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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM409479

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

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.

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

TRADEMARK REEL: 005939 FRAME: 0768

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 ("Pavee"), 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).

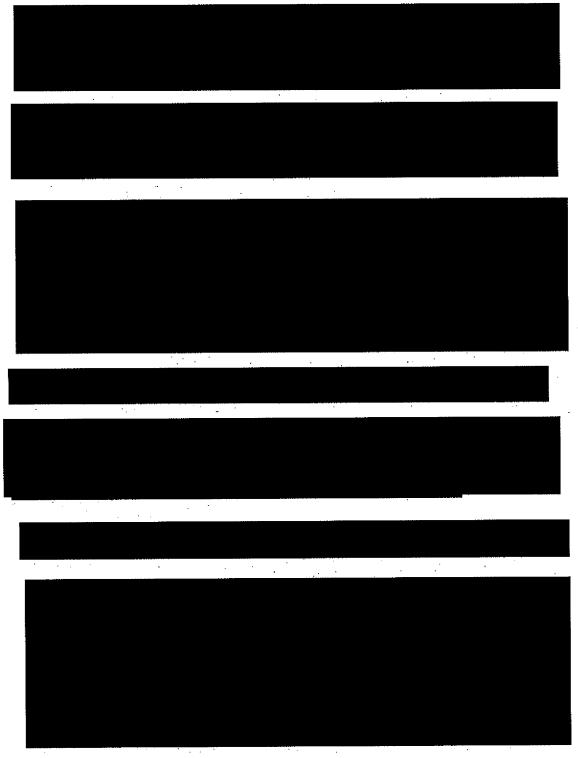
WHEREAS, the PDI Parties entered into a Non-Negotiable Subordinated Secured Promissory Note dated October 31, 2014 (as amended by that certain Amendment No. 1 to Note dated as of July 30, 2015, the "Redpath Subordinated Note") in favor of Payee in the principal amount of the "Subordinated Debt").



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 engoing 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;

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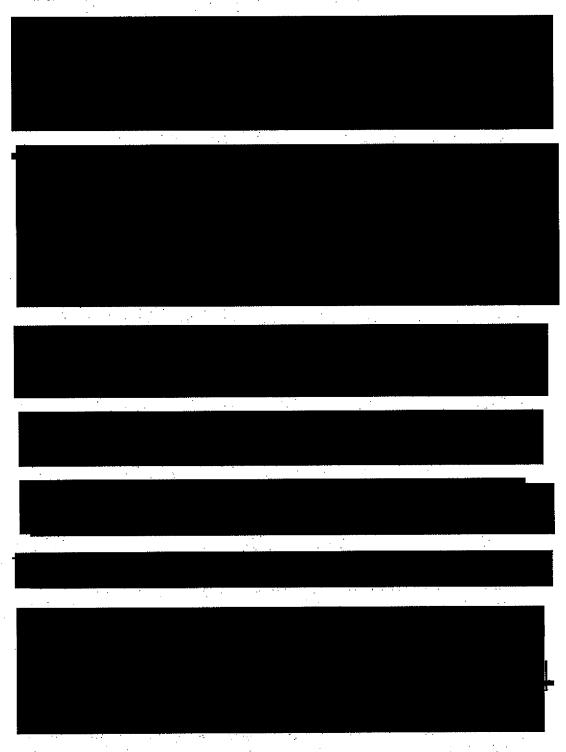


2. <u>Consent to CSB Transaction; Acknowledgement of Lien Release</u>. Payee hereby consents to the CSB Transaction in accordance with the terms of the APA. Payee acknowledges that upon

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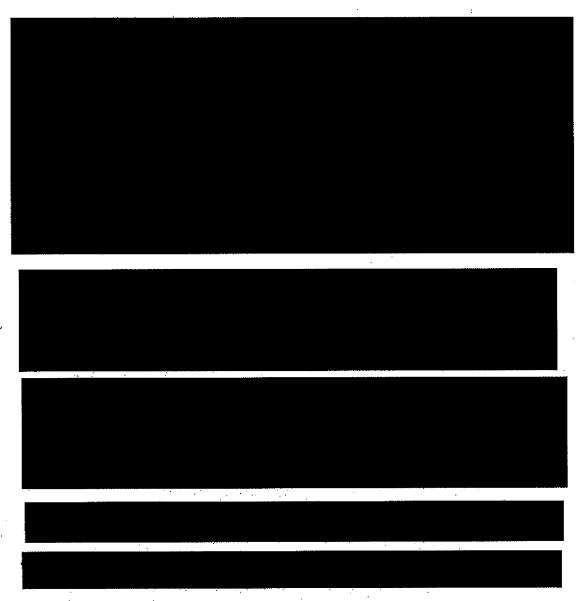
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consummation of the CSB Transaction in accordance with the terms of the APA, all of Payee's liens in the CSB Collateral shall be released.



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12. <u>Counterparts</u>. 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]

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REDPATH EQUITYHOLDER REPRESENTATIVE,
LLC

By: Sold of Market

Title: General Panket

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.

INTERPACE DIAGNOSTICS, LLC

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

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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.

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

Name: Nancy Lurker

Title: President and Chief Executive Officer

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Trademarks

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