As filed with the Securities and Exchange Commission on October 22, 2019

Registration No. 333-224554

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

POST-EFFECTIVE AMENDMENT NO. 1 TO

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

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

Delaware **(State or other jurisdiction of incorporation or organization)**	**22-2919486** **(I.R.S. Employer Identification No.)**
Morris Corporate Center 1, Building C **300 Interpace Parkway, Parsippany, NJ** **(Address of Principal Executive Offices)**	**07054** **(Zip Code)**

Amended and Restated 2004 Stock Award and Incentive Plan
Interpace Diagnostics Group, Inc. 2019 Equity Incentive Plan
(Full title of the plans)

Jack E. Stover
President and Chief Executive Officer
Interpace Diagnostics Group, Inc.
Morris Corporate Center 1, Building C
300 Interpace Parkway, Parsippany, NJ 07054
(Name and address of agent for service)

(855) 776-6419
(Telephone number, including area code, of agent for service)

with a copy to:

Merrill M. Kraines, Esq.
Pepper Hamilton LLP
The New York Times Building
620 Eighth Avenue, 37th Floor
New York, NY 10018
Tel: (212) 808-2711

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	[ ]	Accelerated filer	[ ]
Non-accelerated filer	[X]	Smaller reporting company	[X]
		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 7(a)(2)(B) of the Securities Act. [ ]

EXPLANATORY NOTE

Interpace Diagnostics Group, Inc., a Delaware corporation (the "Registrant" or the "Company"), previously filed registration statements on Form S-8 (File Nos. 333-61231, 333-60512, 333-123312, 333-61231, 333-60512, 333-177969, 333-201070, 333-214260, and 333-22454) (the "Prior Registration Statements") with the Securities and Exchange Commission (the "Commission") with respect to 6,150,000 shares of the Registrant's common stock, par value $0.01 per share (the "Common Stock") issuable under the terms of the Registrant's Amended and Restated 2004 Stock Award and Incentive Plan (the "2004 Equity Incentive Plan").

On August 2, 2019, the Board of Directors of the Registrant approved the 2019 Equity Incentive Plan (the "2019 Equity Incentive Plan"), subject to stockholder approval. On October 10, 2019, (the "Approval Date"), the Registrant's stockholders approved the 2019 Equity Incentive Plan. The 2019 Equity Incentive Plan provides that: (i) no further awards will be granted under the 2004 Equity Incentive Plan as of the Approval Date (although awards granted under the 2004 Equity Incentive Plan prior to the Approval Date ("2004 Plan Outstanding Awards") will remain outstanding in accordance with their terms and those of the 2004 Equity Incentive Plan); and (ii) the number of shares of Common Stock that remain available for grant under the 2004 Equity Incentive Plan as of the Approval Date (the "2004 Plan Unused Shares") plus the shares of Common Stock underlying 2004 Plan Outstanding Awards that are not delivered in settlement of such awards on account of the cancellation, termination, expiration, forfeiture or lapse for any reason (in whole or in part) or the settlement in cash or other consideration (in lieu of Common Stock) of such awards after the Approval Date (the "2004 Rollover Shares") will become available for issuance pursuant to awards granted under the 2019 Equity Incentive Plan.

Accordingly, the Registrant is filing this Post-Effective Amendment No. 1 to the Registration Statement on Form S-8 (File No. 333-22454) ("Post-Effective Amendment No. 1" or "Amended Registration Statement") pursuant to the undertaking in Item 512(a)(1)(iii) of Regulation S-K, which requires the Company to disclose a material change in the plan of distribution as it was originally disclosed in the Prior Registration Statements, to add the 2019 Equity Incentive Plan and reflect that, as of the Approval Date, the previously registered 2004 Plan Unused Shares and any 2004 Rollover Shares may be issued under the 2019 Equity Incentive Plan, a copy of which is incorporated herein by reference as an exhibit hereto along with a new opinion as to the validity of the 2004 Plan Unused Shares and the 2004 Rollover Shares issuable pursuant to the 2019 Equity Incentive Plan. This Post-Effective Amendment No. 1 amends and supplements the items listed below. No additional shares of Common Stock are being registered hereby. All other items of the Prior Registration Statements are incorporated herein by reference without change.

PART I

INFORMATION REQUIRED BY SECTION 10(A) PROSPECTUSES

Information required by Part I of Form S-8 to be contained in the Section 10(a) prospectus is omitted from this Amended Registration Statement in accordance with the provisions of Rule 428 under the Securities Act of 1933, as amended (the "Securities Act"). The documents containing the information specified in Part I will be delivered to the participants in the 2019 Equity Incentive Plan covered by this Amended Registration Statement as required by Rule 428(b)(1) of the Securities Act. Such documents are not required to be filed with the Commission as part of this Amended Registration Statement.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents of the Registrant filed with the Commission are incorporated by reference in this Registration Statement as of their respective dates:

(a) The Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2018, filed with the Commission on March 21, 2019;

(b) The Registrant's Quarterly Reports on Forms 10-Q, as applicable, filed with the Commission on May 14, 2019 and August 13, 2019;

(c) The Registrant's Current Reports on Forms 8-K, as applicable (other than portions thereof furnished under Item 2.02 or Item 7.01 of Form 8-K and exhibits accompanying such reports that are related to such items) filed with the Commission on January 29, 2019, April 18, 2019, July 19, 2019, as amended on September 20, 2019, August 5, 2019, September 20, 2019, a second report filed on September 20, 2019, October 15, 2019, and October 17, 2019.

(d) The description of the Registrant's common stock contained in the Registrant's Form 8-A filed with the Commission on May 13, 1998 (Registration No. 000-24249) pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act"), including any amendment or report filed for the purpose of further updating such description.

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of filing of such documents; provided, however, that documents or information deemed to have been furnished and not filed in accordance with Commission rules shall not be deemed incorporated by reference into this Registration Statement. Any statement contained herein or in a document, all or a portion of which is incorporated or deemed to be incorporated by reference herein, shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or amended, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Our Certificate of Incorporation, as amended and as may be further amended and in effect from time to time, which we refer to as the amended certificate of incorporation, provides that our directors shall not be personally liable to us or our stockholders for monetary damages for any breach of fiduciary duty as a director, except for liability for breach of the director's duty of loyalty to us or our stockholders, for acts or omissions not in good faith or involving intentional misconduct or a knowing violation of law, for payment of dividends or approval of stock purchases or redemptions that are prohibited by the General Corporation Law of the State of Delaware, as amended, which we refer to as the DGCL, or for any transaction from which the director derived an improper personal benefit. Under the DGCL, our directors have a fiduciary duty to us that is not eliminated by this provision of the amended certificate of incorporation and, in appropriate circumstances, equitable remedies such as injunctive or other forms of non-monetary relief will remain available. This provision also does not affect our directors' responsibilities under any other laws, such as federal securities laws or state or federal environmental laws.

Section 145 of the DGCL empowers a corporation to indemnify its directors and officers against expenses (including attorneys' fees), judgments, fines and amounts paid in settlements actually and reasonably incurred by them in connection with any action, suit or proceeding brought by third parties by reason of the fact that they were or are directors or officers of the corporation, if they acted in good faith, in a manner they reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe that their conduct was unlawful. The DGCL provides further that the indemnification permitted thereunder shall not be deemed exclusive of any other rights to which the directors and officers may be entitled under the corporation's bylaws, any agreement, a vote of stockholders or otherwise. The amended certificate of incorporation provides that, to the fullest extent permitted by Section 145 of the DGCL, we shall indemnify any person who is or was a director or officer of us, or is or was serving at our request as a director, officer or trustee of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against the expenses, liabilities or other matters referred to in or covered by Section 145 of the DGCL. Our amended and restated bylaws provide that we will indemnify any person who was or is a party or threatened to be made a party to any proceeding by reason of the fact that such person is or was a director or officer of us or is or was serving at our request as a director, officer or trustee of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise to the fullest extent permitted by the DGCL. In addition, we have entered into agreements, or will enter into agreements, with each of our directors and officers under which, among other things, we have agreed to indemnify the director or officer against expenses incurred in any proceeding, including any action by us, in which the director or officer was, is or is threatened to be made a party or a participant by reason of his or her status as a present or former director, officer, employee or agent of us or, at our request, any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise. At present, there is no pending litigation or proceeding involving any director or officer as to which indemnification will be required or permitted, and we are not aware of any threatened litigation or proceeding that may result in a claim for such indemnification.

Section 145 of the DGCL also empowers a corporation to purchase insurance for its officers and directors for such liabilities. We maintain liability insurance for our officers and directors.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

See the attached Exhibit Index at page 6, which is incorporated herein by reference.

Item 9. Undertakings.

The undersigned Company hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933, as amended (the "Securities Act");

(ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

provided, however, that paragraphs (1)(i) and (1)(ii) do not apply if the registration statement is on Form S-8, and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the SEC by the Company pursuant to Section 13 or 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

The undersigned Company hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Company's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Company pursuant to the foregoing provisions, or otherwise, the Company has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Company of expenses incurred or paid by a director, officer, or controlling person of the Company in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Company will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized in the Township of Parsippany, State of New Jersey, on October 22, 2019.

INTERPACE DIAGNOSTICS GROUP, INC.

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

POWER OF ATTORNEY

Each individual whose signature appears below constitutes and appoints Jack E. Stover, his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the SEC, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent or his substitute, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities held on the dates indicated.

Signature	Title	Date
/s/ Jack E. Stover Jack E. Stover	President, Chief Executive Officer and Director (Principal Executive Officer)	October 22, 2019
/s/ James Early James Early	Chief Financial Officer (Principal Financial Officer)	October 22, 2019
/s/ Thomas Freeburg Thomas Freeburg	Chief Accounting Officer (Principal Accounting Officer)	October 22, 2019
 Stephen J. Sullivan	Chairman of the Board of Directors	October 22, 2019
/s/ Joseph Keegan Joseph Keegan	Director	October 22, 2019
/s/ Eric B. Lev Eric B. Lev	Director	October 22, 2019
 Felice Schnoll-Sussman	Director	October 22, 2019
/s/ Laurence R. McCarthy Laurence R. McCarthy	Director	October 22, 2019
/s/ Robert Gorman Robert Gorman	Director	October 22, 2019

EXHIBIT INDEX

Exhibit Number	Description
4.1	Interpace Diagnostics Group, Inc. 2019 Equity Incentive Plan (Filed as Annex A to the Registrant's Definitive Proxy Statement (File No. 000-24249), filed with the Commission on August 22, 2019 and incorporated herein by reference).
4.2	Interpace Diagnostics Group, Inc. Amended and Restated 2004 Stock Award and Incentive Plan (Filed as Annex A to the Registrant's Definitive Proxy Statement (File No. 000-24249), filed with the Commission on August 14, 2017, as amended, and incorporated herein by reference).
4.3	Form of Restricted Stock Unit Grant Notice and Restricted Stock Unit Agreement under the 2019 Equity Incentive Plan (filed herewith).
4.4	Form of Stock Option Grant Notice and Stock Option Agreement under the 2019 Equity Incentive Plan (filed herewith).
5.1	Opinion of Pepper Hamilton LLP as to the legality of securities originally registered with respect to the 2004 Equity Incentive Plan (Filed as Exhibit 5.1 to the Registrant's Registration Statement on Form S-8 (File No. 333-214260), filed with the Commission on October 26, 2016 and incorporated herein by reference).
5.2	Opinion of Pepper Hamilton LLP as to the legality of securities originally registered with respect to the 2004 Equity Incentive Plan (Filed as Exhibit 5.1 to the Registrant's Registration Statement on Form S-8 (File No. 333-224554), filed with the Commission on April 30, 2018 and incorporated herein by reference).
5.3	Opinion of Pepper Hamilton LLP (filed herewith).
23.1	Consent of BDO USA, LLP (filed herewith).
23.2	Consent of Pepper Hamilton LLP (included in Exhibit 5.3).
24.1	Power of Attorney (included on the signature page of this Post-Effective Registration Statement).

INTERPACE DIAGNOSTICS GROUP, INC. 2019 EQUITY INCENTIVE PLAN

RESTRICTED STOCK UNIT GRANT NOTICE AND RESTRICTED STOCK UNIT AGREEMENT

Interpace Diagnostics Group, Inc., a Delaware corporation (the "Company"), pursuant to its 2019 Equity Incentive Plan, as amended from time to time (the "Plan"), hereby grants to the individual listed below ("Participant") an award of the number of Restricted Stock Units set forth below (the "Restricted Stock Units"). The Restricted Stock Units are subject to the terms and conditions set forth in this Restricted Stock Unit Grant Notice (the "Grant Notice"), the Restricted Stock Unit Agreement attached hereto as Exhibit A (the "Agreement") and the Plan, each of which is incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Grant Notice and the Agreement.

Participant:	[_____]
Grant Date:	[_____]
Total Number of Restricted Stock Units:	[_____]
Vesting Schedule:	1/3 of the Restricted Stock Units shall vest on each of the first three anniversaries of the Grant Date

By Participant's signature below, Participant agrees to be bound by the terms and conditions of the Plan, the Agreement and the Grant Notice. Participant has reviewed the Agreement, the Plan and the Grant Notice in their entirety, has had an opportunity to obtain the advice of counsel prior to executing the Grant Notice and fully understands all provisions of the Grant Notice, the Agreement and the Plan.

INTERPACE DIAGNOSTICS GROUP, INC.	**PARTICIPANT**
Name: Jack Stover Title: CEO	Name:

EXHIBIT A
TO RESTRICTED STOCK UNIT GRANT NOTICE

RESTRICTED STOCK UNIT AGREEMENT

Pursuant to the Grant Notice to which this Agreement is attached, the Company has granted to Participant Restricted Stock Units under the Plan in an amount set forth in the Grant Notice.

1. Award of Restricted Stock Units. In consideration of Participant's past and/or continued employment with or service to the Company and for other good and valuable consideration, effective as of the Grant Date set forth in the Grant Notice, the Company has granted to Participant the number of Restricted Stock Units set forth in the Grant Notice, upon the terms and conditions set forth in the Grant Notice, the Plan and this Agreement. Each Restricted Stock Unit represents the right to receive one Share or, at the option of the Company, an amount of cash as set forth in Section 4(b), in either case, at the times and subjection to the conditions set forth herein. However, unless and until the Restricted Stock Units have vested, Participant will have no right to the payment of any Shares subject thereto. Prior to the actual delivery of any Shares, the Restricted Stock Units will represent an unsecured obligation of the Company, payable only from the general assets of the Company.

2. Date of Grant. The Restricted Stock Units are granted on the Grant Date.

3. Vesting of Restricted Stock Units. The Restricted Stock Units will become vested only in accordance with the terms and provisions of the Plan and this Agreement, as follows:

(a) Vesting. Subject to the continued service of the Participant by the Company through the relevant vesting dates, the Restricted Stock Units shall become vested in such amounts and at such times as are set forth in the Grant Notice.

(b) Service with Affiliates. Solely for purposes of this Agreement, service with the Company will be deemed to include service with any Affiliate of the Company (for only so long as such entity remains an Affiliate of the Company).

(c) Effect of Termination of Service on the Restricted Stock Units. If the Participant's service terminates or is terminated for any reason, the unvested portion of the Restricted Stock Units shall be forfeited immediately with no further compensation due to the Participant.

4. Distribution or Payment of Restricted Stock Units.

(a) The Restricted Stock Units shall be distributed in Shares (either in book-entry form or otherwise) or, at the option of the Company, paid in an amount of cash as set forth in Section 4(b), in either case, as soon as administratively practicable following the vesting of the applicable Restricted Stock Unit, and, in any event, within sixty (60) days following such vesting (for the avoidance of doubt, this deadline is intended to comply with the "short-term deferral" exemption from Section 409A of the Code). Notwithstanding the foregoing, the Company may delay a distribution or payment in settlement of Restricted Stock Units if it reasonably determines that such payment or distribution will violate federal securities laws or any other applicable law, provided that such distribution or payment shall be made at the earliest date at which the Company reasonably determines that the making of such distribution or payment will not cause such violation, as required by Proposed Treasury Regulation Section 1.409A-1(b)(4)(ii), and provided further that no payment or distribution shall be delayed under this Section 4(a) if such delay will result in a violation of Section 409A of the Code.

(b) In the event that the Company elects to make payment of the Restricted Stock Units in cash, the amount of cash payable with respect to each Restricted Stock Unit shall be equal to the Fair Market Value of a Share on the day immediately preceding the applicable distribution or payment date set forth in Section 4(a). All distributions made in Shares shall be made by the Company in the form of whole Shares, and any fractional Share shall be distributed in cash in an amount equal to the value of such fractional Share determined based on the Fair Market Value as of the date immediately preceding the date of such distribution.

5. Non-Transferability of Restricted Stock Units. The Restricted Stock Units may not be sold, pledged, assigned, hypothecated, gifted, transferred or disposed of in any manner either voluntarily or involuntarily by operation of law or otherwise, other than by will or by the laws of descent and distribution.

6. Investment Representations. The Participant represents and warrants to the Company that the Participant is acquiring the Restricted Stock Units (and upon settlement of the Restricted Stock Units, may be acquiring Shares) for investment for the Participant's own account, not as a nominee or agent, and not with a view to, or for resale in connection with, any distribution thereof. As a further condition to the settlement of the Restricted Stock Units, the Board may require that certain agreements, undertakings, representations, certificates, legends and/or information or other matters, as the Board may deem necessary or advisable, be executed, agreed to and/or provided to the Company to assure compliance with all such applicable laws or regulations.

7. Tax Consequences. The Participant acknowledges that the Company has not advised the Participant regarding the Participant's income tax liability in connection with the grant of the Restricted Stock Units and that the Company does not guarantee any particular tax treatment. The Participant acknowledges that the Participant has reviewed with the Participant's own tax advisors the tax treatment of the Restricted Stock Units and is relying solely on those advisors in that regard. The Participant understands that the Participant (and not the Company) will be responsible for the Participant's own tax liabilities arising in connection with the Restricted Stock Units.

8. No Continuation of Service. Neither the Plan nor this Agreement will confer upon the Participant any right to continue in the employment or service of the Company or any of its Affiliates, or limit in any respect the right of the Company or its Affiliates to discharge the Participant at any time, with or without Cause and with or without notice.

9. Withholding. The Company is hereby authorized to withhold from any consideration payable or property transferable to the Participant any taxes required to be withheld by applicable law in connection with the grant, vesting or settlement of the Restricted Stock Units or the disposition of the Shares subject to the Restricted Stock Units.

10. The Plan. The Participant has received a copy of the Plan, has read the Plan and is familiar with its terms, and hereby accepts the Restricted Stock Units subject to the terms and provisions of the Plan. Pursuant to the Plan, the Board is authorized to interpret the Plan and to adopt rules and regulations not inconsistent with the Plan as it deems appropriate. The Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Board with respect to questions arising under the Plan, the Grant Notice or this Agreement.

11. Entire Agreement. The Grant Notice and this Agreement, together with the Plan, and any other exhibits attached hereto, represents the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement, written or otherwise, relating to the subject matter hereof.

12. Amendment. Except as otherwise provided herein, in the Grant Notice or in the Plan, or as would otherwise not have a material adverse effect on the Participant, this Agreement may only be amended by a writing signed by each of the parties hereto.

13. Governing Law. This Agreement will be construed in accordance with the laws of the State of Delaware, without regard to the application of the principles of conflicts of laws.

14. Execution. The Grant Notice may be executed, including execution by facsimile signature, in one or more counterparts, each of which will be deemed an original, and all of which together shall be deemed to be one and the same instrument.

INTERPACE DIAGNOSTICS GROUP, INC. 2019 EQUITY INCENTIVE PLAN

STOCK OPTION GRANT NOTICE AND
STOCK OPTION AGREEMENT

Interpace Diagnostics Group, Inc., a Delaware corporation (the "Company"), pursuant to its 2019 Equity Incentive Plan, as amended from time to time (the "Plan"), hereby grants to the individual listed below ("Participant") an option to purchase the number of Shares set forth below (the "Option"). The Option is subject to the terms and conditions set forth in this Stock Option Grant Notice (the "Grant Notice"), the Stock Option Agreement attached hereto as Exhibit A (the "Agreement") and the Plan, each of which is incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Grant Notice and the Agreement.

Participant:	[_____]
Grant Date:	[_____]
Exercise Price Per Share:	[_____]
Total Number of Shares Subject to Option:	[_____]
Expiration Date:	[_____]
Type of Option:	[ ] Incentive Stock Option [ ] Non-Qualified Stock Option
Vesting Schedule:	1/3 of the Option shall vest on each of the first three anniversaries of the Grant Date

By Participant's signature below, Participant agrees to be bound by the terms and conditions of the Plan, the Agreement and the Grant Notice. Participant has reviewed the Agreement, the Plan and the Grant Notice in their entirety, has had an opportunity to obtain the advice of counsel prior to executing the Grant Notice and fully understands all provisions of the Grant Notice, the Agreement and the Plan.

INTERPACE DIAGNOSTICS GROUP, INC.	**PARTICIPANT**
Name: Jack Stover Title: CEO	Name:

EXHIBIT A
TO STOCK OPTION GRANT NOTICE

STOCK OPTION AGREEMENT

Pursuant to the Grant Notice to which this Agreement is attached, the Company has granted to Participant an Option under the Plan to purchase the number of Shares set forth in the Grant Notice.

1. Award of Option. In consideration of Participant's past and/or continued employment with or service to the Company and for other good and valuable consideration, effective as of the Grant Date set forth in the Grant Notice, the Company has granted to Participant the Option to purchase any part or all of the aggregate number of Shares set forth in the Grant Notice, upon the terms and conditions set forth in the Grant Notice, the Plan and this Agreement.

2. Date of Grant; Term of Option. The Option is granted on the Grant Date and may not be exercised later than the Expiration Date, subject to earlier termination in accordance with the Plan and this Agreement.

3. Option Exercise Price. The exercise price per Share of the Shares subject to the Option (the "Exercise Price") shall be as set forth in the Grant Notice.

4. Vesting and Exercise of Option. The Option will become vested and exercisable only in accordance with the terms and provisions of the Plan and this Agreement, as follows:

(a) Vesting. Subject to the continued service of the Participant by the Company through the relevant vesting dates, the Option shall become vested and exercisable in such amounts and at such times as are set forth in the Grant Notice.

(b) Service with Affiliates. Solely for purposes of this Agreement, service with the Company will be deemed to include service with any Affiliate of the Company (for only so long as such entity remains an Affiliate of the Company).

(c) Effect of Termination of Service on the Option.

(i) Forfeiture of Unvested Option. If the Participant's service terminates or is terminated for any reason, the unvested portion of the Option shall be forfeited immediately with no further compensation due to the Participant.

(ii) Vested Portion of the Option. If the Participant's service terminates or is terminated for any reason, the vested portion of the Option shall remain exercisable for such period as set forth in Section 7 of the Plan.

(d) Method of Exercise. The Participant may exercise the Option by delivering a written notice of exercise to the Company in accordance with Section 5(d) of the Plan.

(e) Partial Exercise. The Option may be exercised in whole or in part;*provided*, *however*, that any exercise may apply only with respect to a whole number of Shares.

(f) Restrictions on Exercise. The Option may not be exercised, and any purported exercise will be void, if the issuance of Shares upon such exercise would constitute a violation of any law, regulation or exchange listing requirement. The Board may from time to time modify the terms of the Option or impose additional conditions on the exercise of the Option as it deems necessary or appropriate to facilitate compliance with any law, regulation or exchange listing requirement. As a further condition to the exercise of the Option, the Company may require the Participant to make any representation or warranty as may be required by or advisable under any applicable law or regulation.

5. Non-Transferability of Option. The Option may not be sold, pledged, assigned, hypothecated, gifted, transferred or disposed of in any manner either voluntarily or involuntarily by operation of law or otherwise, other than by will or by the laws of descent and distribution.

6. Investment Representations. The Participant represents and warrants to the Company that the Participant is acquiring the Option (and upon exercise of the Option, will be acquiring Shares) for investment for the Participant's own account, not as a nominee or agent, and not with a view to, or for resale in connection with, any distribution thereof. As a further condition to the exercise of the Option, the Board may require that certain agreements, undertakings, representations, certificates, legends and/or information or other matters, as the Board may deem necessary or advisable, be executed, agreed to and/or provided to the Company to assure compliance with all such applicable laws or regulations.

7. Tax Consequences. The Participant acknowledges that the Company has not advised the Participant regarding the Participant's income tax liability in connection with the grant of the Option and that the Company does not guarantee any particular tax treatment. The Participant acknowledges that the Participant has reviewed with the Participant's own tax advisors the tax treatment of the Option (including the purchase and sale of Shares subject hereto) and is relying solely on those advisors in that regard. The Participant understands that the Participant (and not the Company) will be responsible for the Participant's own tax liabilities arising in connection with the Option.

8. No Continuation of Service. Neither the Plan nor this Agreement will confer upon the Participant any right to continue in the employment or service of the Company or any of its Affiliates, or limit in any respect the right of the Company or its Affiliates to discharge the Participant at any time, with or without Cause and with or without notice.

9. Withholding. The Company is hereby authorized to withhold from any consideration payable or property transferable to the Participant any taxes required to be withheld by applicable law in connection with the grant, vesting or exercise of the Option or the disposition of the Shares subject to the Option.

10. The Plan. The Participant has received a copy of the Plan, has read the Plan and is familiar with its terms, and hereby accepts the Option subject to the terms and provisions of the Plan. Pursuant to the Plan, the Board is authorized to interpret the Plan and to adopt rules and regulations not inconsistent with the Plan as it deems appropriate. The Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Board with respect to questions arising under the Plan, the Grant Notice or this Agreement.

11. Entire Agreement. The Grant Notice and this Agreement, together with the Plan, and any other exhibits attached hereto, represents the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement, written or otherwise, relating to the subject matter hereof.

12. Amendment. Except as otherwise provided herein, in the Grant Notice or in the Plan, or as would otherwise not have a material adverse effect on the Participant, this Agreement may only be amended by a writing signed by each of the parties hereto.

13. Governing Law. This Agreement will be construed in accordance with the laws of the State of Delaware, without regard to the application of the principles of conflicts of laws.

14. Execution. The Grant Notice may be executed, including execution by facsimile signature, in one or more counterparts, each of which will be deemed an original, and all of which together shall be deemed to be one and the same instrument.

15. Incentive Stock Options. Participant acknowledges that to the extent the aggregate Fair Market Value of Shares (determined as of the time the option with respect to the Shares is granted) with respect to which Incentive Stock Options, including the Option (if applicable), are exercisable for the first time by Participant during any calendar year exceeds $100,000 or if for any other reason such Incentive Stock Options do not qualify or cease to qualify for treatment as "incentive stock options" under Section 422 of the Code, such Incentive Stock Options shall be treated as Non-Qualified Stock Options. Participant further acknowledges that the rule set forth in the preceding sentence shall be applied by taking the Option and other stock options into account in the order in which they were granted, as determined under Section 422(d) of the Code and the Treasury Regulations thereunder. Participant also acknowledges that an Incentive Stock Option exercised more than three months after Participant's termination of service, other than by reason of death or disability, will be taxed as a Non-Qualified Stock Option.

16. Notification of Disposition. If the Option is designated as an Incentive Stock Option, Participant shall give prompt written notice to the Company of any disposition or other transfer of any Shares acquired under this Agreement if such disposition or transfer is made (a) within two years from the Grant Date or (b) within one year after the transfer of such Shares to Participant. Such notice shall specify the date of such disposition or other transfer and the amount realized, in cash, other property, assumption of indebtedness or other consideration, by Participant in such disposition or other transfer.

Exhibit 5.3

Pepper Hamilton LLP
Attorneys at Law

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212.808.2700
Fax 212.286.9806

October 22, 2019

Interpace Diagnostics Group, Inc.
Morris Corporate Center 1, Building C
300 Interpace Parkway
Parsippany, NJ 07054

Re: Post-Effective Amendment No. 1 to Registration Statement on Form S-8

Ladies and Gentlemen:

Reference is made to the Post-Effective Amendment No. 1 to the Registration Statement on Form S-8 (the "Post-Effective Registration Statement") of Interpace Diagnostics Group, Inc., a Delaware corporation (the "Company"), filed on the date hereof with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"). The Post-Effective Registration Statement covers 6,150,000 shares (the "2004 Rollover Shares") of the Company's common stock, par value $0.01 per share (the "Common Stock"), that may potentially be issued under the Company's 2019 Equity Incentive Plan (the "2019 Equity Incentive Plan"), such 2004 Rollover Shares having originally been authorized for issuance under the Company's Amended and Restated 2004 Stock Award and Incentive Plan (the " 2004 Equity Incentive Plan").

We have examined the Post-Effective Registration Statement, including the exhibits thereto, the Certificate of Incorporation, as amended, the Amended and Restated By-laws of the Company, the 2004 Equity Incentive Plan, the 2019 Equity Incentive Plan, resolutions adopted by the Company's Board of Directors relating to the 2019 Equity Incentive Plan, the proposal adopted by the stockholders of the Company relating to the 2019 Equity Incentive Plan at the Company's 2019 Annual Meeting of Stockholders on October 10, 2019 (the "2019 Annual Meeting of Stockholders"), the Company's Current Report on Form 8-K filed with the Commission on October 15, 2019, reporting the results of matters voted on by the Company's stockholders at the 2019 Annual Meeting of Stockholders and such other documents as we have deemed appropriate in rendering this opinion. In our examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the authenticity of all documents submitted to us as copies of originals.

Based on the foregoing, we are of the opinion that the Rollover Shares, when issued and paid for in accordance with the terms of the 2019 Equity Incentive Plan, will be legally issued, fully paid and non-assessable.

This opinion is being furnished to the Company solely for submission to the Commission as an exhibit to the Post-Effective Registration Statement and, accordingly, may not be relied upon, quoted in any manner, or delivered to any other person or entity without, in each instance, our prior written consent.

We express no opinion herein as to the law of any state or jurisdiction other than the General Corporation Law of the State of Delaware, including statutory provisions and all applicable provisions of the Constitution of the State of Delaware and reported judicial decisions interpreting such laws of the State of Delaware and the federal laws of the United States of America.

We assume no obligation to supplement this opinion if any applicable law changes after the date hereof or if we become aware of any fact that might change the opinion expressed herein after the date hereof.

We hereby consent to the filing of this opinion as an exhibit to the Post-Effective Registration Statement. In giving such consent, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Act or the rules or regulations of the Commission thereunder.

Very truly yours,

/s/ Pepper Hamilton LLP

Pepper Hamilton LLP

Consent of Independent Registered Public Accounting Firm

Interpace Diagnostics Group, Inc.
Parsippany, New Jersey

We hereby consent to the incorporation by reference in the Prospectus constituting a part of this Amendment No. 1 to the Registration Statement of our report dated March 21, 2019, relating to the consolidated financial statements, and schedule of Interpace Diagnostics Group, Inc. appearing in the Company's Annual Report on Form 10-K for the year ended December 31, 2018.

/s/ BDO USA LLP

BDO USA, LLP
Woodbridge, New Jersey

October 21, 2019

Consent of Independent Registered Public Accounting Firm

Interpace Diagnostics Group, Inc.
Parsippany, New Jersey

We hereby consent to the incorporation by reference in the Prospectus constituting a part of this Amendment No. 1 to the Registration Statement of our report dated September 19, 2019, relating to the special purpose financial statements of BioPharma, a business of Cancer Genetics, appearing in the Company's Current Report on Form 8-K/A filed on September 20, 2019.

/s/ BDO USA LLP

BDO USA, LLP
Woodbridge, New Jersey

October 21, 2019