowenstein Sandler LLP
Attention: Samiul E. Khan
1251 Avenue of the Americas
New York, New York 10020
Telephone: 973.597.6372
Email: skhan@lowenstein.com

Section 8.2. Amendment. This Agreement may not be amended, supplemented or otherwise modified except in a written document signed by each party to be bound by the amendment and that identifies itself as an amendment to this Agreement.

Section 8.3. Waiver; Remedies. The parties may (a) extend the time for performance of any of the obligations or other acts of anyother party to this Agreement, (b) waive any inaccuracies in the representations and warranties of any other party to this Agreement contained in this Agreement or in any certificate, instrument or document delivered pursuant to this Agreement or (c) waive compliance with any of the covenants, agreements or conditions for the benefit of such party contained in this Agreement. Any such extension or waiver by a party to this Agreement will be valid only if set forth in a written document signed on behalf of the party or parties against whom the waiver or extension is to be effective. No extension or waiver will apply to any time for performance, inaccuracy in any representation or warranty, or noncompliance with any covenant, agreement or condition, as the case may be, other than that which is specified in the written extension or waiver. No failure or delay by a party in exercising any right or remedy under this Agreement or any of the documents delivered pursuant to this Agreement, and no course of dealing between the parties, operates as a waiver of such right or remedy, and no single or partial exercise of any such right or remedy precludes any other or further exercise of such right or remedy or the exercise of any other right or remedy. Any enumeration of a party's rights and remedies in this Agreement is not intended to be exclusive, and a party's rights and remedies are intended to be cumulative to the extent permitted by law and include any rights and remedies authorized in law or in equity.

Section 8.4. Entire Agreement. This Agreement (including the Schedules and Exhibits hereto, the Ancillary Agreements, and the other documents and instruments referred to in this Agreement that are to be delivered at the Closing) constitutes the entire agreement between the parties and supersedesany prior understandings, agreements or representations by or between the parties, or either of them, written or oral, with respect to the subject matter of this Agreement. Notwithstanding the foregoing, the Confidentiality Agreement will remain in effect in accordance with its terms as modified pursuant to Section 6.15.

Section 8.5. Assignment; Successors; No Third Party Rights. This Agreement binds and benefits the parties and their respective successors and assigns, except that the Seller and CGI may not assign any rights under this Agreement, whether by operation of law or otherwise, without the prior written consent of the Buyer, which consent shall not be unreasonably withheld. No party may delegate any performance of its obligations under this Agreement, except that the Buyer may at any time delegate the performance of its obligations to any Affiliate of the Buyer so long as the Buyer remains fully responsible for the performance of the delegated obligation. Nothing expressed or referred to in this Agreement will be construed to give any Person, other than the parties to this Agreement, any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement except such rights as may inure to a successor or permitted assignee under this Section.

Section 8.6. Severability. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way and the parties agree to negotiate in good faith to replace such invalid, illegal and unenforceable provision with a valid, legal and enforceable provision that achieves, to the greatest lawful extent under this Agreement, the economic, business and other purposes of such invalid, illegal or unenforceable provision.

Section 8.7. Exhibits; Schedules. The Exhibits and Schedules to this Agreement are incorporated herein by reference and made apart of this Agreement. The Seller Disclosure Schedule, CGI Disclosure Schedule and the Buyer Disclosure Schedule are arranged in sections and paragraphs corresponding to the numbered and lettered sections and paragraphs of Article 3 and Article 4, as applicable. The disclosure in any section or paragraph of the Seller Disclosure Schedule, CGI Disclosure Schedule or the Buyer Disclosure Schedule qualifies other sections and paragraphs in this Agreement where such disclosure would be appropriate and the appropriateness of such disclosure to such other section(s) is reasonably apparent on its face from a reading of such disclosure. The listing or inclusion of a copy of a document or other item is not adequate to disclose an exception to any representation or warranty in this Agreement unless the representation or warranty relates to the existence of the document or item itself.

Section 8.8. Interpretation. In the negotiation of this Agreement, each Party has received advice from its own attorney. The languageused in this Agreement is the language chosen by the Parties to express their mutual intent, and no provision of this Agreement will be interpreted for or against any Party because that Party or its attorney drafted the provision.

Section 8.9. Governing Law. Unless any Exhibit or Schedule specifies a different choice of law, the internal laws of the State of Delaware (without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any other jurisdiction) govern all matters arising out of or relating to this Agreement (including the interpretation thereof, whether arising in Contract, tort or at equity) and its Exhibits and Schedules and all of the transactions it contemplates, including its validity, interpretation, construction, performance and enforcement and any disputes or controversies arising therefrom or related thereto.

Section 8.10. Specific Performance. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. The Parties accordingly agree that, in addition to any other remedy to which they are entitled at law or in equity, the Parties are entitled to injunctive relief to prevent breaches of this Agreement and otherwise to enforce specifically the provisions of this Agreement. Each Party expressly waives any requirement that any other party obtain any bond or provide any indemnity in connection with any action seeking injunctive relief or specific enforcement of the provisions of this Agreement.

Section 8.11. Jurisdiction; Service of Process. Any action or proceeding arising out of or relating to this Agreement or the transactions contemplated by this Agreement must be brought in the courts of the State of Delaware, or, if it has or can acquire jurisdiction, in the United States District Courts in the state of Delaware. Each of the Parties knowingly, voluntarily and irrevocably submits to the exclusive jurisdiction of each such court in any such action or proceeding and waives any objection it may now or hereafter have to venue or to convenience of forum. Any Party may make service on another Party by sending or delivering acopy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 8.1. Nothing in this Section 8.11, however, affects the right of any Party to serve legal process in any other manner permitted by Law.

Section 8.12. Waiver of Jury Trial. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, 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 TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR THE ACTIONS OF ANY PARTY TO THIS AGREEMENT IN NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT OF THIS AGREEMENT.

Section 8.13. Expenses. Except as otherwise provided in this Agreement (or, with respect to PFG's expenses, as provided in the Funds Flow), each party will pay its respective direct and indirect expenses incurred by it in connection with the preparation and negotiation of this Agreement and the consummation of the transactions contemplated by this Agreement, including all fees and expenses of its advisors and representatives.

Section 8.14. No Joint Venture. Nothing in this Agreement creates a joint venture or partnership between the Parties. This Agreement does not authorize any Party (a) to bind or commit, or to act as an agent, employee or legal representative of, the other Party, except as may be specifically set forth in other provisions of this Agreement or (b) to have the power to control the activities and operations of the other party. The Parties are independent contractors with respect to each other under this Agreement. Each Party agrees not to hold itself out as having any authority or relationship contrary to this Section 8.14.

Section 8.15. Counterparts. The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the Party that signed it, and all of which together constitute one agreement. This Agreement is effective upon delivery of one executed counterpart from each Party to the other Party. The signatures of all Parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending Party's signature(s) is as effective as signing and delivering the counterpart in person.

[Signature page follows.]

IN WITNESS WHEREOF, the Buyer, the Seller and CGI have caused this Agreement to be duly executed and delivered as of the day and year first above written.

THE SELLER:

PARTNERS FOR GROWTH IV, L.P.,
a Delaware limited partnership

By: */s/ Philip Lawson*
Name: Philip Lawson
Its: Manager, Partners for Growth IV LLC
its General Partner

THE BUYER:

INTERPACE BIOPHARMA, INC.,
a Delaware corporation

By: */s/ Jack Stover*
Name: Jack Stover
Its: President & Chief Executive Officer

IDXG:

INTERPACE DIAGNOSTICS GROUP, INC.,
a Delaware corporation

By: */s/ Jack Stover*
Name: Jack Stover
Its: President & Chief Executive Officer

CGI:

CANCER GENETICS, INC.,
a Delaware corporation

By: */s/ John A. Roberts*
Name: John A. Roberts
Its: President & CEO

Acknowledged and Consented to by:
(including with respect to Section 5.21 hereof):

Gentris, LLC,
a Delaware limited liability company

By: */s/ John A. Roberts*
Name: John A. Roberts
Its: President & CEO

INTERPACE DIAGNOSTICS GROUP, INC.
CERTIFICATE OF DESIGNATION OF PREFERENCES, RIGHTS AND LIMITATIONS

OF

SERIES A CONVERTIBLE PREFERRED STOCK
AND
SERIES A-1 CONVERTIBLE PREFERRED STOCK

PURSUANT TO SECTION 151 OF THE
DELAWARE GENERAL CORPORATION LAW

INTERPACE DIAGNOSTICS GROUP, INC., a Delaware corporation (the "**Corporation**"), in accordance with the provisions of Section 103 of the Delaware General Corporation Law (the "**DGCL**") does hereby certify that, in accordance with Section 151 of the DGCL, the following resolution was duly adopted by the Board of Directors of the Corporation on July 12, 2019:

RESOLVED, pursuant to authority expressly set forth in the Certificate of Incorporation of the Corporation (the "**Certificate of Incorporation**"), the issuance of a series of Preferred Stock designated as the Series A Convertible Preferred Stock, par value $0.01 per share, of the Corporation and the issuance of a series of Preferred Stock designated as the Series A-1 Convertible Preferred Stock, par value $0.01 per share, of the Corporation is each hereby authorized and the designation, number of shares, powers, preferences, rights, qualifications, limitations and restrictions thereof (in addition to any provisions set forth in the Certificate of Incorporation that are applicable to the Preferred Stock of all classes and series) are hereby fixed, and this Certificate of Designation of Preferences, Rights and Limitations of Series A Convertible Preferred Stock and Series A-1 Convertible Preferred Stock is hereby approved as follows:

SERIES A AND SERIES A-1 CONVERTIBLE PREFERRED STOCK

Section 1. Definitions. For the purposes hereof, the following terms shall have the following meanings:

"**Additional Shares of Common Stock**" shall mean all shares of Common Stock issued (or, pursuant to Section 9(e) below, deemed to be issued) by the Corporation after the Issuance Date, other than: (a) shares of Common Stock, Options or Convertible Securities issued as a dividend or distribution on Senior Preferred Stock; (b) shares of Common Stock, Options or Convertible Securities issued by reason of a dividend, stock split, split-up or other distribution on shares of Common Stock that is covered by Section 9(a), Section 9(b) or Section 9(c); (c) shares of Common Stock or Options issued to employees or directors of, or consultants or advisors to, the Corporation or any of its subsidiaries pursuant to a plan, agreement or arrangement approved by the Board of Directors of the Corporation, including the approval of at least one Series A Director; (d) shares of Common Stock or Convertible Securities actually issued upon the exercise of Options or shares of Common Stock actually issued upon the conversion or exchange of Convertible Securities, in each case, provided such issuance is pursuant to the terms of an Option or Convertible Security that is issued and outstanding prior to the Issuance Date (clauses a – d collectively, "**Exempted Securities**").

"**Affiliate**" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Person, as such terms are used in and construed under Rule 405 under the Securities Act. With respect to a Purchaser, any investment fund or managed account that is managed on a discretionary basis by the same investment manager as such Purchaser will be deemed to be an Affiliate of such Purchaser.

"**Business Day**" means any day except Saturday, Sunday, any day which shall be a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

"**Commission**" means the U.S. Securities and Exchange Commission.

"**Common Stock**" means the Corporation's common stock, par value $0.01 per share.

"**Conversion Shares**" means, collectively, the shares of Common Stock issuable upon conversion of the shares of Series A Preferred Stock in accordance with the terms hereof.

"**Convertible Securities**" shall mean any evidences of indebtedness, shares or other securities directly or indirectly convertible into or exchangeable for Common Stock, but excluding Options.

"**Deemed Liquidation**" shall mean (a) a merger or consolidation in which (i) the Corporation is a constituent party or (ii) a subsidiary of the Corporation is a constituent party and the Corporation issues shares of its capital stock pursuant to such merger or consolidation, except any such merger or consolidation involving the Corporation or a subsidiary in which the shares of capital stock of the Corporation outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for shares of capital stock that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the capital stock of (1) the surviving or resulting corporation; or (2) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger or consolidation, the parent corporation of such surviving or resulting corporation; or (b) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Corporation or any subsidiary of the Corporation of all or substantially all the assets of the Corporation and its subsidiaries taken as a whole, or the sale or disposition (whether by merger, consolidation or otherwise) of one or more subsidiaries of the Corporation if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Corporation.

"**DGCL**" shall mean the Delaware General Corporation Law.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"**Holder**" means any holder of Senior Preferred Stock.

"**Issuance Date**" means July 15, 2019.

"**Minimum Price**" means the lower of (a) the closing price of Common Stock (as reflected on Nasdaq.com) on the Trading Day immediately preceding the Issuance Date; or (b) the average closing price of the Common Stock (as reflected on Nasdaq.com) for the five Trading Days immediately preceding the Issuance Date.

"**Net Revenue**" means the consolidated net revenue recognized by the Corporation as set forth on the Corporation's audited consolidated statement of operations for the twelve month period ended December 31, 2020, as reported by the Corporation on Form 10-K as filed with the Commission, in each case, solely to the extent such consolidated net revenue arises from the Corporation's clinical testing business (which for the avoidance of doubt will exclude any products or services acquired or licensed by the Corporation or any of its direct or indirect subsidiaries from and after the Issuance Date, including pursuant to that certain Secured Creditor Asset Purchase Agreement, entered into by a subsidiary of the Corporation on the Issuance Date).

"**Option**" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Common Stock or Convertible Securities.

"**Person**" means any individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

"**Preferred Stock**" means the Corporation's preferred stock, par value $0.01 per share.

"**Series A Adjustment Amount**" means an amount equal to the product, of: (a) three cents ($0.03); multiplied by (b) (the amount, if any, by which the Net Revenue is less than Thirty Four Million Dollars ($34,000,000)) divided by 1,000,000; provided, however, in no event will the Series A Adjustment Amount equal an amount greater than twenty one cents $0.21 per share (it being understood that the Series A Adjustment Amount shall be subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares).

"**Series A Conversion Price**" means an amount initially equal to eighty cents ($0.80) (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares) minus the Series A Adjustment Amount, subject to adjustment as provided herein.

"**Series A Conversion Ratio**" means, for each share of Series A Preferred Stock, the ratio obtained by dividing the Series A Liquidation Amount of such share by the Series A Conversion Price.

"Series A Liquidation Value" means an amount equal to the Series A Liquidation Amount divided by the number of shares of Series A Preferred Stock outstanding.

"Series A-1 Liquidation Value" means an amount equal to the Series A-1 Liquidation Amount divided by the number of shares of Series A-1 Preferred Stock outstanding.

"**Series A Mandatory Conversion Price**" means an amount equal to eighty cents ($0.80) minus the Series A Adjustment Amount.

"**Series A Minimum Voting Ratio** " means, for each share of Series A Preferred Stock, the ratio obtained by dividing the Stated Value by Eighty Cents ($0.80) (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares).

"**Stated Value**" means $100,000 per share.

"**Threshold Amount**" means 19.99% of the number of shares of Common Stock outstanding immediately prior to the issuance of Senior Preferred Stock on the Issuance Date.

"**Trading Day**" means a day on which the Common Stock is traded for any period on a principal securities exchange or if the Common Stock is not traded on a principal securities exchange, on a day that the Common Stock is traded on another securities market on which the Common Stock is then being traded.

Section 2. Designation, Amount and Par Value; Assignment.

(a) The first series of Preferred Stock designated by this Certificate of Designation shall be designated as the Corporation's Series A Convertible Preferred Stock (the "**Series A Preferred Stock**") and the number of shares so designated shall be 270. The second series of Preferred Stock designated by this Certificate of Designation shall be designated as the Corporation's Series A-1 Convertible Preferred Stock (the "**Series A-1 Preferred Stock**" and together with the Series A Preferred Stock, the "**Senior Preferred Stock**") and the number of shares so designated shall be 80. The Senior Preferred Stock shall have a par value of $0.01 per share.

(b) The Corporation shall register shares of the Senior Preferred Stock, upon records to be maintained by the Corporation for that purpose (the "**Senior Preferred Stock Register**"), in the name of the Holders thereof from time to time. The Corporation may deem and treat the registered Holder of shares of Senior Preferred Stock as the absolute owner thereof for the purpose of any conversion thereof and for all other purposes. Shares of Senior Preferred Stock may be issued solely in book-entry form or, if requested by any Holder, such Holder's shares may be issued in certificated form. The Corporation shall register the transfer of any shares of Senior Preferred Stock in the Senior Preferred Stock Register, upon surrender of the certificates (if applicable) evidencing such shares to be transferred, duly endorsed by the Holder thereof, to the Corporation at its address specified herein. Upon any such registration or transfer, a new certificate (or book-entry notation, if applicable) evidencing the shares of Senior Preferred Stock so transferred shall be issued to the transferee and a new certificate (or book-entry notation, if applicable) evidencing the remaining portion of the shares not so transferred, if any, shall be issued to the transferring Holder, in each case, within two (2) Business Days. The provisions of this Certificate of Designation are intended to be for the benefit of all Holders from time to time and shall be enforceable by any such Holder.

Section 3. Dividends.

(a) From and after the third (3rd) anniversary of the Issuance Date, each share of Series A-1 Preferred Stock shall accrue dividends at the rate per annum of twelve percent (12%) of the Stated Value plus the amount of previously declared or accrued, and not previously paid dividends (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares) (the "**Series A-1 Accruing Dividends**"). The Series A-1 Accruing Dividends shall accrue from day to day, whether or not declared, and shall be cumulative and be compounded quarterly; provided, however, that except as set forth in the following sentence of this Section 3(a) such Series A-1 Accruing Dividends shall be payable only when, as, and if declared by the Board of Directors and the Corporation shall be under no obligation to pay such Series A-1 Accruing Dividends. The Corporation shall not declare, pay or set aside any dividends on shares of any other class or series of capital stock of the Corporation (other than the Series A Accruing Dividend and dividends on shares of Common Stock payable in shares of Common Stock) unless the Holders of the Series A-1 Preferred Stock then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding share of Series A-1 Preferred Stock in an amount at least equal to the sum of (i) the amount of the aggregate Series A-1 Accruing Dividends then accrued on such share of Series A-1 Preferred Stock and not previously paid, plus (ii) (A) in the case of a dividend on Common Stock or any class or series that is convertible into Common Stock, that dividend per share of Series A-1 Preferred Stock as would equal the product of (1) the dividend payable on each share of such class or series determined, if applicable, as if all shares of such class or series had been converted into Common Stock and (2) the number of shares of Common Stock issuable had such share of Series A-1 Preferred Stock been converted into Series A Preferred Stock pursuant to Section 7 immediately prior to such dividend and immediately thereafter and effective prior to the consummation of such dividend each such share of Series A Preferred Stock had been converted to Common Stock pursuant to Section 8 without regard to the Exchange Cap, in each case calculated on the record date for determination of holders entitled to receive such dividend or (B) in the case of a dividend on any class or series that is not convertible into Common Stock, at a rate per share of Series A-1 Preferred Stock determined by (1) dividing the amount of the dividend payable on each share of such class or series of capital stock by the original issuance price of such class or series of capital stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares) and (2) multiplying such fraction by an amount equal to the Stated Value; provided that, if the Corporation declares, pays or sets aside, on the same date, a dividend on shares of more than one class or series of capital stock of the Corporation, the dividend payable to the holders of Series A-1 Preferred Stock pursuant to this Section 3(a) shall be calculated based upon the dividend on the class or series of capital stock that would result in the highest Series A-1 Preferred Stock dividend. Notwithstanding anything to the contrary herein, the Corporation shall not declare, pay or set aside a dividend on Series A-1 Preferred Stock consisting of Common Stock prior to the Nasdaq Approval Date.

(b) From and after the initial issuance date of a share of Series A Preferred Stock, including the date of conversion of any shares of Series A-1 Preferred Stock into Series A Preferred Stock, each such share of Series A Preferred Stock shall accrue dividends at the rate per annum of six percent (6%) of the Stated Value plus the amount of previously declared or accrued, and not previously paid dividends (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares) (the "**Series A Accruing Dividends**"). The Series A Accruing Dividends shall accrue from day to day, whether or not declared, and shall be cumulative and be compounded quarterly; provided, however, that except as set forth in the following sentence of this Section 3(b) such Series A Accruing Dividends shall be payable only when, as, and if declared by the Board of Directors and the Corporation shall be under no obligation to pay such Series A Accruing Dividends. The Corporation shall not declare, pay or set aside any dividends on shares of any other class or series of capital stock of the Corporation (other than the Series A-1 Accruing Dividend and dividends on shares of Common Stock payable in shares of Common Stock) unless the Holders of the Series A Preferred Stock then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding share of Series A Preferred Stock in an amount at least equal to the sum of (i) the amount of the aggregate Series A Accruing Dividends then accrued on such share of Series A Preferred Stock and not previously paid, plus (ii) (A) in the case of a dividend on Common Stock or any class or series that is convertible into Common Stock, that dividend per share of Series A Preferred Stock as would equal the product of (1) the dividend payable on each share of such class or series determined, if applicable, as if all shares of such class or series had been converted into Common Stock and (2) the number of shares of Common Stock issuable upon conversion of a share of Series A Preferred Stock pursuant to Section 8 without regard to the Exchange Cap, in each case calculated on the record date for determination of holders entitled to receive such dividend or (B) in the case of a dividend on any class or series that is not convertible into Common Stock, at a rate per share of Series A Preferred Stock determined by (1) dividing the amount of the dividend payable on each share of such class or series of capital stock by the original issuance price of such class or series of capital stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares) and (2) multiplying such fraction by an amount equal to the Stated Value; provided that, if the Corporation declares, pays or sets aside, on the same date, a dividend on shares of more than one class or series of capital stock of the Corporation, the dividend payable to the Holders of Series A Preferred Stock pursuant to this Section 3(b) shall be calculated based upon the dividend on the class or series of capital stock that would result in the highest Series A Preferred Stock dividend. Notwithstanding anything to the contrary herein, the Corporation shall not declare, pay or set aside a dividend on Series A Preferred Stock consisting of Common Stock prior to the Nasdaq Approval Date.

Section 4. Voting Rights.

(a) Non-Voting Series A-1 Preferred Stock. The Series A-1 Preferred Stock shall have no voting rights.

(b) General Series A Preferred Stock Voting Rights . From and after the Issuance Date until the earlier of: (i) the day following the Next Meeting Date (as defined below); and (ii) six (6) months following the Issuance Date (the "**Voting Date**"), the Series A Preferred Stock shall have no voting rights (the "**Voting Block**"); provided, however, that the Voting Block shall not apply to Section 4(c)(i), Section 4(c)(ii), Section 4(c)(iii), Section 4(c)(iv), Section 4(c)(vi), Section 4(d) or Section 4(e); provided, further, that from and after the day following the Next Meeting Date, the Voting Block shall not apply. On any matter presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or by written consent of stockholders in lieu of meeting), each Holder of outstanding shares of Series A Preferred Stock shall be entitled to cast the number of votes equal to the lesser of: (a) the number of whole shares of Common Stock into which the shares of Series A Preferred Stock held by such Holder are convertible as of the record date for determining stockholders entitled to vote on such matter; and (b) the number of whole shares of Common Stock equal to the number of shares of Series A Preferred Stock held by such Holder as of the record date for determining stockholders entitled to vote on such matter multiplied by the Series A Minimum Voting Ratio; provided, however, that at any meeting of stockholders of the Corporation (or by written consent of stockholders in lieu of meeting) pursuant to which the record date for determining the stockholders entitled to vote at such meeting (or by written consent) occurs prior to the Nasdaq Approval Date, each share of Series A Preferred Stock that exceeds the Exchange Cap shall have no voting rights (the "**Voting Cap**"); provided, further, that from and after the Nasdaq Approval Date, the Voting Cap shall not apply. Except as provided by law or by the other provisions of this Certificate of Designation, Holders of Series A Preferred Stock shall vote together with the holders of Common Stock as a single class and on an as-converted to Common Stock basis.

(c) Directors.

(i) After the Nasdaq Approval Date, for so long as at least 135 shares of Series A Preferred Stock remain outstanding that are not subject to the Voting Cap (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares) or if the Holders of Series A Preferred obtain an exemption to the Voting Cap from the Nasdaq Capital Market with respect to the right to appoint directors of the Corporation, the Holders of record of the shares of Series A Preferred Stock, exclusively and as a separate class, shall be entitled to elect three (3) directors of the Corporation.

(ii) After the Nasdaq Approval Date, for so long as at least 90 shares of Series A Preferred Stock remain outstanding that are not subject to the Voting Cap (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares) or if the Holders of Series A Preferred obtain an exemption to the Voting Cap from the Nasdaq Capital Market with respect to the right to appoint directors of the Corporation, the Holders of record of the shares of Series A Preferred Stock, exclusively and as a separate class, shall be entitled to elect two (2) directors of the Corporation.

(iii) For so long as at least 45 shares of Series A Preferred Stock remain outstanding that are not subject to the Voting Cap (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares), the Holders of record of the shares of Series A Preferred Stock, exclusively and as a separate class, shall be entitled to elect one (1) director of the Corporation (each director elected pursuant to this Section 4(c) shall hereinafter referred to as a "**Series A Director**").

(iv) If the Corporation is unable to redeem for cash in compliance with Section 6 all of the shares of Senior Preferred Stock subject to a Redemption Notice in compliance with applicable law, the Holders of record of the shares of Series A Preferred Stock, exclusively and as a separate class, shall be entitled to elect a majority of the directors of the Corporation then in-office.

(v) The holders of record of the shares of Common Stock and of any other class or series of voting stock (including the Series A Preferred Stock), exclusively and voting together as a single class, shall, subject to the rights of any additional series of Preferred Stock that may be established from time to time, be entitled to elect the balance of the total number of directors of the Corporation. At any meeting held for the purpose of electing a director, the presence in person or by proxy of the holders of a majority of the outstanding shares of the class or series entitled to elect such director shall constitute a quorum for the purpose of electing such director.

(vi) Any director elected pursuant to this Section 4(c) may be removed without cause by, and only by, the affirmative vote of the holders of the shares of the class or series of capital stock entitled to elect such director or directors, given either at a special meeting of such stockholders duly called for that purpose or pursuant to a written consent of stockholders. A vacancy in any directorship filled by the holders of any class or series shall be filled only by vote or written consent in lieu of a meeting of the holders of such class or series or by any remaining director or directors elected by the holders of such class or series pursuant to this Section 4(c).

(d) Protective Provisions. Notwithstanding anything in this Certificate of Designation to the contrary, for so long as any shares of the Senior Preferred Stock remain outstanding, the following actions may only be taken by the Corporation or any of its direct or indirect subsidiaries with the written consent of Holders representing a majority of the outstanding shares of Senior Preferred Stock (voting as a single class):

(i) amend, waive, alter or repeal the preferences, rights, privileges or powers of the Holders of the Senior Preferred Stock;

(ii) amend, alter or repeal any provision of this Certificate of Designation in a manner that is adverse to the Holders of Senior Preferred Stock;

(iii) authorize, create or issue any equity securities senior to or pari passu with either series of the Senior Preferred Stock; or

(iv) increase or decrease the number of directors constituting the Board.

(e) Additional Protective Provisions. Notwithstanding anything in this Certificate of Designation to the contrary, for so long as either: (i) at least 105 shares of Senior Preferred Stock remain outstanding (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares); or (ii) at least 28 shares of Series A-1 Preferred Stock remain outstanding (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares), the following actions may only be taken by the Corporation or any of its direct or indirect subsidiaries with the written consent with the consent of Holders representing a majority of the outstanding shares of Senior Preferred Stock (voting as a single class):

(A) (1) authorize, create or issue any debt securities for borrowed money or funded debt pursuant to which the Corporation or any of its direct or indirect subsidiaries issues shares, warrants or any other convertible security in the same transaction or a series of related transactions; or (2) authorize, create or issue any debt securities for borrowed money or funded debt pursuant to which the Corporation or any of its direct or indirect subsidiaries does not issue shares, warrants or any other convertible security in the same transaction or a series of related transactions exceeding $4.5 million initially (the "**Debt Threshold**"), excluding, however: (w) any capitalized and operating leases entered into by the Corporation or its direct or indirect subsidiaries in the ordinary course of business consistent with past practice; and (x) any debt incurred by the Corporation pursuant to the terms of the Corporation's existing term loan and credit facility with Silicon Valley Bank as it is proposed to be expanded on the Issuance Date on similar terms with Silicon Valley Bank or another comparable credit facility provider subsequent to the Issuance Date; provided, that if the aggregate consolidated revenue recognized by the Corporation and its direct or indirect subsidiaries (the "**Combined Revenue**") as reported by the Corporation on Form 10-K as filed with the Commission for any fiscal year ending after the Issuance Date exceeds $45 million dollars, the Debt Threshold for the following fiscal year shall increase to an amount equal to: (y) ten percent (10%); multiplied by (z) the Combined Revenue as reported by the Corporation on Form 10-K as filed with the Commission for the previous fiscal year;

(B) merge with or acquire all or substantially all of the assets of one or more other companies or entities with a value in excess of $20 million (the "**Acquisition Threshold**"); provided, that the Acquisition Threshold shall increase on a straight line basis to an amount up to $40 million, but in no event greater than $40 million, to the extent Combined Revenue for the then-most recently completed quarterly period as reported by the Corporation on Form 10-K as filed with the Commission or Form 10-Q as filed with the Commission, as applicable, falls between the Combined Revenue for the Corporation's fiscal quarter ended on September 30, 2019, and 100% greater than the Combined Revenue for the Corporation's fiscal quarter ended on September 30, 2019;

(C) materially change the nature of the business of the Corporation or any of its direct or indirect subsidiaries as it is proposed to be conducted as of the Issuance Date.;

(D) consummate any Liquidation (as defined below);

(E) transfer, by sale, exclusive license or otherwise, material intellectual property rights of the Corporation or any of its direct or indirect subsidiaries, other than licenses, transfers or sales of products accomplished in the ordinary course of business consistent with past practice;

(F) declare or pay any cash dividend or make any cash distribution on any equity interests of the Corporation other than the Senior Preferred Stock;

(G) repurchase or redeem any shares of capital stock of the Corporation, except for: (1) the redemption of the Senior Preferred Stock pursuant to Section 5(e) or Section 6; or (2) repurchases of Common Stock under agreements previously approved by the Board of Directors of the Corporation with employees, consultants, advisors or others who performed services for the Corporation or any direct or indirect subsidiary in connection with the cessation of such employment or service;

(H) incur any additional individual debt, indebtedness for borrowed money or other additional liabilities pursuant to which the Corporation or any of its direct or indirect subsidiaries issues shares, warrants or any other convertible security in the same transaction or a series of related transactions; or (b) incur any individual debt, indebtedness for borrowed money or other liabilities pursuant to which the Corporation or any of its direct or indirect subsidiaries does not issue shares, warrants or any other convertible security in the same transaction or a series of related transactions in excess of the Debt Threshold (in each case, excluding: (i) any capitalized and operating leases entered into by the Corporation or its direct or indirect subsidiaries in the ordinary course of business consistent with past practice; (ii) any debt incurred by the Corporation pursuant to the terms of the Corporation's existing term loan and credit facility with Silicon Valley Bank as it is proposed to be expanded on the Issuance Date on similar terms with Silicon Valley Bank or another comparable credit facility provider subsequent to the Issuance Date; and (iii) any purchase money financing in connection with the acquisition of equipment or otherwise); or

(I) change any accounting methods or practices of the Corporation or any of its direct or indirect subsidiaries, except for those changes required by GAAP or applicable regulatory agencies or authorities, including but not limited to the Securities and Exchange Commission and the Financial Accounting Standards Board, in each case, as consented to by the Corporation's independent auditors.

(f) Notwithstanding the foregoing, nothing in Section 4(e) shall restrict the Corporation's ability to adopt an at-the-market offering of its Common Stock or other public offering of Common Stock registered with the Commission on Form S-3 for up to $5 million worth of the Common Stock ("**Permitted Financings**"); provided, however, that Permitted Financings will not include any transaction or series of related transactions pursuant to which the Corporation issues warrants or any other convertible security without the written consent of Holders representing a majority of the outstanding shares of Senior Preferred Stock.

Section 5. Liquidation.

(a) In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation (a "**Liquidation**"), the Holders of shares of Series A-1 Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders (on a pari passu basis with the holders of any class or series of Preferred Stock ranking on liquidation on a parity with the Series A-1 Preferred Stock), and before any payment shall be made to the Holders of Series A Preferred Stock, Common Stock or any other class or series of Preferred Stock ranking on liquidation junior to the Series A-1 Preferred Stock by reason of their ownership thereof, an amount per share of Series A-1 Preferred Stock equal to the greater of (based on the date of the related Liquidation): (a) from and after the Issuance Date until the second (2nd) anniversary of the Issuance Date, two times (2x) the Stated Value of such share of Series A-1 Preferred Stock; (b) after the second (2nd) anniversary of the Issuance Date until the third (3rd) anniversary of the Issuance Date, two and one-half times (2½x) the Stated Value of such share of Series A-1 Preferred Stock; or (c) from and after the third (3rd) anniversary of the Issuance Date three times (3x) the Stated Value of such share of Series A-1 Preferred Stock, plus any Series A-1 Accruing Dividends accrued but unpaid thereon, whether or not declared, together with any other dividends declared but unpaid thereon or (ii) such amount per share as would have been payable in respect of such share had such share been converted into Series A Preferred Stock pursuant to Section 7 immediately prior to such Liquidation and immediately thereafter and effective prior to the consummation of such Liquidation each such share of Series A Preferred Stock had been converted to Common Stock pursuant to Section 8 without regard to the Exchange Cap (the amount payable in respect of shares of Series A-1 Preferred Stock pursuant to this sentence is hereinafter referred to as the "**Series A-1 Liquidation Amount**"). If upon any such Liquidation, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the Holders of shares of Series A-1 Preferred Stock and any series of Preferred Stock ranking on liquidation on a parity with the Series A-1 Preferred Stock the full amount to which they shall be entitled under this Section 5(a), the Holders of shares of Series A-1 Preferred Stock and any series of Preferred Stock ranking on liquidation on a parity with the Series A-1 Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares of Series A-1 Preferred Stock held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

(b) In the event of any Liquidation, the Holders of shares of Series A Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders (on a pari passu basis with the holders of any class or series of Preferred Stock ranking on liquidation on a parity with the Series A Preferred Stock), and before any payment shall be made to the holders of Common Stock or any other class or series of Preferred Stock ranking on liquidation junior to the Series A Preferred Stock by reason of their ownership thereof, an amount per share of Series A Preferred Stock equal to the greater of (i) the Stated Value of such share of Series A Preferred Stock, plus any Series A Accruing Dividends accrued but unpaid thereon, whether or not declared, together with any other dividends declared but unpaid thereon, or (ii) such amount per share as would have been payable had each such share been converted into Common Stock pursuant to Section 8 immediately prior to such Liquidation without regard to the Exchange Cap, (the amount payable in respect of shares of Series A Preferred Stock pursuant to this sentence is hereinafter referred to as the "**Series A Liquidation Amount**"). If upon any such Liquidation, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the Holders of shares of Series A Preferred Stock and any series of Preferred Stock ranking on liquidation on a parity with the Series A Preferred Stock the full amount to which they shall be entitled under this Section 5(b), the Holders of shares of Series A Preferred Stock and any series of Preferred Stock ranking on liquidation on a parity with the Series A Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

(c) In the event of any Liquidation, after the payment of all preferential amounts required to be paid to the Holders of shares of Series A-1 Preferred Stock, Series A Preferred Stock and any other series of Preferred Stock ranking on liquidation senior to the Common Stock, the remaining assets of the Corporation available for distribution to its stockholders shall be distributed among the holders of shares of Common Stock, pro rata based on the number of shares held by each such holder.

(d) The Corporation shall not have the power to effect a Deemed Liquidation unless the definitive agreement regarding such transaction provides that the consideration payable to the stockholders of the Corporation shall be allocated among the holders of capital stock of the Corporation in accordance with Section 5 of this Certificate of Designation.

(e) If following a Deemed Liquidation the Corporation does not effect a dissolution of the Corporation under the General Corporation Law within sixty (60) days after such Deemed Liquidation, then (i) the Corporation shall send a written notice to each Holder of Senior Preferred Stock no later than the sixtieth (60^{th}) day after the Deemed Liquidation advising such Holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following clause (ii) to require the redemption of such shares of Senior Preferred Stock, and (ii) if the Holders of a majority of the then outstanding shares of Senior Preferred Stock so request in a written instrument delivered to the Corporation not later than sixty (60) days after receipt of such notice, the Corporation shall use the consideration received by the Corporation for such Deemed Liquidation (net of any retained liabilities associated with the assets sold or technology licensed, as determined in good faith by the Board of Directors of the Corporation) (the "**Net Proceeds**"), to the extent legally available therefor, on the one hundred fiftieth (150^{th}) day after such Deemed Liquidation, to redeem all outstanding shares of Senior Preferred Stock at a price per share equal to the Series A-1 Liquidation Value or Series A Liquidation Value, as applicable. Notwithstanding the foregoing, in the event of a redemption pursuant to the preceding sentence, if the Net Proceeds are not sufficient to redeem all outstanding shares of Senior Preferred Stock and of any other series of Preferred Stock ranking on redemption on parity with the Senior Preferred Stock that is required to then be redeemed, or if the Corporation does not have sufficient lawfully available funds to effect such redemption, the Corporation shall first redeem a pro rata portion of each Holder's shares of Series A Preferred Stock and any such other series of Preferred Stock ranking on redemption on a parity with the Series A Preferred Stock to the fullest extent of such Net Proceeds or such lawfully available funds, as the case may be, based on the respective amounts which would otherwise be payable in respect of the shares to be redeemed if the legally available funds were sufficient to redeem all such shares. If upon any such redemption, the assets of the Corporation lawfully available to effect such redemption shall be insufficient to pay the Holders of shares of Series A Preferred Stock and any series of Preferred Stock ranking on redemption on a parity with the Series A Preferred Stock, the full amount to which they shall be entitled under this Section 5(e), the Holders of shares of Series A Preferred Stock and any series of Preferred Stock ranking on redemption on a parity with the Series A Preferred Stock shall share ratably in any distribution of the assets lawfully available for such redemption in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such redemption if all amounts payable on or with respect to such shares were paid in full, and shall redeem the remaining shares to have been redeemed as soon as practicable after the Corporation has funds legally available therefor. Thereafter, the Corporation shall next redeem a pro rata portion of each Holder's shares of Series A-1 Preferred Stock and any such other series of Preferred Stock ranking on redemption on parity with the Series A-1 Preferred Stock to the fullest extent of such Net Proceeds or such lawfully available funds, as the case may be, based on the respective amounts which would otherwise be payable in respect of the shares to be redeemed if the legally available funds were sufficient to redeem all such shares. If upon any such redemption, the assets of the Corporation lawfully available to effect such redemption shall be insufficient to pay the Holders of shares of Series A-1 Preferred Stock and any series of Preferred Stock ranking on redemption on a parity with the Series A-1 Preferred Stock, the full amount to which they shall be entitled under this Section 5(e), the Holders of shares of Series A-1 Preferred Stock and any series of Preferred Stock ranking on redemption on a parity with the Series A-1 Preferred Stock shall share ratably in any distribution of the assets lawfully available for such redemption in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such redemption if all amounts payable on or with respect to such shares were paid in full, and shall redeem the remaining shares to have been redeemed as soon as practicable after the Corporation has funds legally available therefor. The provisions of Section 6(b) below shall apply, with such necessary changes in the details thereof as are necessitated by the context, to the redemption of the Senior Preferred Stock pursuant to this Section 5(e). Prior to the distribution or redemption provided for in this Section 5(e), the Corporation shall not expend or dissipate the consideration received for such Deemed Liquidation, except to discharge expenses incurred in connection with such Deemed Liquidation or in the ordinary course of business consistent with past practice.

(f) The amount deemed paid or distributed to the holders of capital stock of the Corporation upon any Liquidation Event shall be the cash or the value of the property, rights or securities paid or distributed to such holders by the Corporation or the acquiring person, firm or other entity; provided, that the value of any such non-cash property, rights or securities shall be determined in good faith by the Board of Directors of the Corporation.

Section 6. Redemption.

(a) If the Corporation shall have failed to obtain the Nasdaq Approval on, or prior to, the third (3rd) anniversary of the Issuance Date (the "**Triggering Event Date**"), each Holder shall have the right (the "**Redemption Right**") beginning on the date following the Triggering Event Date to require the Corporation to redeem all of the shares of Series A Preferred Stock, if any, then held by such Holder that are convertible into a number of shares of Common Stock that exceeds the Exchange Cap and all of the shares of Series A-1 Preferred Stock then held by such Holder by delivering written notice thereof to the Corporation (the "**Redemption Notice**") together with the applicable certificates, if any, representing such shares of Senior Preferred Stock which Redemption Notice shall indicate that Holder is electing to redeem such shares of Senior Preferred Stock. Each of the shares of Senior Preferred Stock subject to redemption by the Corporation pursuant to this Section 6(a) shall be redeemed by the Corporation at a price equal to the Series A-1 Liquidation Value or Series A Liquidation Value, as applicable. Payment of the Series A-1 Liquidation Value or Series A Liquidation Value, as applicable, required by this Section 6(a) shall be made in accordance with the provisions of Section 6(b). Notwithstanding anything to the contrary in this Section 6(a), until the Series A Liquidation Value for each share of Series A Preferred Stock subject to a Redemption Notice is paid in full, such shares of Series A Preferred Stock that have not been so redeemed under this Section 6(a) may be converted, in whole or in part, by Holder into Common Stock pursuant to Section 8; provided, that the Corporation shall not be obligated to pay Holder the Series A Liquidation Value in respect of any shares of Senior Preferred Stock subject to a Redemption Notice that are so converted into shares of Common Stock.

(b) If a Holder submits a Redemption Notice in accordance with Section 6(a), the Corporation shall pay such Holder an amount equal to the aggregate Series A-1 Liquidation Value or Series A Liquidation Value, as applicable, payable in respect of all Senior Preferred Stock held by such Holder to be redeemed pursuant to Section 6(a) by wire transfer of immediately available funds to the account(s) designated in the Redemption Notice as soon as reasonably practicable, but in no event later than sixty (60) days, following the date of such Redemption Notice. Upon payment of the aggregate Series A-1 Liquidation Value or Series A Liquidation Value, as applicable, in respect of any shares of Senior Preferred Stock subject to a Redemption Notice, such shares of Senior Preferred Stock will be automatically cancelled without any further action on the part of the Corporation, Holder or any other Person and such cancelled shares of Senior Preferred Stock shall no longer be issued and outstanding shares of capital stock of the Corporation. In the event that the Corporation does not pay to Holder any portion of the Series A-1 Liquidation Value or Series A Liquidation Value, as applicable, in respect of shares of Senior Preferred Stock subject to a Redemption Notice in full within the time period required for any reason (including, without limitation, to the extent such payment is prohibited pursuant to applicable law), at any time thereafter and until the Corporation pays such Series A-1 Liquidation Value or Series A Liquidation Value, as applicable, in full, such Holder shall have the option, in lieu of redemption, to require the Corporation to promptly return to such Holder all or any of the shares of Senior Preferred Stock subject to a Redemption Notice that were submitted for redemption and for which the applicable Series A-1 Liquidation Value or Series A Liquidation Value, as applicable, has not been paid. Upon the Corporation's receipt of such notice, (A) the Redemption Notice shall be null and void with respect to such shares of Senior Preferred Stock, and (B) the Corporation shall immediately return the applicable certificate, if any, or issue a new, to Holder (unless such shares of Senior Preferred Stock are held in book-entry form, in which case the Corporation shall deliver evidence to such Holder that a book-entry for such shares of Senior Preferred Stock then exists).

Section 7. Conversion of Series A-1 Preferred Stock into Series A Preferred Stock.

(a) Automatic Conversion of Series A-1 Preferred Stock into Series A Preferred Stock. If the Corporation obtains the Nasdaq Approval at any time prior to the eighteen (18) month anniversary of the Issuance Date, on the date that the Corporation obtains such Nasdaq Approval (the "**Nasdaq Approval Date**"), each share of Series A-1 Preferred Stock shall automatically be converted into one share of Series A Preferred Stock.

(b) No Conversion of Series A-1 Preferred Stock into Common Stock. Shares of Series A-1 Preferred Stock shall not be convertible into shares of Common Stock.

Section 8. Conversion of Series A Preferred Stock into Common Stock.

(a) Conversion of Series A Preferred Stock into Common Stock at Option of Holder. Subject to Section 8(c) below, each share of Series A Preferred Stock shall be convertible, at any time and from time to time from and after the Issuance Date, at the option of the Holder thereof, into a number of shares of Common Stock equal to the product of the Series A Conversion Ratio and the number of shares of Series A Preferred Stock to be converted. Holders shall effect conversions of Series A Preferred Stock into Common Stock by providing the Corporation with the form of conversion notice attached hereto as **Annex A** (a "**Notice of Conversion**"), duly completed and executed. Provided the Corporation's transfer agent is participating in the Depository Trust Corporation ("**DTC**") Fast Automated Securities Transfer program, the Notice of Conversion may specify, at the Holder's election, whether the applicable Conversion Shares shall be credited to the DTC participant account nominated by the Holder through DTC's Deposit Withdrawal Agent Commission system (a " **DWAC Delivery**"). The "**Optional Conversion Date**", or the date on which a conversion shall be deemed effective, shall be defined as the Trading Day after the Trading Date that the Notice of Conversion, completed and executed, is sent by facsimile or other electronic transmission to, and received during regular business hours by, the Corporation; provided that the original certificate(s) (if any) representing such shares of Series A Preferred Stock being converted, duly endorsed, and the accompanying Notice of Conversion, are received by the Corporation within two (2) Trading Days thereafter. In all other cases, the Optional Conversion Date shall be defined as the Trading Day after the Trading Date on which the original shares of Series A Preferred Stock being converted, duly endorsed, and the accompanying Notice of Conversion, are received by the Corporation.

(b) Mandatory Conversion of Series A Preferred Stock into Common Stock. If at any time after the Corporation shall have obtained the Nasdaq Approval, the Corporation consummates the sale of shares of Common Stock to the public in a firm-commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, pursuant to which (A) the price per share of the Common Stock in such offering is at least the Series A Mandatory Conversion Price (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares) and such offering results in at least $25 million in proceeds, net of the underwriting discount and commissions, to the Corporation and the Common Stock continues to be listed for trading on the Nasdaq Capital Market or another Exchange such as NYSE (such offering, an "**Underwritten Offering**", and the date of the consummation of such Underwritten Offering is referred to herein as the "**Mandatory Conversion Date**" and together with each Optional Conversion Date, a "**Conversion Date**"), (i) all outstanding shares of Series A Preferred Stock shall automatically be converted into shares of Common Stock, at the then effective Series A Conversion Ratio and (ii) such shares may not be reissued by the Corporation. The provisions of Section 8(d) shall apply, with such necessary changes in the details thereof as are necessitated by the context, to the conversion of shares of Series A Preferred Stock into Common Stock pursuant to this Section 8(b). Notwithstanding the foregoing, an Underwritten Offering shall not include, and shares of Series A Preferred Stock will not automatically convert to shares of Common Stock upon the consummation of, any Underwritten Offering that includes the issuance of warrants to purchase capital stock of the Corporation or any other Convertible Security.

(c) Series A Conversion Limitation. Notwithstanding anything herein to the contrary, from and after the Issuance Date until the Voting Date, the Corporation shall not effect any conversion of the Series A Preferred (the "**Exchange Block**"); provided, however, that from and after the Voting Date, the Exchange Block shall not apply. From and after the Voting Date, the Corporation shall not effect any conversion of the Series A Preferred Stock into Common Stock, and a Holder shall not have the right to convert any portion of the Series A Preferred Stock into Common Stock, if the issuance of such shares of Common Stock would exceed the aggregate number of shares of Common Stock which the Corporation may issue upon conversion of the Series A Preferred Stock under applicable Nasdaq Marketplace rules (the number of shares of Common Stock which may be issued without violating such rules, the "**Exchange Cap**"), except that the Exchange Cap shall not apply in the event that the Corporation obtains the approval of its stockholders as required by applicable Nasdaq Marketplace rules for issuances of shares of Common Stock without regard to the Exchange Cap (the "**Nasdaq Approval**"). Within six (6) months following the Issuance Date, the Corporation shall call a meeting (the date that such meeting is completed, the "**Next Meeting Date**") of the Corporation's stockholders for the purpose of soliciting the Nasdaq Approval for the issuance of the full amount of shares of Common Stock issuable upon the conversion of the Series A Preferred Stock, including the Series A Preferred Stock issuable upon conversion of the Series A-1 Preferred Stock, authorized and designated under this Certificate of Designation without regard to the Exchange Cap.

(d) Mechanics of Conversion of Series A Preferred Stock into Common Stock.

(i) Delivery of Certificate or Electronic Issuance Upon Conversion. Not later than three (3) Trading Days after the applicable Conversion Date (the "**Share Delivery Date**"), the Corporation shall (a) deliver, or cause to be delivered, to the converting Holder or recipient of the Conversion Shares a physical certificate or certificates representing the number of Conversion Shares set forth in a Notice of Conversion being acquired upon the conversion of shares of Series A Preferred Stock, or (b) in the case of a DWAC Delivery (if so requested by the Holder), electronically transfer such Conversion Shares by crediting the DTC participant account nominated by the Holder through DTC's DWAC system. If in the case of any Notice of Conversion such certificate or certificates are not delivered to or as directed by or, in the case of a DWAC Delivery, such shares are not electronically delivered to or as directed by, the applicable Holder by the Share Delivery Date, the applicable Holder shall be entitled to elect to rescind such Conversion Notice by written notice to the Corporation at any time on or before its receipt of such certificate or certificates for Conversion Shares or electronic receipt of such shares, as applicable, in which event the Corporation shall promptly return to such Holder any original Series A Preferred Stock certificate delivered to the Corporation and such Holder shall promptly return to the Corporation any Common Stock certificates or otherwise direct the return of any shares of Common Stock delivered to the Holder through the DWAC system, representing the shares of Series A Preferred Stock unsuccessfully tendered for conversion to the Corporation.

(ii) Obligation Absolute. Subject to Section 8(c) hereof and subject to Holder's right to rescind a Conversion Notice pursuant to Section 8(d)(i) above, the Corporation's obligation to issue and deliver the Conversion Shares upon conversion of Series A Preferred Stock in accordance with the terms hereof are absolute and unconditional, irrespective of any action or inaction by a Holder to enforce the same, any waiver or consent with respect to any provision hereof, the recovery of any judgment against any Person or any action to enforce the same, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by such Holder or any other Person of any obligation to the Corporation or any violation or alleged violation of law by such Holder or any other Person, and irrespective of any other circumstance which might otherwise limit such obligation of the Corporation to such Holder in connection with the issuance of such Conversion Shares. Nothing herein shall limit a Holder's right to pursue actual damages for the Corporation's failure to deliver Conversion Shares within the period specified herein and such Holder shall have the right to pursue all remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief; provided that Holder shall not receive duplicate damages for the Corporation's failure to deliver Conversion Shares within the period specified herein. The exercise of any such rights shall not prohibit a Holder from seeking to enforce damages pursuant to any other Section hereof or under applicable law.

(iii) Compensation for Buy-In on Failure to Timely Deliver Certificates Upon Conversion. If the Corporation fails to deliver to a Holder (or its transferee) the applicable certificate or certificates or to effect a DWAC Delivery, as applicable, in each case that represent shares of Common Stock by the Share Delivery Date pursuant to Section 8(d)(i) (other than a failure caused by incorrect or incomplete information provided by Holder to the Corporation), and if after such Share Delivery Date such Holder is required to or otherwise purchases (in an open market transaction or otherwise), shares of Common Stock to deliver in satisfaction of a sale by such Holder of the Conversion Shares which such Holder was entitled to receive upon the conversion relating to such Share Delivery Date (a "**Buy-In**"), then the Corporation shall (A) pay in cash to such Holder (in addition to any other remedies available to or elected by such Holder) the amount by which (x) such Holder's total purchase price (including any brokerage commissions) for the shares of Common Stock so purchased exceeds (y) the product of (1) the aggregate number of shares of Common Stock that such Holder was entitled to receive from the conversion at issue multiplied by (2) the actual sale price at which the sell order giving rise to such purchase obligation was executed (including any brokerage commissions) and (B) at the option of such Holder, either reissue (if surrendered) the shares of Series A Preferred Stock equal to the number of shares of Series A Preferred Stock submitted for conversion or deliver to such Holder the number of shares of Common Stock that would have been issued if the Corporation had timely complied with its delivery requirements under Section 8(d)(i). For example, if a Holder purchases shares of Common Stock having a total purchase price of $11,000 to cover a Buy-In with respect to an attempted conversion of shares of Series A Preferred Stock with respect to which the actual sale price (including any brokerage commissions) giving rise to such purchase obligation was a total of $10,000 under clause (A) of the immediately preceding sentence, the Corporation shall be required to pay such Holder $1,000. The Holder shall provide the Corporation written notice, within three (3) Trading Days after the occurrence of a Buy-In, indicating the amounts payable to such Holder in respect of such Buy-In together with applicable confirmations and other evidence reasonably requested by the Corporation. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Corporation's failure to timely deliver certificates representing shares of Common Stock upon conversion of the shares of Series A Preferred Stock as required pursuant to the terms hereof; provided, however, that the Holder shall not be entitled to both (i) require the reissuance of the shares of Series A Preferred Stock submitted for conversion for which such conversion was not timely honored and (ii) receive the number of shares of Common Stock that would have been issued if the Corporation had timely complied with its delivery requirements under Section 8(d)(i).

(iv) Not later than two (2) Business Days after the Nasdaq Approval Date, the Corporation shall issue to each Holder the number of shares of Series A Preferred Stock being acquired upon the conversion of shares of Series A-1 Preferred Stock held by such Holder pursuant to Section 7(a) solely in book-entry form or, if requested by any Holder, such shares may be issued in certificated form.

(e) Reservation of Shares Issuable Upon Conversion. The Corporation covenants that it will, at all times reserve and keep available out of its authorized and unissued shares of Series A Preferred Stock for the sole purpose of issuance upon conversion of the Series A-1 Preferred Stock, free from preemptive rights or any other actual contingent purchase rights of Persons other than the Holders of the Series A-1 Preferred Stock, not less than such aggregate number of shares of the Series A Preferred Stock as shall be issuable upon the conversion of all outstanding shares of Series A-1 Preferred Stock. The Corporation covenants that all shares of Series A Preferred Stock that shall be so issuable shall, upon issue, be duly authorized, validly issued, fully paid, non-assessable and free and clear of all liens and other encumbrances. The Corporation covenants that it will, at all times reserve and keep available out of its authorized and unissued shares of Common Stock for the sole purpose of issuance upon conversion of the Series A Preferred Stock, including all shares of Series A Preferred Stock issuable upon conversion of shares of Series A-1 Preferred Stock, free from preemptive rights or any other actual contingent purchase rights of Persons other than the Holders of the Series A Preferred Stock, not less than such aggregate number of shares of the Common Stock as shall be issuable (taking into account the adjustments of Section 9) upon the conversion of all outstanding shares of Series A Preferred Stock, including all shares of Series A Preferred Stock issuable upon conversion of shares of Series A-1 Preferred Stock. The Corporation covenants that all shares of Common Stock that shall be so issuable shall, upon issue, be duly authorized, validly issued, fully paid, non-assessable and free and clear of all liens and other encumbrances.

(f) Fractional Shares No fractional shares or scrip representing fractional shares of Series A Preferred Stock shall be issued upon the conversion of the Series A-1 Preferred Stock. As to any fraction of a share of Series A Preferred Stock which a Holder would otherwise be entitled to receive upon such conversion, the Corporation shall pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Stated Value. No fractional shares or scrip representing fractional shares of Common Stock shall be issued upon the conversion of the Series A Preferred Stock. As to any fraction of a share of Common Stock which a Holder would otherwise be entitled to receive upon such conversion, the Corporation shall pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Series A Conversion Price.

(g) Transfer Taxes. The issuance of certificates (or book entry notations) for shares of Series A Preferred Stock upon conversion of the Series A-1 Preferred Stock and the issuance of certificates (or book entry notations) for shares of the Common Stock upon conversion of the Series A Preferred Stock, in each case, shall be made without charge to any Holder for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such certificates (or such book entry notation), provided that the Corporation shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such certificate (or such book entry notation) upon conversion in a name other than that of the registered Holder(s) of such shares of Series A-1 Preferred Stock or Series A Preferred Stock, as applicable, and the Corporation shall not be required to issue or deliver such certificates (or such book entry notation) unless or until the Person or Persons requesting the issuance thereof shall have paid to the Corporation the amount of such tax or shall have established to the satisfaction of the Corporation that such tax has been paid.

(h) Status as Stockholder. Upon each Conversion Date and Mandatory Conversion Date: (i) the shares of Series A Preferred Stock being converted shall be deemed converted into shares of Common Stock; and (ii) the Holder's rights as a holder of such converted shares of Series A Preferred Stock shall cease and terminate, excepting only the right to receive certificates (or book entry notations) for such shares of Common Stock and to any remedies provided herein or otherwise available at law or in equity to such Holder because of a failure by the Corporation to comply with the terms of this Certificate of Designation. In all cases, the Holder shall retain all of its rights and remedies for the Corporation's failure to convert Series A Preferred Stock. From and after the Nasdaq Approval Date: (i) the shares of Series A-1 Preferred Stock shall be deemed converted into shares of Series A Preferred Stock; and (ii) the Holder's rights as a Holder of such converted shares of Series A-1 Preferred Stock shall cease and terminate, excepting only the right to receive certificates (or book entry notations) for such shares of Series A Preferred Stock and to any remedies provided herein or otherwise available at law or in equity to such Holder because of a failure by the Corporation to comply with the terms of this Certificate of Designation. In all cases, the Holder shall retain all of its rights and remedies for the Corporation's failure to convert Series A-1 Preferred Stock.

Section 9. Certain Adjustments.

(a) Stock Dividends and Stock Splits. If the Corporation, at any time while any shares of Series A Preferred Stock are outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions payable in shares of Common Stock with respect to the then outstanding shares of Common Stock; (ii) subdivides outstanding shares of Common Stock into a larger number of shares; or (iii) combines (including by way of a reverse stock split) outstanding shares of Common Stock into a smaller number of shares, then the Series A Conversion Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding any treasury shares of the Corporation) outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event (excluding any treasury shares of the Corporation). Any adjustment made pursuant to this Section 9(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision or combination.

(b) Adjustments for Other Dividends and Distributions. In the event the Corporation at any time or from time to time after the Issuance Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of shares of Common Stock in respect of outstanding shares of Common Stock) or in other property and the provisions of Section 3 do not apply to such dividend or distribution, then and in each such event the Holders of Senior Preferred Stock shall receive, simultaneously with the distribution to the holders of Common Stock, a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding shares of Series A Preferred Stock, including if all shares of Series A-1 Preferred Stock shall have been converted to Series A Preferred Stock, had been converted into Common Stock on the date of such event.

(c) Adjustment for Merger or Reorganization, etc. Subject to the provisions of Section 5, if there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which the Common Stock (but not the Series A Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction covered by Section 9(a), Section 9(b), Section 9(e) or Section 9(f)), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each share of Series A Preferred Stock shall thereafter be convertible in lieu of the Common Stock into which it was convertible prior to such event into the kind and amount of securities, cash or other property which a holder of the number of shares of Common Stock of the Corporation issuable upon conversion of one share of Series A Preferred Stock immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors of the Corporation) shall be made in the application of the provisions in this Certificate of Designation with respect to the rights and interests thereafter of the Holders of the Series A Preferred Stock, to the end that the provisions set forth in this Certificate of Designation (including provisions with respect to changes in and other adjustments of the Series A Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of the Series A Preferred Stock.

(d) No Adjustment of Series A Conversion Price . No adjustment in the Series A Conversion Price shall be made as the result of the issuance or deemed issuance of Additional Shares of Common Stock if the Corporation receives written notice from the Holders representing a majority of the Senior Preferred Stock (voting as a single class) then-outstanding agreeing that no such adjustment shall be made as the result of the issuance or deemed issuance of such Additional Shares of Common Stock.

(e) Deemed Issue of Additional Shares of Common Stock.

(i) If the Corporation at any time or from time to time after the Issuance Date shall issue any Options or Convertible Securities (excluding Options or Convertible Securities which are themselves Exempted Securities) or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares of Common Stock (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercisability, convertibility or exchangeability but without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Shares of Common Stock issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date.

(ii) If the terms of any Option or Convertible Security, the issuance of which resulted in an adjustment to the Series A Conversion Price pursuant to the terms of Section 9(f), are revised as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security pursuant to which an adjustment has already been made under this Section 9(e)) to provide for either (1) any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any such Option or Convertible Security or (2) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion and/or exchange, then, effective upon such increase or decrease becoming effective, the Series A Conversion Price computed upon the original issue of such Option or Convertible Security (or upon the occurrence of a record date with respect thereto) shall be readjusted to such Series A Conversion Price as would have obtained had such revised terms been in effect upon the original date of issuance of such Option or Convertible Security. Notwithstanding the foregoing, no readjustment pursuant to this Section 9(e)(ii) shall have the effect of increasing the Series A Conversion Price to an amount which exceeds the lower of (i) the Series A Conversion Price in effect immediately prior to the original adjustment made as a result of the issuance of such Option or Convertible Security, or (ii) the Series A Conversion Price that would have resulted from any issuances of Additional Shares of Common Stock (other than deemed issuances of Additional Shares of Common Stock as a result of the issuance of such Option or Convertible Security) between the original adjustment date and such readjustment date.

(iii) If the terms of any Option or Convertible Security (excluding Options or Convertible Securities which are themselves Exempted Securities), the issuance of which did not result in an adjustment to the Series A Conversion Price pursuant to the terms of Section 9(f) (either because the consideration per share (determined pursuant to Section 9(g)) of the Additional Shares of Common Stock subject thereto was equal to or greater than the Series A Conversion Price then in effect, or because such Option or Convertible Security was issued before the Issuance Date), are revised after the Issuance Date as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security pursuant to which an adjustment has already been made under this Section 9(e)) to provide for either (1) any increase in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (2) any decrease in the consideration payable to the Corporation upon such exercise, conversion or exchange, then such Option or Convertible Security, as so amended or adjusted, and the Additional Shares of Common Stock subject thereto (determined in the manner provided in Section 9(e)(ii)) shall be deemed to have been issued effective upon such increase or decrease becoming effective.

(iv) Upon the expiration or termination of any unexercised Option or unconverted or unexchanged Convertible Security (or portion thereof) which resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to the Series A Conversion Price pursuant to the terms of Section 9(f), the Series A Conversion Price shall be readjusted to such Series A Conversion Price as would have obtained had such Option or Convertible Security (or portion thereof) never been issued.

(v) If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, is calculable at the time such Option or Convertible Security is issued or amended but is subject to adjustment based upon subsequent events, any adjustment to the Series A Conversion Price provided for in this Section 9(e) shall be effected at the time of such issuance or amendment based on such number of shares or amount of consideration without regard to any provisions for subsequent adjustments (and any subsequent adjustments shall be treated as provided in clauses (ii) and (iii) of this Section 9(e)). If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, cannot be calculated at all at the time such Option or Convertible Security is issued or amended, any adjustment to the Series A Conversion Price that would result under the terms of this Section 9(e) at the time of such issuance or amendment shall instead be effected at the time such number of shares and/or amount of consideration is first calculable (even if subject to subsequent adjustments), assuming for purposes of calculating such adjustment to the Series A Conversion Price that such issuance or amendment took place at the time such calculation can first be made.

(f) Adjustment of Series A Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event the Corporation shall at any time after the Issuance Date issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Section 9(e)), without consideration or for a consideration per share less than the Series A Conversion Price in effect immediately prior to such issuance or deemed issuance, then the Series A Conversion Price shall be reduced, concurrently with such issue, to a price (calculated to the nearest one-hundredth of a cent) determined in accordance with the following formula:

CP2 = CP1* (A + B) ÷ (A + C).

For purposes of the foregoing formula, the following definitions shall apply:

"**CP2**" shall mean the Series A Conversion Price in effect immediately after such issuance or deemed issuance of Additional Shares of Common Stock.

"**CP1**" shall mean the Series A Conversion Price in effect immediately prior to such issuance or deemed issuance of Additional Shares of Common Stock;

"**A**" shall mean the number of shares of Common Stock outstanding immediately prior to such issuance or deemed issuance of Additional Shares of Common Stock (treating for this purpose as outstanding all shares of Common Stock issuable upon exercise of Options outstanding immediately prior to such issuance or deemed issuance or upon conversion or exchange of Convertible Securities (including the Series A Preferred Stock into Common Stock, including the shares of Series A-1 Preferred Stock into Series A Preferred Stock) outstanding (assuming exercise of any outstanding Options therefor) immediately prior to such issue);

"**B**" shall mean the number of shares of Common Stock that would have been issued if such Additional Shares of Common Stock had been issued or deemed issued at a price per share equal to CP1 (determined by dividing the aggregate consideration received by the Corporation in respect of such issue by CP1); and

"**C**" shall mean the number of such Additional Shares of Common Stock issued in such transaction.

(g) Determination of Consideration. For purposes of this Certificate of Designation, the consideration received by the Corporation for the issuance or deemed issuance of any Additional Shares of Common Stock shall be computed as follows: (i) such consideration shall: (A) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation, excluding amounts paid or payable for accrued interest; (B) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as determined in good faith by the Board of Directors of the Corporation; and (C) in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (A) and (B) above, as determined in good faith by the Board of Directors of the Corporation.

(h) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to Section 9(e), relating to Options and Convertible Securities, shall be determined by dividing: (i) the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by (ii) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities.

(i) Multiple Closing Dates. In the event the Corporation shall issue on more than one date Additional Shares of Common Stock that are a part of one transaction or a series of related transactions and that would result in an adjustment to the Series A Conversion Price pursuant to the terms of Section 9(f), then, upon the final such issuance, the Series A Conversion Price shall be readjusted to give effect to all such issuances as if they occurred on the date of the first such issuance (and without giving effect to any additional adjustments as a result of any such subsequent issuances within such period).

(j) Calculations. All calculations under this Certificate of Designation shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 9, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding any treasury shares of the Corporation) issued and outstanding.

(k) Notice to the Holders.

(i) Adjustment to Series A Conversion Price. Whenever the Series A Conversion Price is adjusted pursuant to any provision of this Section 9, the Corporation shall promptly deliver to each Holder a notice setting forth the Series A Conversion Ratio after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

(ii) Other Notices. If (A) the Corporation shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Corporation shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Corporation shall authorize the granting to all holders of the Common Stock of rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Corporation shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Corporation is a party, any Liquidation, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property, or (E) consent of the Holders of Senior Preferred Stock is required pursuant to Section 4(d) or Section 4(e), then, in each case, the Corporation shall cause to be filed at each office or agency maintained for the purpose of conversion of the shares of Series A Preferred Stock, and shall cause to be delivered to each Holder at its last address as it shall appear upon the stock books of the Corporation, at least ten (10) calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer, Liquidation or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange, provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice.

Section 10. Miscellaneous.

(a) Lost or Mutilated Stock Certificates. If a Holder's certificate representing shares of Series A Preferred Stock or Series A-1 Preferred Stock, if applicable, shall be mutilated, lost, stolen or destroyed, the Corporation shall execute and deliver, if requested by the Holder, in exchange and substitution for and upon cancellation of a mutilated certificate, or in lieu of or in substitution for a lost, stolen or destroyed certificate, a new certificate for the shares of Series A Preferred Stock or Series A-1 Preferred Stock so mutilated, lost, stolen or destroyed, but only upon receipt of evidence of such loss, theft or destruction of such certificate, and of the ownership thereof, reasonably satisfactory to the Corporation and, in each case, customary and reasonable indemnity, if requested, without the requirement to post a bond. Applicants for a new certificate under such circumstances shall also comply with such other reasonable regulations and procedures and pay such other reasonable third-party costs as the Corporation may prescribe, without the requirement to post a bond.

(b) Waiver. Any waiver by the Corporation or a Holder of a breach of any provision of this Certificate of Designation shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Certificate of Designation or a waiver by any other Holders. The failure of the Corporation or a Holder to insist upon strict adherence to any term of this Certificate of Designation on one or more occasions shall not be considered a waiver or deprive that party (or any other Holder) of the right thereafter to insist upon strict adherence to that term or any other term of this Certificate of Designation. Any waiver by the Corporation or a Holder must be in writing. Notwithstanding any provision in this Certificate of Designation to the contrary, any provision contained herein and any right of the Holders of Senior Preferred Stock granted hereunder may be waived as to all shares of Senior Preferred Stock (and the Holders thereof) upon the written consent of the Holders of a majority of the shares of Senior Preferred Stock (voting as a single class) then outstanding, unless a higher percentage is required by the DGCL, in which case the written consent of the Holders of not less than such higher percentage shall be required.

(c) Severability. If any provision of this Certificate of Designation is invalid, illegal or unenforceable, the balance of this Certificate of Designation shall remain in effect, and if any provision is inapplicable to any Person or circumstance, it shall nevertheless remain applicable to all other Persons and circumstances. If it shall be found that any interest or other amount deemed interest due hereunder violates the applicable law governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum rate of interest permitted under applicable law.

(d) Next Business Day. Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day.

(e) Headings. The headings contained herein are for convenience only, do not constitute a part of this Certificate of Designation and shall not be deemed to limit or affect any of the provisions hereof.

(f) Status of Converted Senior Preferred Stock. If any shares of Senior Preferred Stock shall be converted or redeemed by the Corporation, such shares shall resume the status of authorized but unissued shares of preferred stock and shall no longer be designated as Series A Preferred Stock or Series A-1 Preferred Stock, as applicable.

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IN WITNESS WHEREOF, Interpace Diagnostics Group, Inc., has caused this Certificate of Designation of Preferences, Rights and Limitations of Series A Convertible Preferred Stock and Series A-1 Convertible Preferred Stock to be executed by its duly authorized officer this 15th day of July, 2019.

INTERPACE DIAGNOSTICS GROUP, INC.

By: */s/ Jack E. Stover*
Name: Jack E. Stover
Title: President & Chief Executive Officer

[SIGNATURE PAGE TO CERTIFICATE OF DESIGNATION]

ALL AMOUNTS (INCLUDING ALL PRINCIPAL, INTEREST, AND OTHER PAYMENTS) PAYABLE BY MAKER UNDER THIS NOTE ARE AND SHALL BE SUBORDINATE AND JUNIOR IN RIGHT OF PAYMENT TO THE PRIOR PAYMENT IN FULL IN CASH OF THE INDEBTEDNESS OF MAKER IN FAVOR OF SILICON VALLEY BANK UNDER THAT CERTAIN LOAN AND SECURITY AGREEMENT DATED AS OF NOVEMBER 13, 2018, AS MAY BE AMENDED FROM TIME TO TIME, AND THE TERMINATION OF ALL RELATED COMMITMENTS, TO THE EXTENT PROVIDED IN SECTION 7 HEREOF.

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 ("SECURITIES ACT"), AS AMENDED, OR ANY STATE SECURITIES LAW. THIS NOTE MAY NOT BE SOLD, ASSIGNED, OR TRANSFERRED UNLESS THE SAME IS REGISTERED UNDER SAID ACT AND APPLICABLE STATE SECURITIES LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND MAKER HAS RECEIVED EVIDENCE OF SUCH EXEMPTION (OTHER THAN AN OPINION OF COUNSEL) REASONABLY SATISFACTORY TO MAKER.

SUBORDINATED SELLER NOTE

$7,692,300 July 15, 2019

FOR VALUE RECEIVED, Interpace BioPharma, Inc., a Delaware corporation (the "Maker"), for value received, hereby promises to pay to Cancer Genetics, Inc., a Delaware corporation ("Payee"), the principal amount of SEVEN MILLION SIX HUNDRED NINETY-TWO THOUSAND THREE HUNDRED DOLLARS ($7,692,300), together with all accrued and unpaid interest thereon (the "Principal Amount"), in accordance with the provisions of this Promissory Note (this "Note") on the earlier of (a) July 15, 2022, (b) approval by the shareholders of Interpace Diagnostics Group, Inc., Maker's parent ("Interpace"), of an investment after the date hereof by Ampersand Capital Partners or any of its Affiliates or related parties (collectively, " Ampersand") into Interpace or Maker and the subsequent consummation of the Ampersand Second Closing and (c) prepayment under Section 4 hereof (such earlier date, the "Maturity Date"). In addition, Maker shall pay interest on the unpaid Principal Amount in accordance with Section 1 hereof.

This Note is being delivered pursuant to Section 2.4 of that certain Secured Creditor Asset Purchase Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Purchase Agreement"), among Payee, the other parties named therein, and Maker. Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement.

1. Interest.

1.1 Interest Rate. Interest on the outstanding Principal Amount, as increased or decreased pursuant to Section 1.5 hereof, shall accrue from the date hereof until repayment in full of the Principal Amount at an aggregate per annum rate equal to six percent (6.0%) per annum (the "Interest Rate"). Interest will be computed on the basis of a 360-day year, and in each case, for the actual number of days elapsed. Commencing on September 30, 2019, and continuing on the last day of each consecutive calendar quarter thereafter, Maker shall make quarterly payments of accrued but unpaid interest, in arrears, to Payee, until the Maturity Date. All accrued and unpaid interest shall be payable in full on the Maturity Date if not otherwise paid prior to such date.

1.2 Savings Clause. In no contingency or event shall the Interest Rate charged pursuant to the terms of this Note exceed the highest rate permissible under any law which a court of competent jurisdiction shall, in a final determination, deem applicable hereto. In the event that such a court determines that Payee has received interest hereunder in excess of the highest applicable rate, the amount of such excess interest shall be applied against the Principal Amount then outstanding to the extent permitted by applicable Law, and any excess interest remaining after such application shall be refunded promptly to Maker.

1.3 Holdback on Maturity Date. In order to secure Payee's obligation to satisfy potential indemnification obligations under the Purchase Agreement, in the event the Maturity Date occurs prior to the date that is six (6) months from the date hereof, Maker shall be entitled to deposit on the Maturity Date in a separate account with Maker or its Affiliates an amount equal to (i) Seven Hundred Thirty Five Thousand Dollars ($735,000), less (ii) the sum of any payments previously satisfied via set-off against this Note under and in accordance with the terms of Article 7 of the Purchase Agreement (the "Holdback") and to pay Payee all amounts due hereunder reduced by the Holdback and, to the extent applicable, the AR Holdback. Thereafter Maker shall be entitled to set-off against the sums in the Holdback account any amounts due pursuant to the terms of Article 7 of the Purchase Agreement. On the date that is six (6) months after the date hereof, any amounts then remaining in the Holdback account shall be promptly paid and released to Payee, subject to continued withholding of Maker's good faith estimate of amounts due in respect of any then pending indemnification claims, on the terms set forth in Section 7.4 of the Purchase Agreement. Upon resolution of such pending indemnification claims, any balance remaining in the Holdback account shall be promptly paid and released to Payee. Amounts subject to the Holdback shall continue to accrue interest until paid.

1.4 AR Holdback on Maturity Date. In the event the Maturity Date occurs prior to the date on which the Old Accounts Receivable Unpaid Amount as of December 31, 2019 has been determined pursuant to Section 2.10(a) of the Purchase Agreement, Maker shall be entitled to deposit on the Maturity Date in a separate account with Maker or its Affiliates an amount equal to the estimated AR Holdback as of September 30, 2019 calculated in accordance with Section 2.10(b) of the Purchase Agreement and to pay Payee all amounts due hereunder reduced by the AR Holdback and, to the extent applicable, the Holdback. After the final Old Accounts Receivable Unpaid Amount as of December 31, 2019 is determined pursuant to Section 2.10(a) of the Purchase Agreement, any amounts then remaining in the AR Holdback account shall thereafter be released to Payee or Maker, as applicable, as promptly as practicable after, and consistent with, the final resolution of the Old Accounts Receivable Unpaid Amount in accordance with Section 2.10 of the Purchase Agreement, in immediately available funds and deposited in such account designated by Payee or Maker, as applicable, in writing. Amounts subject to the AR Holdback shall continue to accrue interest until paid.

1.5 Set-off, Reductions, Increases.

(a) The Principal Amount of this Note plus any accrued and unpaid interest thereon shall be (i) reduced or increased by the amount of any post-closing adjustment pursuant to Section 2.9 of the Purchase Agreement, (ii) decreased by the amount of any indemnification amounts payable by Payee pursuant to Article 7 of the Purchase Agreement, and (iii) if the Maturity Date has not occurred prior to the Transition Services Payroll End Date, decreased by an amount equal to the Old Accounts Receivable Unpaid Amount pursuant to Section 2.10(a) of the Purchase Agreement, in each case of the foregoing clauses (i), (ii) and (iii) subject to the procedures set forth in the Purchase Agreement. All such amounts shall be applied first to unpaid interest, then to unpaid principal, and finally to unpaid fees, costs and expenses.

(b) Prior to the Maturity Date, the Holdback plus any accrued and unpaid interest thereon shall be reduced by the amount of any indemnification amounts payable by Payee pursuant to Article 7 of the Purchase Agreement, subject to the procedures set forth therein. All such amounts shall be applied first to unpaid interest, then to unpaid principal, and finally to unpaid fees, costs and expenses.

2. Time of Payment. If any payment on this Note shall become due on a Saturday, Sunday or legal holiday under the Laws of the State of Delaware, such payment shall be made on the next succeeding day that is not a Saturday, Sunday or such legal holiday (a "Business Day") and, in the case of any payment of the Principal Amount, such extension of time shall in such case be included in computing interest in connection with such payment.

3. Default.

3.1 Event of Default. The occurrence of any one or more of the following events with respect to Maker shall constitute an event of default hereunder (each, an "Event of Default"):

(a) If Maker shall fail to pay (i) the Principal Amount on the Maturity Date, or (ii) any cash interest payment on the due date thereof and such failure continues for ten (10) days after Payee notifies Maker thereof in writing.

(b) If, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state Law relating to insolvency or relief of debtors (a "Bankruptcy Law"), Maker shall (i) commence a voluntary case or proceeding, (ii) consent to the entry of an order for relief against it in an involuntary case (or an order for relief shall be entered in such case), (iii) consent to the appointment of a trustee, receiver, assignee, liquidator or similar official or (iv) make an assignment for the benefit of its creditors.

(c) If a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (i) is for relief against Maker in an involuntary case, (ii) appoints a trustee, receiver, assignee, liquidator or similar official for Maker or substantially all of Maker's properties, or (iii) orders the liquidation of Maker, and in each case the order or decree is not dismissed within 30 days.

(d) If a default or event of default occurs under that certain Loan and Security Agreement, dated as of November 13, 2018, by and between Maker and Silicon Valley Bank, as it may be amended, restated, replaced or otherwise modified from time to time.

3.2 Remedies. Upon the occurrence and during the continuance of an Event of Default hereunder, (a) if such Event of Default is specified in Section 3.1(b) or (c) above, this Note and the Principal Amount and accrued interest hereunder together with any additional amounts payable hereunder shall be immediately due and payable without demand or notice of any kind, (b) if such Event of Default is specified in Section 3.1(a) or (d) above, Payee may, at its option, by written notice to Maker, declare this Note and the entire Principal Amount and accrued interest hereunder together with any additional amounts payable hereunder, immediately due and payable, and (c) Payee may, at its option, exercise any and all rights and remedies available to it under applicable Law, including the right to collect from Maker all sums due under this Note.

4. Prepayments. Maker may, without premium or penalty, at any time and from time to time, prepay all or any portion of this Note, but in any case subject to Section 7 below.

5. Method of Payment. All amounts (including all principal, interest, and other payments) payable by Maker under this Note shall be made by check to Payee at such place in the United States of America as Payee shall designate to Maker in writing; or by wire transfer of immediately available funds to an account designated by Payee in writing.

6. Waivers. Maker hereby expressly waives all defenses of a maker of a note that may be available to it including, without limitation, presentment for payment, demand, notice of dishonor, protest and notice of protest.

7. Subordination.

7.1 All amounts (including principal, interest and other payments) payable by Maker under this Note are and shall be subordinate and junior in right of payment to the prior payment in full of the indebtedness of Maker in favor of Silicon Valley Bank under that certain Loan and Security Agreement, dated as of November 13, 2018, as it may be amended from time to time; except that (i) payments by Maker may be made hereunder when due and are permitted and obligated unless and until such time as Silicon Valley Bank has delivered notice to Payee that an Event of Default has occurred and is continuing under its Loan and Security Agreement, and it has accelerated payment of the obligations of Maker thereunder, in which case payments hereunder will be prohibited for so long as such Event of Default is outstanding and has not been waived or cured, but (ii) notwithstanding the foregoing, all principal, interest and other payments due hereunder shall be paid immediately within one Business Day of the Maturity Date, if the Maturity Date occurs because the shareholders of Interpace have approved an investment by Ampersand after the date hereof and such investment by Ampersand is consummated.

7.2 Maker represents and warrants to Payee that Ampersand is legally obligated to make an investment in Interpace after the date hereof subject only to approval by the Ampersand shareholders (or their equivalent) and customary closing conditions, and it knows of no reason why all such closing conditions to such investment by Ampersand, as provided for in an agreement dated as of the date hereof, will not be satisfied, except no representation is made with respect to the vote of its shareholders (other than that the Board of Directors of Interpace will recommend that its shareholders approve such investment). Maker covenants and agrees, and it has obtained the agreement of Interpace for the benefit of Payee, (i) to seek shareholder approval of the Ampersand investment as promptly as practical, and in any event prior to September 30, 2019, and (ii) to close the Ampersand investment as promptly as practical within no more than five (5) Business Days after receiving shareholder approval (or to pay all principal, interest and other amounts due on this Note within five (5) Business Days after receiving shareholder approval notwithstanding anything set forth in Section 7.1 above).

8. Payee Representations and Warranties. Payee hereby represents and warrants to Maker as follows, which representations and warranties shall survive the date hereof for so long as this Note remains outstanding:

8.1 Payee is acquiring this Note solely for its own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof;

8.2 Payee acknowledges that this Note is not registered under the Securities Act, or any state securities Laws, and that this Note may not be transferred or sold except pursuant to the registration provisions of the Securities Act or pursuant to an applicable exemption therefrom and subject to state securities Laws and regulations, as applicable;

8.3 Payee is an "accredited investor" as such term is defined in Rule 501(a) promulgated under the Securities Act;

8.4 Payee confirms that Maker has made available (or caused to be made available) to Payee the opportunity to ask questions of the officers and management and employees of the Maker and Maker's Affiliates as well as access to the documents, information and records of the Maker and Maker's Affiliates and to acquire additional information about the business and financial condition of the Maker and Maker's Affiliates, and Maker confirms that it has made an independent investigation, analysis and evaluation of the Maker and Maker's Affiliates and their respective properties, assets, business, financial condition, prospects, documents, information and records; and

8.5 Payee is able to bear the economic risk of holding this Note until the Maturity Date (including total loss of its investment) and has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risk of its investment.

9. Costs and Expenses. Maker shall reimburse Payee immediately upon demand the full amount of all payments, advances, charges, costs and expenses, whether or not collection is instituted hereon, including reasonable attorneys' fees (to include counsel fees), expended or incurred by Payee in connection with the enforcement of Payee's rights and/or the collection of any amounts which become due to Payee hereunder.

10. Miscellaneous.

10.1 Interpretation. The headings and captions in this Note are for convenience of reference only and shall not control or affect the meaning or construction of any provisions hereof. When used in this Note, the words "including" and "include" shall be deemed followed by the words "without limitation."

10.2 Waiver. The rights and remedies of Payee under this Note shall be cumulative and not alternative. No waiver by Payee of any right or remedy under this Note shall be effective unless in a writing signed by Payee. Neither the failure nor any delay in exercising any right, power or privilege under this Note will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege by Payee will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

10.3 Notices. Any notice required or permitted to be given hereunder shall be given in accordance with Section 8.1 of the Purchase Agreement.

10.4 Governing Law. All questions concerning the construction, validity and interpretation of this Note (whether arising in tort, contract or otherwise) shall be governed by and construed in accordance with the domestic Laws of the State of Delaware, without giving effect to any choice of Law or conflict of Law provision (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

10.5 Consent to Jurisdiction. Maker and, by its acceptance of this Note, Payee, each agrees that any action arising out of or related to this Note shall be conducted only in the State of Delaware. Maker and, by its acceptance of this Note, Payee, each irrevocably consents and submits to the exclusive personal jurisdiction of and venue in the federal and state courts located in Wilmington, Delaware. Maker and, by its acceptance of this Note, Payee, each agrees to accept service of any summons, complaint or other initial pleading made in the manner provided for the giving of notices in Section 8.1 of the Purchase Agreement.

10.6 WAIVER OF JURY TRIAL. MAKER AND, BY ITS ACCEPTANCE OF THIS NOTE, PAYEE, EACH IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM HELD IN ANY COURT ARISING OUT OF OR RELATING TO THIS NOTE.

10.7 Severability. The invalidity, illegality or unenforceability of one or more of the clauses or provisions of this Note in any jurisdiction shall not affect the validity, legality or enforceability of this Note in such jurisdiction or the validity, legality or enforceability of this Note, including any such clause or provision in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by Law.

10.8 Successors; Assigns; Third-Party Beneficiaries. The provisions of this Note shall be binding upon Maker and Payee and their respective successors, heirs, beneficiaries, legal representatives and permitted assigns. The rights or obligations of Maker under this Note may not be assigned by Maker without the prior written consent of Payee. Any attempted assignment in contravention of this Note shall be null and void and of no effect. This Note is not a negotiable instrument. This Note is for the sole benefit of the parties hereto and their respective successors, heirs, beneficiaries, legal representatives and permitted assigns and no provision hereof, whether express or implied, is intended, or shall be construed, to give any other Person any rights or remedies, whether legal or equitable, hereunder.

10.9 Register. Maker may maintain any documentation related to the transfer of this Note, and may maintain a register for the recordation of the name and address of the applicable Payee(s), and the principal amounts (and stated interest) of this Note owed to the applicable Payee(s) (the "Register"). The entries in the Register shall be conclusive, absent manifest error.

10.10 Amendments. This Note may not be amended, modified or supplemented except in a writing signed by Maker and Payee.

10.11 Construction. All parties and their counsel have reviewed and participated in the preparation of this Note and, accordingly, the rule of construction that allows a document to be construed more strictly against its author shall not govern the construction or interpretation of this Note.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of Maker and Payee has caused this Note to be duly executed and delivered as of the date first set forth above.

MAKER:

INTERPACE BIOPHARMA, INC.

By: */s/ Jack Stover*
Name: Jack Stover
Title: President & Chief Executive Officer

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[*Signature Page to Subordinated Seller Note*]

PAYEE:

CANCER GENETICS, INC.

By: */s/ John A. Roberts*
Name: John A. Roberts
Its: President & CEO

[Remainder of page intentionally left blank]

[*Signature Page to Subordinated Seller Note*]

TRANSITION SERVICES AGREEMENT

This **Transition Services Agreement** (this "***Agreement***") is made as of the 15th day of July, 2019 (the "***Effective Date***"), by and between Cancer Genetics, Inc., a Delaware corporation ("***CGI***") and Interpace BioPharma, Inc., a Delaware corporation ("***Buyer***"). Buyer and CGI are sometimes referred to herein collectively, as the "***Parties***" and individually, each a "***Party***".

RECITALS

Whereas, CGI and Buyer are parties to that certain Secured Creditor Asset Purchase Agreement, dated as of July 15, 2019 (as may be amended from time to time, the "***Asset Purchase Agreement***"), pursuant to which, among other things, PFG is selling CGI's right, title and interest in the Purchased Assets (as such terms are defined in the Asset Purchase Agreement) to Buyer on the terms and conditions set forth therein;

Whereas, in connection with the Asset Purchase Agreement and following the Closing, Buyer shall provide CGI, or an Affiliate of CGI, certain services described in Exhibit A attached hereto, for a limited period, subject to the terms and conditions set forth herein;

Whereas, in connection with the Asset Purchase Agreement and following the Closing, CGI shall provide Buyer, or an Affiliate of Buyer, certain services described in Exhibit B attached hereto, for a limited period, subject to the terms and conditions set forth herein;

Whereas, in connection with the Asset Purchase Agreement and following the Closing, CGI shall provide Buyer, or an Affiliate of Buyer, certain payroll and benefit services described in Exhibit C attached hereto, for a limited period, subject to the terms and conditions set forth herein; and

Whereas, CGI has executed an agreement for the sale of certain assets related to the Clinical Business to a third party, which are not included in the Purchased Assets and which the foreclosing lender has not foreclosed on (the "***Clinical Business Transaction***", and the third party buyer, the "***Clinical Business Buyer***"), which sale was consummated on July 8, 2019, and in connection with the Clinical Business Transaction, following the Closing, Buyer shall provide CGI, or an Affiliate of CGI, certain services described in Exhibit D attached hereto, as a subcontractor for a limited period, subject to the terms and conditions set forth herein.

Now Therefore, in consideration of the foregoing and the representations, warranties and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound, agree as follows:

1. Definitions. Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

2. Transition Services; Payment.

(a) As of the Effective Date, Buyer shall provide and CGI shall accept those transition services that are set forth on Exhibit A attached hereto and made a part hereof (each, a "***Buyer Service***" and collectively, the "***Buyer Services***").

(b) As of the Effective Date, CGI shall provide, and Buyer shall accept those transition services that are set forth on Exhibit B attached hereto and made a part hereof (each, a "***CGI Service***", collectively, the "***CGI Services***").

(c) As of the Effective Date, CGI shall provide and Buyer shall accept those payroll and benefit transition services that are set forth on Exhibit C attached hereto and made a part hereof (each, a "***CGI Payroll and Benefit Service***" and collectively, the "***CGI Payroll and Benefit Services***").

(d) As of the Effective Date, each Party shall provide, and the other Party shall accept, those transition services that are set forth on Exhibit D attached hereto and made a part hereof (each, a "***Clinical Business Service***" and collectively, the "***Clinical Business Services***"; the Buyer Services, the CGI Services, the CGI Payroll and Benefit Services and the Clinical Business Services are collectively referred to herein as the "***Services***"). Notwithstanding the foregoing, the Services shall include all activities, tasks and responsibilities that are inherent and reasonably necessary as part of, or necessary for the proper performance of, the Services.

(e) For avoidance of doubt:

(i) CGI Services shall include (and the Services included on Exhibit B shall in all events include) the specific activities, tasks, and responsibilities (i) as are reasonably necessary for assistance with the transition of the operation of the BioPharma Business after the Closing Date and (ii) that have been provided, or reasonably should have been provided, by CGI or any of its Affiliates to the BioPharma Business on a customary and regular basis during the twelve (12) months preceding the Closing Date. If, after the Closing Date, the Parties reasonably determine that a service that was reasonably necessary for the operation of the BioPharma Business after the Closing Date was omitted from Exhibit B**,** the Parties shall negotiate in good faith to reach a mutually acceptable agreement with respect to the provision of such service. If the Parties reach a mutual agreement regarding the provision of such service, then the Parties shall amend Exhibit B to reflect the terms of such mutual agreement, and the applicable Party shall provide such services to the other Party and such services shall be deemed to be "***CGI Services***";

(ii) the CGI Payroll and Benefit Services means the Services set forth on Exhibit C;

(iii) the Buyer Services shall mean the Services set forth on Exhibit A; and

(iv) the Clinical Business Services shall mean the Services set forth on Exhibit D.

(f) The Parties agree to be bound by any additional conditions, covenants and obligations for a specific Service as set forth in Exhibit A, Exhibit B, Exhibit C or Exhibit D (such exhibits, collectively, the "***Exhibits***") describing such Service. For the purposes of this Agreement, with respect to any Service, "***Receiving Party***" shall mean the Party that is receiving such Service and "***Providing Party***" shall mean the Party that is providing such Service.

(g) Each category of Service shall be provided for the period specified in the applicable Exhibit with respect to such category. There shall be no fees for the Services other than fees for Services, if any, provided by third parties that a Providing Party arranges or incurs on behalf of a Receiving Party ("***Third Party Services***"), which shall be charged at the direct third-party cost ("***Pass Through Costs***"); *provided*, *however*, the use of any third party for the provision of any Service hereunder shall be only for Services not provided by the Providing Party itself in the preceding twelve (12) months and subject to the approval of the Receiving Party, in its reasonable discretion. The Providing Party will submit monthly invoices to the Receiving Party which shall set forth the amounts due under this Agreement. Each invoice will specify Pass Through Costs, if any, for each of the Services (by category) provided during the relevant time period. The Providing Party agrees to afford the Receiving Party, upon reasonable notice, access to such information, records and documentation of Providing Party as the Receiving Party may reasonably request in order to verify the invoiced amount. The Receiving Party shall bear its own costs incurred in connection with the verification of the invoiced amounts.

(h) If the Receiving Party in good faith disputes any charges contained in an invoice, the Receiving Party shall promptly submit to the Providing Party written notice of such dispute and may withhold from the Receiving Party's payment of the relevant invoice any such disputed amounts (and only such disputed amounts and excluding any applicable Taxes), up to a maximum of the amount for the Service(s) to which such dispute relates. The Receiving Party shall remit to the Providing Party the invoiced amount, minus the amount withheld pursuant to the first sentence of this Section 2(h).

(i) From time to time after the Effective Date, the Parties may mutually agree in writing upon the provision of additional Services in accordance with the terms of this Agreement (in either case, the "***Additional Services***"), and shall negotiate in good faith to reach a mutually acceptable agreement with respect to the provision of such Additional Services. In the event the Parties agree on such Additional Services, the Exhibits, as applicable, shall be appropriately modified and the applicable "Services" stated thereon shall be deemed to include such Additional Services.

(j) Notwithstanding anything contained herein to the contrary, any and all Services may be earlier terminated by the Receiving Party upon fifteen (15) days' prior written notice to the Providing Party unless terminated earlier with respect to a Third Party Service upon the termination of the agreements with the third party provider. With respect to a termination of any Service that occurs other than at an applicable billing cut-off date, the Receiving Party shall pay the prorated fees of certain third parties as set forth in Section 2(g) above through the date such Services were ceased. The Providing Party agrees and acknowledges that after a termination of a particular Service (or category of Service) under this Agreement by the Receiving Party (subject to the payment of the applicable prorated fees by the Receiving Party), the Receiving Party shall no longer have any payment obligations with respect to such Service (or category of Service, as applicable) unless the Providing Party continues to have an obligation to pay such fees as approved by the Receiving Party in Section 2(g) above. For the avoidance of doubt, a termination of a particular Service (or category of Service, as applicable) under this Agreement by a Receiving Party will have no effect on the Providing Party's obligation to perform any other Services hereunder.

(k) Upon the last day on which any services will be provided by CGI under this Agreement, including with respect to the NJ Office Space Transition Period and the NC Office Space Transition Period, including in the event that the Providing Party becomes insolvent, files bankruptcy or otherwise becomes unable to perform the Services under this Agreement (the "***Transition Services Expiration Date***"), the Providing Party shall deliver to the Receiving Party all records and other information pertaining to any matters for which the Providing Party was providing Services hereunder; *provided, however*, that the Providing Party may retain copies of such records and information to the extent necessary for accounting, tax reporting, compliance with the Providing Party's document retention policies or other legitimate business purposes, subject to the requirements of Section 14 and Section 15. The Providing Party acknowledges and agrees that after termination of a particular Service (or category of Service) under this Agreement by the Receiving Party, the Receiving Party shall not have any payment obligations with respect to such Service (or category of Service, as applicable) performed after the effective date of such termination and that such termination by the Receiving Party with respect to any particular Service (or category of Service, as applicable) will not affect the Providing Party's obligation to perform any other Service (or category of Service, as applicable) hereunder.

(l) Nothing in this Agreement shall preclude Buyer from obtaining services comparable to the CGI Services or the CGI Payroll and Benefit Services from its own employees or from providers other than CGI, in whole or in part. Similarly, nothing in this Agreement shall preclude CGI from obtaining services comparable to the Buyer Services or the Clinical Business Services from its own employees or from providers other than Buyer, in whole or in part.

3. Term. The term of this Agreement shall commence on the Effective Date and shall continue with respect to each Service for the longest time period provided in the applicable Exhibit, or such later date as mutually agreed upon by Buyer and CGI (the "***Transition Period***"), unless earlier terminated in accordance with this Agreement.

4. Service Availability; Office Space.

(a) The Parties shall cooperate and use commercially reasonable efforts to obtain the consent of any licensors of software, landlords, equipment lessors or any other third party that may be required in connection with the provision of any of the Services hereunder (each, a "***Required Consent***"). If any such third party requires a payment in order to make any service available to a Receiving Party, the Providing Party shall notify the Receiving Party of this additional cost and the Parties shall negotiate in good faith to develop an alternative service that does not require such third party consent. In any such case, subject to Section 6.18 of the Asset Purchase Agreement, the Receiving Party shall have the option to elect: (i) to pay any amounts that are required to be paid to any third party to obtain the Required Consent or (ii) to terminate any of the Services associated with the Required Consent.

(b) If a Providing Party is or becomes aware that it will be unable to deliver any of the Services, in whole or in part, (whether or not such inability was foreseeable or within the contemplation of any Party to this Agreement) by reason of fire, flood, storm, riot, civil commotion, war, act of terrorism or other causes beyond the reasonable control of the Providing Party (each, a "***Force Majeure Event***"), the Providing Party shall notify the Receiving Party in writing as soon as practicable of such inability and cooperate with the Receiving Party to arrange for replacement services reasonably acceptable to the Receiving Party during the period in which the Force Majeure Event is ongoing. The party suffering a Force Majeure Event shall resume the performance of its obligations under this Agreement as soon as reasonably practicable after the removal of the cause of the Force Majeure Event.

(c) During the NJ Office Space Transition Period (as defined below), CGI shall provide the office space, including all existing telecom and other office equipment, for the reasonable use of Buyer employees and its Affiliates and Representatives on the premises leased under the NJ Lease. The "***NJ Office Space Transition Period***" shall mean the period beginning on the Closing Date and continuing until the date on which the NJ Lease has been validly assigned (with the landlord's consent) to, and assumed by Buyer. Buyer shall bear all costs and expenses associated with and under the NJ Lease, including, but not limited to, rent, during the NJ Office Space Transition Period.

(d) During the NC Office Space Transition Period (as defined below), CGI shall provide the office space, including all existing telecom and other office equipment, for the reasonable use of Buyer employees and its Affiliates and Representatives on the premises leased under the NC Lease. The "***NC Office Space Transition Period***" shall mean the period beginning on the Closing Date and continuing until the date on which the NC Lease has been validly assigned (with the landlord's consent) to, and assumed by Buyer. Buyer shall bear all costs and expenses associated with and under the NC Lease, including, but not limited to, rent, during the NC Office Space Transition Period.

(e) During the Office Space Transition Period (as defined below), Buyer shall provide office space, including existing telecom and other office equipment, for the reasonable use of CGI employees, Affiliates and Representatives on the premises leased under the NC Lease and the NJ Lease, as applicable, as reasonably required for the performance of the applicable Services and the Ongoing CGI Tasks. The "***Office Space Transition Period***" shall mean the period beginning on the Closing Date and continuing until the later of (a) December 31, 2019 and (b) Transition Services Expiration Date. There shall be no cost to or expense borne by CGI, or any of its Affiliates or Representatives, for the use and occupancy of and access to such office space during the Office Space Transition Period. CGI's employees and its Affiliates and Representatives shall not interfere with Buyer's use of the NJ Lease and NC Lease premises and shall abide by all terms of the NJ Lease and the NC Lease in connection with its use of office space during the Office Space Transition Period.

(f) It is acknowledged by Buyer that, subject to the terms and provisions of this Agreement and the Asset Purchase Agreement, during the Services Period, CGI employees, including the BP Employees, may continue to perform for CGI, from time to time, tasks (the "***Ongoing CGI Tasks***") previously performed in the ordinary course of business in the last twelve (12) months for CGI related to (i) legal, accounting, accounts receivable and accounts payable matters and (ii) the FHACT and TOO tests ("***Retained Clinical Tests***"); *provided, however*, that the performance of such tasks shall not unreasonably interfere with Buyer's operations and the provision of services to Buyer under this Agreement, and CGI shall reimburse and indemnify Buyer for all costs and expenses associated with the Ongoing CGI Tasks.

5. Representations and Warranties regarding Services.

(a) Each of Buyer and CGI represents, warrants and agrees that the Services to be provided by each such Party shall be provided in compliance with CLIA, CAP, applicable state clinical laboratory and cGMP regulations in a professional and workmanlike manner, in accordance with applicable Law and in the same manner in all material respects that such services were provided with regard to the BioPharma Business, the Clinical Business, the Discovery Business and general corporate matters, as applicable, in the twelve (12) months prior to the Closing Date, including with respect to the dedication of resources and the quality and timeliness of such services, but in no event with less than reasonable skill and care.

(b) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5(a) AND SECTION 6, THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT ARE FURNISHED WITHOUT ANY REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE SPECIFICALLY DISCLAIMED. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5(a) AND SECTION 6, THE PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE QUALITY, SUITABILITY OR ADEQUACY OF THE SERVICES FOR ANY PURPOSE OR USE.

6. Representations, Warranties and Covenants of CGI

(a) Representations and Warranties. CGI hereby represents and warrants to Buyer that (i) the execution and delivery by CGI of, and the consummation by CGI of the transactions contemplated by, this Agreement, and compliance with the terms hereof by CGI, do not and shall not: (A) (w) conflict with or result in a breach of the terms, conditions or provisions of, (x) constitute a default under, (y) give any third party the right to modify, terminate or accelerate any obligation under or (z) result in a violation of the charter or organizational documents of CGI, any Law or order to which CGI is subject or any contract (whether written or oral) to which CGI is party or subject; or (B) require any authorization, consent, approval, license, permit, exemption or other action by or notice or declaration to, or filing with, any Governmental Authority pursuant to the charter or organizational documents of CGI, any Law or order to which CGI is subject or any contract (whether written or oral) to which CGI is subject, (ii) it has all requisite corporate power and authority, and has taken all corporate action necessary, to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform its obligations hereunder, (iii) this Agreement has been duly executed and delivered by CGI and, assuming that this Agreement is valid and binding on Buyer, constitutes a legal, valid and binding obligation of CGI, enforceable against CGI in accordance with its terms and (iv) it has provided to Buyer a true and complete copy of the sale agreement (including schedules and exhibits thereto) relating to the Clinical Business Transaction, which is in full force and effect.

(b) Compliance with Laws. CGI shall perform the CGI Services and the CGI Payroll and Benefit Services pursuant to this Agreement in a manner that complies with all applicable Laws and orders or other actions or requirements of any Governmental Authority that are applicable to CGI's performance pursuant to this Agreement or to the CGI Services or the CGI Payroll and Benefit Services.

(c) Resources and Ability. CGI is and shall remain able to provide the CGI Services and the CGI Payroll and Benefit Services during the Transition Period for such Service. CGI has and shall have and maintain for the duration of the Transition Period for such Service sufficient resources and personnel to perform its obligations pursuant to this Agreement.

(d) Additional Representation and Covenant of CGI Related to the Clinical Business Services. CGI hereby represents and warrants that it has transferred to Buyer pursuant to the Asset Purchase Agreement all of the Intellectual Property and/or related rights that are necessary or useful for Buyer to perform the Clinical Business Services for and during the applicable periods set forth in Exhibit D. If, following the Closing, Buyer reasonably determines that any Intellectual Property and/or related rights that are necessary or useful for Buyer to perform the Clinical Business Services for and during the applicable periods set forth in Exhibit D have not been so transferred to Buyer pursuant to the Asset Purchase Agreement, then CGI shall immediately transfer or license (on a non-exclusive, royalty-free basis) to Buyer such Intellectual Property and/or related rights solely so that Buyer may perform the Clinical Business Services for and during the applicable periods set forth in Exhibit D.

7. Representations and Warranties of Buyer.

(a) Representations and Warranties. Buyer hereby represents and warrants to CGI that (i) the execution and delivery by Buyer of, and the consummation by Buyer of the transactions contemplated by, this Agreement, and compliance with the terms hereof by Buyer, do not and shall not: (A) (w) conflict with or result in a breach of the terms, conditions or provisions of, (x) constitute a default under, (y) give any third party the right to modify, terminate or accelerate any obligation under or (z) result in a violation of the charter or organizational documents of Buyer, any Law or order to which Buyer is subject or any contract (whether written or oral) to which Buyer is party or subject; or (B) require any authorization, consent, approval, exemption or other action by or notice or declaration to, or filing with, any Governmental Authority pursuant to the charter or organizational documents of Buyer, any Law or order to which Buyer is subject or any contract (whether written or oral) to which Buyer is subject, (ii) it has all requisite corporate power and authority, and has taken all corporate action necessary, to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform its obligations hereunder, and (iii) this Agreement has been duly executed and delivered by Buyer and, assuming that this Agreement is valid and binding on CGI, constitutes a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

(b) Compliance with Laws. Buyer shall perform the Buyer Services and the Clinical Business Services pursuant to this Agreement in a manner that complies with all applicable Laws and orders or other actions or requirements of any Governmental Authority that are applicable to Buyer's performance pursuant to this Agreement or to the Buyer Services or the Clinical Business Services.

(c) Resources and Ability. Assuming CGI's continued compliance with Section 6(c) and the other post-closing covenants under the Asset Purchase Agreement, Buyer is and shall remain able to provide the Buyer Services during the Transition Period for such Service. Assuming CGI's continued compliance with Section 6(c) and the other post-closing covenants under the Asset Purchase Agreement, Buyer has and shall have and maintain for the duration of the Transition Period for such Service sufficient resources and personnel to perform its obligations with respect to such Service pursuant to this Agreement.

8. Representatives. CGI and Buyer shall each designate, from time to time, a representative to act as CGI's and Buyer's respective primary contact persons to coordinate the provision of all of the Services (collectively, the "***Primary Coordinators***"). Each Primary Coordinator may designate one or more service coordinators for each specific Service (collectively, the "***Service Coordinators***"). The names and contact information of the Primary Coordinators and Services Coordinators shall be listed onExhibit E hereto. Each Party may treat an act of a Primary Coordinator of another Party as being authorized by such other Party without inquiring behind such act or ascertaining whether such Primary Coordinator had authority to so act, and each Party may treat an act of a Service Coordinator as being authorized by such other Party only to the extent such act is directly related to the Service for which such Service Coordinator has been designated; *provided, however*, that no such Primary Coordinator or Service Coordinator has authority to amend this Agreement, except as set forth in a duly authorized written amendment in accordance with Section 18. CGI and Buyer shall advise each other promptly (and in any event within seven days) in writing of any change in the Primary Coordinators and any Service Coordinator for a particular Service. CGI and Buyer agree that all communications relating to the provision of the Services shall be directed to the Service Coordinators for such Service, with concurrently sent copies to the Primary Coordinators.

9. Cooperation. During the term of the longest Transition Period, the Parties shall use commercially reasonable efforts to cooperate with each other in all matters relating to the provision and receipt of the Services. Such reasonable cooperation shall include exchanging information, providing electronic access to systems used in connection with the Services, performing true-ups and adjustments and using commercially reasonable efforts (including payment of any commercially reasonable fees or expenses) to obtain all consents, licenses, sublicenses or approvals necessary to permit each Party to perform its obligations hereunder, in each case subject to the restrictions of Section 14. The Parties shall use commercially reasonable efforts to cooperate with each other in determining the extent to which any Tax is due and owing with respect to the Services and in providing and making available any resale certificate, information regarding out-of-state use of materials, services or sale and other exemption certificates or information reasonably requested by either Party. In addition, during such Transition Period, each Providing Party shall offer such reasonable assistance to the Receiving Party to transfer responsibility for the provision of each applicable Services to the Receiving Party or a new provider.

10. Audit Rights. During the term of the longest Transition Period and for a one-year period thereafter, the Receiving Party shall have the right, on reasonable notice and during business hours, to inspect and audit the books, accounts and records of the Providing Party pertaining to the applicable Service for the purpose of verifying the amounts invoiced to the Receiving Party hereunder. If the Receiving Party wishes to perform an audit with respect to any fees or Service, then the Receiving Party will cooperate in such audit, including by making available documents, information and personnel to the employees and/or accounting firm appointed by the Receiving Party for the purposes of such audit. The Receiving Party shall bear the costs and expenses of any inspection and audit unless the inspection reveals that the Providing Party overbilled Buyer by 5% or more with respect to any period being audited, in which case the Providing Party shall bear 100% of the costs and expenses of such inspection and audit.

11. Indemnification.

(a) *Indemnification by CGI.*

(i) CGI shall indemnify and hold Buyer and its Affiliates harmless against any damages, costs and expenses (including reasonable attorneys' fees and expenses) arising from (A) any gross negligence, fraud or intentional misconduct by or on behalf of CGI or its Affiliates in connection with the provision of any CGI Service or CGI Payroll and Benefit Service or the receipt or use of any Buyer Service or Clinical Business Service or any other actions or inactions by or on behalf of CGI or its Affiliates in connection therewith, (B) any alleged joint employer status with respect to Buyer and its Affiliates, on the one hand, and CGI and its Affiliates, on the other hand, or (C) any breach by or on behalf of CGI or its Affiliates of any of its obligations hereunder.

(ii) If notified promptly in writing of any action brought against Buyer or its Affiliates based on a claim described in Section 11(a)(i) above, CGI and its Affiliates shall defend such action at their expense and pay all costs, damages and settlements finally awarded in such action or settlement which are attributable to such claim. CGI shall have sole control of the defense of any such action and all negotiations for its settlement or compromise, *provided, that*, such settlement or compromise (A) includes an unconditional release of Buyer and its Affiliates from all liability with respect to such claim, (B) does not include any award for specific performance, injunctive relief or other equitable remedy and (C) is in form and substance reasonably satisfactory to Buyer. Buyer shall reasonably cooperate with CGI, at CGI's expense, in the defense of such claim, and may be represented, at Buyer's expense, by counsel of Buyer's selection.

(iii) Subject to the other provisions of this Agreement, indemnification claims arising under this Agreement, including control of proceedings and limitations, shall be governed by the applicable provisions of Article 7 of the Asset Purchase Agreement; it being acknowledged and agreed by the Parties that any indemnification of the Buyer Indemnified Parties under this Agreement shall be effected as set forth in Section 7.5(d) of the Asset Purchase Agreement.

(iv) Notwithstanding anything to the contrary in this Agreement, if CGI is in breach of this Agreement, Buyer may continue to enjoy the benefits of this Agreement, including remaining in possession of the premises under the NJ Lease, without prejudice to any rights, remedies and claims of Buyer arising from CGI's breach.

(b) *Indemnification by Buyer.*

(i) Buyer shall indemnify and hold CGI and its Affiliates harmless against any damages, costs and expenses (including reasonable attorneys' fees and expenses) arising from (A) any gross negligence, fraud or intentional misconduct by or on behalf of Buyer or its Affiliates in connection with the provision of any Buyer Service or Clinical Business Service or the receipt or use of any CGI Service or CGI Payroll and Benefit Service or any other actions or inactions by or on behalf of Buyer in connection therewith or (B) any breach by or on behalf of Buyer or its Affiliates of any of its obligations hereunder.

(ii) If notified promptly in writing of any action brought against CGI or its Affiliates based on a claim described in Section 11(b)(i) above, Buyer shall defend such action at its expense and pay all costs, damages and settlements finally awarded in such action or settlement which are attributable to such claim. Buyer shall have sole control of the defense of any such action and all negotiations for its settlement or compromise, *provided, that*, such settlement or compromise (A) includes an unconditional release of CGI and its Affiliates from all liability with respect to such claim, (B) does not include any award for specific performance, injunctive relief or other equitable remedy and (C) is in form and substance reasonably satisfactory to CGI. CGI shall reasonably cooperate with Buyer, at Buyer's expense, in the defense of such claim, and may be represented, at CGI's expense, by counsel of CGI's selection.

12. Remedies. Because of the special nature of the Services and the disruption to the Receiving Party that could ensue from the Providing Party's failure in breach of this Agreement to provide any of the Services, the Parties agree that the Receiving Party would be irreparably harmed by any such failure. For these reasons, the Providing Party agrees that the Receiving Party shall be entitled to injunctive relief, including the Providing Party's specific performance of its obligations under this Agreement without requirement of posting a bond, in addition to all other remedies available to the Receiving Party in law or at equity or otherwise for any such breach. Except as set forth herein, all rights, powers and remedies herein given to each Party are cumulative and not alternative and are in addition to all statutes or rules of Law. Any forbearance or delay by such Party in exercising the same shall not be deemed to be a waiver thereof, the exercise of any right or partial exercise thereof shall not preclude the further exercise thereof and the same shall continue in full force and effect until specifically waived by an instrument in writing executed by such Party.

13. Limitation of Liability. EXCEPT IN THE CASE OF FRAUD, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY EXEMPLARY OR PUNITIVE DAMAGES RELATING TO THE SALE, DELIVERY, PROVISION OR USE OF THE SERVICES OR ANY BREACH OF THIS AGREEMENT.

14. Confidentiality.

(a) In the process of providing and receiving the Services or otherwise in connection with this Agreement, a Party may have access to Confidential Information (as hereinafter defined) of another Party. Without limiting the applicability of any other obligation of confidentiality to which the Parties or their Affiliates may be bound, each Party agrees to keep (and to cause its Affiliates and its and their respective employees, agents and independent contractors to keep) any Confidential Information of the other Party strictly in confidence, not to disclose it to any third party without prior written approval of the other Party and to use it only for the purposes set forth in this Agreement, except (i) as required by applicable Law, in which case the relevant Party shall notify the other Party prior to disclosing such Confidential Information and shall use its commercially reasonable efforts to obtain a protective order or otherwise prevent or minimize disclosure of such Confidential Information, or (ii) with the express prior written approval of the other Party.

(b) In the event that either Party or anyone to whom either Party disclosed any Confidential Information shall be legally compelled or required by any Government Authority to disclose any Confidential Information of the other Party, such compelled Party agrees to promptly provide written notice to such other Party to enable such other Party, at such other Party's cost and expense, to seek a protective order or other appropriate remedy to avoid public or third-party disclosure of such Confidential Information. In the event that such protective order or other remedy is not obtained, such compelled Party shall furnish only so much of such Confidential Information as it is legally compelled to disclose (upon advice of such compelled Party's legal counsel) and shall exercise such compelled Party's commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded such Confidential Information.

(c) For purposes of this Agreement, "***Confidential Information***" means any confidential information of Buyer or CGI, including, without limitation, with respect to methods of operation, customers, customer lists, products, prices, fees, costs, technology, inventions, trade secrets, know-how, software, marketing methods, plans, personnel, suppliers, competitors, markets or other specialized information or proprietary matters, and any Data provided by one Party to the other in accordance with Section 15. The obligation of confidentiality set forth in Section 14(a) above shall not extend to: (i) information that at the time of disclosure was in the public domain or thereafter comes into the public domain without breach of this Agreement by the receiving Party and (ii) information that becomes known to the receiving Party from a source, other than the disclosing Party, that had a valid right to possess such information and without breach of this Agreement by the receiving Party.

(d) In connection with the provision and performance of the Services, the Providing Party shall at all times: (A) comply in all material respects with its own then in-force security guidelines and policies applicable thereto; (B) treat any Confidential Information generated, collected or stored for the Receiving Party or its Affiliates with a standard of care at least equal to the standard of care afforded the Providing Party's own Confidential Information, and in no event at a standard less than reasonable care; and (C) comply with all applicable Laws related to the protection and storage of and access to any such Confidential Information.

(e) Where the Providing Party receives access to the computer systems of the Receiving Party or its Affiliates, it shall comply in all material respects with such Party's security guidelines and policies.

(f) In the event that the Providing Party becomes aware that unauthorized access or use of Receiving Party's or its Affiliates' Confidential Information has occurred, it shall: (A) promptly (and in any event within two Business Days) notify the Receiving Party (and/or its respective Affiliates) of such unauthorized access or use; (B) inform Receiving Party (and/or its Affiliates), and promptly keep Receiving Party (and/or its Affiliates) fully informed of all details related to such unauthorized access or use; and (C) cooperate with the Receiving Party (and/or its Affiliates) in good faith to remedy any ongoing unauthorized access or use.

(g) Upon the expiration or earlier termination of any Service, but except to the extent otherwise required by applicable Law, each Party shall, and shall cause its respective Affiliates to, return all Confidential Information of the other Party received under or pursuant to the provision or receipt of such Service.

15. Ownership and Maintenance of Data. All records, data files (and the data contained therein), input materials, reports and other materials provided by a Providing Party by or at the direction of the Providing Party pursuant to this Agreement (collectively, "***Data***") will be and remain the exclusive property of the Providing Party. Neither the Receiving Party nor any of its Affiliates will possess any interest, title, lien or right with respect thereto or in connection therewith. The Receiving Party will not, and will cause its Affiliates not to, use the Data for any purpose other than in support of its obligations hereunder. Neither the Data nor any part thereof will be disclosed, sold, assigned, leased or otherwise disposed of to third parties by the Receiving Party or any of its Affiliates, or commercially exploited by or on behalf of the Receiving Party or any of its Affiliates or their respective employees or agents, other than in accordance with the terms of this Agreement or the Asset Purchase Agreement. If the Receiving Party (a) determines on the advice of its counsel that it is required to disclose any of the Data pursuant to applicable Law or (b) receives any demand under lawful process to disclose or provide any of the Data to any other person or party, including a Governmental Authority, then the terms of Section 14(b) shall apply to and control the disclosure of any such Data by the Receiving Party. Upon termination of any Service provided hereunder, each Party will provide the other Party reasonable access to any Data associated with the provision of such Service for a period not to exceed one (1) year following the termination of such Service, whereupon any such Data remaining with the Receiving Party will be transferred to Providing Party or otherwise made available to the Providing Party as the Providing Party may reasonably request.

16. Expiration. Upon the earlier of the expiration or termination of all CGI Services and CGI Payroll and Benefit Services under this Agreement, except as otherwise provided in the Asset Purchase Agreement or any other Ancillary Agreement:

(a) CGI and its Affiliates will no longer make any use of any of the Purchased Assets or rights in respect of the BioPharma Business.

(b) Notwithstanding anything to the contrary contained herein, any account receivable relating to the BioPharma Business collected by CGI or its Affiliates under this Agreement shall be for the account of Buyer.

17. Independent Contractor. With respect to each Service, the Providing Party shall be deemed to be an independent contractor of the Receiving Party, and not an employee, agent, partner, joint employer or joint venture partner of the Receiving Party in the performance of its obligations hereunder. The Providing Party shall be solely responsible for compensation and benefits to its personnel assigned to perform the Services hereunder, including, but not limited to, worker's compensation, disability benefits, unemployment insurance and withholding, employment or any other taxes imposed or assessed on such employees.

18. Entire Agreement; Amendment. This Agreement, the Asset Purchase Agreement, and the schedules and exhibits hereto and thereto, collectively, contain the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements, negotiations, correspondence, undertakings and understandings, oral or written, relating to such subject matter. No amendment to or modification of this Agreement shall be effective unless it shall be in writing and signed by each of Buyer and CGI.

19. Severability. If any provision of this Agreement is held by final judgment of a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable provision shall be severed from the remainder of this Agreement and the remainder of this Agreement shall be enforced. In addition, the invalid, illegal or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in this Agreement, such modification being made to the minimum extent necessary to render the provision valid, legal and enforceable. Notwithstanding the foregoing, if the severed or modified provision concerns all or a portion of the essential consideration to be delivered under this Agreement by one Party to the other, the remaining provisions of this Agreement shall also be modified to the extent necessary to adjust equitably the Parties' respective rights and obligations hereunder.

20. Construction. The headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions hereof. In the negotiation of this Agreement, each Party has received advice from its own attorney. The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no provision of this Agreement will be interpreted for or against any Party because that Party or its attorney drafted the provision.

21. Resolution of Disputes; Continuation of Services Pending Outcome of Dispute. In the event of any dispute between the Parties, the Parties agree to resolve such dispute in accordance with Sections 8.9, 8.11 and 8.12 of the Asset Purchase Agreement. Notwithstanding any dispute between the Parties, neither CGI, on the one hand, or Buyer, on the other hand, shall discontinue the supply of any Service pending the resolution of such dispute.

22. No Modification of Asset Purchase Agreement. The Parties hereby expressly agree that this Agreement does not, and shall not be construed to, alter or amend in any way the rights and obligations of the Parties pursuant to the Asset Purchase Agreement, and any rights and obligations thereunder shall have priority over the rights and obligations of the Parties hereunder.

23. Waiver. Waiver of any term or condition of this Agreement by any Party shall be effective if in writing and shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other term of this Agreement. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

24. Governing Law. This Agreement, including any disputes hereunder (whether arising in contract, tort or at law) or the interpretation hereof, shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within the State of Delaware, without regard to the conflicts of law principles thereof or any other jurisdiction.

25. Notices. All notices, requests, demands, claims and other communications that are required to be or may be given under this Agreement shall be delivered in accordance with, and effective as set forth in, Section 8.1 of the Asset Purchase Agreement.

26. Assignment. Any of the Parties may (a) assign this Agreement to any Affiliate of such Party or direct or indirect subsidiary of a parent of such Party so long as any such assignee agrees in writing to be bound by all of the provisions of this Agreement and such Party continues to remain secondarily liable for all obligations hereunder, and (b) assign its rights under this Agreement to any Person that acquires a majority of the equity interests of such Party or substantially all of the assets of such Party. Each Party may assign to its Affiliates its right to receive a payment entitled to be received by it pursuant to this Agreement without any prior written consent. No Party shall otherwise assign this Agreement or any part hereof without the prior written consent of the other Party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

27. Parties in Interest. Nothing in this Agreement is intended to provide any rights or remedies to any Person other than the Parties.

28. Survival. Sections 1, 5 through 28 and any other sections of this Agreement that expressly so provide, shall survive and continue in full force and effect following any termination or expiration of this Agreement.

29. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which, when taken together, shall constitute one agreement. Any signature page delivered by a facsimile machine or electronic mail shall be binding to the same extent as an original signature page with regard to any agreement subject to the terms hereof or any amendment thereto.

[*Signature Page Follows*.]

In Witness Whereof, each party hereto has executed or caused this Agreement to be executed in its name by a duly authorized officer as of the day and year first above written.

[*Signature Page to Transition Services Agreement*]

CANCER GENETICS, INC.

By: */s/ John A. Roberts*
Name: John A. Roberts
Title: President & CEO

[Remainder of page intentionally left blank]

[*Signature Page to Transition Services Agreement*]

INTERPACE BIOPHARMA, INC.

By: */s/ Jack Stover*
Name: Jack Stover
Title: President & Chief Executive Officer

[*Signature Page to Transition Services Agreement*]

SECURITIES PURCHASE AGREEMENT

This Securities Purchase Agreement (this "*Agreement*") is dated as of July 15, 2019, by and among Interpace Diagnostics Group, Inc., a Delaware corporation (the "*Company*"), and Ampersand 2018 Limited Partnership, a Delaware limited partnership (including its successors and assigns, a "*Purchaser*" or the "*Purchasers*").

RECITALS

A. The Company and each Purchaser is executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by Section 4(a)(2) of the Securities Act of 1933, as amended (the "*Securities Act*"), and Rule 506 of Regulation D ("*Regulation D*") as promulgated by the United States Securities and Exchange Commission (the "*Commission*").

B. Interpace BioPharma, Inc., a Delaware corporation and wholly owned subsidiary of the Company, Partners for Growth IV, L.P., a Delaware limited partnership ("*CGI Seller*"), and Cancer Genetics, Inc., a Delaware corporation ("*CGI*"), have entered into that certain Secured Creditor Asset Purchase Agreement, dated as of July 15, 2019 (the "*Asset Purchase Agreement*"), pursuant to which the Company is acquiring specified assets and liabilities of CGI that constitute CGI's biopharma business.

C. The Company has authorized a new series of convertible preferred stock of the Company designated as Series A Convertible Preferred Stock, par value $0.01 per share (the "*Series A Shares*"), the terms of which are set forth in the certificate of designations, preferences and rights for such Series A Shares in the form attached hereto as Exhibit A (the "*Certificate of Designation*").

D. The Company has authorized a new series of convertible preferred stock of the Company designated as Series A-1 Convertible Preferred Stock, par value $0.01 per share (the "*Series A-1 Shares*" and, together with the Series A Shares, the "*Preferred Shares*"), the terms of which are set forth in the Certificate of Designation.

E. The Purchasers wish to purchase, and the Company wishes to sell, upon the terms and subject to the conditions stated in this Agreement, that aggregate number of Series A Shares and Series A-1 Shares as set forth next to each Purchaser's name on Schedule I under the headings "Series A Shares" and "Series A-1 Shares", respectively, and Schedule II under the heading "Series A Shares" (which aggregate amount for all Purchasers together shall be 190 Series A Shares and 80 Series A-1 Shares).

F. The Series A Shares shall be entitled to, among other things, accrued dividends and shall be convertible into shares of the Company's common stock, par value $0.01 per share (the "*Common Stock*"), in accordance with the terms of the Certificate of Designation (the shares of Common Stock issued or issuable upon conversion of any Preferred Shares, being the "*Conversion Shares*"). The Series A-1 Shares shall be convertible into Series A shares in accordance with the terms of the Certificate of Designation. The Preferred Shares, the Conversion Shares and the Series A Shares issuable upon conversion of the Series A-1 Shares are referred to herein as the "*Securities*".

G. At the Initial Closing (as defined herein), the parties hereto shall execute and deliver an Investor Rights Agreement, substantially in the form attached hereto as Exhibit C (with such changes as the parties may mutually agree, the "*Investor Rights Agreement*"), pursuant to which, among other things, the Company will agree to provide certain registration rights with respect to the Conversion Shares under the Securities Act and the rules and regulations promulgated thereunder and applicable state securities laws and to provide the Purchasers with certain preemptive and board representation rights among other rights.

H. Concurrently with the execution and delivery of this Agreement, all of the directors and executive officers of the Company have executed a voting agreement in the form attached hereto as Exhibit G, which shall automatically become effective on the Initial Closing Date and shall terminate automatically upon a termination of this Agreement in accordance with the terms hereof.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and the Purchasers hereby agree as follows:

ARTICLE I
DEFINITIONS

1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, for all purposes of this Agreement, the following terms shall have the meanings indicated in this Section 1.1:

"*2018 Form 10-K"* means the Company's Form 10-K for the fiscal year ended December 31, 2018 as filed with the Commission on March 21, 2019.

"*Affiliate*" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, Controls, is controlled by or is under common control with such Person, as such terms are used in and construed under Rule 405 under the Securities Act; provided, however, (i) the Company and its Subsidiaries and Cancer Genetics, Inc. and its subsidiaries shall not be deemed to be Affiliates of any Purchaser or its Affiliates, and (ii) with respect to a Purchaser, any investment fund or managed account that is managed on a discretionary basis by the same investment manager as such Purchaser will be deemed to be an Affiliate of such Purchaser.

"*Agreement*" has the meaning set forth in the Preamble.

"*Applicable Laws*" has the meaning set forth in Section 3.1(ww).

"*Asset Purchase Agreement*" has the meaning set forth in the Recitals.

"*Authorizations*" has the meaning set forth in Section 3.1(ww).

Any Person shall be deemed to "*beneficially own*", to have "*beneficial ownership*" of, or to be "*beneficially owning*" any securities (which securities shall also be deemed "*beneficially owned*" by such Person) that such Person is deemed to "beneficially own" within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act; provided that any Person shall be deemed to beneficially own any securities that such Person has the right to acquire, whether or not such right is exercisable immediately (including assuming conversion of all Preferred Shares, if any, owned by such Person to Common Stock).

"*Balance Sheet Date*" has the meaning set forth in Section 3.1(b).

"*Board of Directors*" means the board of directors of the Company.

"*Business*" means CGI's biopharma business which provides pharmaceutical and biotech companies and non-profit entities performing clinical trials with laboratory testing services for patient stratification and treatment selection through an extensive suite of molecular- and biomarker-based testing services, DNA- and RNA-extraction and customized assay development and trial design consultation.

"*Business Day*" means any day except Saturday, Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

"*Capitalization Date*" has the meaning set forth in Section 3.1(i).

"*Certificate of Designation*" has the meaning set forth in the Recitals.

"*CGI*" has the meaning set forth in the Recitals.

"*CGI Authorizations*" has the meaning set forth in Section 3.1(zz).

"*CGI Product*" has the meaning set forth in Section 3.1(zz).

"*Closings*" shall mean the Initial Closing and the Second Closing, each as defined herein.

"*Code*" means the United States Internal Revenue Code of 1986, as amended, including the regulations and published interpretations thereunder.

"*Commission*" has the meaning set forth in the Recitals.

"*Common Stock*" has the meaning set forth in the Recitals.

"*Company*" has the meaning set forth in the Preamble.

"*Company Counsel*" means Pepper Hamilton LLP, with offices located at 620 Eighth Avenue, 37th Floor, New York, NY 10018-1405.

"*Company Organizational Documents*" means the Certificate of Incorporation, as amended, of the Company and the Amended and Restated Bylaws, as amended, of the Company, in each case, as in effect on the date of this Agreement.

"*Company Preferred Stock*" has the meaning set forth in Section 3.1(i).

"*Company Securities*" has the meaning set forth in Section 3.1(j).

"*Company Stock Plans*" has the meaning set forth in Section 3.1(k).

"*Control*" (including the terms "controlling", "controlled by" or "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"*Conversion Shares*" has the meaning set forth in the Recitals, and also includes any securities into which the Conversion Shares may hereafter be reclassified or changed.

"*Delaware Courts*" means the state and federal courts sitting in the City of Wilmington in the State of Delaware.

"*DTC*" has the meaning set forth in Section 4.1(b).

"*Employee Benefit Laws*" has the meaning set forth in Section 3.1(bb).

"*Environmental Laws*" has the meaning set forth in Section 3.1(f).

"*Equity Interests*" means (i) any capital stock, share, partnership or membership interest, unit of participation or other similar interest (however designated) in any Person or any securities or obligations convertible into or exchangeable for any of the foregoing and (ii) any option, warrant, purchase right, conversion right, exchange right or other contractual obligation which would entitle any Person to share in the equity, profit, earnings, losses or gains of such Person (including stock appreciation, phantom stock, profit participation or other similar rights).

"*ERISA*" has the meaning set forth in Section 3.1(bb).

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended, or any successor statute, and the rules and regulations promulgated thereunder.

"*FCPA*" has the meaning set forth in Section 3.1(gg).

"*FDA*" has the meaning set forth in Section 3.1(pp).

"*Filed SEC Reports*" has the meaning set forth in Section 3.1(a).

"*Governmental Approval*" has the meaning set forth in Section 4.7(b).

"*Governmental Entity*" means any United States or non-United States (i) federal, national, regional, state, provincial, local, municipal or other government, (ii) governmental or quasi-governmental entity of any nature (including any governmental agency, branch, department, official, or entity, any self-regulatory authority, public utility and any supra-national organization, state, county, city or other political subdivision and any court or other tribunal) or (iii) body exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature, including any public arbitral tribunal, arbitrator or mediator.

"*Government Programs*" means any "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f), including Medicare, state Medicaid programs, state CHIP programs, TRICARE and similar or successor programs with or for the benefit of any Governmental Entity.

"*Grant Date*" has the meaning set forth in Section 3.1(k).

"*Hazardous Materials*" has the meaning set forth in Section 3.1(f).

"*Health Care Laws*" has the meaning set forth in Section 3.1(pp).

"*HIPAA*" has the meaning set forth in Section 3.1(pp).

"*Initial Closing*" means the closing of the purchase and sale of the Preferred Shares listed in Schedule I, attached hereto, pursuant to this Agreement.

"*Initial Closing Date*" means the date on which when all of the Initial Transaction Documents have been executed and delivered by the applicable parties thereto, and all of the conditions set forth in Sections 2.1, 2.2, 5.1 and 5.2 hereof are satisfied or waived, as the case may be, or such other date as the parties may agree.

"*Initial Closing Shares*" has the meaning set forth in Section 2.1(a).

"*Initial Closing Subscription Amount*" means, with respect to each Purchaser, the aggregate amount to be paid for the Preferred Shares purchased hereunder at the Initial Closing as indicated on Schedule I attached hereto under the heading "Initial Closing Subscription Amount" in United States dollars and in immediately available funds.

"*Initial Transaction Documents*" means this Agreement, the exhibits attached hereto, the Investor Rights Agreement, the Asset Purchase Agreement and any other documents or agreements for the Initial Closing explicitly contemplated hereunder and thereunder.

"*Intellectual Property*" has the meaning set forth in Section 3.1(w).

"*Investment Company Act*" has the meaning set forth in Section 3.1(p).

"Investor Rights Agreement" has the meaning set forth in the Recitals.

"*Legal Proceeding*" means any judicial, administrative or arbitral actions, suits, claims, investigations or proceedings (public or private), whether for condemnation or otherwise, by or before a Governmental Entity or arbitrator.

"*Material Adverse Effect*" has the meaning set forth in Section 3.1(d).

"*Material Contract*" means any contract or other agreement of the Company that has been filed or was required to have been filed as an exhibit to the SEC Reports pursuant to Item 601(b)(1), Item 601(b)(2), Item 601(b)(3), Item 601(b)(4) or Item 601(b)(10) of Regulation S-K.

"*Money Laundering Laws*" has the meaning set forth in Section 3.1(ff).

"*OFAC*" has the meaning set forth in Section 3.1(ee).

"*Person*" means an individual, corporation, partnership, limited liability company, trust, business trust, association, joint stock company, joint venture, sole proprietorship, unincorporated organization, Governmental Entity or any other form of entity not specifically listed herein.

"*Preferred Shares*" has the meaning set forth in the Recitals, and also includes any securities into which the Preferred Shares may hereafter be reclassified or changed.

"*Principal Trading Market*" means the Trading Market on which the Common Stock is primarily listed on and quoted for trading, which, as of the date of this Agreement and the Closing Date, shall be The Nasdaq Capital Market.

"*Private Programs*" means any private non-governmental program, including any private insurance program, in which the Company participates or has participated or from which the Company receives or has received payments or reimbursements.

"*Proceeding*" means an action, claim, suit, investigation or proceeding (including, without limitation, an investigation or partial proceeding, such as a deposition), whether commenced or threatened.

"*Product*" has the meaning set forth in Section 3.1(pp).

"*Purchase Price*" means $100,000 per Preferred Share.

"*Purchaser*" or "*Purchasers*" has the meaning set forth in the Recitals.

"*Purchaser Covered Person*" has the meaning set forth in Section 3.2(o)(i).

"*Regulation D*" has the meaning set forth in the Recitals.

"*Rule 144*" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"*Second Closing*" means the closing of the purchase and sale of the Preferred Shares listed in Schedule II, attached hereto, pursuant to this Agreement.

"*Second Closing Date*" means the date on which when all of the Second Transaction Documents have been executed and delivered by the applicable parties thereto, and all of the conditions set forth in Sections 2.3, 2.4, 5.3 and 5.4 hereof are satisfied or waived, as the case may be, or such other date as the parties may agree.

"*Second Closing Shares*" has the meaning set forth in Section 2.3(a).

"*Second Closing Subscription Amount*" means, with respect to each Purchaser, the aggregate amount to be paid for the Series A Shares purchased hereunder at the Second Closing as indicated on Schedule II attached hereto under the heading "Second Closing Subscription Amount" in United States dollars and in immediately available funds.

"*Second Transaction Documents*" means this Agreement, the exhibits attached hereto, and any other documents or agreements for the Second Closing explicitly contemplated hereunder and thereunder.

"*SEC Report*s" has the meaning set forth in Section 3.1(a).

"*Secretary's Certificate*" has the meaning set forth in Section 2.2(a)(iv).

"*Securities*" has the meaning set forth in the Recitals.

"*Securities Act*" has the meaning set forth in the Recitals.

"*Series A Shares*" has the meaning set forth in the Recitals.

"*Series A-1 Shares*" has the meaning set forth in the Recitals.

"*Stock Options*" has the meaning set forth in Section 3.1(k).

"*Subsidiaries*" has the meaning set forth in Section 3.1(nn).

"*Trading Market*" means whichever of the New York Stock Exchange, the NYSE American, the NASDAQ Global Select Market, the NASDAQ Global Market, the NASDAQ Capital Market on which the Common Stock is listed or quoted for trading on the date in question.

"*Transaction Documents*" means the Initial Transaction Documents and the Second Transaction Documents.

"*Transaction Litigation*" has the meaning set forth in Section 4.9.

"*Transfer Agent*" means American Stock Transfer and Trust Company, LLC, the current transfer agent of the Company, with a mailing address of 6201 15th Avenue, Brooklyn, New York 11219, and a telephone number of (718) 921-8200, or any successor transfer agent for the Company.

"*U.S. GAAP*" means U.S. generally accepted accounting principles, as applied by the Company.

ARTICLE II
PURCHASE AND SALE

2.1 Initial Closing.

(a) Amount. Subject to the terms and conditions set forth in this Agreement, substantially concurrent with the execution and delivery of the Asset Purchase Agreement by the parties thereto, at the Initial Closing, the Company shall issue and sell to each Purchaser, and each Purchaser shall purchase from the Company, such number of Series A Shares and Series A-1 Shares as set forth next to each Purchaser's name on Schedule I under the headings "Series A Shares" and "Series A-1 Shares", respectively (together, the "*Initial Closing Shares*").

(b) Initial Closing. The Initial Closing of the purchase and sale of the Initial Closing Shares shall take place at the offices of Pepper Hamilton LLP, with offices located at 620 Eighth Avenue, 37th Floor, New York, NY 10018-1405, on the Initial Closing Date or at such other locations or remotely by facsimile transmission or other electronic means as the parties may mutually agree.

(c) Form of Payment. At the Initial Closing, each Purchaser shall wire its Initial Closing Subscription Amount, in United States dollars and in immediately available funds, to the Company's account set forth on Exhibit C hereto or such other account as may be designated in writing by the Company at least two (2) Business Days in advance. At the Initial Closing, the Company shall issue the Series A Shares and Series A-1 Shares purchased at the Initial Closing in book-entry form.

2.2 Initial Closing Deliveries. (a) At or prior to the Initial Closing, the Company shall issue, deliver or cause to be delivered to each Purchaser the following:

(i) evidence reasonably satisfactory to each Purchaser that the Transfer Agent has recorded the Series A Shares and Series A-1 Shares purchased by such Purchaser at the Initial Closing on the stock ledger of the Company in book-entry form;

(ii) a legal opinion of Company Counsel with respect to the matters described on Schedule A, dated as of the Initial Closing Date, in form and substance reasonably satisfactory to the Purchasers, executed by such counsel and addressed to the Purchasers;

(iii) the Investor Rights Agreement, duly executed by the Company;

(iv) a certificate of the Secretary of the Company (the "*Secretary's Certificate*"), dated as of the Initial Closing Date, (a) certifying the resolutions adopted by the Board of Directors of the Company approving the transactions contemplated by this Agreement and the other Initial Transaction Documents and the issuance of the Series A-1 Shares and the Series A Shares at the Initial Closing, (b) certifying the current versions of the Company Organizational Documents and the Certificate of Designation and (c) certifying as to the signatures and authority of the individuals signing the Initial Transaction Documents and related documents on behalf of the Company, in the form attached hereto as Exhibit E;

(v) a certificate dated as of the Initial Closing Date and signed by its chief executive officer or its chief financial officer in the form attached hereto as Exhibit F;

(vi) a certificate evidencing the formation and good standing of the Company issued by the Secretary of State (or comparable office) of Delaware, as of a date within seven (7) Business Days of the Initial Closing Date; and

(vii) a certificate evidencing the Company's qualification as a foreign corporation and good standing issued by the Secretary of State (or comparable office) of each jurisdiction in which the Company is qualified to do business as a foreign corporation, as of a date within seven (7) Business Days of the Initial Closing Date.

(b) On or prior to the Initial Closing, each Purchaser shall deliver or cause to be delivered to the Company the following:

(i) its Initial Closing Subscription Amount, in United States dollars and in immediately available funds, in the amount set forth next to each Purchaser's name on Schedule I under the heading "Initial Closing Subscription Amount", by wire transfer to the account set forth on Exhibit C attached hereto or such other account as may be notified by the Company to the Purchasers at least two (2) Business Days prior to the Initial Closing Date;

(ii) the Investor Rights Agreement, duly executed by such Purchaser; and

(iii) a fully completed and duly executed Accredited Investor Questionnaire, satisfactory to the Company, and Stock Certificate Questionnaire in the forms attached hereto as Exhibits D-1 and D-2, respectively.

2.3 Second Closing.

(a) Amount. Subject to the terms and conditions set forth in this Agreement, at the Second Closing, the Company shall issue and sell to each Purchaser, and each Purchaser shall purchase from the Company, such number of Series A Shares as set forth next to each Purchaser's name on Schedule II under the heading "Series A Shares" (the "*Second Closing Shares*").

(b) Second Closing. The Second Closing of the purchase and sale of the Preferred Shares shall take place at the offices of Pepper Hamilton LLP, with offices located at 620 Eighth Avenue, 37th Floor, New York, NY 10018-1405, on the Second Closing Date or at such other locations or remotely by facsimile transmission or other electronic means as the parties may mutually agree.

(c) Form of Payment. At the Second Closing, each Purchaser shall wire its Second Closing Subscription Amount, in United States dollars and in immediately available funds, to the Company's account set forth on Exhibit C hereto or such other account as may be designated in writing by the Company at least two (2) Business Days in advance. At the Second Closing, the Company shall issue the Series A Shares purchased at the Second Closing in book-entry form.

2.4 Second Closing Deliveries. (a) At or prior to the Second Closing, the Company shall issue, deliver or cause to be delivered to each Purchaser the following:

(i) evidence reasonably satisfactory to each Purchaser that the Transfer Agent has recorded the Series A Shares purchased by each Purchaser at the Second Closing on the stock ledger of the Company in book-entry form;

(ii) a legal opinion of Company Counsel with respect to the matters described on Schedule A, dated as of the Second Closing Date, in form and substance reasonably satisfactory to the Purchasers, executed by such counsel and addressed to the Purchasers;

(iii) a Secretary's Certificate, dated as of the Second Closing Date, (a) certifying the resolutions adopted by the Board of Directors of the Company approving the transactions contemplated by this Agreement and the other Second Transaction Documents and the issuance of the Series A Shares at the Second Closing, (b) certifying the current versions of the Company Organizational Documents and the Certificate of Designation and (c) certifying as to the signatures and authority of the individuals signing the Second Transaction Documents and related documents on behalf of the Company, in the form attached hereto as Exhibit E;

(iv) a certificate dated as of the Second Closing Date and signed by its chief executive officer or its chief financial officer in the form attached hereto as Exhibit F;

(v) a certificate evidencing the good standing of the Company issued by the Secretary of State (or comparable office) of Delaware, as of a date within seven (7) Business Days of the Second Closing Date; and

(vi) a certificate evidencing the Company's good standing issued by the Secretary of State (or comparable office) of each jurisdiction in which the Company is qualified to do business as a foreign corporation, as of a date within seven (7) Business Days of the Second Closing Date.

(b) On or prior to the Second Closing, each Purchaser shall deliver or cause to be delivered to the Company the following:

(i) its Second Closing Subscription Amount, in United States dollars and in immediately available funds, in the amount set forth next to each Purchaser's name on Schedule II under the heading "Second Closing Subscription Amount" by wire transfer to the account set forth on Exhibit C attached hereto or such other account as may be notified by the Company to the Purchasers at least two (2) Business Days prior to the Second Closing Date; and

(ii) a fully completed and duly executed Accredited Investor Questionnaire, satisfactory to the Company, and Stock Certificate Questionnaire in the forms attached hereto as Exhibits D-1 and D-2, respectively.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Company. The Company hereby represents and warrants as of the Initial Closing Date and as of the Second Closing Date to the Purchasers as follows:

(a) The Company has filed all reports, schedules, forms, statements and other documents required to be filed by it under the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, since the date that is two years preceding the date hereof (or such shorter period as the Company was required by law or regulation to file such material) (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, being collectively referred to herein as the "*SEC Reports*" and the SEC Reports filed with, or furnished to, the Commission and publicly available prior to the date hereof being the "*Filed SEC Reports*") on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension, except where the failure to file on a timely basis, individually or in the aggregate, would not have or reasonably be expected to be material to the Company. As of their respective filing dates, or to the extent corrected by a subsequent restatement prior to the date hereof, as of the date of such restatement, the SEC Reports complied as to form in all material respects with the requirements of the Securities Act and the Exchange Act and the rules and regulations of the Commission promulgated thereunder, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Each of the Material Contracts to which the Company or any of its Subsidiaries is a party or to which the property or assets of the Company or any of its Subsidiaries are subject has been filed as an exhibit to the SEC Reports. As of the date hereof, (i) the Company is eligible to file a Registration Statement on Form S-3, (ii) none of the Company's Subsidiaries is required to file any documents with the Commission, (iii) there are no outstanding or unresolved comments in comment letters from the Commission staff with respect to any of the Filed SEC Reports and (iv) none of the Filed SEC Reports is the subject of ongoing Commission review, outstanding Commission comment or outstanding Commission investigation. Each of the certifications and statements relating to the Filed SEC Reports required by: (A) Rule 13a-14 or Rule 15d-14 under the Exchange Act, (B) 18 U.S.C. §1350 (Section 906 of the Sarbanes-Oxley Act) or (C) any other rule or regulation promulgated by the Commission or applicable to the Filed SEC Reports is accurate and complete, has been timely filed and complies as to form and content with all applicable laws.

(b) The financial statements of the Company (including all notes and schedules thereto) included or incorporated by reference in the SEC Reports complied as to form, as of their respective dates of filing with the Commission, in all material respects with the published rules and regulations of the Commission with respect thereto, have been prepared in all material respects in accordance with U.S. GAAP (except, in the case of unaudited quarterly statements, as permitted by Form 10-Q of the Commission or other rules and regulations of the Commission) applied on a consistent basis during the periods involved (except (i) as may be indicated in such financial statements or in the notes thereto or (ii) as permitted by Regulation S-X or other rules or regulations of the Commission) and present fairly in all material respects the financial position of the Company and its consolidated subsidiaries at the dates indicated and the statement of operations, stockholders' equity and cash flows of the Company and its consolidated subsidiaries for the periods specified and such financial statements and related schedules and notes thereto, subject in the case of unaudited statements, to normal, immaterial, year-end audit adjustments. Neither the Company nor any of its Subsidiaries has any liabilities of any nature (whether accrued, absolute, contingent or otherwise) that would be required under U.S. GAAP, as in effect on the date hereof, to be reflected on a consolidated balance sheet of the Company (including the notes thereto) except liabilities (i) reflected or reserved against in the balance sheet (or the notes thereto) of the Company and its Subsidiaries as of June 30, 2019 (the "*Balance Sheet Date*") included in the Filed SEC Reports, (ii) incurred after the Balance Sheet Date in the ordinary course of business, or (iii) as contemplated by this Agreement or otherwise incurred in connection with the Asset Purchase Agreement.

(c) The Company and each of its Subsidiaries has filed all material United States federal, state, local and non-United States tax returns that are required to be filed through the date hereof, which returns are true and correct in all material respects, or has received timely extensions thereof, and has paid all taxes shown on such returns and all assessments received by it to the extent that the same are material and have become due, except for any such taxes currently being contested in good faith. There are no tax audits or investigations pending.

(d) (i) Neither the Company nor any of its Subsidiaries has sustained since the date of the latest audited financial statements included or incorporated by reference in the Filed SEC Reports any material loss or interference with its business, direct or contingent, including from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Filed SEC Reports; and (ii) since the respective dates as of which information is given in the Filed SEC Reports, there has not been (A) any change in the capital stock or long-term debt of the Company or any of its Subsidiaries, taken as a whole (other than changes pursuant to agreements or employee benefit plans or in connection with the exercise of options, in each case as described or referred to in the Filed SEC Reports) or (B) any material, individually or in the aggregate, adverse change, or any development involving a prospective adverse change that is material (i) in or affecting the properties, business, management, prospects, operations, earnings or condition (financial or otherwise) of the Company and its Subsidiaries, taken as a whole or (ii) to the ability of the Company to consummate the transactions contemplated by the Transaction Documents on a timely basis or on the ability of the Company to comply with its obligations under the Transaction Documents (a "*Material Adverse Effect*").

(e) The Company and its Subsidiaries have good and marketable title to all real property owned by them, if any, and have good title to all other material property owned by them, in each case free and clear of all liens, encumbrances and defects except as do not materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company and its Subsidiaries; and any real property and buildings held under lease by the Company and its Subsidiaries are held by them under valid, subsisting and enforceable leases with such exceptions as are not material and do not materially interfere with the use made and proposed to be made of such property and buildings by the Company and its Subsidiaries.

(f) (i) The Company and its Subsidiaries are in material compliance with all Applicable Laws or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent, decree or judgment, relating to pollution or protection of human health or the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata), including, without limitation, laws and regulations relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products, asbestos-containing materials or mold (collectively, "*Hazardous Materials*") or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials (collectively, "*Environmental Laws*"), (ii) the Company and its Subsidiaries have all permits, authorizations and approvals required under any applicable Environmental Laws and are each in material compliance with their requirements, (iii) there are no pending or, to the knowledge of the Company, threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of non-compliance or violation, investigation or Proceedings relating to any Environmental Law against the Company or any of its Subsidiaries, and (iv) to the knowledge of the Company, there are no events or circumstances that would reasonably be expected to form the basis of an order for clean-up or remediation, or an action, suit or Proceeding by any private party or Governmental Entity, against or affecting the Company or any of its Subsidiaries relating to Hazardous Materials or any Environmental Laws.

(g) The Company (i) has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware, with corporate power and corporate authority to own its properties and conduct its business as described in all material respects in the SEC Reports, and (ii) has been duly qualified as a foreign corporation for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification, except in the case of clause (ii), where the failure to be so qualified or in good standing would not be material; and each Subsidiary of the Company (x) has been duly incorporated or formed, as the case may be, and is validly existing as a corporation or limited liability company, as applicable, in good standing under the laws of its jurisdiction of incorporation or formation, with the company power and authority to own its properties and conduct its business as described in the SEC Reports, and (y) has been duly qualified as a foreign corporation or limited liability company for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification, except in the case of clause (y), where the failure to be so qualified or in good standing would not be material.

(h) The execution and delivery of this Agreement by the Company and performance by the Company of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate or other applicable action including by the Board of Directors. Each Transaction Document to which it is a party has been (or will be) duly executed by the Company, and when delivered by the Company in accordance with the terms hereof, will constitute the valid and legally binding obligation of the Company, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally the enforcement of, creditors' rights and remedies, by other equitable principles of general application, or except insofar as indemnification and contribution provisions may be limited by applicable law. Other than the Nasdaq Approval (as defined in the Certificate of Designation), no vote, consent or approval of the stockholders of the Company is required under applicable law, the Company Organizational Documents or under any contract between the Company and any stockholder of the Company, to authorize or approve this Agreement or the other Transaction Documents or the transactions contemplated hereby or thereby. The Board of Directors has taken all necessary actions such that the restrictions set forth in Section 203 of the General Corporation Law of the state of Delaware will not apply to any acquisition by any Purchaser of the Preferred Shares to be issued pursuant to this Agreement or upon the conversion of the Preferred Shares into Conversion Shares pursuant to the Certificate of Designation.

(i) The authorized capital stock of the Company consists of 100,000,000 shares of Common Stock and 5,000,000 shares of preferred stock, par value $0.01 per share ("*Company Preferred Stock*"), of which 270 shares of Series A Shares will be authorized and 80 shares of Series A-1 Shares will be authorized as of the Initial Closing and Second Closing and no other shares of Company Preferred Stock will be authorized. At the close of business on July 12, 2019 (the "*Capitalization Date*"), (i) 38,295,006 shares of Common Stock were issued, (ii) 38,196,038 shares of Common Stock were outstanding, (iii) 682,935 shares of Common Stock were reserved and available for issuance pursuant to the Company Stock Plans, (iv) 3,935,969 shares of Common Stock were subject to outstanding Company Stock Options, (v) warrants to purchase 14,196,482 shares of common stock were outstanding, and (vi) no shares of Company Preferred Stock were issued or outstanding.

(j) Except as described in Section 3.1(i), as of the Capitalization Date, there were (i) no outstanding shares of capital stock of, or other Equity Interests or voting interests in, the Company, (ii) no outstanding securities of the Company convertible into or exchangeable for shares of capital stock of, or other Equity Interests or voting interests in, the Company, (iii) no outstanding options, warrants, rights or other commitments or agreements to acquire from the Company, or that obligate the Company to issue, any capital stock of, or other Equity Interests or voting interests (or voting debt) in, or any securities convertible into or exchangeable for shares of capital stock of, or other Equity Interests or voting interests in, the Company other than obligations under the Company Plans in the ordinary course of business, (iv) no obligations of the Company to grant, extend or enter into any subscription, warrant, right, convertible or exchangeable security or other similar agreement or commitment relating to any capital stock of, or other Equity Interests or voting interests in, the Company (the items in clauses (i), (ii), (iii) and (iv) being referred to collectively as "*Company Securities*") and (v) no other obligations by the Company or any of its Subsidiaries to make any payments based on the price or value of any Company Securities. Since the Capitalization Date, neither the Company nor any of its Subsidiaries has (A) issued any Company Securities or incurred any obligation to make any payments based on the price or value of any Company Securities or dividends paid thereon, other than in connection with the vesting, settlement or exercise of the stock option, service based restricted stock awards and performance-based restricted stock awards referred to in Section 3.1(i) that were outstanding as of the Capitalization Date or as expressly contemplated by this Agreement or (B) established a record date for, declared, set aside for payment or paid any dividend on, or made any other distribution in respect of, any shares of the Company's capital stock. Except as described in the SEC Reports, there are no outstanding agreements of any kind which obligate the Company or any of its Subsidiaries to repurchase, redeem or otherwise acquire any Company Securities (other than pursuant to the cashless exercise of Company Stock Options), or obligate the Company to grant, extend or enter into any such agreements relating to any Company Securities, including any agreements granting any preemptive rights, subscription rights, anti-dilutive rights, rights of first refusal or similar rights with respect to any Company Securities. None of the Company or any Subsidiary of the Company is a party to any stockholders' agreement, voting trust agreement, registration rights agreement or other similar agreement or understanding relating to any Company Securities or any other agreement relating to the disposition, voting or dividends with respect to any Company Securities.

(k) All of the issued shares of capital stock of the Company have been duly authorized and validly issued and are fully paid, non-assessable and free of preemptive rights and were not issued in violation of any rights of first refusal or other similar rights to subscribe for or purchase securities of the Company; and conform in all material respects to the description of such capital stock contained in the Filed SEC Reports and all of the issued shares of capital stock of each Subsidiary of the Company have been duly authorized and validly issued, are fully paid and non-assessable and are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims and there are no options, warrants or rights to acquire shares of capital stock of any Subsidiary of the Company. With respect to stock options (the "*Stock Options*") granted pursuant to the stock-based compensation plans of the Company (the "*Company Stock Plans*"), (i) each Stock Option intended to qualify as an "incentive stock option" under Section 422 of the Code so qualified as of the applicable Grant Date, (ii) each grant of a Stock Option was duly authorized no later than the date on which the grant of such Stock Option was by its terms to be effective (the "*Grant Date*") by all necessary corporate action, including, as applicable, approval by the Board of Directors and any required stockholder approval by the necessary number of votes or written consents, and the award agreement governing such grant (if any) was duly executed and delivered by each party thereto, (iii) each such grant was made in accordance with the terms of the Company Stock Plans, (iv) the per share exercise price of each Stock Option was equal to the fair market value of a share of Common Stock, as determined in good faith by the Board of Directors on the effective Grant Date and (v) each such grant was properly accounted for in accordance with U.S. GAAP.

(l) The Preferred Shares to be issued and sold by the Company to the Purchasers hereunder have been duly authorized and, when issued and delivered against payment therefor as provided herein, will be duly and validly issued and fully paid and non-assessable and, assuming the accuracy of the Purchasers' representations in Section 3.2 below, issued in compliance with all applicable federal and state securities laws; the Series A Shares issuable upon conversion of the Series A-1 Shares and the Conversion Shares have been duly authorized and, when issued and delivered in accordance with the Transaction Documents and the Certificate of Designation upon conversion of the Series A-1 Shares or Series A Shares, as applicable, will be duly and validly issued and fully paid and non-assessable and, assuming the accuracy of the Purchasers' representations in Section 3.2 below, issued in compliance with all applicable federal and state securities laws; and the issuance of the Securities is not and will not be issued in violation of any purchase option, call option, preemptive right, resale right, subscription right, right of first refusal or similar right, and will be free and clear of all liens and encumbrances, except restrictions imposed by the Securities Act and any applicable state securities laws. The Preferred Shares, when issued, and the Conversion Shares, if and when issued, will have the terms and conditions and entitle the holders thereof to the rights set forth in the Company Organizational Documents, as amended by the Certificate of Designation. The shares of Common Stock issuable upon conversion of the Preferred Shares have been duly reserved for issuance. Nothing in this subsection shall be construed to mean that the Preferred Shares, Conversion Shares and Common Stock are not subject to the restrictions set forth in the Certificate of Designation and the Investor Rights Agreement.

(m) The execution, delivery and performance by the Company of this Agreement, the Initial Transaction Documents (including the adoption of the Certificate of Designation) and the Second Transaction Documents, and the consummation of the transactions contemplated hereby and thereby, including the issue and sale of the Preferred Shares and the compliance by the Company its obligations hereunder and thereunder, do not and will not (A) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation under, any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound or to which any of the property or assets of the Company or any of its Subsidiaries is subject, (B) violate any of the provisions of the Company Organizational Documents, or the organizational documents of any subsidiary, (C) violate any law, rule, regulation, order, judgment or decree (including federal and state securities laws) of any court or governmental agency or body having jurisdiction over the Company or any of its Subsidiaries or any of their properties, or (D) require any consent, approval, authorization, order, registration or qualification of or with any court, governmental agency or body or third party, except for such consents, approvals, authorizations, orders, registrations or qualifications that have been obtained or made and are in full force and effect, and with respect to any third party consent, the failure of which to obtain, individually or in the aggregate, would not be material to the Company and its Subsidiaries, taken as a whole, or adversely impact the ability to consummate the offering contemplated hereby or the transactions contemplated by the Asset Purchase Agreement.

(n) Neither the Company nor any of its Subsidiaries is (A) in violation of the Company Organizational Documents or other organizational documents or (B) in default in the performance or observance of any obligation, agreement, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which it is a party or by which it or any of its properties may be bound, except in the case of clause (B), to the extent that such default, individually or in the aggregate, would not be material to the Company and its Subsidiaries, taken as a whole, or adversely impact the ability to consummate the offering contemplated hereby.

(o) Other than as set forth in the Filed SEC Reports, there are no legal or governmental Proceedings pending to which the Company or any of its Subsidiaries is a party or of which any property or assets of the Company or any of its Subsidiaries is the subject, which, if determined adversely to the Company or any of its Subsidiaries, would individually or in the aggregate be material to the Company or its Subsidiaries after giving effect to the consummation of the transactions contemplated by the Asset Purchase Agreement; and, no such Proceedings are threatened by governmental authorities or threatened by others.

(p) The Company is not and, after giving effect to the offering and sale of the Securities and the application of the proceeds thereof, will not be required to be registered as an "investment company," as such term is defined in the Investment Company Act of 1940, as amended (the "*Investment Company Act*").

(q) BDO USA, LLP, who have audited certain financial statements of the Company and its Subsidiaries is a registered public accounting firm (as defined in Section 2(a)(12) of the Sarbanes-Oxley Act), is "independent" with respect to the Company within the meaning of Regulation S-X and the Public Company Accounting Oversight Board (United States) and is in compliance with subsections (g) through (l) of Section 10A of the Exchange Act and the rules and regulations promulgated by the Commissions and the Public Company Accounting Oversight Board thereunder. All non-audit services performed by the Company's auditors for the Company that were required to be approved in accordance with Section 202 of the Sarbanes-Oxley Act were so approved.

(r) The Company maintains a system of internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the Exchange Act) that complies with the requirements of the Exchange Act and has been designed by the Company's principal executive officer and principal financial officer, or under their supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. The Company's internal control over financial reporting is effective and the Company is not aware of any material weaknesses in its internal control over financial reporting.

(s) The Board of Directors meets the independence requirements of, and has established an audit committee that meets the independence requirements of, the rules and regulations of the Commission and the Principal Trading Market.

(t) Since the date of the latest audited financial statements included or incorporated by reference in the Filed SEC Reports, there has been no change in the internal control of the Company or its Subsidiaries over financial reporting that has materially affected, or is reasonably likely to materially affect, the internal control of the Company or its Subsidiaries over financial reporting.

(u) The Company and its Subsidiaries maintains disclosure controls and procedures (as such term is defined in Rule 13a-15(e) under the Exchange Act) that comply with the requirements of the Exchange Act and such disclosure controls and procedures are effective at the reasonable assurance level.

(v) The Company and each of its Subsidiaries make and keep accurate books and records and maintain a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles as applied in the United States and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorization; (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and (v) the interactive data in extensible Business Reporting Language included or incorporated by reference in the SEC Reports fairly presents the information called for in all material respects and is prepared in accordance with the Commission's rules and guidelines applicable thereto.

(w) To the Company's knowledge, the Company and its Subsidiaries own, possess, license or have other rights to use, or could obtain on commercially reasonable terms, all foreign and domestic patents, patent applications, trade and service marks, trade and service mark registrations, trade names, copyrights, licenses, inventions, trade secrets, technology, Internet domain names, know-how and other intellectual property (collectively, the "*Intellectual Property*"), necessary for the conduct of their respective businesses as now conducted and as currently proposed to be conducted. Further, (i) there are no material rights of third parties to any such Intellectual Property owned by the Company or its Subsidiaries except for nonexclusive licenses granted to customers in the ordinary course to third parties; (ii) to the Company's knowledge, there is no infringement by third parties of any such Intellectual Property of the Company or its Subsidiaries necessary for the conduct of their respective businesses as now conducted and as currently proposed to be conducted; (iii) there is no pending or, to the Company's knowledge, threatened action, suit, proceeding or claim by others challenging the Company's or its Subsidiaries' rights in or to any such Intellectual Property of the Company or its Subsidiaries necessary for the conduct of their respective businesses as now conducted and as currently proposed to be conducted, and the Company is unaware of any facts which could form a reasonable basis for any such action, suit, proceeding or claim; (iv) there is no pending or, to the Company's knowledge, threatened action, suit, proceeding or claim by others challenging the validity or scope of any Intellectual Property of the Company or its Subsidiaries necessary for the conduct of their respective businesses as now conducted and as currently proposed to be conducted; (v) there is no pending or, to the Company's knowledge, threatened action, suit, proceeding or claim by others that the Company or its Subsidiaries infringe or otherwise violate any patent, trademark, copyright, trade secret or other proprietary rights of others; (vi) to the Company's knowledge, there is no third-party U.S. patent or published U.S. patent application which contains claims for which an Interference Proceeding (as defined in 35 U.S.C. § 135), or the equivalent in any other jurisdiction, has been commenced against any patent or patent application owned by or licensed to the Company or its Subsidiaries; and (vii) except as disclosed in the SEC Reports, the Company and its Subsidiaries have complied in all material respects with the terms of each agreement pursuant to which Intellectual Property has been licensed to the Company or such Subsidiary, and all such agreements are in full force and effect.

(x) After giving effect to the transactions contemplated by the Asset Purchase Agreement, there are no off-balance sheet arrangements (as defined in Regulation S-K Item 303(a)(4)(ii)) that may have a material current or future effect on the Company's financial condition, changes in financial condition, results of operations, liquidity, capital expenditures or capital resources.

(y) The Company and its Subsidiaries have each complied, and are presently in compliance, in all material respects with all obligations, laws and regulations regarding the collection, use, transfer, storage, protection, disposal and/or disclosure of personally identifiable information and/or any other information collected from or provided by third parties. The Company and its Subsidiaries have taken commercially reasonable steps to protect the information technology systems and data used in connection with the operation of the Company and/or its Subsidiaries. The Company and its Subsidiaries have used reasonable efforts to establish, and have established, commercially reasonable disaster recovery and security plans, procedures and facilities for the business, including, without limitation, for the information technology systems and data held or used by or for the Company and/or any of its Subsidiaries. There has been no security breach or attack or other compromise of or relating to any such information technology system or data which would reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole.

(z) The Company and each of its Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are, in the Company's reasonable judgment, prudent and adequate for the businesses in which they are engaged.

(aa) Except as disclosed in the Filed SEC Reports, after giving effect to the transactions contemplated by the Asset Purchase Agreement, there are no related party transactions that would be required to be disclosed therein by Item 404 of Regulation S-K and any such related party transactions described therein are accurately described in all material respects.

(bb) Neither the Company nor any of its Subsidiaries maintains or contributes to, or otherwise has any current or contingent liability with respect to, an employee benefit plan that is subject to Title IV of the Employee Retirement Income Security Act of 1974, as amended, including the regulations and published interpretations thereunder ("*ERISA*"), or Section 412 of the Code; the employee benefit plans sponsored, maintained or contributed to by the Company and its Subsidiaries are in compliance in all material respects with the applicable provisions of ERISA and the Code; to the knowledge of the Company, no non-exempt prohibited transaction has occurred, within the meaning of Section 406 of ERISA or Section 4975 of the Code for which the Company or any of its Subsidiaries would have any liability.

(cc) The operations of the Company and its Subsidiaries are and have been conducted at all times in material compliance with the ERISA, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Entity (collectively, the "*Employee Benefit Laws*"). No action, suit or Proceeding by or before any court or Governmental Entity, authority or body or any arbitrator to which the Company or any of its Subsidiaries is a party with respect to Employee Benefit Laws is pending or, to the knowledge of the Company, threatened.

(dd) The holders of outstanding shares of Common Stock are not entitled to preemptive or other rights to subscribe for the Securities; none of the outstanding shares of Common Stock were issued in violation of any preemptive rights, rights of first refusal or other similar rights to subscribe for or purchase securities of the Company; there are no Persons with registration or other similar rights to have securities of the Company registered under the Securities Act or the rules and regulations of the Commission thereunder; there are no authorized or outstanding options, warrants, preemptive rights, rights of first refusal or other rights to purchase, or equity or debt securities convertible into or exchangeable or exercisable for, any capital stock of the Company or any of its Subsidiaries except as disclosed in Section 3.1(i); and the description of the Company Stock Plans, and the options or other rights granted thereunder, included in the SEC Reports fairly presents the information required to be shown with respect to such plans, options and rights.

(ee) Neither the Company nor any of its Subsidiaries or any of their respective Affiliates does business with any court, administrative agency, regulatory body, commission or other Governmental Entity, board, bureau or instrumentality, domestic or foreign, any subdivision thereof, or with any individual, corporation, firm, partnership, joint venture, limited liability company, estate, trust, business association, organization or other entity located in any country that is the subject of the economic sanctions or programs of the United States as administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("*OFAC*"); and the Company will not directly or indirectly use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to its Subsidiaries or any joint venture partner or other Person, in a manner that violates any U.S. sanctions administered by OFAC.

(ff) The operations of the Company and its Subsidiaries are and have been conducted at all times in compliance with applicable financial record-keeping and reporting requirements of the Bank Secrecy Act, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable money laundering statutes of jurisdictions where the Company and its Subsidiaries conduct business, the applicable rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "*Money Laundering Laws*"), and no action, suit or Proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its Subsidiaries with respect to the Money Laundering Laws is pending or threatened.

(gg) Neither the Company or any of its Subsidiaries nor any director, officer, agent, employee or Affiliate of the Company or any of its Subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by such Persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "*FCPA*"), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA and the Company, its Subsidiaries and its Affiliates have conducted their businesses in compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

(hh) Private Placement. Assuming the accuracy of the Purchasers' representations and warranties set forth in Section 3.2 of this Agreement and the accuracy of the information disclosed in the Accredited Investor Questionnaires provided by the Purchasers, no registration under the Securities Act is required for the offer and sale of the Preferred Shares by the Company to the Purchasers under the Initial Transaction Documents or Second Transaction Documents. The issuance and sale of the Preferred Shares hereunder does not contravene the rules and regulations of the Trading Market.

(ii) Listing and Maintenance Requirements. Except as described in the SEC Reports, the Common Stock is registered pursuant to Section 12(b) of the Exchange Act and is listed on the Principal Trading Market, and the Company has taken no action designed to terminate, or likely to have the effect of terminating, the registration of the Common Stock under the Exchange Act or to delist, or likely to have the effect of delisting, the Common Stock from the Principal Trading Market, nor has the Company received any notification that the Commission or the Principal Trading Market is contemplating terminating or suspending such registration or listing. Except as described in the SEC Reports, the Company is in compliance with all applicable listing requirements of the Principal Trading Market.

(jj) No Integrated Offering. None of the Company, its Subsidiaries nor any of its Affiliates or any Person acting on its behalf has, directly or indirectly, at any time within the past six (6) months, made any offers or sales of any Company security or solicited any offers to buy any security under circumstances that would (i) impair the availability of the exemption from registration under Regulation D under the Securities Act in connection with the offer and sale by the Company of the Preferred Shares as contemplated hereby or (ii) cause the offering of the Preferred Shares pursuant to the Transaction Documents to be integrated with prior offerings by the Company for purposes of any applicable law, regulation or stockholder approval provisions, including, without limitation, under the rules and regulations of any Trading Market on which any of the securities of the Company are listed or designated.

(kk) No General Solicitation. Neither the Company nor any Person acting on behalf of the Company has offered or sold any of the Preferred Shares by any form of general solicitation or general advertising.

(ll) No Rights Agreement. The Company is not party to a stockholder rights agreement, "poison pill" or similar antitakeover agreement or plan and no anti-takeover statutes currently in effect in any jurisdiction in which the Company operates are applicable.

(mm) Certain Business Relationships with Affiliates. The Company has provided to Purchasers on or prior to the date hereof true and complete unredacted copies of any contracts or other agreements (excluding employment, stock option and customary indemnification agreements with officers and directors entered into in the ordinary course of business) between the Company, on the one hand, and any director, officer or stockholder (in each case, in his, her or its capacity as such) of the Company, any of its Subsidiaries or its Affiliates, on the other hand, which is currently in effect.

(nn) Subsidiaries. The entities set forth on Schedule B (collectively, the entities required to be disclosed on Schedule B, the "*Subsidiaries*"), are the Company's only significant subsidiaries (as such term is defined in Rule 1-02 of Regulation S-X promulgated by the Commission). The Company owns, directly or indirectly, all of the equity interests of the Subsidiaries free and clear of any lien, charge, security interest, encumbrance, right of first refusal or other restriction, and all the equity interests of the Subsidiaries are validly issued and are fully paid, nonassessable and free of preemptive and similar rights. Except as described in the Filed SEC Reports, no Subsidiary is currently prohibited, directly or indirectly, from paying any dividends to the Company or any of its Subsidiaries, from making any other distribution on such Subsidiary's capital stock, from repaying to the Company any loans or advances to such Subsidiary from the Company or from transferring any of such Subsidiary's property or assets to the Company or any other Subsidiary of the Company.

(oo) No Preferential Rights. Except as described in the Filed SEC Reports, (i) no Person has the right, contractual or otherwise, to cause the Company or any of its Subsidiaries to issue or sell to such Person any Common Stock or shares of any other capital stock or other securities of the Company or any of its Subsidiaries, (ii) no Person has any preemptive rights, resale rights, rights of first refusal, rights of co-sale, or any other rights (whether pursuant to a "poison pill" provision or otherwise) to purchase any Common Stock or shares of any other capital stock or other securities of the Company or any of its Subsidiaries, (iii) no Person has the right to act as an underwriter or as a financial advisor to the Company in connection with the offer and sale of the Common Stock, and (iv) no Person has the right, contractual or otherwise, to require the Company or any of its Subsidiaries to register under the Securities Act, any Common Stock or shares of any other capital stock or other securities of the Company or any of its Subsidiaries, or to include any such shares or other securities in the offering contemplated hereby, as a result of the sale of the Preferred Shares as contemplated hereby or otherwise.

(pp) Consents and Permits. Each product subject to the jurisdiction of the U.S. Food and Drug Administration ("*FDA*") or any non-U.S. counterpart that is manufactured, packaged, labeled, tested, distributed, sold, and/or marketed by the Company or any of its Subsidiaries are subject to (each such product, a "*Product*"), had been manufactured, packaged, labeled, tested, distributed, sold and/or marketed by the Company or its Subsidiaries, in compliance in all material respects with all applicable Health Care Laws relating to registration, investigational use, premarket clearance, licensure, or application approval, good manufacturing practices, good laboratory practices, good clinical practices, product listing, quotas, labeling, advertising, record keeping and filing of reports. There is no pending, completed or threatened action (including any lawsuit, arbitration, or legal or administrative or regulatory proceeding, charge, complaint, or investigation) against the Company or any of its Subsidiaries, and none of the Company or any of its Subsidiaries has received any notice, warning letter or other communication from the FDA or any other governmental entity, which (i) contests the premarket clearance, licensure, registration, or approval of, the uses of, the distribution of, the manufacturing or packaging of, the testing of, the sale of, or the labeling and promotion of any Product, (ii) withdraws its approval of, requests the recall, suspension, or seizure of, or withdraws or orders the withdrawal of advertising or sales promotional materials relating to, any Product, (iii) imposes a clinical hold on any clinical investigation by the Company or any of its Subsidiaries (iv) enjoins production at any facility of the Company or any of its Subsidiaries or, (v) enters or proposes to enter into a consent decree of permanent injunction with the Company or any of its Subsidiaries, or (vi) otherwise alleges any violation of any laws, rules or regulations by the Company or any of its Subsidiaries in any material respect. Neither the Company nor any of its Subsidiaries have been informed by the FDA or any non-U.S. counterpart that the FDA or any non-U.S. counterpart will prohibit the marketing, sale, license or use in the United States or in any other territory any product proposed to be developed, produced or marketed by the Company or any of its Subsidiaries nor has the FDA or any non-U.S. counterpart expressed any concern as to approving or clearing for marketing any product being developed or proposed to be developed by the Company or any of its Subsidiaries. To the Company's knowledge, there are no legal or governmental proceedings relating to any Health Care Law pending or threatened to which the Company or any of its Subsidiaries is a party, nor is it aware of any material violations of such acts or regulations by the Company or any of its Subsidiaries. For purposes of this Agreement, "Health Care Laws" means: (i) the Federal Food, Drug, and Cosmetic Act and the regulations promulgated thereunder; (ii) all applicable federal, state, local and all applicable foreign health care related fraud and abuse laws, including, without limitation, the U.S. Anti-Kickback Statute (42 U.S.C. Section 1320a-7b(b)), the U.S. Physician Payment Sunshine Act (42 U.S.C. § 1320a-7h), the U.S. Civil False Claims Act (31 U.S.C. Section 3729 et seq.), the criminal False Claims Law (42 U.S.C. § 1320a-7b(a)), all criminal laws relating to health care fraud and abuse, including but not limited to 18 U.S.C. Sections 286 and 287, and the health care fraud criminal provisions under the U.S. Health Insurance Portability and Accountability Act of 1996 ("*HIPAA*") (42 U.S.C. Section 1320d et seq.), the exclusion laws (42 U.S.C. § 1320a-7), the civil monetary penalties law (42 U.S.C. § 1320a-7a), the statutes, regulations and directives of applicable government funded or sponsored healthcare programs, and the regulations promulgated pursuant to such statutes; (iii) the Standards for Privacy of Individually Identifiable Health Information, the Security Standards, and the Standards for Electronic Transactions and Code Sets promulgated under HIPAA, the Health Information Technology for Economic and Clinical Health Act (42 U.S.C. Section 17921 et seq.), and the regulations promulgated thereunder and any state or non-U.S. counterpart thereof or other law or regulation the purpose of which is to protect the privacy of individuals or prescribers; (iv) Medicare (Title XVIII of the Social Security Act); (v) Medicaid (Title XIX of the Social Security Act); and (vi) any and all other applicable health care laws and regulations.

(qq) Regulatory Filings. Except as described in the Filed SEC Reports, neither the Company nor any of its Subsidiaries has failed to file with the applicable Governmental Entity (including the FDA or any foreign, federal, state or local Governmental Entity performing functions similar to those performed by the FDA) any required filing, declaration, listing, registration, report or submission, except for any deficiencies that, individually or in the aggregate, would be immaterial; except as described in the Filed SEC Reports, all such filings, declarations, listings, registrations, reports or submissions were in material compliance with applicable laws when filed and no material deficiencies have been asserted by any applicable regulatory authority with respect to any such filings, declarations, listings, registrations, reports or submissions. Each of the Company and its Subsidiaries have operated and currently is, in all material respects, in compliance with all applicable Health Care Laws. The Company has no knowledge of any studies, tests or trials the results of the Company or any of its Subsidiaries which reasonably call into question in any material respect the results of such studies, tests and trials.

(rr) Clinical Studies. The preclinical studies and tests and clinical trials of the Company or any of its Subsidiaries were, and, if still pending, are being conducted in all material respects in accordance with the experimental protocols, procedures and controls pursuant to, where applicable, accepted professional and scientific standards for products or product candidates comparable to those being developed by the Company or any of its Subsidiaries; the descriptions of such studies, tests and trials, and the results thereof, contained in the Filed SEC Reports, if any, are accurate and complete in all material respects; the Company is not aware of any tests, studies or trials not described in the Filed SEC Reports, the results of which reasonably call into question the results of the tests, studies and trials described in the Filed SEC Reports; and neither the Company nor any of its Subsidiaries has received any written notice or correspondence from the FDA or any foreign, state or local Governmental Entity exercising comparable authority or any institutional review board or comparable authority requiring the termination, suspension, clinical hold or material modification of any tests, studies or trials.

(ss) Brokers. Neither the Company nor any of its Subsidiaries has incurred any liability for any finder's fees, brokerage commissions or similar payments in connection with the transactions herein contemplated, except as may otherwise exist with respect to or pursuant to this Agreement.

(tt) Labor Disputes and Matters. Neither the Company nor any of its Subsidiaries employs any person represented by a union or collective bargaining unit. No labor disturbance by or dispute with employees of the Company or any of its Subsidiaries exists or, to the knowledge of the Company, is threatened.

(uu) Margin Rules. Neither the issuance, sale and delivery of the Preferred Shares nor the application of the proceeds thereof by the Company as described in the Filed SEC Reports will violate Regulation T, U or X of the Board of Governors of the Federal Reserve System or any other regulation of such Board of Governors.

(vv) Insurance. The Company and each of its Subsidiaries carry, or are covered by, insurance in such amounts and covering such risks as the Company and each of its Subsidiaries reasonably believe are adequate for the conduct of their business and as is customary for companies engaged in similar businesses in similar industries.

(ww) Compliance with Laws. Each of the Company and its Subsidiaries: (i) is and at all times has been in material compliance with all laws, statutes, rules, or regulations applicable to the ownership, testing, development, manufacture, packaging, processing, use, distribution, marketing, labeling, promotion, sale, offer for sale, storage, import, export or disposal of any product manufactured or distributed by the Company or its Subsidiaries ("*Applicable Laws*"); (ii) has not received any FDA Form 483, notice of adverse finding, warning letter, untitled letter or other correspondence or notice from the FDA or any other Governmental Entity alleging or asserting noncompliance with any Applicable Laws or any licenses, certificates, approvals, clearances, authorizations, permits and supplements or amendments thereto required by any such Applicable Laws ("*Authorizations*"); (iii) possesses all material Authorizations and such Authorizations are valid and in full force and effect and are not in material violation of any term of any such Authorizations; (iv) has not received notice of any claim, action, suit, proceeding, hearing, enforcement, investigation, arbitration or other action from any Governmental Entity or third party alleging that any product operation or activity is in violation of any Applicable Laws or Authorizations and has no knowledge that any such Governmental Entity or third party is considering any such claim, litigation, arbitration, action, suit, investigation or proceeding; (v) has not received notice that any Governmental Entity has taken, is taking or intends to take action to limit, suspend, modify or revoke any Authorizations and has no knowledge that any such Governmental Entity is considering such action; (vi) has filed, obtained, maintained or submitted all material reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments as required by any Applicable Laws or Authorizations and that all such reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments were complete and correct in all material respects on the date filed (or were corrected or supplemented by a subsequent submission); and (vii) has not, either voluntarily or involuntarily, initiated, conducted, or issued or caused to be initiated, conducted or issued, any recall, market withdrawal or replacement, safety alert, post-sale warning, "dear healthcare provider" letter, or other notice or action relating to the alleged lack of safety or efficacy of any product or any alleged product defect or violation and, to the Company's knowledge, no third party has initiated, conducted or intends to initiate any such notice or action.

(xx) Disclosure. No representation or warranty or other statement made by the Company, CGI or any of their respective representatives in connection with the negotiation, execution, delivery or performance of this Agreement or the Transaction Documents contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements contained herein and therein, in light of the circumstances under which such statements were made, not misleading.

(yy) Health Care Regulatory Compliance.

(i) The Company and each of its Subsidiaries is in material compliance with all applicable Health Care Laws. Neither the Company nor any of its Subsidiaries has received any written or, to the Company's knowledge, oral communication from a Governmental Entity, Government Program, Private Program, or other Person alleging any failure to comply with applicable Health Care Laws. Except as disclosed in the section entitled "RedPath – DOJ Settlement" in Note 10 of the consolidated financial statements included in the 2018 Form 10-K, to the knowledge of the Company, neither the Company nor any of its Subsidiaries has been investigated for violation of any Health Care Laws to which it is bound or to which any business activity or professional services performed by or for the Company or any of its Subsidiaries is subject.

(ii) The Company and each of its Subsidiaries has, and for the past three years has had, privacy and security policies, procedures and safeguards that comply with then-applicable requirements of health care privacy laws.

(iii) Except as disclosed in the section entitled "RedPath – DOJ Settlement" in Note 10 of the consolidated financial statements included in the 2018 Form 10-K, neither the Company nor any of its Subsidiaries is, and in the past three years has not been, a party to a corporate integrity agreement with any Governmental Entity or otherwise had any continuing reporting obligations pursuant to any deferred prosecution, settlement or other integrity agreement with any Governmental Entity.

(iv) Neither the Company nor any of its Subsidiaries has at any time in the past three years (i) been served with or received any search warrant, subpoena or civil investigative demand from any Governmental Entity, (ii) made a voluntary disclosure pursuant to the U.S. Department of Health and Human Services Office of the Inspector General's provider Self-Disclosure Protocol or the Centers for Medicare and Medicaid's Voluntary Self-Referral Disclosure Protocol, (iii) made a self-disclosure to a Medicare Administrative Contractor or (iv) otherwise made a material disclosure to a Governmental Entity regarding potential repayment obligations arising from actual or potential violations of Health Care Laws.

(v) The Company and each of its Subsidiaries, their respective personnel and authorized representatives are operating, and for past three years have operated, in material compliance with the federal health care program anti-kickback statute (42 U.S.C. § 1320a-7b, et seq.), the federal physician self-referral law (commonly known as the Stark Law) (42 U.S.C. § 1395nn, et seq., and its implementing regulations, 42 C.F.R. Subpart J), and all other Applicable Laws with respect to direct and indirect compensation arrangements, ownership interests or other relationships between such Person and any past, present or potential patient, physician, supplier, contractor or other Person in a position to refer, recommend or arrange for the referral of patients or other health care business or to whom such Person refers, recommends or arranges for the referral of patients or other health care business.

(vi) There has been no non-coverage decision, material adverse change to any existing coverage determination, nor change in reimbursement or coverage policies which could have a material adverse effect on, cause, or result in a denial of reimbursement, with respect to any of the Company's or any of its Subsidiaries' products or services by CMS or its contractors (including but not limited to Medicare Administrative Contractors (MACs)), whether through a National Coverage Determination (NCD) or a Local Coverage Determination (LCD), nor a determination by CMS or a MAC that any of the Company's or any of its Subsidiaries' products or services (i) are considered non-covered services, and (ii) no existing coverage determination has been, is pending, nor has been threatened to be revoked or amended.

(vii) Except as disclosed in the section entitled "RedPath – DOJ Settlement" in Note 10 of the consolidated financial statements included in the 2018 Form 10-K for the year ended December 31, 2018, neither the Company nor any of its Subsidiaries has received any nor, to the knowledge of the Company, are there any pending, written complaints, claims, demands, inquiries, proceedings, or other notices, including any notices of any investigation or other Legal Proceedings regarding the Company or any of its Subsidiaries, initiated by (i) any Person; (ii) any Private Programs; (iii) any Governmental Entity, including the United States Federal Trade Commission, a state attorney general, data protection authority or similar state official, or a supervisory authority; or (iv) any self-regulatory authority or entity, alleging that any activity of the Company or any of its Subsidiaries: (A) is in violation of any applicable information laws, (B) is in violation of any privacy agreements, (C) is in violation of any privacy policies, (D) is otherwise in violation of any person's privacy, personal or confidentiality rights, or (E) otherwise constitutes an unfair, deceptive, or misleading trade practice.

(viii) Neither the Company nor any of its Subsidiaries, to the knowledge of the Company, any officer, key employee or agent of the Company has, within the last three years, been convicted of any crime or engaged in any conduct that would reasonably be expected to result in (i) debarment under 21 U.S.C. Section 335a or any similar state or foreign Applicable Laws or (ii) exclusion under 42 U.S.C. Section 1320a-7 or any similar state or foreign Applicable Laws.

(zz) Representations Regarding the Business.

(i) At the consummation of the transactions contemplated by the Asset Purchase Agreement, CGI Seller transferred to the Company or its Subsidiaries good, valid and, if applicable, marketable title to all of the Purchased Assets (as defined in the Asset Purchase Agreement) free and clear of all liens, encumbrances and defects, except as does not materially affect the value of such Purchased Assets and does not interfere with the use made and proposed to be made of such Purchased Assets by the Company and its Subsidiaries.

(ii) (i) CGI (in respect of the Business) is in material compliance with all Environmental Laws, including, without limitation, laws and regulations relating to Hazardous Materials, (ii) CGI (in respect of the Business) has all permits, authorizations and approvals required under any applicable Environmental Laws and is in material compliance with their requirements, (iii) there are no pending or, to the knowledge of the Company, threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of non-compliance or violation, investigation or Proceedings relating to any Environmental Law against CGI (in respect of the Business), and (iv) to the knowledge of the Company, there are no events or circumstances that would reasonably be expected to form the basis of an order for clean-up or remediation, or an action, suit or Proceeding by any private party or Governmental Entity, against or affecting CGI (in respect of the Business) relating to Hazardous Materials or any Environmental Laws.

(iii) There are no Proceedings pending to which CGI (in respect of the Business) is a party or of which any property or assets of CGI (in respect of the Business) is the subject, which, if determined adversely, would individually or in the aggregate be material to the Business, and, to the knowledge of the Company, no such Proceedings are threatened by Governmental Entities or threatened by others.

(iv) To the Company's knowledge, CGI owns, possesses, licenses or has other rights to use, or could obtain on commercially reasonable terms, all Intellectual Property necessary for the conduct of the Business as now conducted and as currently proposed to be conducted. Further, (i) to the Company's knowledge, there are no rights of third parties to any such Intellectual property in respect of the Business except for nonexclusive licenses granted to customers in the ordinary course to third parties; (ii) to the Company's knowledge, there is no infringement by third parties of any Intellectual Property acquired by the Company or its Subsidiaries under the Asset Purchase Agreement necessary for the conduct of the Business as now conducted and as currently proposed to be conducted; (iii) there is no pending or, to the Company's knowledge, threatened, action, suit, proceeding or claim by others challenging CGI's, the Company's or its Subsidiaries' rights in or to any the Intellectual Property acquired by the Company or its Subsidiaries under the Asset Purchase Agreement necessary for the conduct of the Business as now conducted and as currently proposed to be conducted; (iv) there is no pending or, to the Company's knowledge, threatened action, suit, proceeding or claim by others challenging the validity or scope of the Intellectual Property acquired by the Company or its Subsidiaries under the Asset Purchase Agreement necessary for the conduct of the Business as now conducted and as currently proposed to be conducted; (v) there is no pending or, to the Company's knowledge, threatened, action, suit, proceeding or claim by others that the Business or the Purchased Assets infringe or otherwise violate any patent, trademark, copyright, trade secret or other proprietary rights of others; (vi) to the Company's knowledge, there is no third-party U.S. patent or published U.S. patent application which contains claims for which an Interference Proceeding (as defined in 35 U.S.C. § 135), or the equivalent in any other jurisdiction, has been commenced against any patent or patent application acquired by the Company or its Subsidiaries under the Asset Purchase Agreement; and (vii) CGI has complied in all material respects with the terms of each agreement pursuant to which Intellectual Property in respect of the Business has been licensed to CGI (in respect of the Business), and all such agreements are in full force and effect.

(v) CGI (in respect of the Business) has complied, and is presently in compliance, in all material respects with all obligations, laws and regulations regarding the collection, use, transfer, storage, protection, disposal and/or disclosure of personally identifiable information and/or any other information collected from or provided by third parties. CGI (in respect of the Business) has taken commercially reasonable steps to protect the information technology systems and data used in connection with the operation of the Business. CGI (in respect of the Business) has used reasonable efforts to establish, and have established, commercially reasonable disaster recovery and security plans, procedures and facilities for the business, including, without limitation, for the information technology systems and data held or used by CGI (in respect of the Business).

(vi) Neither CGI nor any of its Affiliates (in each case, in respect of the Business) does business with any court, administrative agency, regulatory body, commission or other Governmental Entity, board, bureau or instrumentality, domestic or foreign, any subdivision thereof, or with any individual, corporation, firm, partnership, joint venture, limited liability company, estate, trust, business association, organization or other entity located in any country that is the subject of the economic sanctions or programs of the United States as administered by OFAC.

(vii) The operations of CGI (in respect of the Business) are and have been conducted at all times in compliance with applicable financial record-keeping and reporting requirements of the Money Laundering Laws, and no action, suit or Proceeding by or before any court or Governmental Entity, authority or body or any arbitrator involving CGI (in respect of the Business) with respect to the Money Laundering Laws is pending or threatened.

(viii) Neither CGI, nor any director, officer, agent, employee or Affiliate of CGI (in each case, in respect of the Business), is aware of or has taken any action, directly or indirectly, that would result in a material violation by such Persons of the FCPA, including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA, and each of CGI and its Affiliates (in each case, in respect of the Business) has conducted its businesses in material compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

(ix) Each product subject to the jurisdiction of the FDA or any non-U.S. counterpart that is manufactured, packaged, labeled, tested, distributed, sold, and/or marketed by CGI or its Affiliates (in each case, in respect of the Business) (each such product, a "*CGI Product*"), had been manufactured, packaged, labeled, tested, distributed, sold and/or marketed by in compliance in all material respects with all applicable Health Care Laws relating to registration, investigational use, premarket clearance, licensure, or application approval, good manufacturing practices, good laboratory practices, good clinical practices, product listing, quotas, labeling, advertising, record keeping and filing of reports. There is no pending, completed or threatened action (including any lawsuit, arbitration, or legal or administrative or regulatory proceeding, charge, complaint, or investigation) against CGI or its Affiliates (in each case, in respect of the Business), and neither CGI nor its Affiliates (in each case, in respect of the Business) have received any notice, warning letter or other communication from the FDA or any other Governmental Entity, which (i) contests the premarket clearance, licensure, registration, or approval of, the uses of, the distribution of, the manufacturing or packaging of, the testing of, the sale of, or the labeling and promotion of any CGI Product, (ii) withdraws its approval of, requests the recall, suspension, or seizure of, or withdraws or orders the withdrawal of advertising or sales promotional materials relating to, any CGI Product, (iii) imposes a clinical hold on any clinical investigation by CGI or its Affiliates (in each case, in respect of the Business), (iv) enjoins production at any facility of CGI or its Affiliates (in each case, in respect of the Business), (v) enters or proposes to enter into a consent decree of permanent injunction with CGI or its Affiliates (in each case, in respect of the Business), or (vi) otherwise alleges any violation of any laws, rules or regulations by CGI or its Affiliates (in each case, in respect of the Business) in any material respect. Neither CGI or its Affiliates (in each case, in respect of the Business) has been informed by the FDA or any non-U.S. counterpart that the FDA or any non-U.S. counterpart will prohibit the marketing, sale, license or use in the United States or in any other territory any product proposed to be developed, produced or marketed by CGI or its Affiliates (in each case, in respect of the Business), nor has the FDA or any non-U.S. counterpart expressed any concern as to approving or clearing for marketing any product being developed or proposed to be developed by CGI or its Affiliates (in each case, in respect of the Business). To the Company's knowledge, there are no Proceedings (in each case, in respect of the Business) relating to any Health Care Law pending or threatened to which CGI or its Affiliates (in each case, in respect of the Business)is a party, nor is it aware of any material violations of such acts or regulations by CGI or its Affiliates (in each case, in respect of the Business).

(x) Neither CGI nor its Affiliates (in each case, in respect of the Business) has failed to file with the applicable Governmental Entity (including the FDA or any foreign, federal, state or local Governmental Entity performing functions similar to those performed by the FDA) any required filing, declaration, listing, registration, report or submission, except for any deficiencies that, individually or in the aggregate, would be immaterial; all such filings, declarations, listings, registrations, reports or submissions were in material compliance with applicable laws when filed and no material deficiencies have been asserted by any applicable regulatory authority with respect to any such filings, declarations, listings, registrations, reports or submissions. CGI and its Affiliates (in each case, in respect of the Business) have operated and currently are, in all material respects, in compliance with all applicable Health Care Laws. The Company has no knowledge of any studies, tests or trials of CGI or its Affiliates (in each case, in respect of the Business) the results of which reasonably call into question in any material respect the results of such studies, tests and trials.

(xi) The preclinical studies and tests and clinical trials of CGI and its Affiliates (in each case, in respect of the Business) were, and, if still pending, are being conducted in all material respects in accordance with the experimental protocols, procedures and controls pursuant to, where applicable, accepted professional and scientific standards for products or product candidates comparable to those being developed by CGI and its Affiliates (in each case, in respect of the Business); the descriptions of such studies, tests and trials, and the results thereof, contained in the documents filed by CGI with the Commission, if any, are accurate and complete in all material respects; the Company is not aware of any tests, studies or trials not described in the documents filed by CGI with the Commission, the results of which reasonably call into question the results of the tests, studies and trials described in the documents filed by CGI with the Commission; and neither CGI nor its Affiliates (in each case, in respect of the Business)have received any written notice or correspondence from the FDA or any foreign, state or local Governmental Entity exercising comparable authority or any institutional review board or comparable authority requiring the termination, suspension, clinical hold or material modification of any tests, studies or trials.

(xii) Neither CGI nor its Affiliates (in each case, in respect of the Business) employs any person represented by a union or collective bargaining unit. No labor disturbance by or dispute with employees of CGI or its Affiliates (in each case, in respect of the Business) exists or, to the knowledge of the Company, is threatened.

(xiii) Each of CGI and its Affiliates (in each case, in respect of the Business): (i) is and at all times has been in material compliance with all Applicable Laws, statutes, rules, or regulations applicable to the ownership, testing, development, manufacture, packaging, processing, use, distribution, marketing, labeling, promotion, sale, offer for sale, storage, import, export or disposal of any product manufactured or distributed by CGI or its Affiliates (in each case, in respect of the Business) ("*Applicable CGI Laws*"); (ii) has not received any FDA Form 483, notice of adverse finding, warning letter, untitled letter or other correspondence or notice from the FDA or any other Governmental Entity alleging or asserting noncompliance with any Applicable Laws or any licenses, certificates, approvals, clearances, authorizations, permits and supplements or amendments thereto required by any such Applicable Laws ("*CGI Authorizations*"); (iii) possesses all material CGI Authorizations and such CGI Authorizations are valid and in full force and effect and are not in material violation of any term of any such CGI Authorizations; (iv) has not received notice of any claim, action, suit, proceeding, hearing, enforcement, investigation, arbitration or other action from any Governmental Entity or third party alleging that any product operation or activity is in violation of any Applicable CGI Laws or CGI Authorizations and has no knowledge that any such Governmental Entity or third party is considering any such claim, litigation, arbitration, action, suit, investigation or proceeding; (v) has not received notice that any Governmental Entity has taken, is taking or intends to take action to limit, suspend, modify or revoke any CGI Authorizations and has no knowledge that any such Governmental Entity is considering such action; (vi) has filed, obtained, maintained or submitted all material reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments as required by any Applicable CGI Laws or CGI Authorizations and that all such reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments were complete and correct in all material respects on the date filed (or were corrected or supplemented by a subsequent submission); and (vii) has not, either voluntarily or involuntarily, initiated, conducted, or issued or caused to be initiated, conducted or issued, any recall, market withdrawal or replacement, safety alert, post-sale warning, "dear healthcare provider" letter, or other notice or action relating to the alleged lack of safety or efficacy of any product or any alleged product defect or violation and, to the Company's knowledge, no third party has initiated, conducted or intends to initiate any such notice or action.

(xiv) Health Care Regulatory Compliance.

(1) Each of CGI and its Affiliates (in each case, in respect of the Business) is in material compliance with all applicable Health Care Laws. Neither CGI nor its Affiliates (in each case, in respect of the Business)has received any written or, to the Company's knowledge, oral communication from a Governmental Entity, Government Program, Private Program, or other Person alleging any failure to comply with applicable Health Care Laws (in each case, in respect of the Business). Neither CGI nor its Affiliates (in each case, in respect of the Business) has been investigated for violation of any Health Care Laws to which it is bound or to which any business activity or professional services performed by or for CGI or its Affiliates (in each case, in respect of the Business) is subject.

(2) Each of CGI and its Affiliates (in each case, in respect of the Business) have, and for the past three years has had, privacy and security policies, procedures and safeguards that comply with then-applicable requirements of health care privacy laws.

(3) Neither CGI nor its Affiliates (in each case, in respect of the Business) are, nor in the past three years have been, a party to a corporate integrity agreement with any Governmental Entity or otherwise had any continuing reporting obligations pursuant to any deferred prosecution, settlement or other integrity agreement with any Governmental Entity.

(4) Neither CGI nor its Affiliates have at any time in the past three years (i) been served with or received any search warrant, subpoena or civil investigative demand from any Governmental Entity, (ii) made a voluntary disclosure pursuant to the U.S. Department of Health and Human Services Office of the Inspector General's provider Self-Disclosure Protocol or the Centers for Medicare and Medicaid's Voluntary Self-Referral Disclosure Protocol, (iii) made a self-disclosure to a Medicare Administrative Contractor or (iv) otherwise made a material disclosure to a Governmental Entity regarding potential repayment obligations arising from actual or potential violations of Health Care Laws.

(5) Each of CGI and its Affiliates, their personnel and authorized representatives (in each case, in respect of the Business) are operating, and for past three years have operated, in material compliance with the federal health care program anti-kickback statute (42 U.S.C. § 1320a-7b, et seq.), the federal physician self-referral law (commonly known as the Stark Law) (42 U.S.C. § 1395nn, et seq., and its implementing regulations, 42 C.F.R. Subpart J), and all other Applicable CGI Laws with respect to direct and indirect compensation arrangements, ownership interests or other relationships between such Person and any past, present or potential patient, physician, supplier, contractor or other Person in a position to refer, recommend or arrange for the referral of patients or other health care business or to whom such Person refers, recommends or arranges for the referral of patients or other health care business.

(6) There has been no non-coverage decision, material adverse change to any existing coverage determination, nor change in reimbursement or coverage policies which could have a material adverse effect on, cause, or result in a denial of reimbursement, with respect to any of the products or services of CGI or its Affiliates (in each case, in respect of the Business) by CMS or its contractors (including but not limited to Medicare Administrative Contractors (MACs)), whether through a National Coverage Determination (NCD) or a Local Coverage Determination (LCD), nor a determination by CMS or its contractors (including any MAC) that any of the CGI's or its Affiliates' (in each case, in respect of the Business) products or services (i) are considered non-covered services, and (ii) no existing coverage determination has been, is pending, nor has been threatened to be revoked or amended.

(7) Neither CGI nor its Affiliates (in each case, in respect of the Business) has received any nor, to the knowledge of the Company, are there any pending, written complaints, claims, demands, inquiries, proceedings, or other notices, including any notices of any investigation or other Legal Proceedings regarding CGI or its Affiliates (in each case, in respect of the Business), initiated by (i) any Person; (ii) any Private Programs; (iii) any Governmental Entity, including the United States Federal Trade Commission, a state attorney general, data protection authority or similar state official, or a supervisory authority; or (iv) any self-regulatory authority or entity, alleging that any activity of CGI or its Affiliates (in each case, in respect of the Business): (A) is in violation of any applicable information laws, (B) is in violation of any privacy agreements, (C) is in violation of any privacy policies, (D) is otherwise in violation of any person's privacy, personal or confidentiality rights, or (E) otherwise constitutes an unfair, deceptive, or misleading trade practice.

(8) Neither CGI nor its Affiliates (in each case, in respect of the Business) nor, to the knowledge of the Company, any officer, key employee or agent of CGI nor its Affiliates (in each case, in respect of the Business) has, within the last three years, been convicted of any crime or engaged in any conduct that would reasonably be expected to result in (i) debarment under 21 U.S.C. Section 335a or any similar state or foreign Applicable CGI Laws or (ii) exclusion under 42 U.S.C. Section 1320a-7 or any similar state or foreign Applicable CGI Laws.

3.2 Representations and Warranties of the Purchasers. Each Purchaser hereby represents and warrants as of the Initial Closing Date and as of the Second Closing Date to the Company as follows:

(a) Organization; Authority; Enforceability. Such Purchaser is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with the requisite corporate or partnership power and authority to enter into and to consummate the transactions contemplated by the applicable Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement by such Purchaser and performance by such Purchaser of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate or, if such Purchaser is not a corporation, such partnership, limited liability company or other applicable like action, on the part of such Purchaser. Each Transaction Document to which it is a party has been duly executed by such Purchaser, and when delivered by such Purchaser in accordance with the terms hereof, will constitute the valid and legally binding obligation of such Purchaser, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally the enforcement of, creditors' rights and remedies or by other equitable principles of general application.

(b) No Conflicts. The execution, delivery and performance by such Purchaser of this Agreement and the Investor Rights Agreement and the consummation by such Purchaser of the transactions contemplated hereby and thereby will not (i) result in a violation of the organizational documents of such Purchaser, (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which such Purchaser is a party, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including federal and state securities laws) applicable to such Purchaser, except in the case of clauses (ii) and (iii) above, for such conflicts, defaults, rights or violations which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of such Purchaser to perform its obligations hereunder.

(c) Investment Intent. Such Purchaser understands that the Securities are "restricted securities" and have not been registered under the Securities Act or any applicable state securities law and is acquiring the Securities as principal for its own account and not with a view to, or for distributing or reselling such Securities or any part thereof in violation of the Securities Act or any applicable state securities laws. Such Purchaser is acquiring the Securities hereunder in the ordinary course of its business. Such Purchaser does not presently have any agreement, plan or understanding, directly or indirectly, with any Person to distribute or effect any distribution of any of the Securities (or any securities which are derivatives thereof) to or through any Person; such Purchaser is not a registered broker-dealer under Section 15 of the Exchange Act or an entity engaged in a business that would require it to be so registered as a broker-dealer.

(d) Purchaser Status. At the time such Purchaser was offered the Preferred Shares, it was, and at the date hereof it is, an "accredited investor" as defined in Rule 501(a) under the Securities Act.

(e) General Solicitation. Such Purchaser is not purchasing the Preferred Shares as a result of any advertisement, article, notice or other communication regarding the Preferred Shares published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or any other general advertisement.

(f) Experience of Such Purchaser. Such Purchaser, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Securities, and has so evaluated the merits and risks of such investment. Such Purchaser is able to bear the economic risk of an investment in the Securities and, at the present time, is able to afford a complete loss of such investment.

(g) Access to Information. Such Purchaser acknowledges that it has had the opportunity to review the Transaction Documents (including all exhibits and schedules thereto) and the SEC Reports and that it has been afforded (i) the opportunity to ask such questions as it has deemed necessary of, and to receive answers from, representatives of the Company concerning the terms and conditions of the offering of the Securities and the merits and risks of investing in the Securities; (ii) access to information about the Company and the Subsidiaries and their respective financial condition, results of operations, business, properties, management and prospects sufficient to enable it to evaluate its investment; and (iii) the opportunity to obtain such additional information that the Company possesses or can acquire without unreasonable effort or expense to make an informed decision with respect to the investment. Neither such inquiries nor any other investigation conducted by or on behalf of such Purchaser or its representatives or counsel shall modify, amend or affect such Purchaser's right to rely on the truth, accuracy and completeness of the Company's representations and warranties contained in the Initial Transaction Documents and Second Transaction Documents.

(h) Brokers and Finders; Closing Fee. No Person will have, as a result of the transactions contemplated by this Agreement, any valid right, interest or claim against or upon the Company or any Purchaser for any commission, fee or other compensation pursuant to any agreement, arrangement or understanding entered into by or on behalf of the Purchaser.

(i) Independent Investment Decision. Such Purchaser has independently evaluated the merits of its decision to purchase the Preferred Shares pursuant to the Transaction Documents. Such Purchaser understands that nothing in this Agreement or any other materials presented by or on behalf of the Company to the Purchaser in connection with the purchase of the Preferred Shares constitutes legal, tax or investment advice. Such Purchaser has consulted such legal, tax and investment advisors as it, in its sole discretion, has deemed necessary or appropriate in connection with its purchase of the Preferred Shares.

(j) Reliance on Exemptions. Such Purchaser understands that the Preferred Shares are being offered and sold to it in reliance on specific exemptions from the registration requirements of United States federal and state securities laws and that the Company is relying in part upon the truth and accuracy of, and such Purchaser's compliance with, the representations, warranties, agreements, acknowledgements and understandings of such Purchaser set forth herein in order to determine the availability of such exemptions and the eligibility of such Purchaser to acquire the Preferred Shares.

(k) No Governmental Review. Such Purchaser understands that no United States federal or state agency or any other government or governmental agency has passed on or made any recommendation or endorsement of the Securities or the fairness or suitability of the investment in the Securities nor have such authorities passed upon or endorsed the merits of the offering of the Securities.

(l) Regulation M. Such Purchaser is aware that the anti-manipulation rules of Regulation M under the Exchange Act may apply to certain sales of Common Stock and certain other activities with respect to the Common Stock by the Purchasers.

(m) Residency. Such Purchaser's offices in which its investment decision with respect to the Preferred Shares was made are located at the address set forth for notices to be delivered to such Purchaser in Section 6.3.

(n) Capacity. The Purchasers, together with their Affiliates, have sufficient capital to pay the Second Closing Subscription Amount in United States dollars and in immediately available funds at the Second Closing. No further approval or consent (except for such approvals or consents as have been obtained) is required for the Purchasers to consummate the transactions contemplated at the Second Closing.

(o) No Disqualification Events.

(i) Each Purchaser represents that neither it, nor any of its directors, executive officers, other officers participating in the offering of Preferred Shares, general partners or managing members, nor any of the directors, executive officers or other officers participating in the offering of Preferred Shares of any such general partner or managing member, nor any other officers or employees of the Purchaser or any such general partner or managing member that have been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of any Preferred Shares (each, a "*Purchaser Covered Person*" and, collectively, "*Purchaser Covered Persons*"), is subject to any Disqualification Event except for a Disqualification Event (a) contemplated by Rule 506(d)(2) under the Securities Act and (b) a description of which has been furnished in writing to the Company prior to the date hereof, or, in the case of a Disqualification Event occurring after the date hereof, prior to the date of any offering of Preferred Shares.

(ii) Each Purchaser represents that it is not aware of any person that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of any Preferred Shares. Each Purchaser will notify the Company, prior to any offering of Preferred Shares, of any agreement entered into between such Purchaser and such person in connection with such sale.

(iii) Each Purchaser will notify the Company in writing, prior to any offering of Preferred Shares of (a) any Disqualification Event relating to any Purchaser Covered Person not previously disclosed to the Company in accordance with this Section 3.2(o) and (b) any event that would, with the passage of time, become a Disqualification Event relating to any Purchaser Covered Person.

The Company and each of the Purchasers acknowledge and agree that no party to this Agreement has made or makes any representations or warranties with respect to the transactions contemplated hereby other than those specifically set forth in this Article III and the Transaction Documents.

ARTICLE IV
OTHER AGREEMENTS OF THE PARTIES

4.1 Transfer Restrictions.

(a) Legends. Certificates evidencing the Securities shall bear any legend as required by the "blue sky" laws of any state and a restrictive legend in substantially the following form, until such time as they are not required under Section 4.1(b):

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OR (B) AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS OR BLUE SKY LAWS AS EVIDENCED BY, IF REQUESTED BY THE COMPANY, A LEGAL OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY AND ITS TRANSFER AGENT OR (II) UNLESS SOLD PURSUANT TO RULE 144 UNDER THE SECURITIES ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

(b) Removal of Legends. Promptly, and in no event later than two (2) Business Days, following a request by Purchaser, the legend set forth inSection 4.1(a) above shall be removed and the Company shall issue a certificate without such legend or any other legend to the holder of the applicable Securities upon which it is stamped or issue to such holder (if such Securities are DTC eligible) by electronic delivery at the applicable account at the Depository Trust Company ("*DTC*") designated by such holder, if (i) such Securities are registered for resale under the Securities Act or (ii) such Securities are sold or transferred pursuant to Rule 144 (if the transferor is not an Affiliate of the Company). Certificates for Securities subject to legend removal hereunder may be transmitted by the Transfer Agent to the Purchasers by crediting the account of the Purchaser's prime broker with DTC as directed by such Purchaser. Nothing herein shall limit Purchaser's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver certificates representing Securities without legends as required pursuant to the terms hereof; provided, however, that Purchaser shall not be entitled to both (i) require the reissuance of the Securities submitted for legend removal for which such conversion was not timely honored and (ii) receive the type and number of Securities that would have been issued if the Company had timely complied with its delivery requirements hereunder. If the Company fails to deliver to a Purchaser (or its transferee) the applicable certificate or certificates without any legend or issue to such holder by electronic delivery at the applicable account at the DTC within such two (2) Business Day period, and if after such date Purchaser is required to or otherwise purchases (in an open market transaction or otherwise), Securities to deliver in satisfaction of a sale by Purchaser of Securities which Purchaser was entitled to receive without a legend (a "*Buy-In*"), then the Company shall (A) pay in cash to Purchaser (in addition to any other remedies available to or elected by Purchaser) the amount by which (x) Purchaser's total purchase price (including any brokerage commissions) for the Securities so purchased exceeds (y) the product of (1) the aggregate number of Securities at issue multiplied by (2) the actual sale price at which the sell order giving rise to such purchase obligation was executed (including any brokerage commissions) and (B) reissue (if surrendered) the type and number of Securities equal to the type and number of Securities submitted for legend removal. For example, if Purchaser purchases Common Shares having a total purchase price of $11,000 to cover a Buy-In with respect to which the actual sale price (including any brokerage commissions) giving rise to such purchase obligation was a total of $10,000 under clause (A) of the immediately preceding sentence, the Company shall be required to pay Purchaser $1,000. Purchaser shall provide the Company written notice, within three (3) trading days after the occurrence of a Buy-In, indicating the amounts payable to Purchaser in respect of such Buy-In together with applicable confirmations and other evidence reasonably requested by the Company. Nothing herein shall limit Purchaser's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver certificates representing Securities without legends as required pursuant to the terms hereof; provided, however, that Purchaser shall not be entitled to both (i) require the reissuance of the Securities submitted for legend removal for which such conversion was not timely honored and (ii) receive the type and number of Securities that would have been issued if the Company had timely complied with its delivery requirements hereunder.

4.2 Integration. The Company shall not, and shall use its reasonable best efforts to ensure that no Affiliate of the Company shall, sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in Section 2 of the Securities Act) that will be integrated with the offer or sale of the Securities in a manner that would require the registration under the Securities Act of the sale of the Securities to the Purchasers, or that will be integrated with the offer or sale of the Securities for purposes of the rules and regulations of any Trading Market such that it would require stockholder approval prior to the closing of such other transaction.

4.3 Use of Proceeds. The Company shall use the net proceeds from the sale of the Preferred Shares hereunder to fund the its acquisition of certain assets of Cancer Genetics, Inc. as contemplated by the Asset Purchase Agreement, to pay related transaction expenses and to fund the Company's ongoing operational needs.

4.4 Principal Trading Market Listing. The Company shall, prior to the date hereof, prepare and submit to The Nasdaq Capital Market a listing application for the Conversion Shares.

4.5 Form D; Blue Sky. The Company agrees to timely file a Form D with respect to the Securities as required under Regulation D and to provide a copy thereof, promptly upon the written request of any Purchaser. The Company, on or before the Initial Closing Date or Second Closing Date, as applicable, shall take such action as the Company shall reasonably determine is necessary in order to obtain an exemption for or to qualify the Securities for sale to the Purchasers under applicable securities or "Blue Sky" laws of the states of the United States (or to obtain an exemption from such qualification) and shall provide evidence of such actions promptly upon the written request of any Purchaser.

4.6 Reservation of Securities. The Company shall take all action necessary to at all times have authorized, and reserved for the purpose of issuance from and after the Initial Closing Date, the number of shares of Common Stock issuable upon conversion of the Series A Shares and the number of Series A Shares issuable upon conversion of the Series A-1 Shares, in each case, in accordance with the terms of the Certificate of Designation.

4.7 Efforts to Consummate.

(a) Subject to the terms and conditions herein provided, each of the Purchasers and the Company shall use reasonable best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things commercially reasonable efforts, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement (including the satisfaction, but not waiver, of the closing conditions set forth in Article V).

(b) Each of the Purchasers and the Company shall use commercially reasonable efforts to obtain consents of all Governmental Entities necessary to consummate the transactions contemplated by this Agreement (collectively, the "*Governmental Approvals*"). Each Purchaser and the Company shall promptly inform the other parties hereto of any communication between such Purchaser or the Company, as applicable, and any Governmental Entity regarding any of the transactions contemplated by this Agreement.

4.8 Board. The Company shall have taken all action necessary such that, effective as of the Initial Closing, the Company Board will consist of seven (7) members and shall be comprised of (i) two (2) Class I Directors, one of whom shall initially be Steve Sullivan and one of whom shall initially be Eric Lev, (ii) three (3) Class II Directors, one of whom shall initially be Dr. Felice Schnoll-Sussman, one of which shall initially be vacant, and one of whom shall initially be vacant but who shall qualify as an "independent director" under Rule 5605(a)(2) of the of the listing rules of the Nasdaq Stock Market (or any successor rule) or under any similar rule promulgated by such other exchange on which the Company's securities are then listed or designated, and (iii) two (2) Class III Directors, one of whom shall initially be Jack Stover, and one of whom shall initially be Dr. Joseph Keegan.

4.9 Notification of Certain Matters. Notwithstanding anything else herein to the contrary, the Company and the Purchasers shall give prompt written notice to the other of (a) any notice or other communication from any Person alleging that any consent, waiver or approval from, or notification requirement to, such Person is or may be required in connection with the transactions contemplated by the Transaction Documents, (b) all effects, changes, events and occurrences arising subsequent to the date of this Agreement which could reasonably be expected to result in any breach of a representation or warranty or covenant of the Company in this Agreement that would, if occurring or continuing on the Initial Closing Date or Second Closing Date, as applicable, cause any of the conditions set forth in Article V not to be satisfied, (c) any effect, change, event or occurrence that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect and (d) any litigation relating to the transactions contemplated by the Transaction Documents (the "*Transaction Litigation*") and any updates to the status thereof. The Company and its Subsidiaries shall give the Purchaser an opportunity to discuss with the Company and its representatives any Transaction Litigation (subject to the entry into any joint defense or similar agreement and otherwise subject to the protection of any attorney-client or other similar doctrine or privilege) and the Company and its representatives shall consider the Purchaser's recommendations with respect thereto in good faith. For the avoidance of doubt, no updated information provided in accordance with this Section 4.9 shall be deemed to cure any breach of any representation, warranty or covenant made in this Agreement or affect any rights under this Agreement or the other Transaction Documents.

ARTICLE V
CONDITIONS PRECEDENT TO CLOSINGS

5.1 Conditions Precedent to the Obligations of the Purchasers to Purchase Preferred Shares at the Initial Closing The obligation of the Purchasers to acquire Preferred Shares at the Initial Closing is subject to the fulfillment to the Purchasers' satisfaction, on or prior to the Initial Closing Date, of each of the following conditions, any of which may be waived by the Purchasers:

(a) Representations and Warranties. As of the Initial Closing Date, the representations and warranties of the Company contained in Article III (other than in Sections 3.1(g), 3.1(h), 3.1(i), 3.1(j), 3.1(k) (but only the first sentence thereof), 3.1(l), 3.1(w), 3.1(yy), and 3.1(zz)) shall be true and correct in all material respects as though made on and as of such date, except for such representations and warranties that speak as of a specific date (which shall be true and correct in all material respects as of such date). As of the Initial Closing Date, the representations and warranties contained in Sections 3.1(g), 3.1(h), 3.1(w) and 3.1(yy) shall be true and correct in all respects as though made on and as of such date, except for such representations and warranties that speak as of a specific date (which shall be so true and correct as of such date). As of the Initial Closing Date, the representations and warranties contained in Sections 3.1(i), 3.1(j), 3.1(k) (but only the first sentence thereof) and 3.1(l) shall be true and correct in all respects, except for any *de minimis* inaccuracies, as though made on and as of such date, except for such representations and warranties that speak as of a specific date (which shall be so true and correct as of such date).

(b) Covenants. The Company shall have performed and complied in all material respects with all covenants, obligations and conditions of this Agreement required to be performed and complied with by it at or prior to the Initial Closing.

(c) No Material Adverse Effect. Since March 31, 2019, there has not occurred any event or condition that has had or would reasonably be expected to have a Material Adverse Effect.

(d) Listing on Nasdaq. The Company shall have filed with Nasdaq a Notification Form: Listing of Additional Shares for the listing of Conversion Shares, a copy of which shall have been provided to the Purchasers, and Nasdaq shall have approved the listing of such Conversion Shares.

(e) No Injunction; Government Approvals. No statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by any court or Governmental Entity of competent jurisdiction that prohibits the consummation of any of the transactions contemplated by the Initial Transaction Documents.

(f) Certificate of Designation. The Certificate of Designation in the form attached hereto asExhibit A shall have been filed with the Secretary of State of the State of Delaware and shall be in full force and effect, enforceable against the Company in accordance with its terms and shall not have been amended.

(g) Consummation of Acquisition. The Asset Purchase Agreement shall be in full force and effect, and there shall have been no material amendment, modification or waiver thereof other than as previously approved in writing by the Purchaser. The closing under the Asset Purchase Agreement shall have been, or substantially concurrently with the initial funding of the Initial Closing Subscription Amount shall be, consummated in accordance with the Asset Purchase Agreement, and all conditions to the consummation of the transactions contemplated by the Asset Purchase Agreement shall have been satisfied or waived (other than those conditions that, by their terms, cannot be satisfied until the closing under the Asset Purchase Agreement but which are capable of being satisfied at such closing) without giving effect to any amendment, modification, or waiver of any material terms or conditions of the Asset Purchase Agreement not previously approved in writing by the Purchaser.

(h) Deliveries. Each Purchaser shall have received each of the agreements, instruments and other documents set forth in Section 2.2(a).

5.2 Conditions Precedent to the Obligations of the Company to sell Preferred Shares at the Initial Closing The Company's obligation to sell and issue the Preferred Shares at the Initial Closing to the Purchasers is subject to the fulfillment to the satisfaction of the Company on or prior to the Initial Closing Date of the following conditions, any of which may be waived by the Company:

(a) No Injunction; Governmental Approvals. No statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by any court or Governmental Entity of competent jurisdiction that prohibits the consummation of any of the transactions contemplated by the Initial Transaction Documents.

(b) Representations and Warranties. The representations and warranties of each Purchaser contained in Article III shall be true and correct in all material respects as of the Initial Closing Date.

(c) Covenants. Each Purchaser shall have performed and complied in all material respects with all covenants, obligations and conditions of this Agreement required to be performed and complied with by it at or prior to the Initial Closing.

(d) Deliveries. The Company shall have received each of the agreements, instruments and other documents set forth in Section 2.2(b).

5.3 Conditions Precedent to the Obligations of the Purchasers to Purchase Series A Shares at the Second Closing The obligation of the Purchasers to acquire Series A Shares at the Second Closing is subject to the fulfillment to the Purchasers' satisfaction, on or prior to the Second Closing Date, of each of the following conditions, any of which may be waived by the Purchasers:

(a) Nasdaq Approval. The Company shall have obtained the Nasdaq Approval (as defined in the Certificate of Designation).

(b) Representations and Warranties. As of the Second Closing Date, the representations and warranties of the Company contained in Article III (other than in Sections 3.1(g), 3.1(h), 3.1(i), 3.1(j), 3.1(k) (but only the first sentence thereof), 3.1(l), 3.1(w), 3.1(yy), 3.1(zz)(iv), and 3.1(zz)(xiv)) shall be true and correct in all material respects as though made on and as of such date, except for such representations and warranties that speak as of a specific date (which shall be true and correct in all material respects as of such date). As of the Second Closing Date, the representations and warranties contained in Sections 3.1(g), 3.1(h), 3.1(w), 3.1(yy), 3.1(zz)(iv), and 3.1(zz)(xiv) shall be true and correct in all respects as though made on and as of such date, except for such representations and warranties that speak as of a specific date (which shall be so true and correct as of such date). As of the Second Closing Date, the representations and warranties contained in Sections 3.1(i), 3.1(j), 3.1(k) (but only the first sentence thereof) and 3.1(l) shall be true and correct in all respects, except for any *de minimis* inaccuracies, as though made on and as of such date, except for such representations and warranties that speak as of a specific date (which shall be so true and correct as of such date).

(c) Covenants. The Company shall have performed and complied in all material respects with all covenants, obligations and conditions of this Agreement required to be performed and complied with by it at or prior to the Second Closing.

(d) No Material Adverse Effect. Since March 31, 2019, there has not occurred any event or condition that has had or would reasonably be expected to have a Material Adverse Effect.

(e) Listing on Nasdaq. The Company shall have filed with Nasdaq a Notification Form: Listing of Additional Shares for the listing of the shares of Common Stock issuable upon conversion of the Series A Shares issued at the Initial Closing and the Second Closing, including any Series A Shares issuable upon conversion of Series A-1 Shares issued at the Initial Closing, a copy of which shall have been provided to the Purchasers, and Nasdaq shall have approved the listing of such Conversion Shares.

(f) No Injunction; Government Approvals. No statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by any court or Governmental Entity of competent jurisdiction that prohibits the consummation of any of the transactions contemplated by the Second Transaction Documents.

(g) Deliveries. Each Purchaser shall have received each of the agreements, instruments and other documents set forth in Section 2.4(a).

5.4 Conditions Precedent to the Obligations of the Company to sell Series A Shares at the Second Closing. The Company's obligation to sell and issue the Series A Shares at the Second Closing to the Purchasers is subject to the fulfillment to the satisfaction of the Company on or prior to the Second Closing Date of the following conditions, any of which may be waived by the Company:

(a) No Injunction; Governmental Approvals. No statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by any court or Governmental Entity of competent jurisdiction that prohibits the consummation of any of the transactions contemplated by the Second Transaction Documents.

(b) Representations and Warranties. The representations and warranties of each Purchaser contained in Article III shall be true and correct in all material respects as of such Second Closing Date.

(c) Covenants. Each Purchaser shall have performed and complied in all material respects with all covenants, obligations and conditions of this Agreement required to be performed and complied with by it at or prior to the Second Closing.

(d) Deliveries. The Company shall have received each of the agreements, instruments and other documents set forth in Section 2.4(b).

ARTICLE VI
MISCELLANEOUS

6.1 Fees and Expenses. At the Initial Closing, the Company shall pay the reasonable fees and expenses of the Purchaser incurred in connection with the Initial Closing, in an amount not to exceed, in the aggregate, $550,000. At the Second Closing, the Company shall pay the reasonable fees and expenses of the Purchaser incurred in connection with the Second Closing, in an amount not to exceed, in the aggregate, $50,000.

6.2 Entire Agreement. The Initial Transaction Documents and Second Transaction Documents, together with the exhibits and schedules thereto, contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, understandings, discussions and representations, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules. At or after the Initial Closing and Second Closing, and without further consideration, the Company and the Purchasers will execute and deliver to the other such further documents as may be reasonably requested in order to give practical effect to the intention of the parties under the Initial Transaction Documents and Second Transaction Documents, respectively.

6.3 Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of (a) the date of transmission, if such notice or communication is delivered via email (provided the sender does not receive a machine-generated rejection of transmission) at the email address specified in this Section 6.3 prior to 5:00 P.M., New York City time, on a Business Day, (b) the next Business Day after the date of transmission, if such notice or communication is delivered via email at the email address specified in this Section 6.3 on a day that is not a Business Day or later than 5:00 P.M., New York City time, on any Business Day, (c) the Business Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service with next day delivery specified, or (d) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications shall be as follows:

If to the Company:	Interpace Diagnostics Group, Inc. Morris Corporate Center 1, Building C 300 Interpace Parkway, Parsippany, NJ 07054 Attention: Jack E. Stover, President and CEO Email: jstover@interpacedx.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 a Purchaser:	Ampersand 2018 Limited Partnership c/o Ampersand Capital Partners 55 William Street, Suite 240 Wellesley, MA 02481 Attn: Dana L. Niles, Chief Operating Partner Email: dln@ampersandcapital.com
With a copy to:	Goodwin Procter LLP 100 Northern Avenue Boston, MA 02210 Attention: James T. Barrett, Esq., and Jocelyn Arel, Esq. Email: JBarrett@goodwinlaw.com and JArel@goodwinlaw.com

or such other address as may be designated in writing hereafter, in the same manner, by such Person.

6.4 Amendments; Waivers; No Additional Consideration. No provision of this Agreement may be waived, modified, supplemented or amended except in a written instrument signed, in the case of an amendment, by the Company and the Purchaser or, in the case of a waiver, by the party against whom enforcement of any such waiver is sought. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of either party to exercise any right hereunder in any manner impair the exercise of any such right. Any waiver granted by the Purchaser shall be deemed to constitute a waiver by all of the Purchasers. No consideration shall be offered or paid to any Purchaser to amend or consent to a waiver or modification of any provision of any Transaction Document unless the same consideration is also offered to all Purchasers who then hold Securities.

6.5 Construction; Interpretation. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party. This Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement or any of the Transaction Documents. Unless otherwise indicated to the contrary herein by the context or use thereof: (i) the words, "herein," "hereto," "hereof" and words of similar import refer to this Agreement as a whole, including the Schedules and exhibits, and not to any particular section, subsection, paragraph, subparagraph or clause contained in this Agreement; (ii) masculine gender shall also include the feminine and neutral genders, and vice versa; (iii) words importing the singular shall also include the plural, and vice versa; (iv) the words "include," "includes" or "including" shall be deemed to be followed by the words "without limitation"; (v) financial terms shall have the meanings given to such terms under GAAP unless otherwise specified herein; (vi) references to "$" or "dollar" or "US$" shall be references to United States dollars; (vii) where the context permits, the use of the term "or" will be non-exclusive and equivalent to the use of the term "and/or"; (viii) the word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if"; and (ix) if any action under this Agreement is required to be done or taken on a day that is not a Business Day or on which a government office is not open with respect to which a filing must be made, then such action shall be required to be done or taken not on such day but on the first succeeding Business Day thereafter.

6.6 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties and their successors and permitted assigns. This Agreement, or any rights or obligations hereunder, may not be assigned by the Company without the prior written consent of each Purchaser. Any Purchaser may assign its rights hereunder in whole or in part to any Person to whom such Purchaser assigns or transfers such rights in compliance with applicable law, provided such transferee shall agree in writing to be bound, with respect to any Securities transferred in connection with such assignment, by the terms and conditions of this Agreement, the Investor Rights Agreement and the Voting Agreements that apply to the "Purchasers"; provided, further, that, such Purchaser remain liable for its obligations hereunder.

6.7 No Third-Party Beneficiaries. Except as set forth in Section 6.13 and Section 6.14, this Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of and shall not confer any rights or remedies on, nor may any provision hereof be enforced by, any other Person.

6.8 Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware, without regard to the principles of conflicts of law thereof. Each party agrees that all Proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement and any other Transaction Documents (whether brought against a party hereto or its respective Affiliates, employees or agents) shall be commenced exclusively in the Delaware Courts. Each party hereto hereby irrevocably submits to the exclusive jurisdiction of the Delaware Courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any Proceeding, any claim that it is not personally subject to the jurisdiction of any such Delaware Court, or that such Proceeding has been commenced in an improper or inconvenient forum. Each party hereto hereby irrevocably waives personal service of process and consents to process being served in any such Proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. **EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY**.

6.9 Survival. Subject to applicable statute of limitations, the representations, warranties, agreements and covenants contained herein shall survive the Initial Closing and Second Closing and the delivery of the Preferred Shares at each of the Initial Closing and Second Closing. Notwithstanding the foregoing, the parties hereto acknowledge and agree that the representations and warranties contained in Section 3.1(zz), have been given by the Company solely in connection with Section 5.1 and Section 5.3 of this Agreement.

6.10 Execution. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, or by email delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof.

6.11 Severability. If any provision of this Agreement is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Agreement shall not in any way be affected or impaired thereby and the parties will attempt to agree upon a valid and enforceable provision that is a reasonable substitute therefor, and upon so agreeing, shall incorporate such substitute provision in this Agreement.

6.12 Remedies. In addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, each of the Purchasers and the Company will be entitled to specific performance under the Initial Transaction Documents and Second Transaction Documents. The parties agree that monetary damages may not be adequate compensation for any loss incurred by reason of any breach of obligations described in the foregoing sentence and hereby agree to waive in any action for specific performance of any such obligation (other than in connection with any action for a temporary restraining order) the defense that a remedy at law would be adequate.

6.13 Limitation of Liability; No Recourse.

(a) Notwithstanding anything that may be expressed or implied in this Agreement, the liability of each Purchaser hereunder shall be several, not joint and several, and under no circumstance shall any Purchaser be liable for any amounts hereunder or pursuant to claims related to any breach or alleged breach of this Agreement in excess of its respective First Subscription Amount or Second Subscription Amount, as applicable.

(b) Notwithstanding anything that may be expressed or implied in this Agreement, and notwithstanding the fact that one or more Purchasers may be a corporation, partnership, limited liability company or trust, the Company and each Purchaser covenant, agree and acknowledge that no recourse under this Agreement, any Initial Transaction Document, Second Transaction Document or any other documents or instruments delivered in connection with this Agreement shall be had against any current or future Affiliate, director, officer, employee, general or limited partner, stockholder, manager, member, trustee or control persons (as such term is used in the Securities Act, as amended, and the rules and regulations thereunder) of any Purchaser or any director, officer, employee, general or limited partner, stockholder, manager, member, trustee or control persons (as such term is used in the Securities Act, as amended, and the rules and regulations thereunder), Affiliate or assignee thereof (collectively, "Purchaser Related Parties"), whether by the enforcement of any assessment or by any legal or equitable Proceeding, or by virtue of any statute, regulation or other applicable law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any current or future officer, agent or employee of any Purchaser or any current or future director, officer, employee, general or limited partner, stockholder, manager, member or trustee of any Purchaser or of any Affiliate or assignee thereof, as such for any obligation of any Purchaser under this Agreement, any Initial Transaction Document, Second Transaction Document or any other documents or instruments delivered in connection with this Agreement for any claim based on, in respect of or by reason of such obligations or their creation.

6.14 Indemnification. The Company will indemnify each Purchaser Related Party to the full extent lawful against any and all claims by any Person (including any stockholders of the Company), losses and expenses as incurred (including all reasonable fees and disbursements of any such indemnitee's counsel and other out-of-pocket expenses incurred in connection with the investigation of and preparation for any such pending or threatened claims and any litigation or other Proceedings arising therefrom) arising in connection with this Agreement, the Asset Purchase Agreement, any of the other Initial Transaction Documents, Second Transaction Documents, or any transactions contemplated hereby or thereby, or in connection with any action or failure to take any action in connection therewith or any such indemnitee being a controlling person of a Purchaser Related Party or any of its subsidiaries; provided, however, there shall be excluded from such indemnification (x) any such claim, loss or expense to the extent that it is based upon any action or failure to act by such indemnitee that is found in a final judicial determination to constitute gross negligence or intentional misconduct on such indemnitee's part and (y) any such claim, or loss or expense to the extent that it is based on such claim, brought by the Company against a Purchaser (but not on behalf of the Company by any of its stockholders) for a breach of this Agreement by such Purchaser. The Company will advance costs and expenses, including attorney's fees, incurred by any such indemnitee in defending any such claim in advance of the final disposition of such claim upon receipt of an undertaking by or on behalf of such indemnitee to repay amounts so advanced if it shall ultimately be determined that such indemnitee is not entitled to be indemnified by the Company pursuant to this Agreement.

6.15 Termination. This Agreement may be terminated and transactions contemplated hereby abandoned at any time prior to the Second Closing: (i) by mutual written consent of the Company and the Purchaser, (ii) by the Company or the Purchaser if the Asset Purchase Agreement has been terminated in accordance with its terms, or (iii) by the Purchaser if the Company or any of its Affiliates institutes, directly or indirectly, any action, litigation or other Proceeding against (x) any Purchaser Related Parties in connection with the transactions described in this Agreement or the Initial Transaction Documents or the Second Transaction Documents or (y) any Purchaser in connection with the transactions described in this Agreement, other than in the case of clause (y), an action, litigation or other Proceeding seeking to enforce this Agreement in accordance with its terms. Nothing in this Section 6.15 shall be deemed to release any party from any liability for any breach by such party of the terms and provisions of this Agreement or the other Transaction Documents or to impair the right of any party to compel specific performance by any other party of its obligations under this Agreement or the other Transaction Documents, and Sections 6.13 and 6.14 shall survive the termination of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

INTERPACE DIAGNOSTICS GROUP, INC.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Signature Page to Securities Purchase Agreement]

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*
Name: Herbert H. Hooper
Title: Managing Member

[Signature Page to Securities Purchase Agreement]

Schedule I

Purchaser	Series A Shares	Series A-1 Shares	Initial Closing Subscription Amount
Ampersand 2018 Limited Partnership	60	80	$ 14,000,000

Schedule II

Purchaser	Series A Shares	Second Closing Subscription Amount
Ampersand 2018 Limited Partnership	130	$ 13,000,000

EXHIBITS

A: Form of Certificate of Designation
B: Form of Investor Rights Agreement
C: Wire Instructions
D-1: Accredited Investor Questionnaire
D-2: Stock Certificate Questionnaire
E: Form of Secretary's Certificate
F: Form of Officer's Certificate
G: Form of Voting Agreement

Schedule A: Form of Opinion
Schedule B: Subsidiaries

INVESTOR RIGHTS AGREEMENT

THIS INVESTOR RIGHTS AGREEMENT (this "**Agreement**") is entered into as of July 15, 2019, by and among Interpace Diagnostics Group, Inc., a Delaware corporation (the "**Company**"), and Ampersand 2018 Limited Partnership, a Delaware limited partnership (the "**Investor**" and including its successors and assigns, the "**Investors**").

WHEREAS, the Company and the Investors are parties to a Securities Purchase Agreement, dated as of July 15, 2019 (the "**Securities Purchase Agreement**"), pursuant to which: (a) on the date hereof the Company issued, sold and delivered to the Investors, and the Investors purchased and acquired from the Company, pursuant to the terms and subject to the conditions set forth therein, an aggregate of 60 shares of the Company's Series A Convertible Preferred Stock, par value $0.01 per share (the " **Series A Shares**") and an aggregate of 80 shares of the Company's Series A-1 Convertible Preferred Stock, par value $0.01 per share (the "**Series A-1 Shares**", and together with the Series A Shares, the " **Preferred Shares**"); and (b) the Company may issue, sell and deliver to the Investors, and the Investors may purchase and acquire at the Second Closing an aggregate of 130 Series A Shares, in each case, having 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 A Convertible Preferred Stock and Series A-1 Convertible Preferred Stock, included as an amendment to the Company's Certificate of Incorporation filed with the Department of State of the State of Delaware on July 15, 2019, providing for the designation of the Series A Shares and Series A-1 Shares (the "**Certificate of Designation**");

WHEREAS, the Series A Shares are convertible into shares of the Company's common stock, par value $0.01 per share ("**Common Shares**") pursuant to the Certificate of Designation; and

WHEREAS, the Series A-1 Shares are convertible into Series A Shares, pursuant to the Certificate of Designation; and

WHEREAS, the Company and the Investors desire to establish in this Agreement certain terms and conditions concerning the rights of and restrictions on the Investors with respect to the ownership of the Preferred Shares and other capital stock of the Company, and it is a condition of the closing of the transactions contemplated by the Securities Purchase Agreement that the Company and the Investors execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS. The following capitalized terms used herein have the following meanings:

"**Addendum Agreement**" is defined in Section 9.2.

"**Affiliate**" means, with respect to any specified Person, any other Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, such specified Person; provided that the following Persons shall not be deemed to be Affiliates of any of the Investors or any of their respective Affiliates: (a) the Company and its subsidiaries and (b) any portfolio company in which any of the Investors or any of their respective Affiliates has an investment (whether debt or equity) or any of such portfolio companies' controlled Affiliates, so long as, in the case of this clause (b), such Person shall not have been acting on behalf of or at the direction of any of the Investors or any of their respective Affiliates or received any Confidential Information from or on behalf of any of the Investors; provided, however, clause (b) shall not apply to the use of the word "Affiliate" in the definition of Investor Parties. For the purposes of this definition, "**control**", when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "**controlling**" and "**controlled**" have meanings correlative to the foregoing.

"**as converted basis**" means with respect to the outstanding Common Shares as of any date, all outstanding Common Shares calculated on a basis in which all Common Shares issuable upon conversion (without giving effect to any Exchange Block or Exchange Cap) of the outstanding Series A Shares (at the "Series A Conversion Price" in effect on such date as set forth in the Certificate of Designation), including the all Series A Shares issuable upon conversion of the Series A-1 Shares, are assumed to be outstanding as of such date.

Any Person shall be deemed to "**beneficially own**", to have "**beneficial ownership**" of, or to be "**beneficially owning**" any securities (which securities shall also be deemed "**beneficially owned**" by such Person) that such Person is deemed to "beneficially own" within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act; provided that any Person shall be deemed to beneficially own any securities that such Person has the right to acquire, whether or not such right is exercisable immediately, within 60 days or otherwise (including assuming conversion of all Series A Shares, including the Series A Shares issuable upon conversion of the Series A-1 Shares, if any, owned by such Person to Common Shares and without giving effect to any Exchange Block or Exchange Cap).

"**Business Day**" means any day except Saturday, Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

"**Capital Stock**" means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated, whether voting or non-voting) of capital stock, partnership interests (whether general or limited) or equivalent ownership interests in or issued by such Person, and with respect to the Company includes, without limitation, any and all Common Shares and Series A Shares and Series A-1 Shares.

"**Closing Date**" means the date of this Agreement.

"**Code**" means the United States Internal Revenue Code of 1986, as amended.

"**Commission**" means the Securities and Exchange Commission, or any other Federal agency then administering the Securities Act or the Exchange Act.

"**Common Shares**" is defined in the recitals to this Agreement.

"**Company**" is defined in the preamble to this Agreement.

"**Company Board**" means the Board of Directors of the Company.

"**Confidentiality Agreement**" means that certain Letter Agreement, dated as of February 5, 2019, between the Company and Ampersand Management, LLC.

"**Demand Registration**" is defined in Section 2.1.1.

"**Demand Takedown**" is defined in Section 2.3.4.(a).

"**Demanding Holder**" is defined in Section 2.1.1.

"**Effectiveness Period**" is defined in Section 3.1.3.

"**Equity Securities**" means, with respect to any Person, (x) any shares of Capital Stock of such Person, (y) any rights, options, warrants or similar securities to subscribe for, purchase or otherwise acquire any shares of Capital Stock of such Person, and (z) Capital Stock or other equity securities directly or indirectly convertible into or exercisable or exchangeable for any shares of Capital Stock of such Person, excluding, for all purposes, any debt, including, without limitation, any debt convertible into any of the foregoing described in clauses (x) through (z).

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder, all as the same shall be in effect at the time.

"**Exchange Block**" has the meaning set forth in the Certificate of Designation.

"**Exchange Cap**" has the meaning set forth in the Certificate of Designation.

"**GAAP**" means United States generally accepted accounting principles, as in effect from time to time, consistently applied.

"**Governmental Authority**" any United States or non-United States (i) federal, national, regional, state, provincial, local, municipal or other government, (ii) governmental or quasi-governmental entity of any nature (including any governmental agency, branch, department, official, or entity, any self-regulatory authority, public utility and any supra-national organization, state, county, city or other political subdivision and any court or other tribunal) or (iii) body exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature, including any public arbitral tribunal, arbitrator or mediator.

"**Indemnified Party**" is defined in Section 4.3.

"**Indemnifying Party**" is defined in Section 4.3.

"**Investor**" and "**Investors**" are defined in the preamble to this Agreement.

"**Investor Indemnified Party**" is defined in Section 4.1.

"**Investor Parties**" means, as applicable, each of the Investors and any of their respective Affiliates, including Affiliates to whom Preferred Shares or Common Shares are transferred pursuant to and in accordance with this Agreement.

"**Law**" means all applicable constitutions, treaties, statutes, laws (including common law), orders, ordinances, regulations, codes, rules, legally binding regulatory policy statements, binding standards or guidance, or general binding directives or decrees enacted, adopted or applied by any and all Governmental Authorities.

"**Lock-Up Parties**" is defined in Section 2.4.4.

"**Lock-Up Period**" means the period commencing on the Closing Date and ending one hundred and eighty (180) days following the Closing Date.

"**Marketed Takedown**" shall mean a Underwritten Takedown that is a fully marketed underwritten offering that requires Company management to participate in "road show" presentations to potential investors requiring substantial marketing effort from management over multiple days.

"**Maximum Number of Shares**" is defined in Section 2.1.4.

"**Next Meeting**" means the earlier to occur of: (a) the first annual meeting of the Company's stockholders held after the date hereof; or (b) if the Company's first annual meeting of the Company's stockholders held after the date hereof does not occur prior to the six (6) month anniversary of the Closing Date, a special meeting of the Company's stockholders.

"**Notices**" is defined in Section 9.3.

"**One Director Voting Requirement**" means that the Investor Parties beneficially own at least 45 shares of Series A Preferred Stock that are not subject to the Voting Cap (as defined in the Certificate of Designation) (as equitably adjusted for any stock split, reverse stock split, recapitalization or similar event with respect to the Common Shares).

"**One Board Nominee Cessation Date**" means the first date following the date hereof on which the One Director Voting Requirement is not satisfied.

"**Participation Portion**" means a fraction the numerator of which is the aggregate number of Common Shares issuable upon the conversion of the Series A Shares held by the Investors as of the date of the Pre-Emptive Right Notice, including the Series A Shares issuable upon conversion of the Series A-1 Shares held by the Investors as of the date of the Pre-Emptive Right Notice (without regard to the Exchange Block or Exchange Cap), and the denominator of which is the aggregate number of Common Shares issued and outstanding as of the date of the Pre-Emptive Right Notice.

"**Person**" means an individual, corporation, partnership, limited liability company, trust, business trust, association, joint stock company, joint venture, sole proprietorship, unincorporated organization, Governmental Authority or any other form of entity not specifically listed herein.

"**Piggy-Back Registration**" is defined in Section 2.2.1.

"**Pre-Emptive Right Notice**" is defined in Section 7.1.1.

"**Preferred Shares**" is defined in the recitals to this Agreement.

"**Registrable Securities**" means (i) any Series A Shares, (ii) any Common Shares issued upon the conversion of the Series A Shares, including any Series A Shares issuable upon conversion of the Series A-1 Shares and (iii) any other Common Shares hereafter acquired by the Investors (and any other securities issued or issuable to the Investors with respect to the securities referred to in clauses (i), (ii) and (iii) by way of any share split, share dividend or other distribution, recapitalization, share exchange, share reconstruction, amalgamation, contractual control arrangement or similar event). As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when: (a) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred or disposed of pursuant to such Registration Statement; (b) upon an Investor's request in writing, (i) such securities shall have been otherwise transferred pursuant to such written request, (ii) new certificates for them or registered in such alternative form, in each case not bearing a legend restricting further transfer, shall have been delivered by the Company in accordance with such written request and (iii) subsequent public distribution of them shall not require registration under the Securities Act and is permitted under Rule 144A without any volume, manner-of-sale or other conditions; or (c) such securities shall have ceased to be outstanding. The parties hereto acknowledge that the inclusion of "any Series A Shares" in the definition of "Registrable Securities" is intended solely to facilitate any registration of Common Shares and that, in the event the Investors have no rights under this Agreement to effect any public offering of Preferred Shares.

"**Registration**" means a registration effected by preparing and filing a registration statement or similar document in compliance with the requirements of the Securities Act, and the applicable rules and regulations promulgated thereunder, and such registration statement becoming effective.

"**Registration Statement**" means a registration statement filed by the Company with the Commission in compliance with the Securities Act and the rules and regulations promulgated thereunder for a public offering and sale of equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into, equity securities (other than a registration statement on Form S-4 or Form S-8 or their successors, or any registration statement covering only securities proposed to be issued in exchange for securities or assets of another entity).

"**Requesting Holder**" is defined in Section 2.3.4(a).

"**Resale Shelf Registration Statement**" is defined in Section 2.3.1.

"**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder, all as the same shall be in effect at the time.

"**Securities Purchase Agreement**" is defined in the recitals to this Agreement.

"**Selling Holders**" is defined in Section 2.3.4(a)(ii).

"**Short Sales**" include, without limitation, (i) all "short sales" as defined in Rule 200 promulgated under Regulation SHO, whether or not against the box, and all types of direct and indirect stock pledges, forward sale contracts, options, puts, calls, short sales, swaps, "put equivalent positions" (as defined in Rule 16a-1(h) under the Exchange Act) and similar arrangements (including on a total return basis), and (ii) sales and other transactions through non-U.S. broker dealers or foreign regulated brokers (but shall not be deemed to include the location and/or reservation of borrowable shares of Common Shares).

"**Standstill Period**" means the period commencing on the Closing Date and ending on the second (2nd) anniversary of the Closing Date.

"**Three Director Voting Requirement**" means that the Investor Parties beneficially own at least 135 shares of Series A Preferred Stock that are not subject to the Voting Cap (as defined in the Certificate of Designation) (as equitably adjusted for any stock split, reverse stock split, recapitalization or similar event with respect to the Common Share).

"**Two Director Voting Requirement**" means that the Investor Parties beneficially own at least 90 shares of Series A Preferred Stock that are not subject to the Voting Cap (as defined in the Certificate of Designation) (as equitably adjusted for any stock split, reverse stock split, recapitalization or similar event with respect to the Common Shares).

"**Three Board Nominee Cessation Date**" means the first date following the date hereof on which the Three Director Voting Requirement is not satisfied.

"**Two Board Nominee Cessation Date**" means the first date following the date hereof on which Two Director Voting Requirement is not satisfied.

"**Underwriter**" means a securities dealer who purchases any Registrable Securities as principal in an underwritten offering and not as part of such dealer's market-making activities.

"**Underwritten Takedown**" shall mean an underwritten public offering of Registrable Securities pursuant to the Resale Shelf Registration Statement, as amended or supplemented.

2. REGISTRATION RIGHTS.

2.1 Demand Registration.

2.1.1 Request for Registration. Subject to Section 2.4, at any time and from time to time beginning one year following the Closing Date, any Investor or a group of Investors may make a written demand to require the Company to effect the Registration under the Securities Act of all or any portion of their Registrable Securities, as applicable, on Form S-1 or any similar long-form Registration or, if then available, on Form S-3; provided that the Registrable Securities included in such demand have an estimated aggregate market value of not less than $5,000,000. Each registration requested pursuant to this Section 2.1.1 is referred to herein as a "**Demand Registration**". Any demand for a Demand Registration shall specify the number of shares of Registrable Securities proposed to be sold and the intended method(s) of distribution thereof. The Company will notify all Investors that are holders of Registrable Securities of the demand, and each such holder of Registrable Securities who wishes to include all or a portion of such holder's Registrable Securities in the Demand Registration (each such holder including shares of Registrable Securities in such registration, a "**Demanding Holder**") shall so notify the Company within fifteen (15) days after the receipt by the holder of the notice from the Company. Upon any such request, the Demanding Holders shall be entitled to have their Registrable Securities included in the Demand Registration, subject to Sections 2.1.4 and 3.4 and the provisos set forth in Section 3.1.1.

2.1.2 Effective Registration. A Registration will not count as a Demand Registration until the Registration Statement filed with the Commission with respect to such Demand Registration has been declared effective and the Company has complied with all of its obligations under this Agreement with respect thereto (including the Company's maintaining effectiveness for the duration of the Effectiveness Period (as defined below)); provided, however, that if, after such Registration Statement has been declared effective, the offering of Registrable Securities pursuant to a Demand Registration is interfered with by any stop order or injunction of the Commission or any other Governmental Authority or court, the Registration Statement with respect to such Demand Registration will be deemed not to have been declared effective, unless and until, (i) such stop order or injunction is removed, rescinded or otherwise terminated, and (ii) the Demanding Holders holding a majority of the Registrable Securities covered by such Registration Statement thereafter elect to continue the offering; provided, further, that the Company shall not be obligated to file a second Registration Statement until a Registration Statement that has been filed is counted as a Demand Registration or is terminated.

2.1.3 Underwritten Offering. If the Demanding Holders so elect and such holders so advise the Company as part of their written demand for a Demand Registration, the offering of such Registrable Securities pursuant to such Demand Registration shall be in the form of an underwritten offering. In such event, the right of any holder to include its Registrable Securities in such Registration shall be conditioned upon such holder's participation in such underwriting and the inclusion of such holder's Registrable Securities in the underwriting to the extent provided herein. All Demanding Holders proposing to distribute their Registrable Securities through such underwriting and the Company shall enter into an underwriting agreement in customary form with the Underwriter or Underwriters selected for such underwriting by the holders initiating the Demand Registration.

2.1.4 Reduction of Offering. If the managing Underwriter or Underwriters for a Demand Registration that is to be an underwritten offering advises the Company and the Demanding Holders in writing that the dollar amount or number of shares of Registrable Securities which the Demanding Holders desire to sell, taken together with all other Common Shares which the Company desires to sell and the Common Shares, if any, as to which registration has been requested pursuant to valid written contractual piggy-back registration rights held by other stockholders of the Company who desire to sell, exceeds the maximum dollar amount or maximum number of shares that can be sold in such offering without adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of such offering (such maximum dollar amount or maximum number of shares, as applicable, the "**Maximum Number of Shares**"), then the Company shall include in such registration: (i) first, the Registrable Securities as to which Demand Registration has been requested by the Demanding Holders (pro rata in accordance with the number of shares held by each such Person) that can be sold without exceeding the Maximum Number of Shares; (ii) second, to the extent that the Maximum Number of Shares has not been reached under the foregoing clause (i), the Common Shares that the Company desires to sell that can be sold without exceeding the Maximum Number of Shares; (iii) third, to the extent that the Maximum Number of Shares has not been reached under the foregoing clauses (i) and (ii), the Common Shares for the account of other persons that the Company is obligated to register pursuant to valid written contractual arrangements with such persons, as to which "piggy-back" registration has been requested by the holders thereof (pro rata in accordance with the number of shares held by each such person) that can be sold without exceeding the Maximum Number of Shares.

2.1.5 Withdrawal. The Demanding Holders holding a majority of the Registrable Securities covered by such Registration Statement shall have the right to require the Company to abandon or withdraw such Registration Statement by giving written notice to the Company and the managing Underwriter or Underwriters of such request prior to the effectiveness of the Registration Statement filed with the Commission with respect to such Demand Registration. In such case, the abandoned or withdrawn registration shall not count for purposes of the number of Demand Registrations permitted pursuant to Section 2.4.1 if (i) more than 20% of the Registrable Securities requested by such Demanding Holders to be included in such registration are not or would not have been so included or (ii) a material adverse change in the Company's business, operations, financial condition, operating results or prospects or the price to the public at which the Registrable Securities are proposed to be sold in such registration has occurred; provided that if such Demanding Holders require the Company to abandon or withdraw such Registration Statement for any other reason, the abandoned or withdrawn registration shall also not count for purposes of the number of Demand Registrations permitted pursuant to Section 2.4.1 if such Demanding Holders reimburse the Company for the Demanding Holders' costs associated with the abandoned or withdrawn registration.

2.2 Piggy-Back Registration.

2.2.1 Piggy-Back Rights. If at any time from time to time after the first anniversary of the Closing Date, the Company proposes to file a Registration Statement under the Securities Act with respect to an offering of equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into, equity securities, by the Company for its own account or for stockholders of the Company for their account (or by the Company and by stockholders of the Company including, without limitation, pursuant to Section 2.3), other than a Registration Statement (i) filed in connection with any employee stock option or other benefit plan, (ii) for an exchange offer or offering of securities solely to the Company's existing stockholders, (iii) for an offering of debt that is convertible into equity securities of the Company or (iv) for a dividend reinvestment plan, then the Company shall (x) give written notice of such proposed filing to the holders of Registrable Securities as soon as practicable but in no event less than ten (10) days before the anticipated filing date, which notice shall describe the amount and type of securities to be included in such offering, the intended method(s) of distribution, and the name of the proposed managing Underwriter or Underwriters, if any, of the offering, and (y) offer to the holders of Registrable Securities in such notice the opportunity to register the sale of such number of shares of Registrable Securities as such holders may request in writing within five (5) days following receipt of such notice (a "**Piggy-Back Registration**"). Subject to receipt of the information from the holders of Registrable Securities set forth in Section 3.4, the Company shall cause such Registrable Securities to be included in such registration and shall use its best efforts to cause the managing Underwriter or Underwriters of a proposed underwritten offering to permit the Registrable Securities requested to be included in a Piggy-Back Registration on the same terms and conditions as any similar securities of the Company and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. The Company and all holders of Registrable Securities proposing to distribute their securities through a Piggy-Back Registration that involves an Underwriter or Underwriters shall enter into an underwriting agreement in customary form with the Underwriter or Underwriters selected for such Piggy-Back Registration.

2.2.2 Reduction of Offering. If the managing Underwriter or Underwriters for a Piggy-Back Registration that is to be an underwritten offering advises the Company and the holders of Registrable Securities in writing that the dollar amount or number of Common Shares which the Company desires to sell, taken together with Common Shares, if any, as to which registration has been demanded pursuant to valid written contractual arrangements with persons other than the holders of Registrable Securities hereunder and the Registrable Securities as to which registration has been requested under this Section 2.2, exceeds the Maximum Number of Shares, then the Company shall include in any such registration:

(a) If the registration is undertaken for the Company's account: (A) first, the Common Shares or other securities that the Company desires to sell that can be sold without exceeding the Maximum Number of Shares; and (B) second, to the extent that the Maximum Number of Shares has not been reached under the foregoing clause (A), the Common Shares or other securities, if any, comprised of Registrable Securities, as to which registration has been requested pursuant to the terms hereof, that can be sold without exceeding the Maximum Number of Shares, pro rata based on the total number of Registrable Securities held by the Investors; and (C) third, to the extent that the Maximum Number of shares has not been reached under the foregoing clauses (A) and (B), the Common Shares or other securities for the account of other persons that the Company is obligated to register pursuant to valid written contractual piggy-back registration rights with such persons and that can be sold without exceeding the Maximum Number of Shares; and

(b) If the registration is a "demand" registration undertaken at the demand of persons other than the holders of Registrable Securities, (A) first, the Common Shares or other securities for the account of the demanding persons and the holders of Registrable Securities exercising their piggy-back registration rights pursuant to the terms hereof, pro rata based on the total number of fully diluted Common Shares held by such selling holders, that can be sold without exceeding the Maximum Number of Shares; (B) second, to the extent that the Maximum Number of Shares has not been reached under the foregoing clause (A), the Common Shares or other securities that the Company desires to sell that can be sold without exceeding the Maximum Number of Shares; and (C) third, to the extent that the Maximum Number of Shares has not been reached under the foregoing clauses (A) and (B), the Common Shares or other securities for the account of other persons that the Company is obligated to register pursuant to valid written contractual arrangements with such persons, that can be sold without exceeding the Maximum Number of Shares.

2.2.3 Withdrawal. Any holder of Registrable Securities may elect to withdraw such holder's request for inclusion of Registrable Securities in any Piggy-Back Registration by giving written notice to the Company of such request to withdraw prior to the effectiveness of the Registration Statement. With respect to registrations not initiated by holders of Registrable Securities and to which such holders are participating solely through their piggy-back registration rights, the Company (whether on its own determination or as the result of a withdrawal by persons making a demand pursuant to valid written contractual obligations) may withdraw a Registration Statement at any time prior to the effectiveness of such Registration Statement. Notwithstanding any such withdrawal, the Company shall pay all expenses incurred by the holders of Registrable Securities in connection with such Piggy-Back Registration as provided in Section 3.3.

2.3 Resale Shelf Registration Rights.

2.3.1 Registration Statement Covering Resale of Registrable Securities. On or prior to the first anniversary of the Closing Date, subject to receipt of the information from the holders of Registrable Securities set forth in Section, 3.4, the Company shall have effected an effective Registration Statement permitting offerings to be made on a continuous basis pursuant to Rule 415 under the Securities Act registering the resale from time to time by Investors of all of the Registrable Securities held by or then-issuable to the Investors (the "**Resale Shelf Registration Statement**"). The Resale Shelf Registration Statement shall be on Form S-3 or another appropriate form permitting Registration of such Registrable Securities for resale by such Investors. If, on the date that the Resale Shelf Registration Statement is filed, the Company is a well-known seasoned issuer (as defined in Rule 405 under the Securities Act) (a "**WKSI**"), then the Company shall file the Resale Shelf Registration Statement as an automatic shelf registration statement (as defined in Rule 405 under the Securities Act), which shall be effective upon the filing thereof. If the Company is not a WKSI on the date that the Resale Shelf Registration Statement is filed, the Company shall make the initial filing of the Resale Shelf Registration Statement sufficiently in advance of the first anniversary of the Closing Date so that the Resale Shelf Registration Statement is be declared effective by the Commission on or prior to the first anniversary of the Closing Date. Once the Resale Shelf Registration Statement is effective, the Company shall use commercially reasonable efforts to keep the Resale Shelf Registration Statement continuously effective under the Securities Act at all times until the expiration of the Effectiveness Period. If any Registrable Securities are outstanding at the expiration of the Effectiveness Period, the Company is obligated to file and make effective a subsequent Resale Shelf Registration Statement on or prior to the expiration of the Effectiveness Period in accordance with this Section 2.3.1 registering the resale from time to time by Investors of all of the Registrable Securities held by or then issuable to the Investors.

2.3.2 Notification and Distribution of Materials. The Company shall notify the Investors in writing of the effectiveness of the Resale Shelf Registration Statement and shall furnish to them, without charge, such number of copies of the Resale Shelf Registration Statement (including any amendments, supplements and exhibits), the prospectus contained therein (including each preliminary prospectus and all related amendments and supplements) and any documents incorporated by reference in the Resale Shelf Registration Statement or such other documents as the Investors may reasonably request in order to facilitate the sale of the Registrable Securities in the manner described in the Resale Shelf Registration Statement.

2.3.3 Amendments and Supplements. Subject to the provisions of Section 2.3.1 above, the Company shall promptly prepare and file with the Commission from time to time such amendments and supplements to the Resale Shelf Registration Statement and prospectus used in connection therewith as may be necessary to keep the Resale Shelf Registration Statement effective and to comply with the provisions of the Securities Act with respect to the disposition of all the Registrable Securities during the Effectiveness Period.

2.3.4 Notice of Certain Events. The Company shall promptly notify the Investors in writing of any request by the Commission for any amendment or supplement to, or additional information in connection with, the Resale Shelf Registration Statement required to be prepared and filed hereunder (or prospectus relating thereto). The Company shall promptly notify each Investor in writing of the filing of the Resale Shelf Registration Statement or any prospectus, amendment or supplement related thereto or any post-effective amendment to the Resale Shelf Registration Statement and the effectiveness of any post-effective amendment.

(a) If the Company shall receive a request from one or more holders of Registrable Securities (the requesting holder(s) shall be referred to herein as the "**Requesting Holder**"), provided that the estimated aggregate market value of the Registrable Securities is at least $5,000,000 for a Marketed Takedown, that the Company effect an Underwritten Takedown of all or any portion of the Requesting Holder's Registrable Securities, and specifying the intended method of disposition thereof (including whether such Underwritten Takedown is intended to be a Marketed Takedown), then the Company shall promptly give notice of such requested Underwritten Takedown (each such request shall be referred to herein as a "**Demand Takedown**") at least five (5) Business Days prior to the anticipated filing date of the prospectus or supplement relating to such Demand Takedown to the other Investors and thereupon shall use its commercially reasonable efforts to effect, as expeditiously as possible, the offering in such Underwritten Takedown of:

(i) subject to the restrictions set forth in Section 2.1.4, all Registrable Securities for which the Requesting Holder has requested such offering under Section 2.3.4(a), and

(ii) subject to the restrictions set forth in Section 2.1.4, all other Registrable Securities that any holders of Registrable Securities (all such holders, together with the Requesting Holder, the "**Selling Holders**") have requested the Company to offer by request received by the Company within two (2) Business Days after such holders receive the Company's notice of the Demand Takedown, all to the extent necessary to permit the disposition (in accordance with the intended methods thereof as aforesaid) of the Registrable Securities so to be offered.

(b) Promptly after the expiration of the two (2) Business Day period referred to in Section 2.3.4(a)(ii), the Company will notify all Selling Holders of the identities of the other Selling Holders and the number of shares of Registrable Securities requested to be included therein.

(c) If the managing underwriter in an Underwritten Takedown advises the Company and the Requesting Holder that, in its view, the number of shares of Registrable Securities requested to be included in such underwritten offering exceeds the largest number of shares that can be sold without having an adverse effect on such offering, including the price at which such shares can be sold, the shares included in such Underwritten Takedown will be reduced by the Registrable Securities held by the Selling Holders (on a pro rata basis based on the total number of Registrable Securities held by such Selling Holders, subject to a determination by the Commission that certain Selling Holders must be reduced first based on the number of Registrable Securities held by such Selling Holders).

2.3.5 Selection of Underwriters. Selling Holders holding a majority of the Registrable Securities requested to be sold in an Underwritten Takedown shall have the right to select an Underwriter or Underwriters in connection with such Underwritten Takedown, which Underwriter or Underwriters shall be reasonably acceptable to the Company (which consent shall not be unreasonably withheld, conditioned or delayed). In connection with an Underwritten Takedown, the Company shall enter into customary agreements (including an underwriting agreement in customary form) and take such other actions as are reasonably required in order to expedite or facilitate the disposition of the Registrable Securities in such Underwritten Takedown, including, if necessary, the engagement of a "qualified independent underwriter" in connection with the qualification of the underwriting arrangements with the Financial Industry Regulatory Authority, Inc.

2.4 Registration Rights Limitations.

2.4.1 The Company shall not be obligated to effectuate more than an aggregate of two (2) Demand Registrations.

2.4.2 The Company shall not be obligated to effectuate more than (i) two (2) Marketed Takedowns in any 365-day period or (iii) an aggregate of two (2) Marketed Takedowns.

2.4.3 For so long as a Resale Shelf Registration Statement is effective with respect to all Registrable Securities of an Investor and such Investor is able to sell its Registrable Securities in a takedown offering pursuant to such Resale Shelf Registration Statement, such Investor's right to make a Demand Registration of such Registrable Securities pursuant to Section 2.1 is suspended.

2.4.4 If any sale of Registrable Securities shall be effected by means of an underwritten offering, (a) each of the Investors, the members of the Company Board and the executive officers of the Company (collectively, the "**Lock-Up Parties**") shall enter into a customary "lock-up" agreement (which lock-up agreements shall contain identical terms) in favor of the underwriters and (b) neither the Company nor any Lock-Up Party shall effect any public sale or distribution of any of the Company's securities (except as part of such underwritten offering), including any sale pursuant to Rule 144 or by entering into any swap, hedge or other arrangement that transfers, in whole or in part, the economic consequence of ownership of such securities, during the ten (10) Business Days prior to, and continuing for ninety (90) Business Days after, the date of the pricing of such underwritten offering (unless the underwriters, the Company and the Investors agree on a different time period). The foregoing notwithstanding, no Lock-Up Party shall be required to terminate an existing 10b5-1 plan or to cease sales under any such plan. No Lock-Up Party holding any class of securities subject to this Section 2.4.4 shall be released from any obligation under any agreement, arrangement or understanding entered into with respect to thisSection 2.4.4 unless the Investors are also released.

2.4.5 The Company shall not, without the prior written consent of the Investors, enter into any agreement with any holder or prospective holder of any security of the Company giving such holder or prospective holder any registration rights the terms of which are more favorable than the registration rights granted to the holders of Registrable Securities hereunder, or which would reduce the amount of Registrable Securities such holders can include in any (i) registration statement filed pursuant to Sections 2.1 and 2.3.1 hereunder or (ii) Underwritten Takedown pursuant to Section 2.3.4 hereunder, unless such rights are subordinate to those of the holders of Registrable Securities.

3. REGISTRATION PROCEDURES.

3.1 Filings; Information. Whenever the Company is required to effect the registration of any Registrable Securities pursuant toSection 2, the Company shall use its commercially reasonable efforts to effect the registration and sale of such Registrable Securities in accordance with the intended method(s) of distribution thereof as expeditiously as practicable, and in connection with any such request:

3.1.1 Filing Registration Statement. The Company shall use its commercially reasonable efforts to, as expeditiously as possible after receipt of a request for a Demand Registration pursuant to Section 2.1, prepare and file with the Commission a Registration Statement on any form for which the Company then qualifies or which counsel for the Company shall deem appropriate and which form shall be available for the sale of all Registrable Securities to be registered thereunder in accordance with the intended method(s) of distribution thereof, and shall use its commercially reasonable efforts to cause such Registration Statement to become effective and use its commercially reasonable efforts to keep it effective for the Effectiveness Period; provided, however, that the Company shall have the right to defer any Demand Registration for up to forty-five (45) days, and any Piggy-Back Registration for such period as may be applicable to deferment of any Demand Registration to which such Piggy-Back Registration relates, in each case if the Company shall furnish to the holders a certificate signed by the chief executive officer and chief financial officer of the Company stating that, in the good faith judgment of the Company Board, if the Registration Statement were to be effected at such time, it would (i) materially interfere with a bona fide material acquisition, corporate organization or other similar transaction involving the Company or (ii) require premature disclosure of material information that the Company has a bona fide business purpose for preserving as confidential, the premature disclosure of which would materially adversely affect the Company; provided, further, however, that the Company shall not have the right to exercise the right set forth in the immediately preceding proviso for more than a total of ninety (90) days in any 365-day period.

3.1.2 Copies. The Company shall, prior to filing a Registration Statement or prospectus, or any amendment or supplement thereto, furnish without charge to the holders of Registrable Securities included in such registration, and such holders' legal counsel, copies of such Registration Statement as proposed to be filed, each amendment and supplement to such Registration Statement (in each case including all exhibits thereto and documents incorporated by reference therein), the prospectus included in such Registration Statement (including each preliminary prospectus) and such other documents as the holders of Registrable Securities included in such registration or legal counsel for any such holders may request in order to facilitate the disposition of the Registrable Securities owned by such holders.

3.1.3 Amendments and Supplements. The Company shall prepare and file with the Commission such amendments, including post-effective amendments, and supplements to such Registration Statement and the prospectus used in connection therewith as may be necessary to keep such Registration Statement effective and in compliance with the provisions of the Securities Act until the date on which all Registrable Securities and other securities covered by such Registration Statement have been disposed of in accordance with the intended method(s) of distribution set forth in such Registration Statement or such securities have been withdrawn (the "**Effectiveness Period**").

3.1.4 Notification. After the filing of a Registration Statement, the Company shall promptly, and in no event more than two (2) Business Days after such filing, notify the holders of Registrable Securities included in such Registration Statement of such filing, and shall further notify such holders within two (2) Business Days of the occurrence of any of the following: (i) when such Registration Statement becomes effective; (ii) when any post-effective amendment to such Registration Statement becomes effective; (iii) the issuance or threatened issuance by the Commission of any stop order (and the Company shall take all actions required to prevent the entry of such stop order or to remove it if entered); and (iv) any request by the Commission for any amendment or supplement to such Registration Statement or any prospectus relating thereto or for additional information or of the occurrence of an event requiring the preparation of a supplement or amendment to such prospectus so that, as thereafter delivered to the purchasers of the securities covered by such Registration Statement, such prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and promptly make available to the holders of Registrable Securities included in such Registration Statement any such supplement or amendment; except that before filing with the Commission a Registration Statement or prospectus or any amendment or supplement thereto, including documents incorporated by reference, the Company shall furnish to the holders of Registrable Securities included in such Registration Statement and to the legal counsel for any such holders, copies of all such documents proposed to be filed sufficiently in advance of filing to provide such holders and legal counsel with a reasonable opportunity to review such documents and comment thereon.

3.1.5 Securities Laws Compliance. The Company shall use its commercially reasonable efforts to (i) register or qualify the Registrable Securities covered by the Registration Statement under such securities or "blue sky" laws of such jurisdictions in the United States as the holders of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may reasonably request and (ii) take such action necessary to cause such Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental authorities as may be necessary by virtue of the business and operations of the Company and do any and all other acts and things that may be necessary or advisable to enable the holders of Registrable Securities included in such Registration Statement to consummate the disposition of such Registrable Securities in such jurisdictions; provided, however, that the Company shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this paragraph or subject itself to taxation in any such jurisdiction.

3.1.6 Agreements for Disposition. The Company shall enter into customary agreements (including, if applicable, an underwriting agreement in customary form) and take such other actions as are reasonably required in order to expedite or facilitate the disposition of such Registrable Securities. The representations, warranties and covenants of the Company in any underwriting agreement which are made to or for the benefit of any Underwriters, to the extent applicable, shall also be made to and for the benefit of the holders of Registrable Securities included in such registration statement, and the representations, warranties and covenants of the holders of Registrable Securities included in such registration statement in any underwriting agreement which are made to or for the benefit of any Underwriters, to the extent applicable, shall also be made to and for the benefit of the Company.

3.1.7 Comfort Letter. The Company shall obtain a "cold comfort" letter from the Company's independent registered public accountants in the event of an underwritten offering, in customary form and covering such matters of the type customarily covered by "cold comfort" letters as the managing Underwriter may reasonably request, and as are reasonably satisfactory to participating holders holding a majority of the Registrable Securities included in such offering.

3.1.8 Opinions. On the date the Registrable Securities are delivered for sale pursuant to any Registration or Underwritten Takedown, the Company shall obtain an opinion, dated such date, of one (1) counsel representing the Company for the purposes of such Registration, addressed to the holders, the placement agent or sales agent, if any, and the Underwriters, if any, covering such legal matters with respect to the Registration in respect of which such opinion is being given as the holders, placement agent, sales agent or Underwriter may reasonably request and as are customarily included in such opinions, and as are reasonably satisfactory to participating holders holding a majority of the Registrable Securities included in such offering.

3.1.9 Cooperation. The principal executive officer of the Company, the principal financial officer of the Company, the principal accounting officer of the Company and all other officers and members of the management of the Company shall cooperate fully in any offering of Registrable Securities hereunder, which cooperation shall include, without limitation, the preparation of the Registration Statement with respect to such offering and all other offering materials and related documents, and participation in meetings with Underwriters, attorneys, accountants and potential investors.

3.1.10 Records. Upon execution of confidentiality agreements, the Company shall make available for inspection by the holders of Registrable Securities included in such Registration Statement, any Underwriter participating in any disposition pursuant to such registration statement and any attorney, accountant or other professional retained by any holder of Registrable Securities included in such Registration Statement or any Underwriter, all financial and other records, pertinent corporate documents and properties of the Company, as shall be necessary to enable them to exercise their due diligence responsibility, and cause the Company's officers, directors and employees to supply all information requested by any of them in connection with such Registration Statement.

3.1.11 Listing. The Company shall use its commercially reasonable efforts to cause all Registrable Securities included in any Registration Statement to be listed on such exchanges or otherwise designated for trading in the same manner as similar securities issued by the Company are then listed or designated.

3.2 Obligation to Suspend Distribution. Upon receipt of any written notice from the Company of the happening of any event of the kind described in Section 3.1.4(iv), or, upon any suspension by the Company, pursuant to a written insider trading compliance program adopted by the Company Board, of the ability of all "insiders" covered by such program to transact in the Company's securities because of the existence of material non-public information, each holder of Registrable Securities included in any registration shall immediately discontinue disposition of such Registrable Securities pursuant to the Registration Statement covering such Registrable Securities until such holder receives the supplemented or amended prospectus contemplated by Section 3.1.4(iv) or the restriction on the ability of "insiders" to transact in the Company's securities is removed, as applicable, and, if so directed by the Company, each such holder will deliver to the Company all copies, other than permanent file copies then in such holder's possession, of the most recent prospectus covering such Registrable Securities at the time of receipt of such notice.

3.3 Registration Expenses. The Company shall bear all costs and expenses incurred in connection with the Resale Shelf Registration Statement pursuant to Section 2.3, any Demand Registration pursuant to Section 2.1, any Demand Takedown pursuant to Section 2.3.4(a), any Piggy-Back Registration pursuant to Section 2.2, any other distribution pursuant to the terms hereof and all expenses incurred in performing or complying with its other obligations under this Agreement, whether or not the Registration Statement becomes effective, including, without limitation: (i) all registration and filing fees; (ii) fees and expenses of compliance with securities or "blue sky" laws (including fees and disbursements of counsel in connection with blue sky qualifications of the Registrable Securities); (iii) printing expenses; (iv) the Company's internal expenses (including, without limitation, all salaries and expenses of its officers and employees); (v) the fees and expenses incurred in connection with the listing of the Registrable Securities as required by Section 3.1.11; (vi) Financial Industry Regulatory Authority fees; (vii) fees and disbursements of counsel for the Company and fees and expenses for independent certified public accountants retained by the Company; (viii) the fees and expenses of any special experts retained by the Company in connection with such registration and (ix) the reasonable fees and expenses of one (1) legal counsel selected by participating holders holding a majority of the Registrable Securities included in such Registration or offering. The Company shall have no obligation to pay any underwriting discounts or selling commissions attributable to the Registrable Securities being sold by the holders thereof, which underwriting discounts or selling commissions shall be borne by such holders.

3.4 Information. The holders of Registrable Securities shall promptly provide such information as may reasonably be requested by the Company, or the managing Underwriter, if any, in connection with the preparation of any Registration Statement, including amendments and supplements thereto, in order to effect the registration of any Registrable Securities under the Securities Act and in connection with the Company's obligation to comply with applicable state securities laws, including each participating holder delivering to the Company a fully completed and duly executed Selling Stockholder Questionnaire, a form of which is attached hereto as Exhibit B.

4. INDEMNIFICATION AND CONTRIBUTION.

4.1 Indemnification by the Company. The Company agrees to indemnify and hold harmless each Investor and each other holder of Registrable Securities, and each of their respective officers, employees, affiliates, directors, partners, members, attorneys and agents, and each person, if any, who controls an Investor and each other holder of Registrable Securities (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) (each, an "**Investor Indemnified Party**"), from and against any expenses, losses, judgments, claims, damages or liabilities, whether joint or several, arising out of or based upon any untrue statement (or allegedly untrue statement) of a material fact contained in any Registration Statement under which the sale of such Registrable Securities was registered under the Securities Act, any preliminary prospectus, final prospectus or summary prospectus contained in the Registration Statement, or any amendment or supplement to such Registration Statement, any "free writing prospectus" (as defined in Rule 405 under the Securities Act), or any "issuer information" (as defined in Rule 433 under the Securities Act) or any "road show" (as defined in Rule 433 under the Securities Act), or arising out of or based upon any omission (or alleged omission) to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or any violation by the Company of the Securities Act or any rule or regulation promulgated thereunder applicable to the Company and relating to action or inaction required of the Company in connection with any such registration; and the Company shall promptly reimburse the Investor Indemnified Party for any legal and any other expenses reasonably incurred by such Investor Indemnified Party in connection with investigating and defending any such expense, loss, judgment, claim, damage, liability or action; provided, however, that the Company will not be liable in any such case to the extent that any such expense, loss, claim, damage or liability arises out of or is based upon any untrue statement or allegedly untrue statement or omission or alleged omission made in such Registration Statement, preliminary prospectus, final prospectus, or summary prospectus, or any such amendment or supplement, any "free writing prospectus" (as defined in Rule 405 under the Securities Act), or any "road show" (as defined in Rule 433 under the Securities Act) in reliance upon and in conformity with information furnished to the Company, in writing, by such selling holder expressly for use therein.

4.2 Indemnification by Holders of Registrable Securities. Each selling holder of Registrable Securities will severally, in the event that any registration is being effected under the Securities Act pursuant to this Agreement of any Registrable Securities held by such selling holder, indemnify and hold harmless the Company, each of its directors and officers against any losses, claims, judgments, damages or liabilities, whether joint or several, insofar as such losses, claims, judgments, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or allegedly untrue statement of a material fact contained in any Registration Statement under which the sale of such Registrable Securities was registered under the Securities Act, any preliminary prospectus, final prospectus or summary prospectus contained in the Registration Statement, or any amendment or supplement to the Registration Statement, any "free writing prospectus" (as defined in Rule 405 under the Securities Act), or any "issuer information" (as defined in Rule 433 under the Securities Act) or any "road show" (as defined in Rule 433 under the Securities Act), or arise out of or are based upon any omission or the alleged omission to state a material fact required to be stated therein or necessary to make the statement therein not misleading, if the statement or omission was made in reliance upon and in conformity with information furnished in writing to the Company by such selling holder expressly for use therein, and shall reimburse the Company, its directors and officers for any legal or other expenses reasonably incurred by any of them in connection with investigation or defending any such loss, claim, damage, liability or action. Each selling holder's indemnification obligations hereunder shall be several and not joint and shall be limited to the amount of any net proceeds actually received by such selling holder.

4.3 Conduct of Indemnification Proceedings. Promptly after receipt by any person of any notice of any loss, claim, damage or liability or any action in respect of which indemnity may be sought pursuant to Sections 4.1 or 4.2, such person (the "**Indemnified Party**") shall, if a claim in respect thereof is to be made against any other person for indemnification hereunder, notify such other person (the "**Indemnifying Party**") in writing of the loss, claim, judgment, damage, liability or action; provided, however, that the failure by the Indemnified Party to notify the Indemnifying Party shall not relieve the Indemnifying Party from any liability which the Indemnifying Party may have to such Indemnified Party hereunder, except and solely to the extent the Indemnifying Party is actually prejudiced by such failure. If the Indemnified Party is seeking indemnification with respect to any claim or action brought against the Indemnified Party, then the Indemnifying Party shall be entitled to participate in such claim or action, and, to the extent that it wishes, jointly with all other Indemnifying Parties, to assume control of the defense thereof with counsel satisfactory to the Indemnified Party. After notice from the Indemnifying Party to the Indemnified Party of its election to assume control of the defense of such claim or action, the Indemnifying Party shall not be liable to the Indemnified Party for any legal or other expenses subsequently incurred by the Indemnified Party in connection with the defense thereof other than reasonable costs of investigation; provided, however, that in any action in which both the Indemnified Party and the Indemnifying Party are named as defendants, the Indemnified Party shall have the right to employ separate counsel (but no more than one (1) such separate counsel, which counsel is reasonably acceptable to the Indemnifying Party) to represent the Indemnified Party and its controlling persons who may be subject to liability arising out of any claim in respect of which indemnity may be sought by the Indemnified Party against the Indemnifying Party, with the fees and expenses of such counsel to be paid by such Indemnifying Party if, based upon the written opinion of counsel of such Indemnified Party, representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, consent to entry of judgment or effect any settlement of any claim or pending or threatened proceeding in respect of which the Indemnified Party is or could have been a party and indemnity could have been sought hereunder by such Indemnified Party, unless such judgment or settlement includes an unconditional release of such Indemnified Party from all liability arising out of such claim or proceeding.

4.4 Contribution.

4.4.1 If the indemnification provided for in the foregoing Sections 4.1, 4.2 and 4.3 is unavailable to any Indemnified Party in respect of any loss, claim, damage, liability or action referred to herein, then each such Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such loss, claim, damage, liability or action in such proportion as is appropriate to reflect the relative fault of the Indemnified Parties and the Indemnifying Parties in connection with the actions or omissions which resulted in such loss, claim, damage, liability or action, as well as any other relevant equitable considerations. The relative fault of any Indemnified Party and any Indemnifying Party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by such Indemnified Party or such Indemnifying Party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

4.4.2 The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 4.4.2 were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding Section 4.4.1.

4.4.3 The amount paid or payable by an Indemnified Party as a result of any loss, claim, damage, liability or action referred to in the immediately preceding paragraphs shall be deemed to include, subject to the limitations set forth above, any legal or other expenses incurred by such Indemnified Party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 4.4, no holder of Registrable Securities shall be required to contribute any amount in excess of the dollar amount of the net proceeds (after payment of any underwriting fees, discounts, commissions or taxes) actually received by such holder from the sale of Registrable Securities which gave rise to such contribution obligation. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

5. UNDERWRITING AND DISTRIBUTION.

5.1 Rule 144. The Company covenants that it shall file any reports required to be filed by it under the Securities Act and the Exchange Act and shall take such further action as the holders of Registrable Securities may reasonably request, all to the extent required from time to time to enable such holders to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 under the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission.

6. BOARD OF DIRECTORS MATTERS.

6.1 Directors.

6.1.1 Effective as of the Initial Closing (as defined in the Securities Purchase Agreement), the Company Board will increase the size of the Company Board to seven (7) members and take the actions necessary such that, effective as of the Initial Closing, the Company Board shall be comprised of (i) two (2) Class I Directors, one of whom shall initially be Steve Sullivan and one of whom shall initially be Eric Lev, (ii) three (3) Class II Directors, one of whom shall initially be Dr. Felice Schnoll-Sussman, one of whom shall initially be vacant, and one of whom shall initially be vacant but who shall qualify as an "independent director" under Rule 5605(a)(2) of the of the listing rules of the Nasdaq Stock Market (or any successor rule) or under any similar rule promulgated by such other exchange on which the Company's securities are then listed or designated, provided that if the Investor owns a number of Series A Shares that represent the Three Director Voting Requirement, such independent director shall constitute the Third Director (as defined below) and (iii) two (2) Class III Directors, one of whom shall initially be Jack Stover, and one of whom shall initially be Dr. Joseph Keegan.

6.1.2 From and after the Closing Date, at any time that Investor owns a number of Series A Shares that represent the One Director Voting Requirement, the Investors shall have the right (but not the obligation) (by delivery of, or having been deemed to have delivered, a Designation Notice within the time periods specified in Section 6.2 below) to designate for election as a director, and the Company Board (including any committee thereof) shall nominate (and recommend for election and include such recommendation in a timely manner in any proxy statement, consent solicitation or other applicable announcement to the Company's stockholders, it being understood that the Company shall not mail any proxy statement, consent solicitation or make any such applicable announcement to stockholders which does not contain such recommendation) at each meeting of the Company's stockholders, one individual (the "**First Director**") to serve as a Class I director of the Company. The First Director shall have the right to attend all meetings of any committees or sub-committees of the Company Board in a nonvoting observer capacity, unless the Second Director or the Third Director is a member of such committee.

6.1.3 From and after the Closing Date and the Nasdaq Approval (as defined below), at any time that Investor owns a number of Series A Shares that represent the Two Director Voting Requirement, the Investors shall have the right (but not the obligation) (by delivery of, or having been deemed to have delivered, a Designation Notice within the time periods specified in Section 6.2 below) to designate for election as a director, and the Company Board (including any committee thereof) shall nominate (and recommend for election and include such recommendation in a timely manner in any proxy statement, consent solicitation or other applicable announcement to the Company's stockholders, it being understood that the Company shall not mail any proxy statement, consent solicitation or make any such applicable announcement to stockholders which does not contain such recommendation) at each meeting of the Company's stockholders, one individual (the "**Second Director**") to serve as a Class II director of the Company. The Second Director shall have the right to attend all meetings of any committees or sub-committees of the Company Board in a nonvoting observer capacity, unless the First Director or the Third Director is a member of such committee.

6.1.4 From and after the Closing Date and the Nasdaq Approval, at any time that Investor owns a number of Series A Shares that represent the Three Director Voting Requirement, the Investors shall have the right (but not the obligation) (by delivery of, or having been deemed to have delivered, a Designation Notice within the time periods specified in Section 6.2 below) to designate for election as a director, and the Company Board (including any committee thereof) shall nominate (and recommend for election and include such recommendation in a timely manner in any proxy statement, consent solicitation or other applicable announcement to the Company's stockholders, it being understood that the Company shall not mail any proxy statement, consent solicitation or make any such applicable announcement to stockholders which does not contain such recommendation) at each meeting of the Company's stockholders, one individual who shall qualify as an "independent director" under Rule 5605(a)(2) of the of the listing rules of the Nasdaq Stock Market (or any successor rule) or under any similar rule promulgated by such other exchange on which the Company's securities are then listed or designated (the "**Third Director**") to serve as a Class II director of the Company. The Third Director shall have the right to attend all meetings of any committees or sub-committees of the Company Board in a nonvoting observer capacity, unless the First Director or the Second Director is a member of such committee.

6.1.5 From and after the Closing Date until the One Board Nominee Cessation Date, the Two Board Nominee Cessation Date or the Three Board Nominee Cessation Date, as applicable, if a vacancy is to occur on the Company Board as the result of the death, resignation or removal of the First Director, Second Director or Third Director, as applicable, the Investors shall have the sole right to designate a replacement director to fill such vacancy until the expiration of the term of such former First Director, Second Director or Third Director, as applicable. The Company and the Company Board shall take all actions necessary to fill such vacancy with such replacement director promptly upon notice by the Investors of the name of such replacement director. Any director filling a vacancy on the Company Board pursuant to this Section 6.1.5 shall be deemed to be a First Director, Second Director or Third Director, as applicable. In the event the Investors does not provide notice to the Company and the Company Board naming a replacement director to fill any such vacancy, such vacancy shall not be filled until the annual meeting of stockholders of the Company at which the term of the former First Director, Second Director or Third Director, as applicable, would have expired (and shall not prejudice any future nomination right of the Investors set forth in Section 6.1.1, Section 6.1.3 or Section 6.1.4).

6.1.6 From and after the Closing Date, subject to the rules and regulations regarding director independence of the Nasdaq Stock Market or such other exchange on which the Company's securities are then listed or designated, one of the First Director, Second Director or Third Director, as applicable, shall have the right to serve on each and every committee of the Board.

6.2 The Investors shall notify the Company in writing (a "**Designation Notice**") of its proposed First Director, Second Director or Third Director, as applicable, a reasonable time (in light of the circumstances) in advance of any action taken for the purpose of electing any First Director, Second Director or Third Director, as applicable, at an annual or special meeting of stockholders of the Company and of the mailing of any proxy statement, consent solicitation or other applicable announcement in which any Company Board nominee would be named (which reasonable time requirement, in the case of any proxy statement relating to an annual meeting of stockholders of the Company, shall be satisfied so long as such notice is delivered to the Company at least thirty (30) days prior to the first anniversary of the mailing of the proxy statement related to the immediately preceding year's annual meeting of stockholders), together with all information concerning such nominee required by law or otherwise reasonably requested by the Company, so that the Company can comply with applicable disclosure rules; provided, that if the Investors fail to deliver timely a Designation Notice required to be delivered in connection with the election of any First Director, Second Director or Third Director, as applicable, the Investors shall be deemed to have designated or nominated in a timely delivered Designation Notice the same First Director, Second Director or Third Director, as applicable as set forth in the most recent notice delivered to the Company pursuant to this Section 6.2 (or, until the first Designation Notice has been delivered, the individual(s) named in Section 6.1.1). In the event that any person named or deemed to have been named in a Designation Notice becomes unable or unwilling to serve as a director of the Company, the Investors shall have the right to designate an alternate designee in lieu of the person so named and the Company and the Company Board shall take all reasonable action to nominate and recommend such alternate designee for election (and shall include such recommendation in a proxy statement, consent solicitation or other subsequent announcement to the Company's stockholders).

6.3 Observation Rights. From and after the Closing Date, at any time that Investor owns a number of Series A Shares that represent at least the One Director Voting Requirement and less than the Three Director Voting Requirement, the Investor shall have the right to designate one representative to attend all meetings of the Company Board and any committees or sub-committees thereof in a nonvoting observer capacity (the "**Observer**"); provided, that the Observer can be excluded from any meeting of any committee or sub-committee of the Company Board at the sole discretion of such committee or sub-committee for any reason.

6.4 Compensation; D&O Insurance; Indemnification. The Company shall reimburse each First Director, Second Director, Third Director and Observer for his or her reasonable out-of-pocket expenses incurred for the purpose of attending each meeting of the Company Board or any committee thereof in accordance with the Company's reimbursement policy in effect from time to time for non-employee directors (such policy being deemed to apply to an Observer as if he or she were a member of the Company Board). Each First Director, Second Director, and Third Director shall be entitled to the same benefits and other rights (other than compensation) provided to any other non-executive director, including benefits and coverage under any director and officer insurance policy maintained by the Company. Promptly following the appointment or election of any First Director, Second Director or Third Director, the Company and such First Director, Second Director or Third Director, as applicable, shall enter into an indemnification agreement on terms substantially similar to the terms of indemnification agreements that the Company has entered into with any other non-executive director. The Company shall enter into an indemnification agreement at least as favorable as the indemnification agreements entered into with any other non-executive director after the Closing Date with any other individual that becomes a First Director, Second Director or Third Director, as applicable, if and as applicable.

6.5 Information Rights. From and after the Closing Date until the One Board Nominee Cessation Date, the Company shall deliver to the First Director, Second Director, Third Director and Observer, as applicable, and the Investors (for the benefit of the Investors) copies of all written information (including, without limitation, board packages, notices, minutes, consents, budgets, business plans, financial forecasts, financial statements (audited or unaudited, with or without footnotes), operating reports and any other materials to the extent and in the manner and form provided to the Company Board or any committee or sub-committee thereof or in any periodic information required to be delivered to any lender to the Company or any of its subsidiaries, in each case, at the same time such information is provided to the Company Board (or any committee or sub-committee thereof) or any such lender). The First Director, Second Director, Third Director, Observer and/or Investor may, in its, his or her sole discretion, request that delivery of such written information and materials not be provided to it, him or her at any time; provided, however, that refusal of any one or more deliveries shall not be deemed to be an ongoing waiver or amendment of the Company's obligations and/or the First Director's, Second Director's, Third Director's, Observer's or Investor's rights pursuant to this Section 6.5.

6.6 Confidentiality. The Investors agrees to keep confidential "Evaluation Material" (as defined in the Confidentiality Agreement) received prior to the date hereof and all proprietary and all non-public information regarding the Company and its subsidiaries received pursuant to Section 6.5 (the "**Confidential Information**"), and in each case not to disclose or reveal any such Confidential Information to any Person without the prior written consent of the Company; provided, however, that Confidential Information may be disclosed by any Investor to its members, directors, managers, officers, employees, debt financing sources, potential purchasers of Equity Securities from any Investor Party with respect to Transfers that would be permitted pursuant to Section 8.3 ("**Potential Purchasers**"), consultants, agents, advisors and representatives, including the First Director, Second Director, Third Director and Observer (collectively, " **Permitted Representatives**") who need to know such Confidential Information for the purpose of evaluating, monitoring or taking any other action with respect to the investment by any Investor in any Series A Shares, Series A-1 Shares or Common Shares issued or issuable upon conversion of any Preferred Shares pursuant to the Certificate of Designation, and agree to cause such Permitted Representatives to observe the terms of this Section 6.6; provided, that nothing herein shall prevent any Investor or any Permitted Representative from disclosing any Confidential Information that (1) is or becomes generally available to the public other than as a result of any act or omission by an Investor or such Permitted Representative in violation of this Section 6.6, (2) was available to any Investor or Permitted Representative on a non-confidential basis prior to disclosure to any Investor or Permitted Representative by the Company or its representatives, (3) becomes available to any Investor or Permitted Representatives from a source other than the Company or its representatives when such source is entitled, to the knowledge of such Investor, to make such disclosure without violating any fiduciary duty or any non-disclosure or confidentiality agreement, or (4) is required to be disclosed by law, rule or regulation (provided; that prior to such disclosure, the applicable Investor shall, unless prohibited by law, rule, regulation or order, promptly notify the Company of any such disclosure, use reasonable efforts to limit the disclosure requirements of such law or order, and maintain the confidentiality of such information to the maximum extent permitted by law, rule or regulation). If any Investor or Permitted Representative is requested or required (by oral questions, interrogatories, requests for information, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, it is agreed that such Investor will provide the Company with prompt written notice of such request(s) so that the Company may seek (at the Company's sole cost) an appropriate protective order or other appropriate remedy and/or waive the Investor's compliance with this Section 6.6. If, failing the entry of a protective order or the receipt of a waiver hereunder, any Investor or Permitted Representative is, after consultation with outside counsel, compelled to disclose Confidential Information, such Investor or Permitted Representative may disclose only that portion of such information that in the opinion of Investor's counsel is legally required without liability hereunder; provided, that such Investor agrees to use commercially reasonable efforts to obtain, at the Company's sole expense, assurance that confidential treatment will be accorded such information, including, by cooperating with the Company to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

7. RIGHTS TO PURCHASE.

7.1 Right to Participate in Certain Sales of Additional Securities

7.1.1 For so long as any shares of Registrable Securities remain outstanding, the Company agrees that it will not (and that it will cause its subsidiaries not to) sell or issue any shares of Capital Stock or Equity Securities, in each case, unless (x) the Company first submits a written notice (a "**Pre-Emptive Right Notice**") to the Investors (for the benefit of the Investor Parties) setting forth in reasonable detail (A) the designation and all of the terms and provisions of the securities proposed to be issued (the "**Proposed Securities**"), including, to the extent applicable, the voting powers, preferences and relative participating, optional or other special rights, and the qualification, limitations or restrictions thereof and interest rate and maturity; (B) the price, timing (which shall be at least three (3) but no more than six (6) Business Days after the delivery or deemed delivery of such Pre-Emptive Right Notice to the Investor) and other terms of the proposed sale of such Proposed Securities; and (C) the amount of such Proposed Securities proposed to be issued; provided, that following the delivery of such notice, the Company shall deliver to the Investors (for the benefit of the Investor Parties) any such information the Investors may reasonably request in order to evaluate the proposed issuance, (y) it offers to issue and sell to the Investor Parties, on such terms as the Proposed Securities are issued and upon full payment by the Investor Parties, the Participation Portion of the Proposed Securities (allocated among the Investor Parties as may be determined by the Investors acting in their sole discretion); provided, however, that, subject to compliance with the terms and conditions set forth inSection 7.1.5, the Company shall not be required to offer to issue or sell to the Investor Parties the portion of the Proposed Securities that would require the Company to obtain stockholder approval in respect of the issuance of any Proposed Securities to the Investor Parties under Nasdaq Marketplace Rule 5635 unless such approval has been obtained (provided, further, however, that the Company shall still be obligated to provide written notice of such proposed issuance to the Investors (for the benefit of the Investor Parties), which notice shall include a description of the Proposed Securities (including the number thereof) that would require stockholder approval in respect of the issuance thereof (the "**Restricted Issuance Information**")).

7.1.2 The Investor Parties will have the option, exercisable by written notice delivered by the Investors (on behalf of the Investor Parties) to the Company, to accept the Company's offer and commit to purchase any or all of the Proposed Securities offered to be sold by the Company to the Investor Parties (allocated among such Investor Parties as determined by the Investors in their sole discretion), which notice must be given prior to the later of (x) five (5) Business Days after receipt of such notice from the Company and (y) two (2) Business Days prior to the proposed issuance date set forth in the Pre-Emptive Right Notice (the "**Pre-Emptive Right Lapse Time**"). If the Company offers two (2) or more securities as a unit to all other participants in the offering, the Investor Parties will be given the same choice as provided to other participants in the offering. The closing of the exercise of such subscription right shall take place simultaneously with the closing of the sale of the Proposed Securities giving rise to such subscription right; provided, however, that the closing of any purchase by any such Investor Party may be extended beyond the closing of the sale of the Proposed Securities giving rise to such preemptive right to the extent necessary to (i) obtain required approvals from any Governmental Authority or (ii) permit one or more Investor Parties to receive proceeds from calling capital pursuant to commitments made by its (or its affiliated investment funds') limited partners. Upon the expiration of the offering period described above, the Company will be free to sell such Proposed Securities that the Investor Parties have not elected to purchase during the 60 days following such expiration on terms and conditions no more favorable to the purchasers thereof than those offered to the Investor Parties in the Pre-Emptive Right Notice delivered in accordance with Section 7.1.1. Any Proposed Securities offered or sold by the Company after such 60-day period must be reoffered to issue or sell to the Investor Parties pursuant to thisSection 7.1; provided that, subject to compliance with the terms and conditions set forth inSection 7.1.5, the Company shall not be required to reoffer to the Investor Parties the portion of the Proposed Securities that would require the Company to obtain stockholder approval in respect of the issuance of any Proposed Securities under the under Nasdaq Marketplace Rule 5635 unless such approval has been obtained.

7.1.3 The election by any Investor Party not to exercise its pre-emptive rights under this Section 7.1 in any one instance shall not affect its right as to any subsequent proposed issuance.

7.1.4 In the case of an issuance subject to this Section 7.1 for consideration in whole or in part other than cash, including securities acquired in exchange therefor, the consideration other than cash shall be deemed to be the "Fair Market Value" (as defined in the Certificate of Designation) thereof.

7.1.5 In the event that the Company is not required to offer or reoffer to an Investor Party any Proposed Securities because such issuance would require the Company to obtain stockholder approval in respect of the issuance of any Proposed Securities under Nasdaq Marketplace Rule 5635, the Company shall, upon the reasonable request of the Investors delivered to the Company in writing at or before the Pre-Emptive Right Lapse Time, at the Investors' election (acting in its sole discretion):

(a) waive the restrictions set forth in Section 8.1 solely to the extent necessary to permit the Investor Parties to acquire such number of securities of the Company (including Common Shares) equivalent to the Participation Portion of the Proposed Securities the Investor Parties would have been entitled to purchase had they been entitled to acquire such Proposed Securities pursuant to Section 7.1 (provided, that such request the Investors shall not be deemed to be a violation of Section 8.1);

(b) consider and discuss in good faith modifications proposed by the Investors to the terms and conditions of such portion of the Proposed Securities which would otherwise be issued to the Investor Party such that the Company would not be required to obtain stockholder approval in respect of the issuance of such Proposed Securities as so modified; and/or;

(c) take such actions as may be reasonably necessary to seek stockholder approval in respect of the issuance of any Proposed Securities to the Investor Parties, including without limitation, calling a special meeting of the Company's stockholders to vote on (and including in the proxy statement related thereto) a proposal to authorize and approve potential equity issuances by the Company upon exercise of the Investor Parties' rights pursuant to Section 7 which occur prior to the seven-year anniversary of such special meeting and a recommendation by the Company Board in favor of the approval of such proposal (providing the highest level of support for the approval of such proposal as the Company Board provides to any other proposal included in either such proxy statement or the proxy statement for the preceding year's annual meeting of stockholders).

7.2 Exceptions. Notwithstanding the foregoing, the right to purchase granted to the Investor Parties under this Section 7 shall be inapplicable with respect to Permitted Financings (as defined below) and the issuance of Exempted Securities (as defined in the Certificate of Designation). The Company and the Investors also severally agree that, with respect to an underwritten offering of securities that is consummated within one year of the Closing Date, to the extent the offer and sale of any securities in such underwritten offering to any Investor Party pursuant to this Section 7 would not comply with Rule 2010 of the Financial Industry Regulatory Authority Manual or applicable rules and regulations of the Commission, then the Company shall not be required to make such an offer and sale in such underwritten offering to any Investor Party pursuant to this Section 7. In such event, the Company agrees that it will cooperate with the Investor Parties and will promptly take all actions to effect the offer and sale of securities to the Investor Parties in an alternative manner that complies with Rule 2010 of the Financial Industry Regulatory Authority Manual or applicable rules and regulations of the Commission so that the intents and purposes of this Section 7 are effectuated, including without limitation by offering the Investor Parties securities in a private transaction that provide the Investor Parties the opportunity to maintain their respective proportional stock ownership in the Company on a fully-diluted basis.

8. COVENANTS.

8.1 Standstill. The Investors agree that during the Standstill Period, without the prior written approval of the Company or the Company Board, or as otherwise expressly permitted or contemplated by this Agreement (including Section 7) or the Certificate of Designation, Investor will not and will cause its respective Affiliates not to acquire beneficial ownership of any securities (including in derivative form) of the Company, in each case excluding (x) the Series A Shares, purchased either directly from the Company or pursuant to a conversion of Series A-1 Shares, Series A-1 Shares or Common Shares issuable upon conversion of the Series A Shares, and (y) any Capital Stock or other Equity Securities of the Company pursuant to or in accordance with the Certificate of Designation or Section 7 hereof.

8.2 Short Sales Prohibited. Investor shall not engage, directly or indirectly, in any transactions in the Company's securities (including, without limitation, any Short Sales involving the Company's securities) during the period from the date hereof until the earlier of (i) the consummation of a Deemed Liquidation (as defined in the Certificate of Designation); and (ii) the date that Investor Parties do not own any Series A Shares, Series A-1 Shares or Common Shares issuable upon conversion of the Series A Shares, including Series A Shares issuable upon conversion of the Series A-1 Shares.

8.3 Lock-Up. The Investors agree that during the Lock-Up Period, Investor shall not Transfer any Common Shares issuable upon conversion of the Series A Shares, except as part of a pledge by Investor of the equity securities it acquires in any portfolio company that is made to secure indebtedness existing as of the date hereof for borrowed money incurred in connection with on-call commitments of such Investor's limited partners (a "**Permitted Pledge**") or to any Affiliate of Investor.

8.4 Investor Consent Rights. For so long as any shares of the Preferred Shares remain outstanding, the following actions may only be taken by the Company or any of its direct or indirect subsidiaries with the written consent of Investors representing a majority of the outstanding Preferred Shares:

8.4.1 amend, waive, alter or repeal the preferences, rights, privileges or powers of the Preferred Shares;

8.4.2 amend, alter or repeal any provision of the Certificate of Designation in a manner that is adverse to the holders of Preferred Shares;

8.4.3 authorize, create or issue any equity securities senior to or *pari passu* with either series of the Preferred Shares; or

8.4.4 increase or decrease the number of directors constituting the Company Board.

8.5 Additional Investor Consent Rights. For so long as either: (i) at least 105 Preferred Shares remain outstanding (as equitably adjusted for any stock split, reverse stock split, recapitalization or similar event with respect to the Common Shares); or (ii) at least 28 shares of Series A-1 Shares remain outstanding (as equitably adjusted for any stock split, reverse stock split, recapitalization or similar event with respect to the Common Shares), the following actions may only be taken by the Company or any of its direct or indirect subsidiaries with the written consent with the consent of Investors representing a majority of the outstanding shares of Preferred Shares:

8.5.1.1 (a) authorize, create or issue any debt securities for borrowed money or funded debt pursuant to which the Company or any of its direct or indirect subsidiaries issues shares, warrants or any other convertible security in the same transaction or a series of related transactions; or (b) authorize, create or issue any debt securities for borrowed money or funded debt pursuant to which the Company or any of its direct or indirect subsidiaries does not issue shares, warrants or any other convertible security in the same transaction or a series of related transactions exceeding $4.5 million initially (the "**Debt Threshold**"), excluding, however: (i) any capitalized and operating leases entered into by the Company or its direct or indirect subsidiaries in the ordinary course of business consistent with past practice; and (ii) any debt incurred by the Company pursuant to the terms of the Company's existing term loan and credit facility with Silicon Valley Bank as it is proposed to be expanded on the Closing Date on similar terms with Silicon Valley Bank or another comparable credit facility provider subsequent to the Closing Date; provided, that if the aggregate consolidated revenue recognized by the Company and its direct or indirect subsidiaries (the "**Combined Revenue**") as reported by the Company on Form 10-K for any fiscal year ending after the Closing Date exceeds $45 million dollars, the Debt Threshold for the following fiscal year shall increase to an amount equal to: (iii) ten percent (10%); multiplied by (iv) the Combined Revenue as reported by the Company on Form 10-K for the previous fiscal year;

8.5.1.2 merge with or acquire all or substantially all of the assets of one or more other companies or entities with a value in excess of $20 million (the "**Acquisition Threshold**"); provided, that the Acquisition Threshold shall increase on a straight line basis to an amount up to $40 million, but in no event greater than $40 million, to the extent Combined Revenue for the then-most recently completed quarterly period as reported by the Company on Form 10-K or Form 10-Q, as applicable, falls between the Combined Revenue for the Company's fiscal quarter ended on September 30, 2019, and 100% greater than the Combined Revenue for the Company's fiscal quarter ended on September 30, 2019;

8.5.1.3 materially change the nature of the business of the Company or any of its direct or indirect subsidiaries as it is proposed to be conducted as of the Closing Date;

8.5.1.4 consummate any Liquidation (as defined in the Certificate of Designation);

8.5.1.5 transfer, by sale, exclusive license or otherwise, material intellectual property rights of the Company or any of its direct or indirect subsidiaries, other than licenses, transfers or sales of products accomplished in the ordinary course of business consistent with past practice;

8.5.1.6 declare or pay any cash dividend or make any cash distribution on any equity interests of the Company other than the Preferred Shares;

8.5.1.7 repurchase or redeem any shares of capital stock of the Company, except for: (a) the redemption of the Preferred Shares pursuant to Section 5(e) or Section 6 of the Certificate of Designation; or (b) repurchases of Common Shares under agreements previously approved by the Company Board with employees, consultants, advisors or others who performed services for the Company or any direct or indirect subsidiary in connection with the cessation of such employment or service;

8.5.1.8 incur any additional individual debt, indebtedness for borrowed money or other additional liabilities pursuant to which the Company or any of its direct or indirect subsidiaries issues shares, warrants or any other convertible security in the same transaction or a series of related transactions; or (b) incur any individual debt, indebtedness for borrowed money or other liabilities pursuant to which the Company or any of its direct or indirect subsidiaries does not issue shares, warrants or any other convertible security in the same transaction or a series of related transactions in excess of the Debt Threshold (in each case, excluding: (i) any capitalized and operating leases entered into by the Company or its direct or indirect subsidiaries in the ordinary course of business consistent with past practice; (ii) any debt incurred by the Company pursuant to the terms of the Company's existing term loan and credit facility with Silicon Valley Bank as it is proposed to be expanded on the Closing Date on similar terms with Silicon Valley Bank or another comparable credit facility provider subsequent to the Closing Date; and (iii) any purchase money financing in connection with the acquisition of equipment or otherwise); or

8.5.1.9 change any accounting methods or practices of the Company or any of its direct or indirect subsidiaries, except for those changes required by GAAP or applicable regulatory agencies or authorities, including but not limited to the Securities and Exchange Commission and the Financial Accounting Standards Board, in each case, as consented to by the Company's independent auditors.

Notwithstanding the foregoing, nothing in Section 8.5 shall restrict the Company's ability to adopt an at-the-market offering of its Common Shares or other public offering of Common Shares registered with the Commission on Form S-3 for up to $5 million worth of the Common Shares ("**Permitted Financings**"); provided, however, that Permitted Financings will not include any transaction or series of related transactions pursuant to which the Company issues warrants or any other convertible security without the written consent of Investors representing a majority of the outstanding shares of Preferred Shares.

8.6 Required Proposals and Recommendations to Stockholders.

8.6.1 The Company shall include in its proxy statement for its Next Meeting, a proposal to the Company's stockholders, in accordance with applicable law and the rules of the Nasdaq Capital Market, to authorize and approve the issuance of all Common Shares issuable upon the conversion of the Series A Shares, including the Series A Shares issuable upon conversion of the Series A-1 Shares at any time and from time to time pursuant to and in accordance with the terms of the Certificate of Designation (the "**Nasdaq Approval**"), and a recommendation by the Company Board in favor of the approval of such proposal (providing the highest level of support for the approval of such proposal as the Company Board provides to any other proposal included in such proxy statement).

8.6.2 The Company agrees that, unless such requirement is waived in writing by the Investors: (a) if the Company does not obtain the Nasdaq Approval at the Next Meeting, the Company shall call at least one (1) special meeting of its stockholders (the "**Special Meeting**") to solicit the Nasdaq Approval prior to the twelve (12) month anniversary of the Closing Date and the Company Board shall recommend that the stockholders of the Company vote in favor of the approval of Nasdaq Proposal (and shall provide the highest level of support for the approval of the Nasdaq Approval as the Company Board provides to any other proposal included in such proxy statement by the Company), and (b) if the Company does not obtain the Nasdaq Approval at the Next Meeting or the Special Meeting, prior to the eighteen (18) month anniversary of the Closing Date the Company shall either include in its proxy statement for an annual meeting held following the Special Meeting or call at least one (1) special meeting of its stockholders, in each case, to solicit the Nasdaq Approval and the Company Board shall recommend that the stockholders of the Company vote in favor of the approval of the Nasdaq Approval (and shall provide the highest level of support for the approval of such proposal as the Company Board provides to any other proposal included in such proxy statement by the Company).

8.7 Tax Treatment. The Company agrees that, except as otherwise required pursuant to a change in law applicable to the Series A Shares or Series A-1 Shares or a final determination (as defined in Section 1313(a) of the Code), (a) it will not treat the Series A Shares or Series A-1 Shares as "preferred stock" for purposes of Section 305 of the Code and (b) it will not treat any accrued or accumulated but undeclared dividends on the Series A Shares or Series A-1 Shares as a distribution pursuant to Section 305(c) of the Code.

8.8 Section 16 Matters. If the Company becomes a party to a consolidation, merger or other similar transaction that may result in Investor, any other Investor Party and/or the First Director, Second Director, Third Director or Observer being deemed to have made a disposition of equity securities of the Company or derivatives thereof for purposes of Section 16 of the Exchange Act, and if the First Director, Second Director or Third Director, as applicable, is serving on the Company Board at such time or has served on the Company Board during the preceding six months (or if the Observer is serving in its capacity as such or has served in such capacity during the preceding six months): (i) the Company Board will pre-approve such disposition of equity securities of the Company or derivatives thereof for the express purpose of exempting the Investor Parties', the First Director's, Second Director's, Third Director's and the Observer's interests (for the Investor Parties and/or Observer, to the extent any Investor Party or the Observer may be deemed to be "directors by deputization") in such transaction from Section 16(b) of the Exchange Act pursuant to Rule 16b-3 thereunder and (ii) if the transaction involves (A) a merger or consolidation to which the Company is a party and Common Shares, Series A Shares or Series A-1 Shares are, in whole or in part, converted into or exchanged for equity securities of a different issuer, (B) a potential acquisition by any Investor Party and/or the First Director, Second Director, Third Director or Observer of equity securities of such other issuer or derivatives thereof and (C) an Affiliate or associate or other designee of any Investor Party will serve on the board of directors (or its equivalent) of such other issuer, then if the Company requires that the other issuer pre-approve any acquisition of equity securities or derivatives thereof for the express purpose of exempting the interests of any director or officer of the Company or any of its subsidiaries in such transactions from Section 16(b) of the Exchange Act pursuant to Rule 16b-3 thereunder, the Company shall require that such other issuer pre-approve any such acquisitions of equity securities or derivatives thereof for the express purpose of exempting the interests of the Investor Parties, the First Director, Second Director, Third Director and the Observer (for the Investor Parties and/or Observer, to the extent such persons may be deemed to be "directors by deputization" of such other issuer) in such transactions from Section 16(b) of the Exchange Act pursuant to Rule 16b-3 thereunder.

8.9 Corporate Actions. At any time that any Preferred Share is outstanding, the Company shall:

8.9.1 take all action necessary to at all times have authorized, and reserved for the purpose of issuance from and after the Closing Date, the number of Common Shares issuable upon conversion of the Series A Shares and the number of Series A Shares issuable upon conversion of the Series A-1 Shares, in each case, in accordance with the terms of the Certificate of Designation; and

8.9.2 not effect any voluntary deregistration under the Exchange Act or any voluntary delisting with the Nasdaq Stock Market in respect of the Common Shares other than in connection with a Deemed Liquidation (as defined in the Certificate of Designation) pursuant to which the Company agrees to satisfy, or will otherwise cause the satisfaction, in full of its obligations under the Certificate of Designation.

8.10 Voting. From and after the Closing Date until the One Board Nominee Cessation Date at any meeting (whether annual or special and each adjourned, reconvened or postponed meeting) of the Company's stockholders, however called, and on every action or approval by written consent or consents of the Company stockholders, in each case, with respect to the election of any member of the Company Board (other than the First Director, the Second Director or the Third Director), the Investors shall vote, or execute a written consent with respect to, all voting securities of the Company as to which the Investors are entitled to vote, or execute a written consent, in accordance with the recommendation of the majority of the members of the Company Board who were members of the Company Board as of the date before the date of this Agreement (the "**Current Directors**") or who were nominated by such members of the Company Board or their successors who were nominated by such members. The Investors hereby constitute and appoint as the proxy of the Investors and hereby grant a power of attorney to any authorized designee of the Company, and each of them, with full power of substitution, with respect to the matters set forth in this Section 8.10, and hereby authorizes each of them to vote (or execute a written consent) all of the voting securities of the Company as to which the Investors are entitled to vote, or execute a written consent, in a manner which is consistent with the terms of this Section 8.10 or to take any other action necessary to give effect to this Section 8.10, if and only if the Investors (i) fail to vote all of the voting securities of the Company as to which the Investors are entitled to vote, or execute a written consent, or (ii) attempt to vote (whether by proxy, in person or by written consent), any of the voting securities of the Company as to which the Investors are entitled to vote, or execute a written consent, in a manner which is inconsistent with the terms of this Section 8.10. Each of the proxy and the power of attorney granted pursuant to the immediately preceding sentence is given in consideration of the agreements and covenants of the Company in connection with the transactions contemplated by this Agreement and, as such, each is coupled with an interest and shall be irrevocable unless and until the Investors' obligations under this Section 8.10 terminate pursuant to terms hereof. The Investors shall not hereafter, unless and until the Investors' obligations under this Section 8.10 terminate pursuant to terms hereof, purport to grant any other proxy or power of attorney with respect to any of the voting securities of the Company as to which the Investors are entitled to vote, or execute a written consent, deposit any of such voting securities into a voting trust or enter into any agreement (other than this Agreement), arrangement or understanding with any person, directly or indirectly, to vote, grant any proxy or give instructions with respect to the voting of any such voting securities, in each case, with respect to any of the matters set forth in this Section 8.10. Notwithstanding anything in this Section 8.10 to the contrary, neither the obligations of the Investors nor the rights of the Current Directors and their successors or the Company under this Section 8.10 shall apply to, or otherwise affect, any election, removal, replacement or other designation of any of the First Director, the Second Director or the Third Director.

9. MISCELLANEOUS.

9.1 Other Registration Rights and Arrangements. The Company represents and warrants that no person, other than the holders of the Registrable Securities, has any right to require the Company to register any of the Company's share capital for sale or to include the Company's share capital in any registration filed by the Company for the sale of shares for its own account or for the account of any other person. The Company shall not hereafter enter into any agreement with respect to its securities which is inconsistent with or violates the rights granted to the holders of Registrable Securities in this Agreement and in the event of any conflict between any such agreement or agreements and this Agreement, the terms of this Agreement shall prevail.

9.2 Assignment; No Third Party Beneficiaries. This Agreement and the rights, duties and obligations of the Company hereunder may not be assigned or delegated by the Company in whole or in part. Subject to Section 8.3, this Agreement and the rights, duties and obligations of the holders of Registrable Securities hereunder may be freely assigned or delegated by such holder of Registrable Securities in conjunction with and to the extent of any permitted transfer of Registrable Securities by any such holder; provided, that Sections 6.1 – 6.5, 7, 8.4, 8.5, 8.7, 8.8 and 8.9 shall not be transferable or assignable to the transferee of Registrable Securities that received such Registrable Securities upon foreclosure of a Permitted Pledge. This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective successors and assigns and the holders of Registrable Securities and their respective successors and permitted assigns. This Agreement is not intended to confer any rights or benefits on any persons that are not party hereto other than as expressly set forth in Section 4 and this Section 9.4. The rights of a holder of Registrable Securities under this Agreement may be transferred by such a holder to a transferee; provided, however, that such transferee has executed and delivered to the Company a properly completed agreement to be bound by the terms of this Agreement substantially in form attached hereto as Exhibit A (an "**Addendum Agreement**"), and the transferor shall have delivered to the Company no later than thirty (30) days following the date of the transfer, written notification of such transfer setting forth the name of the transferor, the name and address of the transferee, and the number of Registrable Securities so transferred. The execution of an Addendum Agreement shall constitute a permitted amendment of this Agreement.

9.3 Notices. All notices, demands, requests, consents, approvals or other communications (collectively, "**Notices**") required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing and shall be deemed given and effective on the earliest of (a) the date of transmission, if such notice or communication is delivered via email (provided the sender does not receive a machine-generated rejection of transmission) at the email address specified in this Section 9.3 prior to 5:00 P.M., New York City time, on a Business Day, (b) the next Business Day after the date of transmission, if such notice or communication is delivered via email at the email address specified in this Section 9.3 on a day that is not a Business Day or later than 5:00 P.M., New York City time, on any Business Day, (c) the Business Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service with next day delivery specified, or (d) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications shall be as follows (or to such other address or email address as such party shall have specified most recently by written notice):

If to the Company:

Interpace Diagnostics Group, Inc.
Morris Corporate Center 1, Building C
300 Interpace Parkway, Parsippany, NJ 07054
Attention: Jack E. Stover, President and CEO
Email: jstover@interpacedx.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 the Investor:

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

9.4 Severability; Amendments; Waivers. This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible that is valid and enforceable. The provisions of this Agreement may be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may be given, only with the written agreement of holders holding a majority of the Registrable Securities covered hereby.

9.5 Governing Law; Waiver of Jury Trial. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof that would result in the application of any law other than the laws of the State of New York. Each party agrees that all proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement (whether brought against a party hereto or its respective Affiliates, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the Borough of Manhattan in City of New York, New York. Each party hereto hereby irrevocably submits to the exclusive jurisdiction of such courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any proceeding, any claim that it is not personally subject to the jurisdiction of any such court, or that such proceeding has been commenced in an improper or inconvenient forum. Each party hereto hereby irrevocably waives personal service of process and consents to process being served in any such proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

9.6 Specific Enforcement. The parties acknowledge and agree that (a) the parties shall be entitled to an injunction or injunctions, specific performance or other equitable relief to enforce specifically the terms and provisions hereof in the courts described in Section 9.5 without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled under this Agreement and (b) the right of specific enforcement is an integral part of this Agreement and without that right, neither the Company nor the Investors would have entered into this Agreement. The parties hereto agree not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to law or inequitable for any reason, and agree not to assert that a remedy of monetary damages would provide an adequate remedy or that the parties otherwise have an adequate remedy at law. The parties hereto acknowledge and agree that any party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 9.6 shall not be required to provide any bond or other security in connection with any such order or injunction.

9.7 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

9.8 Construction; Interpretation. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party. This Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement. Unless otherwise indicated to the contrary herein by the context or use thereof: (i) the words, "herein," "hereto," "hereof" and words of similar import refer to this Agreement as a whole, including the Schedules and exhibits, and not to any particular section, subsection, paragraph, subparagraph or clause contained in this Agreement; (ii) masculine gender shall also include the feminine and neutral genders, and vice versa; (iii) words importing the singular shall also include the plural, and vice versa; (iv) the words "include," "includes" or "including" shall be deemed to be followed by the words "without limitation"; (v) financial terms shall have the meanings given to such terms under GAAP unless otherwise specified herein; (vi) references to "$" or "dollar" or "US$" shall be references to United States dollars; (vi) where the context permits, the use of the term "or" will be non-exclusive and equivalent to the use of the term "and/or"; (vii) the word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if"; and (viii) if any action under this Agreement is required to be done or taken on a day that is not a Business Day or on which a government office is not open with respect to which a filing must be made, then such action shall be required to be done or taken not on such day but on the first succeeding Business Day thereafter.

9.9 Entire Agreement. This Agreement and the Securities Purchase Agreement (including all agreements entered into pursuant hereto and thereto and all certificates and instruments delivered pursuant hereto or thereto) constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, understandings, negotiations and discussions between the parties, whether oral or written.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of the date first written above.

COMPANY:

INTERPACE DIAGNOSTIC GROUP, INC.

By: */s/ Jack E. Stover*
Name: Jack E. Stover
Title: President & Chief Executive Officer

[Remainder of Page Intentionally Left Blank]

INVESTOR:

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*
Name: Herbert H. Hooper
Title: Managing Member

VOTING AGREEMENT

This VOTING AGREEMENT (this "Agreement") is entered into as of July 15, 2019 by and among Ampersand 2018 Limited Partnership, a Delaware limited partnership (including its successors and assigns, "Purchaser") and [●], an individual ("Stockholder").

RECITALS

WHEREAS, as of the date hereof, Stockholder is the legal and beneficial owner (as defined in Rule 13d-3 of the Exchange Act, which meaning will apply for all purposes of this Agreement whenever the term "beneficial" or "beneficially" is used) of the shares of common stock, par value of $0.01 per share (the "Common Stock"), of Interpace Diagnostics Group, Inc., a Delaware corporation (the "Company"), such Common Stock together with any other shares of Common Stock or other equity interests, in each case, over which Stockholder acquires beneficial ownership during the period from the date hereof until the termination of this Agreement are collectively referred to herein as the "Subject Shares";

WHEREAS, concurrently with the execution and delivery of this Agreement, the Company and the Purchaser are entering into a Securities Purchase Agreement (the "Securities Purchase Agreement"), pursuant to which the Company will issue and sell to the Purchaser, and the Purchaser will purchase from the Company, shares of convertible preferred stock of the Company designated as Series A Convertible Preferred Stock, par value $0.01 per share (the "Series A Shares"), and shares of convertible preferred stock of the Company designated as Series A-1 Convertible Preferred Stock, par value $0.01 per share (the "Series A-1 Shares" and together with the Series A Shares, the "Preferred Shares");

WHEREAS, it is expected that, in accordance with the terms of an investor rights agreement (the "Investor Rights Agreement") required to be entered into by the Company and the Purchaser pursuant to the Securities Purchase Agreement (subject to the terms and conditions thereof), the Company shall make certain proposals to holders of Common Stock requesting such stockholders' approval of (i) potential issuances of Common Stock in connection with conversions of Series A Shares, including the Series A Shares issuable upon conversion of the Series A-1 Shares, pursuant to the terms of the Certificate of Designation (" Conversion Issuances") and potential Preemptive Rights Issuances (as defined below); and

WHEREAS, as an inducement to the Purchaser's willingness to enter into the Securities Purchase Agreement, the Purchaser and Stockholder are entering into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, the parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Capitalized Terms. For purposes of this Agreement, capitalized terms used and not defined herein shall have the respective meanings ascribed to them in the Securities Purchase Agreement, the Certificate of Designation (as defined in the Securities Purchase Agreement) and/or the Investor Rights Agreement, as applicable.

ARTICLE II

VOTING AGREEMENT

Section 2.1 Agreement to Vote the Subject Shares During the Voting Period. Stockholder hereby agrees that, during the period from the date hereof through the termination of this Agreement in its entirety pursuant to Section 5.1 (the "Voting Period"), at any meeting (whether annual or special and each adjourned, reconvened or postponed meeting) of the Company's stockholders, however called, and on every action or approval by written consent or consents of the Company stockholders with respect to any of the following matters, Stockholder shall, if a meeting is held, appear at the meeting, in person or by proxy, or otherwise cause its Subject Shares to be counted as present thereat for purposes of establishing a quorum, and it shall vote or consent (or cause to be voted or consented), irrevocably and unconditionally, in person or by proxy, all of its Subject Shares:

(a) in favor of any proposal to approve the Conversion Issuances and/or the Preemptive Rights Issuances;

(b) in favor of any additional approvals of the stockholders of the Company required under the Company Organizational Documents (as defined in the Securities Purchase Agreement) or any regulation or rule of The Nasdaq Capital Market (or any other Trading Market (as defined in the Securities Purchase Agreement) on which the Common Stock is listed or quoted for trading on the date in question), in each case in connection with the Conversion Issuances and/or the Preemptive Rights Issuances;

(c) at the request of the Purchaser, in favor of adoption of any other proposal that the Company's Board of Directors (the "Board") has (i) determined is reasonably necessary to facilitate the Conversion Issuances and/or the Preemptive Rights Issuances in accordance with the terms of the Securities Purchase Agreement, the Certificate of Designation or Investor Rights Agreement or any other matter contemplated thereby and (ii) recommended by the Board to be adopted by the stockholders of the Company; and

(d) against any other action, agreement or transaction, that is intended, or the effect of which could reasonably be expected, to impede, interfere with, delay, postpone, discourage or adversely affect the approvals and actions in Sections 2.1(a), (b) and (c) or completion of the transactions contemplated by the Securities Purchase Agreement or Investor Rights Agreement.

Section 2.2 Preemptive Rights Issuances. If (i) any of the Investor Parties (as defined in the Investor Rights Agreement) desires to exercise preemptive rights to acquire capital stock of the Company pursuant to Section 7 of the Investor Rights Agreement and (ii) the issuance of such capital stock to any such Investor Party (a "Preemptive Rights Issuance") would require approval of the stockholders of the Company under the Company Organizational Documents or any regulation or rule of The Nasdaq Capital Market (or any other Trading Market on which the Common Stock is listed or quoted for trading on the date in question), the Stockholder irrevocably and unconditionally agrees during the Voting Period to vote, in person or by proxy, at any meeting (whether annual or special and each adjourned, reconvened or postponed meeting) of the Company's stockholders, however called, or to act by written resolution of the Company's stockholders (if applicable) with respect to, all of its Subject Shares or other equity securities of the Company having the right to vote in favor of such issuance beneficially owned by it, in favor of such issuance.

Section 2.3 Irrevocable Proxy and Power of Attorney. Stockholder hereby constitutes and appoints as the proxy of Stockholder and hereby grants a power of attorney to any authorized designee of Purchaser, and each of them, with full power of substitution, with respect to the matters set forth herein, and hereby authorizes each of them to vote all of the Subject Shares in a manner which is consistent with the terms of Section 2.1 or Section 2.2, respectively, or to take any other action necessary to give effect to Section 2.1 or Section 2.2, respectively, if and only if Stockholder (i) fails to vote all of the Subject Shares or (ii) attempts to vote (whether by proxy, in person or by written consent), any of the Subject Shares in a manner which is inconsistent with the terms of Section 2.1 or Section 2.2, respectively. Each of the proxy and the power of attorney granted pursuant to the immediately preceding sentence is given in consideration of the agreements and covenants of Purchaser in connection with the transactions contemplated by this Agreement and, as such, each is coupled with an interest and shall be irrevocable unless and until this Agreement terminates pursuant to Section 5.1 hereof. Stockholder hereby revokes any and all previous proxies or power of attorney with respect to the Subject Shares and shall not hereafter, unless and until this Agreement terminates pursuant to Section 5.1 hereof, purport to grant any other proxy or power of attorney with respect to any of the Subject Shares, deposit any of the Subject Shares into a voting trust or enter into any agreement (other than this Agreement), arrangement or understanding with any person, directly or indirectly, to vote, grant any proxy or give instructions with respect to the voting of any of the Subject Shares, in each case, with respect to any of the matters set forth herein.

ARTICLE III

COVENANTS

Section 3.1 Subject Shares.

(a) Stockholder agrees that, until the earlier of the end of the Voting Period and the six (6) month anniversary of the date of this Agreement, Stockholder will not, directly or indirectly, offer for sale, sell (including short sales), contract to sell, assign, hypothecate, transfer, tender, pledge, grant a security interest in, encumber, assign or otherwise dispose of (including by gift) (collectively, a "Transfer") any Subject Shares, or enter into any contract, option, or other agreement with respect to, or consent to, a Transfer of, any of the Subject Shares or Stockholder's voting or economic interest therein. Any attempted Transfer of Subject Shares or any interest therein in violation of this Section 3.1(a) shall be null and void. During the Voting Period, in furtherance of this Agreement, Stockholder hereby authorizes the Company or its counsel to notify the Company's transfer agent that there is a stop transfer order with respect to all of the Subject Shares (and that this Agreement places limits on the voting and transfer of the Subject Shares), subject to the provisions hereof and provided that any such stop transfer order and notice will immediately be withdrawn and terminated by the Company following the termination of this Agreement.

(b) Stockholder agrees that all shares of Common Stock that Stockholder purchases, acquires the right to vote, or otherwise acquires beneficial ownership of, but excluding shares of Common Stock underlying unexercised Options (as defined below), during the Voting Period shall be subject to the terms and conditions of this Agreement and shall constitute Subject Shares for all purposes of this Agreement.

(c) In the event of a share dividend or distribution, or any change in the Common Stock by reason of any share dividend or distribution, split-up, recapitalization, combination, conversion, exchange of shares or similar transaction, the term "Subject Shares" shall be deemed to refer to and include the Subject Shares as well as all such share dividends and distributions and any securities into which or for which any or all of the Subject Shares may be changed or exchanged or which are received in such transaction.

(d) Stockholder shall, during the Voting Period, notify the Purchaser of the number of any new Common Shares or other securities entitling the holder thereof to vote or give consent with respect to the matters set forth in Article II acquired by Stockholder, if any, after the date hereof.

Section 3.2 Stockholder's Capacity[; Stockholder Designees]. All agreements and understandings made herein shall be made solely in Stockholder's capacity as a holder of the Subject Shares and not in any other capacity. [For the avoidance of doubt, the parties acknowledge and agree that (i) Stockholder is a member of the Board (in such capacity, the "Stockholder Director") and shall be free to act in his or her capacity as a director of the Company in accordance with such director's fiduciary duties under the laws of the state of Delaware, including with respect to any vote cast or written consent given in his or her capacity as a director of the Company on any matter, (ii) nothing herein shall prohibit or restrict the Stockholder Director from taking any action in his or her capacity as a director in facilitation of the exercise of such director's fiduciary duties under the laws of the state of Delaware and (iii) no action taken by the Stockholder Director acting solely in his or her capacity as a director of the Company, including any vote cast or written consent given in his or her capacity as a director of the Company on any matter, shall be deemed to be a breach by Stockholder of this Agreement.][1]

Section 3.3 Further Assurances. Each of the parties shall, from time to time, use its respective commercially reasonable efforts to perform, or cause to be performed, such further acts and to execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments as may be necessary to vest in another party the power to carry out and give effect to the provisions of this Agreement.

[1] **NTD: Bracketed language to be included only in voting agreements signed by Company directors.**

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties of Stockholder. Stockholder hereby represents and warrants to the Purchaser as follows:

(a) Due Organization and Authorization. Stockholder is a natural person. Stockholder has all necessary power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby by Stockholder have been duly authorized by all necessary action on the part of Stockholder. This Agreement has been duly executed and delivered by Stockholder and (assuming the due authorization, execution and delivery by the Purchaser) constitutes a valid and binding obligation of Stockholder, enforceable against Stockholder in accordance with its terms, except to the extent enforcement is limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and by general equitable principles.

(b) Ownership of Shares. As of the date hereof, Stockholder is the legal and beneficial owner of the Subject Shares and has the sole power to vote or cause to be voted such Subject Shares. As of the date hereof, Stockholder does not own or hold any right to acquire any additional shares of any class of share capital of the Company or other securities of the Company or any interest therein or any voting rights with respect to any securities of the Company other than (i) the Subject Shares and (ii) the options, warrants and other rights to acquire additional shares of Common Stock or security exercisable for or convertible into shares of Common Stock, set forth on the signature page of this Agreement (collectively, "Options"). Stockholder has good and valid title to the Subject Shares, free and clear of any and all Liens of any nature or kind whatsoever, other than (x) those created by this Agreement or (y) those imposed under applicable securities laws.

(c) No Conflicts. Other than, in the case of clauses (i) and (ii)(z) below, compliance by Stockholder with the applicable requirements of the Exchange Act, (i) no filing with any Governmental Entity, and no authorization, consent or approval of any other Person is necessary for the execution, delivery and performance of this Agreement by Stockholder and the consummation by Stockholder of the transactions contemplated hereby and (ii) none of the execution, delivery and performance of this Agreement by Stockholder, the consummation by Stockholder of the transactions contemplated hereby or compliance by Stockholder with any of the provisions hereof shall result in, or give rise to, a violation or breach of or a default under any of the terms of any contract, understanding, agreement or other instrument or obligation to which Stockholder is a party or by which Stockholder or any of the Subject Shares or its assets may be bound or (z) violate any applicable law except as would not reasonably be expected to materially impair Stockholder's ability to perform its obligations under this Agreement.

Section 4.2 Representations and Warranties of the Purchaser. Purchaser hereby represents and warrants to Stockholder as follows:

(a) Due Organization and Authorization. Purchaser is duly organized and validly existing under the Laws of its jurisdiction or organization or formation. Purchaser has all necessary power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby by the Purchaser have been duly authorized by all necessary action on the part of Purchaser. This Agreement has been duly executed and delivered by Purchaser and (assuming the due authorization, execution and delivery by Stockholder) constitutes a valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except to the extent enforcement is limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and by general equitable principles.

(b) No Conflicts. Other than, in the case of clauses (i) and (ii)(z) below, compliance by the Purchaser with the applicable requirements of the Exchange Act, (i) no filing with any Governmental Entity, and no authorization, consent or approval of any other Person is necessary for the execution, delivery and performance of this Agreement by Purchaser and the consummation by Purchaser of the transactions contemplated hereby and (ii) none of the execution, delivery and performance of this Agreement by Purchaser, the consummation by Purchaser of the transactions contemplated hereby or compliance by Purchaser with any of the provisions hereof shall (x) conflict with or result in any breach of the organizational documents of Purchaser, (y) result in, or give rise to, a violation or breach of or a default under any of the terms of any contract, understanding, agreement or other instrument or obligation to which Purchaser is a party or by which Purchaser or any of its assets may be bound or (z) violate any applicable Law except as would not reasonably be expected to materially impair Purchaser's ability to perform its obligations under this Agreement.

ARTICLE V

TERMINATION

Section 5.1 Termination. This Agreement shall automatically terminate, and neither the Purchaser nor Stockholder shall have any rights or obligations hereunder and this Agreement shall become null and void and have no effect (other than the parties hereto remaining responsible for any breaches of this Agreement prior to such termination) upon the earliest to occur of: (i) a written agreement among the Purchaser and Stockholder to terminate this Agreement pursuant to Section 5.1 or the written request by the Purchaser delivered to the Stockholder to terminate this Agreement, at which time this Agreement shall be so terminated without any action required by the Stockholder; (ii) the termination of the Securities Purchase Agreement in accordance with its terms; (iii) the date on which Stockholder no longer serves as an officer or director of the Company, (iv) the date on which the Investors' (as defined in the Investor Rights Agreement) obligations under Section 8.10 of the Investor Rights Agreement terminate, (v) five (5) Business Days following the Requisite Approval Date (as defined below); and (vi) such date to occur after the Issuance Date (as defined in the Certificate of Designation) in which there are no issued and outstanding Preferred Shares. Notwithstanding anything to the contrary herein, the provisions of Article VI shall survive the termination of this Agreement. For purposes of the foregoing, the "Requisite Approval Date" shall be the first date to occur in which (1) the Nasdaq Approval (as defined in the Certificate of Designation) has been obtained on or prior to such date and remains in full force and effect on such date and (2) the requisite approval of the stockholders of the Company to pre-approve the Preemptive Rights Issuances for purposes of allowing the Investor Parties to participate therein in full in compliance with applicable law and the rules and regulations of The Nasdaq Capital Market (or any other Trading Market on which the Common Stock is listed or quoted for trading on the date in question) (the approval described in this clause (2), the "Preemptive Approval") has been obtained on or prior to such date and remains in full force and effect on such date.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Publication. Stockholder hereby permits the Purchaser (and its Affiliates) and the Company to publish and disclose publicly (including in any documents and schedules filed with the Securities and Exchange Commission) Stockholder's identity and ownership of Subject Shares and the nature of its commitments, arrangements and understandings pursuant to this Agreement as reasonably determined by the Purchaser or the Company, as applicable, to be required under applicable law or under the rules and regulations of The Nasdaq Capital Market (or any other Trading Market on which the Common Stock is listed or quoted for trading on the date in question).

Section 6.2 Fees and Expenses. Stockholder and the Purchaser shall be responsible for their own fees and expenses (including the fees and expenses of investment bankers, accountants and counsel) in connection with the entering into and performance under this Agreement and the consummation of the transactions contemplated hereby.

Section 6.3 Amendments, Waivers. This Agreement may not be amended, changed, supplemented, waived or otherwise modified, except upon the execution and delivery of a written agreement executed by each of the parties hereto; provided, that any amendment, change, supplement, waiver or other modification that would reasonably be expected to be adverse to the Company shall require the consent of the Company. The failure of any party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof shall not constitute a waiver by such party of its right to exercise any such or other right, power or remedy or to demand such compliance.

Section 6.4 Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of (a) the date of transmission, if such notice or communication is delivered via email (provided the sender does not receive a machine-generated rejection of transmission) at the email address specified in this Section 6.4 prior to 5:00 P.M., New York City time, on a Business Day, (b) the next Business Day after the date of transmission, if such notice or communication is delivered via email at the email address specified in this Section 6.3 on a day that is not a Business Day or later than 5:00 P.M., New York City time, on any Business Day, (c) the Business Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service with next day delivery specified, or (d) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications shall be as follows, or such other address as may be designated in writing hereafter, in the same manner, by such Person:

If to Stockholder, to it at:

[Name]
[Address]
Attn: [●]
Email: [●]

with a copy to (which copy alone shall not constitute notice):

[Name]
[Address]
[Address]
Attn:
Email:

If to the Purchaser, at:

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

with a copy to (which copy alone shall not constitute notice):

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

Section 6.5 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 6.6 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

Section 6.7 Entire Agreement; Assignment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between the parties, or any of them, with respect to the subject matter hereof. This Agreement shall not be assigned by operation of law or otherwise without the prior written consent of each of the parties.

Section 6.8 Parties in Interest. The Company shall be a third party beneficiary under this Agreement and shall be entitled to enforce this Agreement as if it were a party hereto. This Agreement shall be binding upon and inure solely to the benefit of each party hereto and the Company, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

Section 6.9 Interpretation. When a reference is made in this Agreement to a Section or Exhibit, such reference shall be to a Section of, or an Exhibit to, this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Unless otherwise indicated to the contrary herein by the context or use thereof: (i) the words, "herein," "hereto," "hereof" and words of similar import refer to this Agreement as a whole, including the Schedules and exhibits, and not to any particular section, subsection, paragraph, subparagraph or clause contained in this Agreement; (ii) masculine gender shall also include the feminine and neutral genders, and vice versa; (iii) words importing the singular shall also include the plural, and vice versa; (iv) the words "include," "includes" or "including" shall be deemed to be followed by the words "without limitation"; (v) financial terms shall have the meanings given to such terms under GAAP unless otherwise specified herein; (vi) references to "$" or "dollar" or "US$" shall be references to United States dollars; (vi) where the context permits, the use of the term "or" will be non-exclusive and equivalent to the use of the term "and/or"; (vii) the word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if"; and (viii) if any action under this Agreement is required to be done or taken on a day that is not a Business Day or on which a government office is not open with respect to which a filing must be made, then such action shall be required to be done or taken not on such day but on the first succeeding Business Day thereafter. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. References to a Person are also to its permitted assigns and successors. The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any provision of this Agreement.

Section 6.10 Governing Law; Jurisdiction; Waiver of Jury Trial. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of laws of another jurisdiction. The parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the state and federal courts located in the State of Delaware for any actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby. The parties hereby irrevocably and unconditionally consent to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such action, suit or proceeding and irrevocably waive, to the fullest extent permitted by law, any objection that they may now or hereafter have to the laying of the venue of any such action, suit or proceeding in any such court or that any such action, suit or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such action, suit or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in this Section 6.10 shall be deemed effective service of process on such party. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 6.11 Specific Performance. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that, without the necessity of posting bond or other undertaking, the parties shall be entitled to specific performance of the terms hereof, this being in addition to any other remedies to which they are entitled at law or equity, and in the event that any action or suit is brought in equity to enforce the provisions of this Agreement, and no party will allege, and each party hereby waives, the defense or counterclaim that there is an adequate remedy at law.

Section 6.12 No Partnership, Agency or Joint Venture. This Agreement is intended to create a contractual relationship between Stockholder and the Purchaser and is not intended to create, and does not create, any agency, partnership, joint venture or any like relationship between or among the parties hereto. Without limiting the generality of the foregoing sentence, no Purchaser or its affiliates shall be deemed to beneficially own any security solely as a result of the Purchaser's execution of this Agreement, and Stockholder (i) is entering into this Agreement solely on its own behalf and Stockholder shall not have any liability (regardless of the legal theory advanced) for any breach of any similar agreement by any other Stockholder of the Company and (ii) by entering into and performing under this Agreement does not intend to form a "group" for purposes of Rule 13d-5(b)(1) of the Exchange Act or any other similar provision of applicable Law.

Section 6.13 Counterparts. This Agreement may be executed in separate counterparts, each of which shall be considered one and the same agreement and shall become effective when each of the parties has delivered a signed counterpart to the other parties, it being understood that all parties need not sign the same counterpart. Such counterpart executions may be transmitted to the parties by facsimile transmission or electronic ".pdf", which shall have the full force and effect of an original signature.

Section 6.14 Holdback & Lock-Up. If any sale of Registrable Securities (as defined in the Investor Rights Agreement) shall be effected by means of an underwritten offering, the Stockholder agrees that (a) it shall be a Lock-Up Party (as defined in the Investor Rights Agreement) so long as a Purchaser is a Lock-Up Party, (b) it shall not effect any public sale or distribution of any of the Company's securities (except as part of such underwritten offering), including any sale pursuant to Rule 144 under the Securities Act of 1933 or by entering into any swap, hedge or other arrangement that transfers, in whole or in part, the economic consequence of ownership of such securities, during the ten (10) Business Days prior to, and continuing for ninety (90) Business Days after, the date of the pricing of such underwritten offering (unless the underwriters, the Company and the Purchaser agree on a different time period) and (c) it shall enter into a customary "lock-up" agreement in favor of the underwriters. The foregoing notwithstanding, no Lock-Up Party shall be required to terminate an existing 10b5-1 plan or to cease sales under any such plan. No Stockholder shall be released from any obligation under any agreement, arrangement or understanding entered into with respect to this Section 6.14 unless the Purchaser is also released.

[*Signature page follows*]

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

STOCKHOLDER:

Name:

Number of shares of Common Stock beneficially owned as of the date of this Agreement:

Number of Options beneficially owned as of the date of this Agreement:

PURCHASER:

AMPERSAND 2018 LIMITED PARTNERSHIP

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

By: AMP-18 MC LLC, its General Partner

By: _____
Name: Herbert H. Hooper
Title: Managing Member

[Signature Page to Voting Agreement]

July 15, 2019

Interpace Diagnostics Acquires Cancer Genetics' Biopharma Services Business Supported by Investment from Ampersand Capital Partners

Conference Call to be Held Tomorrow, Tuesday July 16, 2019 @ 8:30 am ET

PARSIPPANY NJ, July 15, 2019 (GLOBE NEWSWIRE) -- Interpace Diagnostics Group, Inc. (NASDAQ: IDXG) ("Interpace" or the "Company"), announced today that it has acquired assets and certain liabilities constituting the Biopharma Services business of Cancer Genetics, Inc. (NASDAQ: CGIX) (the "BioPharma Business") for approximately $23.5 million subject to certain adjustments. The acquisition is expected to create a leading oncology testing and service company in the clinical diagnostic and Biopharma markets, leveraging sophisticated assays, novel algorithms and custom service capabilities across the continuum of oncology from precancerous assessment to drug discovery and clinical trial support. In conjunction with this acquisition Ampersand Capital Partners, one of the leading private equity firms in the diagnostic/biopharma sector, agreed to invest $27M in Interpace in two tranches of newly issued convertible preferred stock, a portion of which will be subject to approval by Interpace's shareholders.

In 2018 the Biopharma Business of Cancer Genetics reported net revenues of approximately $15 million. Interpace believes that the BioPharma Business has significant potential to benefit from the Interpace molecular business, add new clients and grow revenue over time. Interpace further believes that the combined organization has the potential to be a leader in enabling personalized and precision medicine by offering advanced diagnostics, molecular marker testing, data solutions and biopharma services. The BioPharma Business will continue to provide its full suite of molecular and biomarker-based tests for its oncology and immuno-oncology drug development customers operating out of its existing laboratories in Rutherford, NJ and Research Triangle Park, NC.

"I am very excited about our acquisition of the BioPharma Business of Cancer Genetics, and the support and confidence that Ampersand Capital Partners has shown in our expertise and capabilities," said Jack Stover, President & CEO of Interpace. "I believe that expanding more aggressively into the growing BioPharma sector with a strong product and service offering, as well as partnering with one of the leading private equity firms in this space, will be transformative for Interpace and will also benefit the patients and customers we now serve in each market."

Herb Hooper, Managing Partner at Ampersand Capital Partners added, “We see the opportunity for Interpace, with its strong product portfolio and commercial capabilities, to be a platform for building a leading franchise in the oncology-related molecular and biopharma laboratory services space. Ampersand’s investment is intended to assist Interpace as it continues to add capabilities and accelerate its growth trajectory within both the clinical diagnostic and BioPharma markets.”

Under the terms of the acquisition agreement, Interpace purchased the BioPharma Business pursuant to a Uniform Commercial Code Article 9 transaction whereby secured creditors were paid off and Interpace made an additional payment of approximately $4.5 million to Cancer Genetics, using proceeds from the initial financing provided by Ampersand. In addition, Interpace issued Cancer Genetics a $7.7 million 6% interest bearing note due upon the earlier of Interpace’s shareholder approval and Ampersand’s second tranche investment or three years.

Ampersand’s investment in Interpace’s Preferred Stock has an initial conversion price to Common of $.80, subject to adjustment, representing a premium of approximately 14% over Interpace’s most recent closing bid price.

National Securities Corporation, a wholly-owned subsidiary of National Holdings Corporation (NASDAQ:NHLD) acted as financial advisor to Interpace in connection with the acquisition of the BioPharma Business and Pepper Hamilton LLP acted as legal advisor to Interpace in connection with the BioPharma Business acquisition and Ampersand financing.

Conference Call Information

Interpace will hold a conference call and webcast on Tuesday, July 16, 2019 at 8:30am ET to discuss today’s announcement. Details are as follows:

Date and Time: Tuesday, July 16, 2019 at 8:30 am ET
Dial-in Number (Domestic): (877) 407-0312
Dial-in Number (International): +1 (201) 389-0899
Confirmation Number: 13692704

Webcast Access: https://webcasts.eqs.com/interpacedia20190708/en

The webcast replay will be available on the Company’s website approximately two hours following completion of the call and archived on the Company’s website for 90 days.

About Interpace Diagnostics, Group, Inc.

Interpace's Diagnostic Business is a fully integrated commercial and bioinformatics business that provides clinically useful molecular diagnostic tests, bioinformatics and pathology services for evaluating risk of cancer by leveraging the latest technology in personalized medicine for improved patient diagnosis and management. Interpace currently has four commercialized molecular tests and one test in a clinical evaluation process (CEP): PancraGEN® for the diagnosis and prognosis of pancreatic cancer from pancreatic cysts; ThyGeNEXT® for the diagnosis of thyroid cancer from thyroid nodules utilizing a next generation sequencing assay; ThyraMIR® for the diagnosis of thyroid cancer from thyroid nodules utilizing a proprietary gene expression assay; and RespriDX® that differentiates lung cancer of primary vs. metastatic origin. In addition, BarreGEN® for Barrett's Esophagus, is currently in a clinical evaluation program whereby we gather information from physicians using BarreGEN® to assist us in positioning the product for full launch, partnering and potentially supporting reimbursement with payers. Interpace's mission is to provide personalized medicine through molecular diagnostics, innovation and data to advance patient care based on rigorous science. For more information, please visit Interpace's website at www.interpacediagnostics.com.

The Biopharma Services Business

Interpace's Biopharma Business is a market leader in providing pharmacogenomics testing, genotyping, and biorepository services to the pharmaceutical and biotech industries. The Biopharma Business also advances personalized medicine by partnering with pharmaceutical, academic, and technology leaders to effectively integrate pharmacogenomics into their drug development and clinical trial programs with the goals of delivering safer, more effective drugs to market more quickly, and improving patient care.

About Ampersand Capital Partners

Founded in 1988, Ampersand is a middle market private equity firm dedicated to growth-oriented investments in the healthcare sector. With offices in Boston, MA and Amsterdam, Netherlands, Ampersand leverages a unique blend of private equity and operating experience to build value and drive superior long-term performance alongside its portfolio company management teams. Ampersand has helped build numerous market-leading companies across each of its core healthcare sectors, including Avista Pharma Solutions, Brammer Bio, Confluent Medical, Genewiz, Genoptix, Talecris Biotherapeutics, and Viracor-IBT Laboratories. Additional information about Ampersand is available at www.ampersandcapital.com.

Forward Looking Statements

This press release contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, Section 21E of the Securities Exchange Act of 1934 and the Private Securities Litigation Reform Act of 1995, relating to the Company's future financial and operating performance. The Company has attempted to identify forward looking statements by terminology including "believes," "estimates," "anticipates," "expects," "plans," "projects," "intends," "potential," "may," "could," "might," "will," "should," "approximately" or other words that convey uncertainty of future events or outcomes to identify these forward-looking statements. These statements are based on current expectations, assumptions and uncertainties involving judgments about, among other things, future economic, competitive and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the Company's control. These statements also involve known and unknown risks, uncertainties and other factors that may cause the Company's actual results to be materially different from those expressed or implied by any forward-looking statement. Known and unknown risks, uncertainties and other factors include, but are not limited to, the fact that there is no assurance that there will be shareholder approval of a portion of Ampersand's investment or that Ampersand will make the second tranche investment, that the acquisition will be successfully integrated with the Company, or that the potential benefits of the acquisition, including future revenues, will be successfully realized, the Company's history of losses, the market's acceptance of its tests, the Company's ability to retain and secure reimbursement, and the Company's ability to maintain its NASDAQ listing, among other things. Additionally, all forward-looking statements are subject to the "Risk Factors" detailed from time to time in the Company's most recent Annual Report on Form 10-K and Quarterly Reports on Form 10Q. Because of these and other risks, uncertainties and assumptions, undue reliance should not be placed on these forward-looking statements. In addition, these statements speak only as of the date of this press release and, except as may be required by law, the Company undertakes no obligation to revise or update publicly any forward-looking statements for any reason.

CONTACTS:

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jgreen@edisongroup.com

Source: Interpace Diagnostics Group, Inc.