

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409479

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Redpath Equityholder Representative, LLC		10/30/2015	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PDI, Inc.		
Street Address:	300 Interpace Parkway, Morris Corporate Center 1 & Bldg A		
City:	Parsippany		
State/Country:	NEW JERSEY		
Postal Code:	07054		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3617915	PDI	
Registration Number:	3617916	PDI	
Registration Number:	3344703		
Registration Number:	4593299	PD ONE	
Registration Number:	4593300	PD ONE	
Serial Number:	86227209	PD ONE REP	
CORRESPONDENCE DATA			
Fax Number:	2124684888		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2124684800		
Email:	jkatz@dglaw.com		
Correspondent Name:	Jeffrey C. Katz		
Address Line 1:	Davis & Gilbert LLP, 1740 Broadway		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	23032-1-34		
NAME OF SUBMITTER:	Jeffrey C. Katz		
SIGNATURE:	/Jeffrey C. Katz/		
DATE SIGNED:	12/19/2016		

CH \$165.00 3617915

Total Attachments: 8

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LIMITED WAIVER, CONSENT AND AMENDMENT NO. 2 TO NOTE

This Limited Waiver, Consent and Amendment No. 2 to Note ("Waiver and Consent"), dated as of October 30, 2015, is entered into by and among Redpath Equityholder Representative, LLC, a Delaware limited liability company ("Payee"), PDI, Inc., a Delaware corporation ("PDI") and Interpace Diagnostics, LLC a Delaware limited liability company ("Parent" and together with PDI, the "PDI Parties"). Capitalized terms used but not defined herein shall have the meanings set forth in the Subordination Agreement (as defined below).

WHEREAS, the PDI Parties entered into a Non-Negotiable Subordinated Secured Promissory Note dated October 31, 2014 (as amended by that certain Amendment No. 1 to Note dated as of July 30, 2015, the "Redpath Subordinated Note") in favor of Payee in the principal amount of [REDACTED] (the "Subordinated Debt").

[REDACTED]

[REDACTED]

WHEREAS, PDI desires to enter into an Asset Purchase Agreement (the "APA") by and between PDI and Publicis Touchpoint Solutions, Inc. (the "Purchaser") pursuant to which PDI shall sell and Purchaser shall purchase substantially all of the assets, the goodwill and ongoing business comprising PDI's commercial services business focused on providing outsourced pharmaceutical, biotechnology, medical device and diagnostic sales teams, medical science liaison and clinical nurse educator teams and the PDone digital sales platform to the Seller's corporate customers (the "CSB Collateral") upon the terms and conditions set forth in the APA (the "CSB Transaction");

WHEREAS, the PDI Parties have requested that Payee consent to the CSB Transaction;

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2. Consent to CSB Transaction; Acknowledgement of Lien Release. Payee hereby consents to the CSB Transaction in accordance with the terms of the APA. Payee acknowledges that upon

consummation of the CSB Transaction in accordance with the terms of the APA, all of Payee's
liens in the CSB Collateral shall be released.

[REDACTED]

[REDACTED]

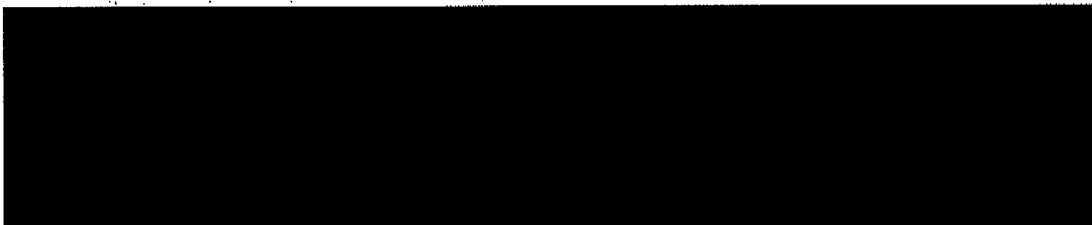
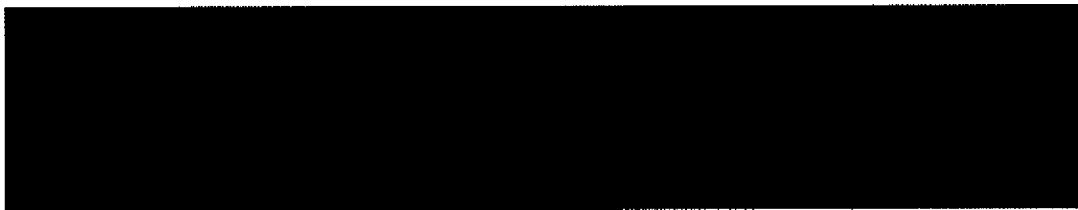
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



12. Counterparts. This Waiver and Consent may be executed in any number of counterparts, all of which shall constitute one and the same document, and any party hereto may execute this Waiver and Consent by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Waiver and Consent electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Waiver and Consent.

[SIGNATURE PAGE FOLLOWS]

The undersigned has executed this Waiver and Consent as of the date first above written.

**REDPATH EQUITYHOLDER REPRESENTATIVE,
LLC**

By: Brian B. McIlphey
Name: Brian B. McIlphey
Title: General Partner

PDI, INC.

By: _____
Name: Nancy Lurker
Title: Chief Executive Officer

The undersigned hereby acknowledges Sections 4 and 5 above on the date first above written.

INTERFACE DIAGNOSTICS, LLC

By: _____
Name:
Title:

The undersigned has executed this Waiver and Consent as of the date first above written.

**REDPATH EQUITYHOLDER REPRESENTATIVE,
LLC**

By: _____
Name:
Title:

PDI, INC.


By: *Nancy Lurker*
Name: Nancy Lurker
Title: Chief Executive Officer



The undersigned hereby acknowledges Sections 4 and 5 above on the date first above written.

INTERPACE DIAGNOSTICS, LLC

By: *Nancy Lurker*
Name: Nancy Lurker
Title: President and Chief Executive Officer

Trademarks

Owner	Mark	Country	App. No. Reg. No.
Interpace Diagnostics	MIRINFORM	US	77/447,187 3,546,361
Interpace Diagnostics	MIRINFORM	US	85/067,844 4,071,426
Interpace Diagnostics	MIRINFORM	US	85/067,850 4,071,427
Interpace Diagnostics	MIRINFORM	MP (CN)	A0035669 1162299
Interpace Diagnostics	MIRINFORM	MP (CN)	A0035671 11621785
Group DCA, LLC	DIAGRAM	US	85/145,671 3,970,284
Group DCA, LLC	CUECARD	US	78/826,562 3,486,366
Group DCA, LLC	PD ONE	US	85/567,143 4,593,300
Group DCA, LLC	PD ONE	US	85/567,130 4,593,299
Interpace Diagnostics, LLC	BaraGen	US	86/390,390 n/a
Interpace Diagnostics, LLC	THYMIRA	US	86/370,332 n/a
Interpace Diagnostics, LLC	THYRAMIR	US	86/370,328 n/a
Interpace Diagnostics, LLC	PancaGEN	US	86/370,325 n/a
Interpace Diagnostics, LLC	ThyGenX	US	86/365,003 n/a
Interpace Diagnostics, LLC	PANCRAMIR	US	86/357,914 n/a
Interpace Diagnostics LLC		US	86/290,079 n/a
Interpace	POWER IN	US	86/325,980

Owner	Mark	Country	App. No Reg. No.
Diagnostics LLC	PERFORMANCE		n/a
PDI, Inc.	INTERPACE DIAGNOSTICS	US	86/130,866 n/a
PDI, Inc.		US	76/630,045 3,617,915
PDI, Inc.		US	76/630,047 3,344,703
PDI, Inc.	PDI	US	76/630,046 3,617,916
PDI, Inc.	PD ONE REP	US	86/227,209 n/a
PDI, Inc.	THE MEDICAL BUZZ	US	85/930,489 4465320
PDI, Inc.	THE MEDICAL BAG	US	85/929,050 n/a
PDI, Inc.	WHAT KILLED 'EM	US	85/930,510 4,465,321
PDI, Inc.	DESPICABLE DOCTORS	US	85/930,412 4465315
PDI, Inc.	COMIC SEIZURE	US	85/930,420 4465316
PDI, Inc.	HCP ECOSYSTEM	US	85/971374 n/a
PDI, Inc.	INTERPACE DIAGNOSTICS	US	86/130866

Mask Works

none