As filed with the Securities and Exchange Commission on December 20, 2017

Registration No. 333-[*]

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-1
REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

HOOPER HOLMES, INC.

(Exact Name of Registrant as Specified in Its Charter)

New York	**8090**	**22-1659359**
(State or Other Jurisdiction of Incorporation or Organization)	*(Primary Standard Industrial Classification Number)*	*(IRS Employer Identification Number)*

560 N. Rogers Road
Olathe, KS 66062
(913) 764-1045

(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

Henry Dubois
Chief Executive Officer
Hooper Holmes, Inc.
560 N. Rogers Road
Olathe, KS 66062
(913) 764-1045

(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent for Service)

Copies of Communications to:

Peter Mirakian III, Esq.
Spencer Fane LLP
1000 Walnut Street, Suite 1400
Kansas City, MO 64106
(816) 474-8100

Approximate date of commencement of proposed sale to the public: **From time to time after this registration statement becomes effective, as determined by the selling stockholders**.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box: ☒

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering: ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering: ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering: ☐

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. (Check one):

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☐ (Do not check if a smaller reporting company)	Smaller reporting company	☒
		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. ☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered (1)(2)	Proposed Maximum Offering Price Per Share(3)	Proposed Maximum Aggregate Offering Price(3)	Amount of Registration Fee
Common Stock, par value $0.04 per share	4,091,783	$0.67	**$2,741,494**	**$341.32**

(1) Represents shares of Common Stock, par value $0.04 per share, which may be sold by the selling stockholders named in this registration statement. Pursuant to Rule 416 of the Securities Act of 1933, as amended, this registration statement also covers such an indeterminate amount of shares of Common Stock as may become issuable to prevent dilution resulting from stock splits, stock dividends and similar events.

(2) Represents: (i) 450,000 shares previously issued to Lincoln Park Capital Fund, LLC, one of the selling shareholder named in this registration statement, (ii) 3,591,783 shares that have been reserved for issuance pursuant to a common stock purchase agreement with Lincoln Park Capital Fund, LLC, and (iii) 50,000 shares previously issued to Aracle SPF V, LLC.

(3) Calculated pursuant to Rule 457(c), solely for the purpose of computing the amount of the registration fee, on the basis of the average of the high and low prices of the registrant's Common Stock quoted on the OTCQX Market operated by the OTC Markets Group, Inc. on December 19, 2017.

SUBJECT TO COMPLETION, DATED DECEMBER 20, 2017

PRELIMINARY PROSPECTUS

UP TO 4,091,783 SHARES OF COMMON STOCK

This prospectus covers the offer and sale of up to 4,091,783 shares of our common stock, $0.04 par value per share, by Lincoln Park Capital Fund, LLC, also referred to as Lincoln Park, and Aracle SPF V, LLC, also referred to as Aracle, the selling stockholders named in this prospectus.

The shares of our common stock being offered by Lincoln Park have been or may be issued pursuant to the purchase agreement dated August 31, 2017, as amended, that we entered into with Lincoln Park, which we refer to in this prospectus as the Purchase Agreement. Please refer to the section of this prospectus entitled "The Lincoln Park Transaction" for a description of the Purchase Agreement and the section entitled "Selling Stockholders" for additional information regarding Lincoln Park and Aracle, which we refer to in this prospectus collectively as the Selling Stockholders. The prices at which the Selling Stockholders may sell the shares will be determined by the prevailing market price for the shares or in negotiated transactions.

We are not selling any securities under this prospectus and will not receive any of the proceeds from the sale of the shares by the Selling Stockholders.

The Selling Stockholders may sell the shares of our common stock described in this prospectus in a number of different ways and at varying prices. We provide more information about how the Selling Stockholders may sell or otherwise dispose of their shares of common stock in the section entitled "Plan of Distribution." The Selling Stockholders will pay all brokerage fees and commissions and similar expenses. We will pay all expenses (except brokerage fees and commissions and similar expense) relating to the registration of the shares with the Securities and Exchange Commission. Lincoln Park is an "underwriter" within the meaning of Section 2(a)(11) of the Securities Act of 1933, as amended.

Our common stock is currently quoted on the OTCQX Market operated by the OTC Markets Group, Inc. under the ticker symbol "HPHW." On December 19, 2017, the last reported sale price of our common stock on the OTCQX Market operated by the OTC Markets Group, Inc. was $0.64 per share.

Investing in our securities involves a high degree of risk. In reviewing this prospectus, you should consider carefully the risks and uncertainties in the section entitled "Risk Factors" beginning on page 6 of this prospectus.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense. The securities are not being offered in any jurisdiction where the offer is not permitted.

The date of this prospectus is December 20, 2017.

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We incorporate by reference important information into this prospectus. You may obtain the information incorporated by reference without charge by following the instructions under the section of this prospectus entitled "Where You Can Find More Information". You should carefully read this prospectus as well as additional information described under the section of this prospectus entitled "Incorporation by Reference," before deciding to invest in our common shares.

Unless the context otherwise requires, the terms "Hooper," "we," "us," "our" and the "Company" in this prospectus refer to Hooper Holmes, Inc., a New York corporation, and "this offering" refers to the offering contemplated in this prospectus.

We have not, and the Selling Stockholders have not, authorized anyone to provide you with information other than that contained or incorporated by reference in this prospectus and any applicable prospectus supplement or amendment. We have not, and the Selling Stockholders have not, authorized any person to provide you with different information. This prospectus is not an offer to sell, nor is it an offer to buy, these securities in any jurisdiction where the offer is not permitted. The information contained or incorporated by reference in this prospectus and any applicable prospectus supplement or amendment is accurate only as of its date. Our business, financial condition, results of operations, and prospects may have changed since that date.

PROSPECTUS SUMMARY

The items in the following summary are described in more detail later in this prospectus. This summary provides an overview of selected information and does not contain all of the information you should consider in making your investment decision. Therefore, you should read the entire prospectus carefully before investing in our securities. Investors should carefully consider the information set forth under "Risk Factors" beginning on page 6 of this prospectus. In this prospectus, unless the context otherwise requires, the terms "Company," "we," "us" and "our" refer to the ongoing business operations of Hooper Holmes, Inc. and its subsidiaries.

Overview

Hooper Holmes, Inc. is a New York corporation. Our principal executive offices are located at 560 N. Rogers Road, Olathe, Kansas 66062. Our telephone number is (913) 764-1045.

Our Business

Our Company was founded in 1899. We are a publicly-traded New York corporation whose shares of common stock are quoted on the OTCQX Market operated by the OTC Markets Group, Inc. under the ticker symbol "HPHW." Our corporate headquarters are located in Olathe, Kansas. Over the last 40+ years, our business focus has been on providing health risk assessment services. With the acquisition of Accountable Health Solutions, Inc. ("AHS") (the "Acquisition") in 2015, we expanded our service offerings to provide corporate wellness and health improvement services. Our merger with Provant Health Solutions, LLC in May 2017 increased the depth and breadth of our health risk assessment, corporate wellness, and health improvement services. This uniquely positions us to transform and capitalize on the large and growing health and wellness market as one of the only publicly-traded, end-to-end health and wellness companies.

We provide on-site screenings and flu shots, laboratory testing, risk assessment, and sample collection services to individuals as part of comprehensive health and wellness programs offered through organizations sponsoring such programs including corporate and government employers, health plans, hospital systems, health care management companies, wellness companies, brokers and consultants, disease management organizations, reward administrators, third party administrators, clinical research organizations and academic institutions. Through our comprehensive health and wellness services, we also provide telephonic health coaching, access to a wellness portal with individual and team challenges, data analytics, and reporting services. We contract with health professionals to deliver these services nationwide, all of whom are trained and certified to deliver quality service. We leverage our national network of health professionals to support the delivery of other similar products and services.

The majority of large employers that offer health benefits today also offer at least some wellness programs in an effort to promote employee health and productivity as well as to reduce health related costs. Through screenings, plan sponsors help employees learn of existing and/or potential health risks. Through corporate wellness, they provide education and health improvement tools and personalized challenges. Program sponsors also gain the ability to systematically reward employees for good, healthy behaviors and for actual health enhancement metrics. Some common examples of these rewards include reductions in annual medical premiums, contributions to an employee's Health Savings Account (HSA), and credits that are redeemable through an online merchandise mall. By combining both the screening and corporate wellness services under a single organization, we create a seamless, end-to-end experience for members that drives improved engagement and outcomes for our clients.

Today, we service approximately 200 clients representing nearly 3,000 employers and up to 3,000,000 eligible members. In 2016, we delivered nearly 500,000 screenings and are on track to continue year-over-year revenue growth through a combination of our direct, channel partner, and clinical research organization partners as well as through the addition of new customers and the merger with Provant.

We operate under one reporting segment. Our screening and flu shot services are subject to seasonality, with the third and fourth quarters typically being our strongest quarters due to increased demand for screenings and flu shots from mid-September through November related to annual benefit renewal cycles. Our health and wellness service operations are more constant, though there are some variations due to the timing of the health coaching programs which are billed per participant and typically start shortly after the conclusion of onsite screening events. In addition to our screening and health and wellness services, we generate ancillary revenue through the assembly of medical kits for sale to third parties.

We believe that the overall market for our screening and health and wellness services is growing and we expect it will continue to grow with the increased nationwide focus on healthcare, cost-containment and well-being/productivity initiatives.

The financial statements included in our Quarterly Report on Form 10-Q for the period ended September 30, 2017, filed with the SEC on November 14, 2017, were prepared assuming that we will continue as a going concern (which contemplates the realization of assets and discharge of liabilities in the normal course of business for the foreseeable future); however, our recurring losses from operations, negative cash flows from operations, and other related liquidity concerns raise substantial doubt about our ability to continue as a going concern within one year after issuance date of the financial statements. The financial statements do not include any adjustments that might result from the outcome of this uncertainty. See Note 2 to the condensed consolidated financial statements included in our Quarterly Report on Form 10-Q for the period ended September 30, 2017, filed with the SEC on November 14, 2017, and within the heading “Liquidity and Capital Resources” below for further discussion.

Risks Associated with Our Business

Our ability to implement our business strategy is subject to numerous risks that you should be aware of before making an investment decision. These risks are described more fully in the section entitled “Risk Factors” immediately following this prospectus summary.

THE OFFERING

Common Stock to be offered by the Selling Stockholders	Up to 4,091,783 shares of our common stock, as follows: • 450,000 shares of common stock issued to Lincoln Park on August 31, 2017, in connection with our entry into the Purchase Agreement, as an initial commitment fee; • Up to 3,591,783 shares of common stock that may be issued and sold to Lincoln Park pursuant to the Purchase Agreement; and • 50,000 shares issued to Aracle on August 31, 2017, in connection with its consent to our entering into the Purchase Agreement.
Common Stock outstanding prior to this offering	26,768,498 shares, as of December 19, 2017
Common Stock to be outstanding after this offering	30,360,281 shares (assuming the issuance of all of the shares that may be issued after the date of this prospectus under the Purchase Agreement that are being offered by this prospectus).
Use of Proceeds	We will receive no proceeds from the sale of shares of our common stock by the Selling Stockholders in this offering. We may receive up to $10,000,000 in aggregate gross proceeds under the Purchase Agreement from any sales we make to Lincoln Park pursuant to the Purchase Agreement after the date of this prospectus. Any proceeds that we receive from sales to Lincoln Park under the Purchase Agreement will be used for working capital and general corporate purposes. See "Use of Proceeds."
Risk factors	This investment involves a high degree of risk. See "Risk Factors" for a discussion of factors you should consider carefully before making an investment decision.
Symbol on the OTCQX Market operated by the OTC Markets Group, Inc.	"HPHW"

On August 31, 2017, we entered into a purchase agreement with Lincoln Park, which we refer to in this prospectus as the "Purchase Agreement," pursuant to which Lincoln Park has agreed to purchase from us up to an aggregate of $10,000,000 of our common stock (subject to certain limitations) from time to time over the term of the Purchase Agreement. Also on August 31, 2017, we entered into a registration rights agreement with Lincoln Park, which we refer to in this prospectus as the "Registration Rights Agreement," pursuant to which we have filed with the SEC the registration statement that includes this prospectus to register for resale under the Securities Act of 1933, as amended, or the "Securities Act," the shares of our common stock that have been or may be issued to Lincoln Park under the Purchase Agreement. Pursuant to the terms of the Purchase Agreement, at the time we signed the Purchase Agreement and the Registration Rights Agreement, we issued 450,000 shares of our common stock to Lincoln Park as consideration for its commitment to purchase shares of our common stock under the Purchase Agreement, which

we refer to in this prospectus as the "Commitment Shares". In addition, in connection with a required consent for us to enter into the Purchase Agreement, we issued 50,000 shares to Aracle that are subject to resale as described in this prospectus. On November 30, 2017, we amended the Purchase Agreement and the Registration Rights Agreement to, among other things, extend the period within which we must file with the SEC the registration statement that includes this prospectus.

We do not have the right to commence any sales of our common stock to Lincoln Park under the Purchase Agreement until certain conditions set forth in the Purchase Agreement, all of which are outside of Lincoln Park's control, have been satisfied, including that the SEC has declared effective the registration statement that includes this prospectus. Thereafter, we may, from time to time and at our sole discretion, direct Lincoln Park to purchase shares of our common stock in amounts up to 25,000 shares on any single business day, subject to a maximum of $500,000 per purchase, plus other "accelerated amounts" and/or "additional amounts" under certain circumstances. We will control the timing and amount of any sales of our common stock to Lincoln Park. The purchase price of the shares that may be sold to Lincoln Park under the Purchase Agreement will be based on the market price of our common stock preceding the time of sale as computed under the Purchase Agreement. The purchase price per share will be equitably adjusted for any reorganization, recapitalization, non-cash dividend, stock split, or other similar transaction occurring during the business days used to compute such price. We may at any time in our sole discretion terminate the Purchase Agreement without fee, penalty or cost upon one business days' notice. There are no restrictions on future financings, rights of first refusal, participation rights, penalties or liquidated damages in the Purchase Agreement or Registration Rights Agreement, other than a prohibition on entering into a "Variable Rate Transaction," as defined in the Purchase Agreement. Lincoln Park may not assign or transfer its rights and obligations under the Purchase Agreement.

As of December 19, 2017, there were 26,768,498 shares of our common stock outstanding, of which 12,275,350 shares were held by non-affiliates, excluding the 450,000 Commitment Shares that we have already issued to Lincoln Park under the Purchase Agreement and the 50,000 shares that we that we issued to Aracle in connection with its consent to our entering into the Purchase Agreement. Although the Purchase Agreement provides that we may sell up to $10,000,000 of our common stock to Lincoln Park, only 4,091,783 shares of our common stock are being offered under this prospectus, which represents: (i) 450,000 shares that we already issued to Lincoln Park as a commitment fee for making the commitment under the Purchase Agreement, (ii) an additional 3,591,783 shares which may be issued to Lincoln Park in the future under the Purchase Agreement, if and when we sell shares to Lincoln Park under the Purchase Agreement, and (iii) 50,000 shares that we issued to Aracle in connection with its consent to our entering into the Purchase Agreement. Depending on the market prices of our common stock at the time we elect to issue and sell shares to Lincoln Park under the Purchase Agreement, we may need to register for resale under the Securities Act additional shares of our common stock in order to receive aggregate gross proceeds equal to the $10,000,000 total commitment available to us under the Purchase Agreement. If all of the 4,091,783 shares offered by the Selling Stockholders under this prospectus were issued and outstanding as of the date hereof, such shares would represent 13.48% of the total number of shares of our common stock outstanding and 33.33% of the total number of outstanding shares held by non-affiliates, in each case as of the date hereof. If we elect to issue and sell more than the 3,591,783 shares offered under this prospectus to Lincoln Park, which we have the right, but not the obligation, to do, we must first register for resale under the Securities Act any such additional shares, which could cause additional substantial dilution to our stockholders. The number of shares ultimately offered for resale by Lincoln Park is dependent upon the number of shares we sell to Lincoln Park under the Purchase Agreement.

The Purchase Agreement also prohibits us from directing Lincoln Park to purchase any shares of our common stock if those shares, when aggregated with all other shares of our common stock then beneficially owned by Lincoln Park and its affiliates, would result in Lincoln Park and its affiliates having beneficial ownership, at any single point in time, of more than 9.99% of the then total outstanding shares of our common stock, as calculated pursuant to Section 13(d) of the Securities Exchange Act of 1934, as amended, or the "Exchange Act," and Rule 13d-3 thereunder, which limitation we refer to as the "Beneficial Ownership Cap".

Issuances of our common stock in this offering will not affect the rights or privileges of our existing stockholders, except that the economic and voting interests of each of our existing stockholders will be diluted as a result of any such issuance. Although the number of shares of our common stock that our existing stockholders own will not decrease, the shares owned by our existing stockholders will represent a smaller percentage of our total outstanding shares after any such issuance to Lincoln Park.

RISK FACTORS

Investing in our securities involves a high degree of risk. Before investing in our securities, you should carefully consider the risks, uncertainties and assumptions described below and discussed under the heading "Risk Factors" included in our most recent Annual Report on Form 10-K for the year ended December 31, 2016, filed with the SEC on March 9, 2017, as amended by Amendment No. 1 on Form 10-K/A, filed with the SEC on May 1, 2017, as further amended by Amendment No. 2 on Form 10-K/A, filed with the SEC on May 25, 2017, and as further amended by Amendment No. 3 on Form 10-K/A, filed with the SEC on June 16, 2017, our Quarterly Report on Form 10-Q for the period ended March 31, 2017, filed with the SEC on May 15, 2017, our Quarterly Report on Form 10-Q for the period ended June 30, 2017, filed with the SEC on August 14, 2017, and our Quarterly Report on Form 10-Q for the period ended September 30, 2017, filed with the SEC on November 14, 2017, which are incorporated by reference into this prospectus, and which may be amended, supplemented or superseded from time to time by other reports we file with the SEC in the future. Our business, financial condition, results of operations and future growth prospects could be materially and adversely affected by any of these risks. In these circumstances, the market price of our common stock could decline, and you may lose all or part of your investment. Please see "Cautionary Note Regarding Forward-Looking Statements" and "Incorporation by Reference."

Risks Related to This Offering

The sale or issuance of our common stock to Lincoln Park may cause dilution and the sale of the shares of our common stock acquired by Lincoln Park, or the perception that such sales may occur, could cause the price of our common stock to fall.

On August 31, 2017, we entered into the Purchase Agreement with Lincoln Park, pursuant to which Lincoln Park has committed to purchase up to $10,000,000 of our common stock. Upon the execution of the Purchase Agreement, we issued 450,000 Commitment Shares to Lincoln Park as a fee for its commitment to purchase shares of our common stock under the Purchase Agreement. The remaining shares of our common stock that may be issued under the Purchase Agreement may be sold by us to Lincoln Park at our discretion from time to time over a 36-month period commencing after the satisfaction of certain conditions set forth in the Purchase Agreement, including that the SEC has declared effective the registration statement that includes this prospectus. The purchase price for the shares that we may sell to Lincoln Park under the Purchase Agreement will fluctuate based on the price of our common stock. Depending on market liquidity at the time, sales of such shares may cause the trading price of our common stock to fall.

We generally have the right to control the timing and amount of any future sales of our shares to Lincoln Park. Additional sales of our common stock, if any, to Lincoln Park will depend upon market conditions and other factors to be determined by us. We may ultimately decide to sell to Lincoln Park all, some, or none of the additional shares of our common stock that may be available for us to sell pursuant to the Purchase Agreement. If and when we do sell shares to Lincoln Park, after Lincoln Park has acquired the shares, Lincoln Park may resell all, some or none of those shares at any time or from time to time in its discretion. In addition, if we sell shares to Lincoln Park at a price per share lower than $0.80, we may be required to issue additional shares to the purchasers in our 2017 private offering pursuant to the "full ratchet" provisions set forth in the securities purchase agreements we entered into with such purchasers. If the ratchet is triggered, we would be required to issue a number of additional shares of our common stock sufficient to cause the effective price per share paid by the purchasers in the 2017 private offering to be equal to the new offering price, subject to certain limitations set forth in the securities purchase agreements we entered into with such purchasers. If the ratchet provision is triggered, we would be required to issue a maximum of 831,289 shares to the purchasers in the 2017 private offering, including 48,352 shares to Lincoln Park and 24,176 shares to Aracle, each of which participated in the offering. Therefore, sales to Lincoln Park by us could result in substantial dilution to the interests of other holders of our common stock. Additionally, the sale of a substantial number of shares of our common stock to Lincoln Park, or the anticipation of such sales, could make it more difficult for us to sell equity or equity-related securities in the future at a time and at a price that we might otherwise wish to effect sales. The ratchet provisions lapse on the one-year anniversary of each purchaser's execution of an applicable securities purchase agreement, the latest of which was executed on May 24, 2017.

Our management will have broad discretion over the amounts, timing and use of the net proceeds that we may receive pursuant to the Purchase Agreement, you may not agree with how we use the proceeds, and the proceeds may not be invested successfully.

Our management will have broad discretion in the timing and application of any net proceeds that we may receive from any future sales of our common stock to Lincoln Park pursuant to the Purchase Agreement. Management could use these proceeds for purposes other than those contemplated at the time of this prospectus. Accordingly, you will be relying on the judgment of our management with regard to the timing and use of these net proceeds, and you will not have the opportunity as part of your investment decision to assess whether the proceeds are being used appropriately. It is possible that the proceeds will be invested in a way that does not yield a favorable, or any, return for our company.

We may require additional financing to provide liquidity to our business.

Because of the way the Purchase Agreement is structured with limits on the dollar value of shares that can be sold to Lincoln Park each day, the Purchase Agreement may not provide the Company with sufficient access to capital to resolve its ongoing liquidity challenges.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements, as that term is defined in the Private Securities Litigation Reform Act of 1995, concerning the Company's plans, objectives, goals, strategies, future events or performances, which are not statements of historical fact and can be identified by words such as: "expect," "continue," "should," "may," "will," "project," "anticipate," "believe," "plan," "goal," and similar references to future periods. The forward-looking statements contained in this prospectus reflect our current beliefs and expectations. Actual results or performance may differ materially from what is expressed in the forward looking statements.

Forward-looking statements are subject to risks and uncertainties that could cause actual results to differ materially from those expected. These risks and uncertainties include, but are not limited to, risks related to our ability to realize the expected benefits from the acquisition of Accountable Health Solutions and our strategic alliance with Clinical Reference Laboratory; our ability to realize the expected synergies and other benefits from the merger with Provant Health Solutions; our ability to successfully implement our business strategy and integrate Accountable Health Solutions' and Provant Health Solutions' business with ours; our ability to retain and grow our customer base; our ability to recognize operational efficiencies and reduce costs; uncertainty as to our working capital requirements over the next 12 to 24 months; our ability to maintain compliance with the financial covenants contained in our credit facilities; the rate of growth in the Health and Wellness market and such other factors as discussed in Part I, Item 1A, Risk Factors, and Part II, Item 7, Management's Discussion and Analysis of Financial Conditions and Results of Operations of our Annual Report on Form 10-K for the year ended December 31, 2016, as amended by Amendment No. 1 on Form 10-K/A, filed with the SEC on May 1, 2017, as further amended by Amendment No. 2 on Form 10-K/A, filed with the SEC on May 25, 2017, and as further amended by Amendment No. 3 on Form 10-K/A, filed with the SEC on June 16, 2017, and similar discussions in our other filings with the Securities and Exchange Commission ("SEC").

Investors should consider these factors before deciding to make or maintain an investment in our securities. The forward-looking statements included in this prospectus are based on information available to us as of the date of this prospectus. We expressly disclaim any intent or obligation to update or release any revisions to these forward-looking statements to reflect events or circumstances, or to reflect the occurrence of unanticipated events, after the date of this prospectus, except as required by law.

USE OF PROCEEDS

This prospectus relates to shares of our common stock that may be offered and sold from time to time by Lincoln Park. We will receive no proceeds from the sale of shares of our common stock by Lincoln Park in this offering. We may receive up to $10,000,000 in aggregate gross proceeds under the Purchase Agreement from any sales we make to Lincoln Park pursuant to the Purchase Agreement after the date of this prospectus. We will incur all costs associated with this registration statement and prospectus.

We expect to use any proceeds that we receive under the Purchase Agreement for working capital and general corporate purposes.

LINCOLN PARK TRANSACTION

General

On August 31, 2017, we entered into the Purchase Agreement and the Registration Rights Agreement with Lincoln Park. Pursuant to the terms of the Purchase Agreement, Lincoln Park has agreed to purchase from us up to $10,000,000 of our common stock (subject to certain limitations) from time to time during the term of the Purchase Agreement. On November 30, 2017, we amended the Purchase Agreement and the Registration Rights Agreement to, among other things, extend the period within which we must file with the SEC the registration statement that includes this prospectus. Pursuant to the terms of the Registration Rights Agreement, as so amended, we have filed with the SEC the registration statement that includes this prospectus to register for resale under the Securities Act the shares that have been or may be issued to Lincoln Park under the Purchase Agreement.

Pursuant to the terms of the Purchase Agreement, at the time we signed the Purchase Agreement and the Registration Rights Agreement, we issued 450,000 Commitment Shares to Lincoln Park as consideration for its commitment to purchase shares of our common stock under the Purchase Agreement. In addition, in connection with a required consent for us to enter into the Purchase Agreement, we issued 50,000 shares to Aracle.

We do not have the right to commence any sales to Lincoln Park under the Purchase Agreement until certain conditions set forth in the Purchase Agreement, all of which are outside of Lincoln Park's control, have been satisfied, including the registration statement that includes this prospectus being declared effective by the SEC. Thereafter, we may, from time to time and at our sole discretion, direct Lincoln Park to purchase shares of our common stock in amounts up to 25,000 shares on any single business day, which amounts may be increased to up to 80,000 shares of our common stock depending on the market price of our common stock at the time of sale but in no event greater than $500,000 per such purchase. The purchase price per share is based on the market price of our common stock immediately preceding the time of sale as computed under the Purchase Agreement. Lincoln Park may not assign or transfer its rights and obligations under the Purchase Agreement.

The Purchase Agreement also prohibits us from directing Lincoln Park to purchase any shares of our common stock if those shares, when aggregated with all other shares of our common stock then beneficially owned by Lincoln Park and its affiliates, would result in Lincoln Park and its affiliates exceeding the Beneficial Ownership Cap.

Purchase of Shares Under the Purchase Agreement

Under the Purchase Agreement, on any business day selected by us, provided that the closing sale price of our common stock is not below the then effective par value of our common stock on such business day, we may direct Lincoln Park to purchase up to 25,000 shares of our common stock on any such business day, which we refer to as a "Regular Purchase," provided, however, that (i) the Regular Purchase may be increased to up to 40,000 shares, provided that the closing sale price of our common stock is not below $0.75 on the purchase date, (ii) the Regular Purchase may be increased to up to 60,000 shares, provided that the closing sale price of our common stock is not below $1.00 on the purchase date, and (iii) the Regular Purchase may be increased to up to 80,000 shares, provided that the closing sale price of our common stock is not below $1.25 on the purchase date. In each case, the maximum amount of any single Regular Purchase may not exceed $500,000 per purchase. The purchase price per share for each such Regular Purchase will be equal to the lower of:

- the lowest sale price for our common stock on the purchase date of such shares; or
- the arithmetic average of the three lowest closing sale prices for our common stock during the 12 consecutive business days ending on the business day immediately preceding the purchase date of such shares.

In addition to Regular Purchases described above, we may also direct Lincoln Park, on any business day on which we have properly submitted a Regular Purchase notice and the closing sale price of our common stock is not below $0.50 (subject to adjustment for any reorganization, recapitalization, non-cash dividend, stock split, reverse stock split or other similar transaction as provided in the Purchase Agreement), to purchase an additional amount of our common stock, which we refer to as an "Accelerated Purchase," not to exceed the lesser of:

- 25% of the aggregate shares of our common stock traded during normal trading hours on the purchase date; and
- 300% of the number of purchase shares purchased pursuant to the corresponding Regular Purchase.

The purchase price per share for each such Accelerated Purchase will be equal to the lower of:

- 95% of the volume weighted average price during (i) the entire trading day on the purchase date, if the volume of shares of our common stock traded on the purchase date has not exceeded a volume maximum calculated in accordance with the Purchase Agreement, or (ii) the portion of the trading day of the purchase date (calculated starting at the beginning of normal trading hours) until such time at which the volume of shares of our common stock traded has exceeded such volume maximum; and
- the closing sale price of our common stock on the accelerated purchase date.

In addition to the Regular Purchases and Accelerated Purchases described above, from time to time after the 10th day following the date that we are first able to begin selling shares to Lincoln Park under the Purchase Agreement, we may also direct Lincoln Park, on any business day that the closing price of our common stock is not below $0.75 (subject to adjustment for any reorganization, recapitalization, non-cash dividend, stock split, reverse stock split or other similar transaction), to purchase additional amounts of our common stock, which we refer to as an "Additional Purchase," provided, however, that (i) we may direct Lincoln Park to purchase shares in an Additional Purchase only if at least 30 business days have passed since the most recent Additional Purchase, as applicable, was completed, (ii) Lincoln Park's committed obligation under any single Additional Purchase shall not exceed 500,000 purchase shares, and (iii) Lincoln Park's committed obligation under all Additional Purchases shall not exceed 2,500,000 purchase shares in the aggregate.

The purchase price for each such Additional Purchase shall be equal to the lower of:

- 95% of the purchase price under a Regular Purchase on the date we give notice for the related Additional Purchase; or
- $1.00 per share.

In the case of the Regular Purchases, Accelerated Purchases and Additional Purchases, the purchase price per share will be equitably adjusted for any reorganization, recapitalization, non-cash dividend, stock split, reverse stock split or other similar transaction occurring during the business days used to compute the purchase price.

Other than as described above, there are no trading volume requirements or restrictions under the Purchase Agreement, and we will control the timing and amount of any sales of our common stock to Lincoln Park.

Events of Default

Events of default under the Purchase Agreement include the following:

- the effectiveness of the registration statement of which this prospectus forms a part lapses for any reason (including, without limitation, the issuance of a stop order), or any required prospectus supplement and accompanying prospectus are unavailable for the resale by Lincoln Park of our common stock offered hereby, and such lapse or unavailability continues for a period of 10 consecutive business days or for more than an aggregate of 30 business days in any 365-day period;
- suspension by our principal market of our common stock from trading for a period of one business day;
- the de-listing of our common stock from the OTCQX Market operated by the OTC Markets Group, Inc., our principal market, provided our common stock is not immediately thereafter trading on the New York Stock Exchange, The NASDAQ Capital Market, The NASDAQ Global Market, The NASDAQ Global

Select Market, the NYSE American, the NYSE Arca, the OTC Bulletin Board, or the OTCQB operated by the OTC Markets Group, Inc. (or any nationally recognized successor to any of the foregoing);

- the failure of our transfer agent to issue to Lincoln Park shares of our common stock within three business days after the applicable date on which Lincoln Park is entitled to receive such shares;
- any breach of the representations or warranties or covenants contained in the Purchase Agreement or Registration Rights Agreement that has or could have a material adverse effect on us and, in the case of a breach of a covenant that is reasonably curable, that is not cured within five business days;
- any voluntary or involuntary participation or threatened participation in insolvency or bankruptcy proceedings by or against us; or
- if at any time we are not eligible to transfer our common stock electronically.

Lincoln Park does not have the right to terminate the Purchase Agreement upon any of the events of default set forth above. During an event of default, all of which are outside of Lincoln Park's control, we may not direct Lincoln Park to purchase any shares of our common stock under the Purchase Agreement.

Our Termination Rights

We have the unconditional right, at any time after the effectiveness of this registration statement, for any reason and without any payment or liability to us, to give notice to Lincoln Park to terminate the Purchase Agreement. In the event of bankruptcy proceedings by or against us, the Purchase Agreement will automatically terminate without action of any party.

No Short-Selling or Hedging by Lincoln Park

Lincoln Park has agreed that neither it nor any of its affiliates shall engage in any direct or indirect short-selling or hedging of our common stock during any time prior to the termination of the Purchase Agreement.

Prohibitions on Variable Rate Transactions

There are no restrictions on future financings, rights of first refusal, participation rights, penalties or liquidated damages in the Purchase Agreement or Registration Rights Agreement other than a prohibition on entering into a "Variable Rate Transaction," as defined in the Purchase Agreement.

Effect of Performance of the Purchase Agreement on Our Stockholders

All 4,091,783 shares registered in this offering are expected to be freely tradable. It is anticipated that shares registered in this offering which have been or may be issued or sold by us to Lincoln Park under the Purchase Agreement will be sold over a period of up to 36 months commencing on the date that the registration statement including this prospectus becomes effective. The sale by the Selling Stockholders of a significant amount of shares registered in this offering at any given time could cause the market price of our common stock to decline and to be highly volatile. Sales of our common stock to Lincoln Park, if any, will depend upon market conditions and other factors to be determined by us. We may ultimately decide to sell to Lincoln Park all, some or none of the additional shares of our common stock that may be available for us to sell pursuant to the Purchase Agreement. If and when we do sell shares to Lincoln Park, after Lincoln Park has acquired the shares, Lincoln Park may resell all, some or none of those shares at any time or from time to time in its discretion. In addition, if we sell shares to Lincoln Park at a price per share lower than $0.80, we may be required to issue additional shares to the purchasers in our 2017 private

offering pursuant to the "full ratchet" provisions set forth in the securities purchase agreements we entered into with such purchasers. If the ratchet is triggered, we would be required to issue a number of additional shares of our common stock sufficient to cause the effective price per share paid by the purchasers in the 2017 private offering to be equal to the new offering price, subject to certain limitations set forth in the securities purchase agreements we entered into with such purchasers. If the ratchet provision is triggered, we would be required to issue a maximum of 831,289 shares to the purchasers in the 2017 private offering, including 48,352 shares to Lincoln Park and 24,176 shares to Aracle, each of which participated in the offering. Therefore, sales to Lincoln Park by us under the Purchase Agreement may result in substantial to the interests of other holders of our common stock. In addition, if we sell a substantial number of shares to Lincoln Park under the Purchase Agreement, or if investors expect that we will do so, the actual sales of shares or the mere existence of our arrangement with Lincoln Park may make it more difficult for us to sell equity or equity-related securities in the future at a time and at a price that we might otherwise wish to effect such sales. However, we have the right to control the timing and amount of any additional sales of our shares to Lincoln Park and the Purchase Agreement may be terminated by us at any time at our discretion without any cost to us. The ratchet provisions lapse on the one-year anniversary of each purchaser's execution of an applicable securities purchase agreement, the latest of which was executed on May 24, 2017.

Pursuant to the terms of the Purchase Agreement, we have the right, but not the obligation, to direct Lincoln Park to purchase up to $10,000,000 of our common stock, exclusive of the 450,000 shares issued to Lincoln Park on such date as a commitment fee. Depending on the price per share at which we sell our common stock to Lincoln Park pursuant to the Purchase Agreement, we may need to sell to Lincoln Park under the Purchase Agreement more shares of our common stock than are offered under this prospectus in order to receive aggregate gross proceeds equal to the $10,000,000 total commitment available to us under the Purchase Agreement. If we choose to do so, we must first register for resale under the Securities Act such additional shares of our common stock, which could cause additional substantial dilution to our stockholders. The number of shares ultimately offered for resale by Lincoln Park under this prospectus is dependent upon the number of shares we direct Lincoln Park to purchase under the Purchase Agreement.

The Purchase Agreement prohibits us from issuing or selling to Lincoln Park under the Purchase Agreement any shares of our common stock if those shares, when aggregated with all other shares of our common stock then beneficially owned by Lincoln Park and its affiliates, would exceed the Beneficial Ownership Cap.

The following table sets forth the amount of gross proceeds we would receive from Lincoln Park from our sale of shares to Lincoln Park under the Purchase Agreement at varying purchase prices:

Assumed Average Purchase Price Per Share	Number of Registered Shares to be Issued if Full Purchase (1)	Percentage of Outstanding Shares After Giving Effect to the Issuance to Lincoln Park (2)	Proceeds from the Sale of Shares to Lincoln Park Under the $10M Purchase Agreement
$0.55	3,591,783	11.52%	$ 1,975,480
$0.64 (3)	3,591,783	11.52%	$ 2,298,741
$0.80	3,591,783	11.83%	$ 2,873,426
$1.00	3,591,783	11.83%	$ 3,591,783
$1.50	3,591,783	11.83%	$ 5,387,674

(1) Although the Purchase Agreement provides that we may sell up to $10,000,000 of our common stock to Lincoln Park, we are only registering 4,091,783 shares under this prospectus (inclusive of the 450,000 commitment shares issued to Lincoln Park upon execution of the Purchase Agreement, the 50,000 shares issued to Aracle in connection with its consent to the Purchase Agreement and 3,591,783 shares that we may require Lincoln Park to purchase under the Purchase Agreement). As a result, this table contemplates the sale of 3,591,783 shares to Lincoln Park at the assumed average purchase price per share.

(2) The denominator consists of three components. The first is 26,768,498 shares outstanding as of December 19, 2017, which includes the issuance of 450,000 commitment shares issued to Lincoln Park upon the execution of the Purchase Agreement, and the 50,000 shares issued to Aracle in connection with its consent to the Purchase Agreement The second is the number of shares set forth in the adjacent column which we would have sold to Lincoln Park. The third is the number of ratchet shares, if any, which we are required to issue in connection with a sale to Lincoln Park at less than $0.80 per share that occurs while the ratchet right remains in effect. The numerator is based on the number of shares issuable under the Purchase Agreement at the corresponding assumed purchase price set forth in the adjacent column.

(3) The closing sale price of our common stock on December 19, 2017.

DETERMINATION OF OFFERING PRICE

The prices at which the shares covered by this prospectus may actually be sold will be determined by the prevailing public market price for shares of our common stock, by negotiations between the Selling Stockholders and buyers of our common stock in private transactions or as otherwise described in "Plan of Distribution."

SELLING STOCKHOLDERS

This prospectus relates to the possible resale by Lincoln Park of shares of our common stock that have been or may be issued to Lincoln Park pursuant to the Purchase Agreement, and the possible sale by Aracle of the shares issued to it in connection with its consent to our entering into the Purchase Agreement. We are filing the registration statement of which this prospectus forms a part pursuant to the provisions of the Registration Rights Agreement, which we entered into with Lincoln Park on August 31, 2017 (as amended) concurrently with our execution of the Purchase Agreement, in which we agreed to provide certain registration rights with respect to sales by Lincoln Park of the shares of our common stock that have been or may be issued to Lincoln Park under the Purchase Agreement.

Lincoln Park may, from time to time, offer and sell pursuant to this prospectus any or all of the shares that we have issued or may issue to Lincoln Park under the Purchase Agreement. The Selling Stockholders may sell some, all or none of their shares. We do not know how long the Selling Stockholders will hold their shares before selling them, and we currently have no agreements, arrangements or understandings with the Selling Stockholders regarding the sale of any of their shares.

The following table presents information regarding the Selling Stockholders and the shares that they may offer and sell from time to time under this prospectus. The table is prepared based on information supplied to us by the Selling Stockholders, and reflects its holdings as of December 19, 2017. Neither Lincoln Park nor any of its affiliates has held a position or office, or had any other material relationship, with us or any of our predecessors or affiliates. Beneficial ownership is determined in accordance with Section 13(d) of the Exchange Act and Rule 13d-3 thereunder. The percentage of shares beneficially owned prior to the offering is based on 26,768,498 shares of our common stock actually outstanding as of December 19, 2017.

Selling Stockholders	Shares Beneficially Owned Before this Offering	Percentage of Outstanding Shares Beneficially Owned Before this Offering		Shares to be Sold in this Offering	Percentage of Outstanding Shares Beneficially Owned After this Offering(1)
Lincoln Park Capital Fund, LLC (2)	1,064,974 (3)	3.98%	(4)	4,041,783 (5)	2.03%
Aracle SPF V, LLC	674,003 (6)	2.42%		50,000	2.06%

(1) Assumes the sale of all shares of our common stock registered pursuant to this prospectus, although the Selling Stockholders are under no obligation known to us to sell any shares of our common stock at this time.

(2) Josh Scheinfeld and Jonathan Cope, the Managing Members of Lincoln Park Capital, LLC, are deemed to be beneficial owners of all of the shares of our common stock owned by Lincoln Park Capital Fund, LLC. Messrs. Cope and Scheinfeld have shared voting and investment power over the shares being offered under the prospectus filed with the SEC in connection with the transactions contemplated under the Purchase Agreement. Lincoln Park Capital, LLC is not a licensed broker dealer or an affiliate of a licensed broker dealer.

(3) Represents (i) 222,222 shares of our common stock issued to Lincoln Park pursuant to our 2016 private offering, (ii) 225,000 shares of our common stock issued to Lincoln Park pursuant to our 2017 private offering, (iii) 55,252 shares of our common stock issued to Lincoln Park pursuant to the ratchet provision in the 2016 private offering, which was triggered by the 2017 private offering, (iv) 112,500 shares of our common stock, representing the maximum aggregate number of shares that may be issued to Lincoln Park as of the date of this prospectus upon exercise of warrants to purchase our common stock, at certain fixed prices (that may be subject to adjustment as provided in such warrants), which warrants were acquired by Lincoln Park in connection with our 2017 private offering, and (v) 450,000 Commitment Shares of our common stock issued to Lincoln Park upon our execution of the Purchase Agreement as a fee for its commitment to purchase shares of our common stock under the Purchase Agreement, all of which shares are covered by the registration statement that includes this prospectus. We have excluded from the number of shares beneficially owned by Lincoln Park prior to the offering all of the additional shares of our common stock that Lincoln Park may be required to purchase pursuant to the Purchase Agreement, because the issuance of such shares is solely at our discretion and is subject to certain conditions, the satisfaction of all of which are outside of Lincoln Park's control, including the registration statement of which this prospectus is a part becoming and remaining effective. Furthermore, under the terms of the Purchase Agreement, issuances and sales of shares of our common stock to Lincoln Park are subject to certain limitations on the amounts we may sell to Lincoln Park at any time, including the Beneficial Ownership Cap. See the description under the heading "The Lincoln Park Transaction" for more information about the Purchase Agreement.

(4) Based on 26,768,498 outstanding shares of our common stock as of December 19, 2017, which includes the 450,000 Commitment Shares we issued to Lincoln Park on August 31, 2017 and the 50,000 shares of our common stock issued to Aracle on August 31, 2017.

(5) Although the Purchase Agreement provides that we may sell up to $10,000,000 of our common stock to Lincoln Park, only 4,091,783 shares of our common stock are being offered under this prospectus, which represents: (i) 450,000 Commitment Shares issued to Lincoln Park upon our execution of the Purchase Agreement as a fee for its commitment to purchase shares of our common stock under the Purchase Agreement; (ii) an aggregate of 3,591,783 shares of our common stock that may be sold by us to Lincoln Park at our discretion from time to time over a 36-month period commencing after the satisfaction of certain conditions set forth in the Purchase Agreement, including that the SEC has declared effective the registration statement that includes this prospectus, and (iii) 50,000 shares previously issued to Aracle. Depending on the price per share at which we sell our common stock to Lincoln Park pursuant to the Purchase Agreement, we may need to sell to Lincoln Park under the Purchase Agreement more shares of our common stock than are offered under this prospectus in order to receive aggregate gross proceeds equal to the $10,000,000 total commitment available to us under the Purchase Agreement. If we choose to do so, we must first register for resale under the Securities Act such additional shares. The number of shares ultimately offered for resale by Lincoln Park is dependent upon the number of shares we sell to Lincoln Park under the Purchase Agreement.

(6) Represents (i) 222,223 shares of our common stock issued to Aracle pursuant to our 2016 private offering, (ii) 112,500 shares of our common stock issued to Aracle pursuant to our 2017 private offering, (iii) 55,252 shares of our common stock issued to Aracle pursuant to the ratchet provision in the 2016 private offering, which was triggered by the 2017 private offering, (iv) 56,250 shares of our common stock, representing the maximum aggregate number of shares that may be issued to Aracle as of the date of this prospectus upon exercise of warrants to purchase our common stock, at certain fixed prices (that may be subject to adjustment as provided in such warrants), which warrants were acquired by Aracle in connection with our 2017 private offering, (v) 177,778 shares of our common stock issued to Aracle pursuant to our rights offering in 2016, and (vi) 50,000 shares of our common stock issued to Aracle in connection with its consent to our execution of the Purchase Agreement, all of which shares are covered by the registration statement that includes this prospectus.

PLAN OF DISTRIBUTION

An aggregate of up to 4,091,783 shares of our common stock may be offered by this prospectus by Lincoln Park and Aracle, which we refer to in this prospectus collectively as the Selling Stockholders. The common stock may be

sold or distributed from time to time by the Selling Stockholders directly to one or more purchasers or through brokers, dealers, or underwriters who may act solely as agents at market prices prevailing at the time of sale, at prices related to the prevailing market prices, at negotiated prices, or at fixed prices, which may be changed. The sale of the common stock offered by this prospectus could be effected in one or more of the following methods:

- ordinary brokers' transactions;
- transactions involving cross or block trades;
- through brokers, dealers, or underwriters who may act solely as agents;
- "at the market" into an existing market for the common stock;
- in other ways not involving market makers or established business markets, including direct sales to purchasers or sales effected through agents;
- in privately negotiated transactions; or
- any combination of the foregoing.

In order to comply with the securities laws of certain states, if applicable, the shares may be sold only through registered or licensed brokers or dealers. In addition, in certain states, the shares may not be sold unless they have been registered or qualified for sale in the state or an exemption from the state's registration or qualification requirement is available and complied with.

Lincoln Park is an "underwriter" within the meaning of Section 2(a)(11) of the Securities Act.

Lincoln Park has informed us that it intends to use an unaffiliated broker-dealer to effectuate all sales, if any, of the common stock that it may purchase from us pursuant to the Purchase Agreement. Such sales will be made at prices and at terms then prevailing or at prices related to the then current market price. Each such unaffiliated broker-dealer will be an underwriter within the meaning of Section 2(a)(11) of the Securities Act. Lincoln Park has informed us that each such broker-dealer will receive commissions from Lincoln Park that will not exceed customary brokerage commissions.

Brokers, dealers, underwriters or agents participating in the distribution of the shares as agents may receive compensation in the form of commissions, discounts, or concessions from the Selling Stockholders and/or purchasers of the common stock for whom the broker-dealers may act as agent. The compensation paid to a particular broker-dealer may be less than or in excess of customary commissions. Neither we nor Lincoln Park can presently estimate the amount of compensation that any agent will receive.

We know of no existing arrangements between Lincoln Park or any other stockholder, broker, dealer, underwriter or agent relating to the sale or distribution of the shares offered by this prospectus. At the time a particular offer of shares is made, a prospectus supplement, if required, will be distributed that will set forth the names of any agents, underwriters or dealers and any compensation from the Selling Stockholders, and any other required information.

We will pay the expenses incident to the registration, offering, and sale of the shares to Lincoln Park. We have agreed to indemnify the Selling Stockholders and certain other persons against certain liabilities in connection with the offering of shares of common stock offered hereby, including liabilities arising under the Securities Act or, if such indemnity is unavailable, to contribute amounts required to be paid in respect of such liabilities. The Selling Stockholders have agreed to indemnify us against liabilities under the Securities Act that may arise from certain written information furnished to us by the Selling Stockholders specifically for use in this prospectus or, if such indemnity is unavailable, to contribute amounts required to be paid in respect of such liabilities.

Lincoln Park has represented to us that at no time prior to the Purchase Agreement has Lincoln Park or its agents, representatives or affiliates engaged in or effected, in any manner whatsoever, directly or indirectly, any short sale (as such term is defined in Rule 200 of Regulation SHO of the Exchange Act) of our common stock or any hedging transaction, which establishes a net short position with respect to our common stock. Lincoln Park agreed that during the term of the Purchase Agreement, it, its agents, representatives or affiliates will not enter into or effect, directly or indirectly, any of the foregoing transactions.

We have advised the Selling Stockholders that each of them is required to comply with Regulation M promulgated under the Exchange Act. With certain exceptions, Regulation M precludes the Selling Stockholders, any affiliated purchasers, and any broker-dealer or other person who participates in the distribution from bidding for or purchasing, or attempting to induce any person to bid for or purchase any security which is the subject of the distribution until the entire distribution is complete. Regulation M also prohibits any bids or purchases made in order to stabilize the price of a security in connection with the distribution of that security. All of the foregoing may affect the marketability of the securities offered by this prospectus.

This offering will terminate on the date that all shares offered by this prospectus have been sold by the Selling Stockholders.

Our common stock is quoted on the OTCQX Market operated by the OTC Markets Group, Inc. under the ticker symbol "HPHW."

Blue Sky Restrictions on Resale

If the Selling Stockholders desire to sell shares of our common stock under this prospectus in the United States, then the Selling Stockholder will also need to comply with state securities laws, also known as "Blue Sky laws," with regard to secondary sales. All states offer a variety of exemptions from registration for secondary sales. Many states, for example, have an exemption for secondary trading of securities registered under Section 12(g) of the Exchange Act or for securities of issuers that publish continuous disclosure of financial and non-financial information in a recognized securities manual, such as Standard & Poor's.

Any person who purchases shares of our common stock from the Selling Stockholders under this prospectus who then desires to sell such shares also will have to comply with Blue Sky laws regarding secondary sales

DESCRIPTION OF SECURITIES

The following description of our common stock is not complete and may not contain all the information you should consider before investing in our common stock. This description is summarized from, and qualified in its entirety by reference to, our certificate of incorporation, which has been publicly filed with the SEC. Please see the section titled "Where You Can Find More Information."

As of the date of this prospectus, our certificate of incorporation, as amended, authorizes up to 240,000,000 shares of common stock, par value $0.04 per share. As of December 19, 2017 there were 26,768,498 shares of our common stock issued and outstanding, which shares were held by 721 shareholders of record, and no shares of preferred stock outstanding. In addition, as of December 19, 2017, there were 2,401,357 shares of our common stock that may be issued upon the exercise of outstanding stock options and the vesting of outstanding restricted stock units, and 4,280,841 shares of our common stock that may be issued upon the exercise of outstanding warrants. As of

December 19, 2017, there are 752,395 shares of our common stock reserved for future issuance under the Third Amended and Restated Omnibus Incentive Plan.

On June 8, 2016, our shareholders approved a 1-for-15 reverse split of our issued and outstanding common stock. The reverse split was effective on June 15, 2016. No fractional shares were issued as a result of the reverse stock split. In lieu of issuing fractional shares, we paid cash to any shareholder who otherwise would have been entitled to receive fractional shares as a result of the reverse stock split.

Each share of our common stock has the same relative rights as, and is identical in all respects with, each other share of our common stock.

Holders of our common stock are entitled to one vote per share on all matters requiring shareholder action, including, but not limited to, the election of directors. Holders of our common stock are not entitled to cumulate their votes for the election of directors.

Holders of our common stock are entitled to receive ratably such dividends as may be declared by our board of directors out of funds legally available for the payment of dividends.

Holders of our common stock are not entitled to a liquidation preference in respect of their shares of our common stock. Upon liquidation, dissolution or winding up of our company, the holders of our common stock would be entitled to receive pro rata all assets remaining for distribution to shareholders after the payment of all liabilities of our company.

Holders of our common stock have no preemptive or subscription rights and have no rights to convert their common stock into any other securities. Our common stock is not subject to call or redemption.

Transfer Agent

The transfer agent for our common stock is American Stock Transfer and Trust Company.

Listing

Our common stock is quoted on the OTCQX Market operated by the OTC Markets Group, Inc. under the ticker symbol “HPHW.”

MARKET FOR REGISTRANT’S COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

Market Information

Our common stock is quoted on the OTCQX Market operated by the OTC Markets Group, Inc. under the symbol “HPHW.” Prior to May 2, 2017, our common stock was listed on the NYSE MKT under the symbol “HH.” On June 15, 2016, we completed a 1-for-15 reverse stock split. The share prices in the table below are shown on a post-split basis. The following table shows the high and low per-share sale prices of our common stock for the periods indicated:

	High	Low
2015		
First Quarter	$ 9.45	$ 6.60
Second Quarter	7.80	2.85
Third Quarter	4.20	1.65
Fourth Quarter	3.45	0.90
2016		
First Quarter	$ 2.70	$ 0.75
Second Quarter	2.70	1.05
Third Quarter	2.42	1.16
Fourth Quarter	1.36	0.73
2017		
First Quarter	$ 0.98	$ 0.65
Second Quarter	1.10	0.53
Third Quarter	0.72	0.52
December 19, 2017	0.73	0.61

Holders

According to the records of our transfer agent, American Stock Transfer & Trust Company, Brooklyn, New York, as of December 19, 2017, there were 721 holders of record of our common stock.

Dividends

No dividends were paid during the nine month periods ended September 30, 2017 and 2016. We are precluded from declaring or making any dividend payments or other distributions of assets with respect to any class of our equity securities under the terms of our 2016 Credit and Security Agreement and our Credit Agreement, each as described in Note 8 to the unaudited condensed consolidated financial statements included in our Quarterly Report on Form 10-Q for the period ended September 30, 2017, filed with the SEC on November 14, 2017.

Securities Authorized for Issuance Under Equity Compensation Plans

The following table sets forth information relating to our equity compensation plans as of December 31, 2016.

	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities available for future issuance under equity compensation plans (excluding securities reflected in column (a))
Equity compensation plans approved by security holders(1)	403,986	$4.62	299,041 (2)
Equity compensation plans not approved by security holders	____	____	____

_____

(1) As of December 31, 2016, the Second Amended and Restated Hooper Holmes, Inc. 2011 Omnibus Incentive Plan (the "2011 Plan"), the Hooper Holmes, Inc. 2008 Omnibus Employee Incentive Plan (the "2008 Plan"), and the Hooper Holmes, Inc. 2007 Non-Employee Director Restricted Stock Plan (the "2007 Plan") were the three equity compensation plans that were in effect and under which the Company may make future awards. The number of shares available for grant under each plan as of December 31, 2016, is as follows: 2011 Plan –239,028; 2008 Plan – 36,013; 2007 Plan – 24,000.

(2) On August 10, 2017, the Third Amended and Restated Hooper Holmes, Inc. 2011 Omnibus Employee Incentive Plan (the "Third Amended and Restated Incentive Plan") was adopted by the shareholders of the Company, which increased the number of shares available for issuance under the plan to 3,650,000. As of December 19, 2017, there are 1,457,195 shares available for issuance under the Third Amended and Restated Incentive Plan.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The table below sets forth information available to us as of December 19, 2017, regarding the beneficial ownership of our common stock by (i) each person, or group of affiliated persons, known by us to beneficially own more than five percent (5%) of the outstanding shares of our common stock, (ii) each of our directors and director nominees, (iii) each of our named executive officers listed in the Summary Compensation Table located elsewhere in this prospectus, and (iv) all of our directors and executive officers as a group.

The information in the table has been presented in accordance with SEC rules and is not necessarily indicative of beneficial ownership for any other purpose. Under the SEC's rules, a person is deemed to own beneficially all securities as to which that person owns or shares voting or dispositive power, as well as all securities which such person may acquire within 60 days through the exercise of currently available conversion rights or options. If two or more persons share voting or dispositive power with respect to specific securities, all of such persons may be deemed to be the beneficial owner of such securities. Information with respect to persons other than the holders listed in the table below that share beneficial ownership with respect to the securities shown is set forth in certain of the footnotes to the table.

Except as otherwise noted, the number of shares owned and percentage ownership in the following table is based on 26,768,498 shares of our common stock outstanding on December 19, 2017, plus 179,800 shares that certain

executive officers have the right to acquire within 60 days of December 19, 2017, upon the exercise of outstanding options.

Name and Address of Beneficial Owner	Number of Shares Beneficially Owned	Percent of Common Stock Outstanding
5% Shareholders:		
WH-HH Holdings, LLC 100 Federal Street Boston, MA 02110	12,519,259 (1)	46.45%
John Pappajohn 666 Walnut Street, Suite 2116 Des Moines, IA 50309	1,750,930 (2)	6.50%
Named Executive Officers and Directors:		
Ronald V. Aprahamian	758,056 (3)	2.81%
Steven R. Balthazor(4)	30,331 (5)	*
Frank Bazos	12,587,859 (6)	46.71%
Paul Daoust	189,873	*
Henry E. Dubois	249,821 (7)	*
Larry Ferguson	139,976	*
James Foreman	68,600	*
Thomas Watford	119,832	*
All Directors and Executive Officers as a Group (8 persons)	14,144,348	52.84%

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* Represents less than one percent of the outstanding shares of our common stock.

(1) WW-HH Holdings, LLC filed a Schedule 13D on May 21, 2017, disclosing that it has sole voting and dispositive power with respect to these shares.

(2) John Pappajohn filed a Schedule 13G on April 21, 2017, disclosing that it has sole voting and dispositive power with respect to these shares.

(3) Includes 4,000 shares held by Mr. Aprahamian as trustee for his late mother's trust.

(4) On November 16, 2017, Kevin Johnson was appointed to replace Mr. Balthazor as our Chief Financial Officer, as described in our Current Report on Form 8-K, filed with the SEC on November 21, 2017. Except for stock options that have not vested, Mr. Johnson doesn't own any shares of our common stock as of the date of this prospectus.

(5) Includes 23,200 shares that Mr. Balthazor has the right to acquire within 60 days of December 19, 2017, upon the exercise of outstanding options.

(6) Mr. Bazos has shared voting and dispositive power with respect to these shares, which are owned of record by WH-HH Holdings, LLC. Mr. Bazos disclaims beneficial ownership of these shares.

(7) Includes 156,600 shares that Mr. Dubois has the right to acquire within 60 days of December 19, 2017, upon the exercise of outstanding options.

LEGAL MATTERS

Certain legal matters relating to the issuance of the securities offered by this prospectus will be passed upon for us by Spencer Fane LLP, Kansas City, Missouri.

EXPERTS

The consolidated financial statements of Hooper Holmes, Inc. as of December 31, 2016, and for the year then ended, have been audited by Mayer Hoffman McCann P.C., an independent registered public accounting firm, as stated in their report which is incorporated by reference herein. Such financial statements have been incorporated by reference herein in reliance on the report of such firm given on the authority of said firm as experts in auditing and accounting.

The audit report covering the December 31, 2016 consolidated financial statements contains an explanatory paragraph that states that the Company has suffered recurring losses from operations, negative cash flows from operations and other related liquidity concerns, which raise substantial doubt about its ability to continue as a going concern. The consolidated financial statements do not include any adjustments that might result from the outcome of that uncertainty.

The consolidated financial statements of Hooper Holmes, Inc. as of December 31, 2015, and for the year then ended, have been audited by KPMG LLP, an independent registered public accounting firm, as stated in their report which is incorporated by reference herein. Such financial statements have been incorporated by reference herein in reliance on the report of such firm given on the authority of said firm as experts in auditing and accounting.

The audit report covering the December 31, 2015 consolidated financial statements contains an explanatory paragraph that states that the Company has suffered recurring losses from operations, negative cash flows from operations and other related liquidity concerns, which raise substantial doubt about its ability to continue as a going concern. The consolidated financial statements do not include any adjustments that might result from the outcome of that uncertainty.

Hooper Holmes, Inc. has agreed to indemnify and hold KPMG LLP harmless against and from any and all legal costs and expenses incurred by KPMG LLP in successful defense of any legal action or proceeding that arises as a result of KPMG LLP's consent to incorporation by reference of its audit report on the Company's past financial statements incorporated by reference in this registration statement.

The financial statements of Provant Health Solutions, LLC as of December 31, 2016 and December 31, 2015, and for each of the years in the two-year period ended December 31, 2016 incorporated in this prospectus by reference to the Current Report on Form 8-K of Hooper Holmes, Inc. dated May 12, 2017, have been audited by RSM US LLP, an independent auditor, as stated in their report thereon incorporated herein by reference, and have been incorporated in this Prospectus and Registration Statement in reliance upon such report and upon the authority of such firm as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We are required to file annual, quarterly and special reports, proxy statements and other information with the SEC. You may read and copy any document filed by us at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. Our filings with the SEC are also available to the public at the SEC's Internet web site at http://www.sec.gov.

We have filed a registration statement, of which this prospectus is a part, covering the securities offered hereby. As allowed by SEC rules, this prospectus does not include all of the information contained in the Registration Statement and the included exhibits, financial statements and schedules. You are referred to the Registration Statement, the included exhibits, financial statements and schedules for further information. This prospectus is qualified in its entirety by such other information.

We are subject to the information and periodic reporting requirements of the Exchange Act and, in accordance therewith, file periodic reports, proxy statements and other information with the SEC. Such periodic reports, proxy statements and other information are available for inspection and copying at the public reference room and website of the SEC referred to above. We maintain a website at www.hooperholmes.com. The reference to our website address does not constitute incorporation by reference of the information contained on our website, and you should not consider the contents of our website in making an investment decision with respect to our common stock.

INCORPORATION OF CERTAIN INFORMATION BY REFERENCE

The SEC allows us to "incorporate by reference" the information we have filed with them, which means that we can disclose important information to you by referring you to those documents. The information we incorporate by reference is an important part of this prospectus, and information that we file later with the SEC will automatically update and supersede this information. The documents we are incorporating by reference are:

- Our Annual Report on Form 10-K for the year ended December 31, 2016, filed with the SEC on March 9, 2017, as amended by Amendment No. 1 on Form 10-K/A, filed with the SEC on May 1, 2017, as further

amended by Amendment No. 2 on Form 10-K/A, filed with the SEC on May 25, 2017, and as further amended by Amendment No. 3 on Form 10-K/A, filed with the SEC on June 16, 2017;

- Our Quarterly Report on Form 10-Q for the period ended March 31, 2017, filed with the SEC on May 15, 2017, our Quarterly Report on Form 10-Q for the period ended June 30, 2017, filed with the SEC on August 14, 2017, and our Quarterly Report on Form 10-Q for the period ended September 30, 2017, filed with the SEC on November 14, 2017;
- Our Definitive Proxy Statement on Schedule 14A, filed with the SEC on June 30, 2017; and
- Our Current Reports on Form 8-K, filed with the SEC on March 8, 2017, March 20, 2017, March 22, 2017, April 20, 2017, May 12, 2017 (as amended by the Form 8-K/A filed with the SEC on December 20, 2017), May 31, 2017, August 10, 2017, August 14, 2017, September 1, 2017, September 22, 2017, November 9, 2017, November 21, 2017, and December 6, 2017.

All documents we file with the SEC pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act, except as to any portion of any report or documents that is not deemed filed under such provisions, (1) on or after the date of filing of the Registration Statement containing this prospectus and prior to the effectiveness of the Registration Statement and (2) on or after the date of this prospectus until the earlier of the date on which all of the securities registered hereunder have been sold or the Registration Statement of which this prospectus is a part has been withdrawn, shall be deemed incorporated by reference in this prospectus and to be a part of this prospectus from the date of filing of those documents and will be automatically updated and, to the extent described above, supersede information contained or incorporated by reference in this prospectus and previously filed documents that are incorporated by reference in this prospectus.

Nothing in this prospectus shall be deemed to incorporate information furnished but not filed with the SEC pursuant to Item 2.02, 7.01 or 9.01 of Form 8-K.

Upon written or oral request, we will provide without charge to each person to whom a copy of the prospectus is delivered a copy of the documents incorporated by reference herein (other than exhibits to such documents, unless such exhibits are specifically incorporated by reference herein). You may request a copy of these filings, at no cost, by writing or telephoning us at the following address: 560 North Rogers Road, Olathe, Kansas 66062; Attention: Investor Relations, telephone: (913) 764-1045. We maintain a website at http://www.hooperholmes.com. You may access our definitive proxy statements on Schedule 14A, annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and periodic amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act with the SEC free of charge at our website as soon as reasonably practicable after such material is electronically filed with, or furnished to, the SEC. The information contained in, or that can be accessed through, our website is not incorporated by reference in, and is not part of, this prospectus. We have not authorized any one to provide you with any information that differs from that contained in this prospectus. Accordingly, you should not rely on any information that is not contained in this prospectus. You should not assume that the information in this prospectus is accurate as of any date other than the date of the front cover of this prospectus.

UP TO 4,091,783 SHARES OF COMMON STOCK

PRELIMINARY PROSPECTUS DECEMBER 20, 2017

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

SEC registration fee	$	341.32
*Accounting fees and expenses		35,000
*Legal fees and expenses		30,000
*Miscellaneous		1,500
*Total	$	66,841.32

* Estimated pursuant to Item 511 of Regulation S-K.

Item 14. Indemnification of Directors and Officers.

Indemnification Under the New York General Corporation Law

Pursuant to Section 5.1 of the Registrant's Restated By-Laws, the Registrant agrees to indemnify any person who is or was made or threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, including an action by or in the right of the Registrant to procure a judgment in its favor and an action by or in the right of any other entity, which any director or officer of the Registrant is serving, has served or has agreed to serve in any capacity at the request of the Registrant, by reason of the fact that such person (or such person's testator or intestate) is or was or has agreed to become a director or officer of the Registrant or is or was serving or has agreed to serve such other entity in any capacity, against judgments, fines, amounts paid or to be paid in settlement, taxes or penalties, and costs, charges and expenses, including attorneys' fees, incurred in connection with such action or proceeding or any appeal therein, in each case to the fullest extent permissible under Sections 721-726 of the Business Corporation Law of the State of New York (the "BCL"). Notwithstanding the foregoing, the Registrant shall not indemnify any such person if a judgment or other final adjudication adverse to the director or officer establishes that

(i) his or her acts were committed in bad faith or were the result of active and deliberate dishonesty and, in either case, were material to the cause of action so adjudicated or (ii) he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled.

Reference is made to Sections 721-726 of the BCL, which are summarized below.

Section 721 of the BCL provides, among other things, that indemnification pursuant to the BCL will not be deemed exclusive of other indemnification rights to which a director or officer may be entitled, provided that no indemnification may be made if a judgment or other final adjudication adverse to the director or officer establishes that (i) his acts were committed in bad faith or were the result of active and deliberate dishonesty, and, in either case, were material to the cause of action so adjudicated, or (ii) he personally gained in fact a financial profit or other advantage to which he was not legally entitled.

Section 722(a) of the BCL provides, among other things, that a corporation may indemnify a person made, or threatened to be made, a party to any civil or criminal action or proceeding, other than an action by or in the right of the corporation to procure judgment in its favor but including an action by or in the right of any other corporation or entity which any director or officer served in any capacity at the request of the corporation, by reason of the fact that he or his testator or intestate was a director or officer of the corporation or served such other entity in any capacity, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred as a result of such action or proceeding, or any appeal therein, if such director or officer acted, in good faith, for a purpose which he reasonably believed to be in, or, in the case of service to any other entity, not opposed to, the best interests of the corporation and, in criminal actions or proceedings, in addition, had no reasonable cause to believe that his conduct was unlawful. With respect to actions by or in the right of the corporation to procure judgment in its favor, Section 722(c) of the BCL provides that a person who is or was a director or officer of the corporation or who is or was serving at the request of the corporation as a director or officer of any other corporation or entity may be indemnified against amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred in connection with the defense or settlement of such an action, or any appeal therein, if such director or officer acted, in good faith, for a purpose which he reasonably believed to be in, or, in the case of service to any other entity, not opposed to, the best interests of the corporation and that no indemnification may be made in respect of (i) a threatened action, or a pending action which is settled or otherwise disposed of, or (ii) any claim, issue or matter as to which such person has been adjudged to be liable to the corporation, unless and to the extent an appropriate court determines that the person is fairly and reasonably entitled to partial or full indemnification.

Section 723 of the BCL specifies, among other things, the manner in which the corporation may authorize payment of such indemnification. It provides that a director or officer who has been successful, whether on the merits or otherwise, in defending an action or proceeding of the character described in Section 722 of the BCL, shall be entitled to indemnification by the corporation. Except as provided in the preceding sentence, indemnification may be made by the corporation only if authorized in the specific case by one of the corporate actions set forth in Section 723 (unless ordered by a court under Section 724 of the BCL).

Section 724 of the BCL provides, among other things, that upon proper application by a director or officer, indemnification shall be awarded by a court to the extent authorized under Sections 722 and 723(a) of the BCL.

Section 725 of the BCL contains, among other things, certain other miscellaneous provisions affecting the indemnification of directors and officers, including provision for the return of amounts paid as indemnification if any such person is ultimately found not to be entitled to the indemnification.

Section 726 of the BCL authorizes the purchase and maintenance of insurance to indemnify (i) a corporation for any obligation which it incurs as a result of the indemnification of directors and officers under the above sections, (ii) directors and officers in instances in which they may be indemnified by a corporation under such sections, and (iii) directors and officers in instances in which they may not otherwise be indemnified by a corporation under such sections, provided the contract of insurance covering such directors and officers provides, in a manner acceptable to the New York State Superintendent of Insurance, for a retention amount and for co-insurance.

In addition, Section 402(b) of the BCL provides that a corporation may include a provision in its certificate of incorporation limiting the liability of its directors to the corporation or its shareholders for damages for the breach of any duty, except for a breach involving intentional misconduct, bad faith, a knowing violation of law or receipt of an improper personal benefit or for certain illegal dividends, loans or stock repurchases. Article Eleventh of the Registrant's Amended and Restated Certificate of Incorporation contains such a provision.

Further, the Registrant maintains insurance policies that insure its officers and directors against certain liabilities. The Registrant has also entered into agreements with certain of its officers that will require the Registrant, among other things, to indemnify them against certain liabilities that may arise by reason of their status or service as officers to the fullest extent permitted by law.

Item 15. Recent Sales of Unregistered Securities.

In the three years preceding the filing of this Registration Statement, we have issued the following securities that were not registered under the Securities Act. On June 15, 2016, we completed a one-for-fifteen reverse stock split. For issuances prior to June 15, 2016, we have described the original issuance amounts and included an explanation of the post-split adjustments.

In connection with the Company's acquisition of Accountable Health Solutions, Inc. pursuant to the Purchase Agreement dated April 17, 2015, the Company issued 6,500,000 shares of its common stock, par value $0.04 per share ("Common Stock") (433,334 shares of Common Stock on a post-split basis) to Accountable Health, Inc.

On April 17, 2015, pursuant to the Credit Agreement entered into among the Company, SWK Funding, LLC ("SWK") and the other parties thereto as of such date, the Company issued to SWK Warrant No. SWK-1 for 8,152,174 shares of Common Stock (543,479 shares of Common Stock on a post-split basis), exercisable pursuant to the terms thereof, which was amended and restated in its entirety by Warrant No. SWK-2 for 543,479 shares of Common Stock, issued by the Company to SWK as of October 4, 2016 (the "SWK Prior Warrant"). On May 11, 2017, pursuant to the A&R Credit Agreement entered into among the Company, SWK and the other parties thereto as of such date, the Company issued to SWK Warrant No. SWK-3 (the "Warrant No. SWK-3"), which amended and restated the SWK Prior Warrant in its entirety. Warrant No. SWK-3 is exercisable at any time up to and including May 11, 2024. Upon exercise of Warrant No. SWK-3, the Company is obligated to issue to SWK 1,317,289 shares of Common Stock at a strike price of $0.84 per share (543,479 shares of Common Stock plus an additional 773,810 shares of Common Stock). Warrant No. SWK-3 is exercisable on a cashless basis. In the event Warrant No. SWK-3 is exercised on a cashless basis, the Company will not receive any proceeds. The exercise price of Warrant No. SWK-3 is subject to customary adjustment provisions for stock splits, stock dividends, recapitalizations and the like. Warrant No. SWK-3 grants the holder certain piggyback registration rights.

Pursuant to a securities purchase agreement executed on March 28, 2016, the Company issued and sold 10,000,000 shares of its Common Stock (666,667 shares of Common Stock on a post-split basis) to 200 NNH, LLC, an affiliate of Kanon Ventures, LLC, subject to an 18-month lock-up period.

On March 31, 2016, the Company issued 714,286 shares of its Common Stock (47,620 shares of Common Stock on a post-split basis) to SWK pursuant to the Second Amendment to Credit Agreement dated March 28, 2016 by and between the Company and SWK.

From September 15, 2016 to October 15, 2016, the Company conducted a private offering to certain accredited investors in which it sold $1,875,000 of its Common Stock at a purchase price of $1.35 per share of Common Stock plus one warrant per share of Common Stock with a strike price of $2.00 per warrant share (the "2016 Private Offering"). The Company issued 1,388,889 shares of its Common Stock and warrants to purchase up to an additional 1,388,889 shares of Common Stock at an exercise price of $2.00 per share in connection with the 2016 Private Offering. These warrants were subsequently terminated in connection with the 2017 Private Offering (as defined below).

Each purchaser in the 2016 Private Offering executed a Securities Purchase Agreement (each, a "2016 SPA"). The 2016 SPAs provided the purchasers piggyback registration rights to register and sell shares acquired under the 2016 SPA if the Company were to undertake a registered securities offering on Form S-1 or S-3 prior to the time at which the purchasers' shares may be resold under Rule 144 of the Securities Act. These piggyback rights expired in March 2017. In addition, if the Company were to make another private or public offering of Common Stock, preferred securities, or securities convertible, exercisable, or exchangeable for Common Stock at a price per share lower than $1.35, each 2016 SPA would require the Company to issue additional shares of Common Stock to the purchasers in a number sufficient to cause the effective price per share paid by the purchasers in the 2016 Private Offering to be equal to the new offering price. All of the shares issuable under this "full ratchet" provision were issued at the time of the 2017 Private Offering (discussed below).

From March 2, 2017 to May 24, 2017, the Company conducted a private offering to certain accredited investors in which it sold $3,500,000 of its Common Stock at a purchase price of $0.80 per share of Common Stock plus one-half warrant per share of Common Stock with a strike price of $1.35 per warrant share (the "2017 Private Offering"). The Company issued 4,375,000 shares of Common Stock and warrants to purchase up to an additional approximately 2,187,500 shares of Common Stock at an exercise price of $1.35 per share (the "2017 Private Offering Warrants") in connection with the 2017 Private Offering.

The 2017 Private Offering triggered the ratchet provisions under the 2016 Private Offering, which resulted in the issuance of an additional 345,324 shares of Common Stock to the investors in the 2016 Private Offering.

The 2017 Private Offering Warrants are exercisable beginning six (6) months after the date of issuance and ending on the fourth anniversary of the date of issuance. The 2017 Private Offering Warrants provide that the Company can call the warrants if the closing price of its Common Stock equals or exceeds $2.70 per share for ten consecutive trading days with a minimum trading volume of 100,000 shares per day, subject to certain additional conditions set forth in the warrants. If the holder of a 2017 Private Offering Warrant voluntarily exercises the warrant and the Company files a registration statement for the resale of the shares, the holder must pay the exercise price in cash. In all other circumstances, the exercise price may be paid via the "cashless exercise" method set forth in the 2017 Private Offering Warrant.

Each purchaser in the 2017 Private Offering executed a Securities Purchase Agreement (each, a "2017 SPA"). Each 2017 SPA provides the Purchasers piggyback registration rights to register and sell shares acquired under the Agreement if the Company were to undertake a registered securities offering on Form S-1 or S-3 prior to the time at which the Purchasers' shares may be resold under Rule 144 of the Securities Act. The piggyback rights associated with the 2017 SPAs executed in March 2017 expired in September 2017, and the remainder, associated with 2017 SPAs executed in May 2017, will expire during November 2017.

In addition, if the Company were to make another private or public offering of Common Stock, preferred securities, or securities convertible, exercisable, or exchangeable for Common Stock at a price per share lower than $0.80, each 2017 SPA would require the Company to issue additional shares of Common Stock to the Purchasers in a number sufficient to cause the effective price per share paid by the Purchasers in the 2017 Private Offering to be equal to the new offering price. This "full ratchet" provision applies only to the shares, and not the 2017 Private Offering Warrants, issued under the 2017 SPA and lasts for a period of 12 months following the date of the final closing under the 2017 Private Offering. The "full ratchet" provision is limited, however, to 2,175 shares per unit issued under the 2017 SPAs. The Company issued a total of 350 such units, so the maximum number of ratchet shares that could be issued is 761,250 shares.

Pursuant to the 2017 SPAs, the Company has invited Dr. Robin Smith to attend all meetings of the Company's board of directors in a nonvoting observer capacity for a period of one year. Dr. Smith will receive shares of Common Stock valued at one-half of the annual compensation paid to a director of the Company.

On May 11, 2017, in exchange for the guarantee by Century Focused Fund III, LP ("Century") of the $2.0 million SWK seasonal revolving credit facility pursuant to a Limited Guaranty Agreement dated May 11, 2017, among Century, SWK and the Company (the "Century Guaranty"), the Company issued to WH-HH Blocker, Inc., a subsidiary of Century ("WH-HH Blocker"), a Common Stock Purchase Warrant to purchase 326,052 shares of Common Stock, with a strike price of $0.6134 per share (the "10% Warrant"). If the guarantee is called, the Company would issue to WH-HH Blocker an additional Common Stock Purchase Warrant to purchase 2,934,468 shares of Common Stock, with a strike price of $0.6134 per share (the "90% Contingent Warrant"). The 10% Warrant and the 90% Contingent Warrant will be exercisable for seven years and will each have a strike price equal to the average trading price used to determine the number of shares subject to such warrant. The 10% Warrant will not be exercisable until after May 11, 2018.

On August 8, 2017, the Company issued to SWK Warrant No. SWK-4 ("Warrant No. SWK-4"), which provides SWK with the right to purchase 450,000 shares of Common Stock at a price equal to $0.80 per share. Warrant No. SWK-4 is exercisable at any time up to and including August 8, 2024. Warrant No. SWK-4 is exercisable on a cashless basis. In the event Warrant No. SWK-4 is exercised on a cashless basis, the Company will not receive any proceeds. The exercise price of Warrant No. SWK-4 is subject to customary adjustment provisions for stock splits, stock dividends, recapitalizations and the like. Warrant No. SWK-4 grants the holder certain piggyback registration rights.

On August 31, 2017, the Company issued 450,000 shares of Common Stock to Lincoln Park as consideration for its commitment to purchase shares of the Common Stock under the Purchase Agreement entered into between the Company and Lincoln Park as of such date. In addition, in connection with a required consent for the Company to enter into the Purchase Agreement, the Company issued 50,000 shares to Aracle SPF V, LLC.

Unless otherwise noted, all of the transactions described in Item 15 were exempt from registration under the Securities Act pursuant to Section 4(a)(2) of the Securities Act in that such sales did not involve a public offering, or under Rule 506 of Regulation D promulgated under the Securities Act.

Item 16. Exhibits and Financial Statement Schedules.

A list of exhibits filed with this registration statement on Form S-1 is set forth on the Exhibit Index and is incorporated herein by reference.

Item 17. Undertakings.

Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended, or the Act, may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is therefore unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant 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 Registrant 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 Act and will be governed by the final adjudication of such issue.

The Registrant hereby undertakes:

(a) 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;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the 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 the 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 Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 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 the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that paragraphs (a)(i), (a)(ii) and (a)(iii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or 15(d) of the Exchange Act that are incorporated by reference in the registration statement.

(b) That, for the purpose of determining any liability under the Securities Act of 1933, 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;

(c) 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;

(d) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:

(i) Each prospectus filed by the Registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the Registration Statement as of the date the filed prospectus was deemed part of and included in the Registration Statement; and

(ii) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the Registration Statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the Registration Statement relating to the securities in the Registration Statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the Registration Statement or made in a document incorporated or deemed incorporated by reference into the Registration Statement or prospectus that is part of the Registration Statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the Registration Statement or prospectus that was part of the Registration Statement or made in any such document immediately prior to such effective date;

(e) That, for purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this Registration Statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act of 1933 shall be deemed to be part of this Registration Statement as of the time it was declared effective;

(f) That, for the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus 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;

(g) To deliver or cause to be delivered with the prospectus, to each person to whom the prospectus is sent or given, the latest annual report to security holders that is incorporated by reference in the prospectus and furnished pursuant to and meeting the requirements of Rule 14a-3 or Rule 14c-3 under the Securities Exchange Act of 1934; and, where interim financial information required to be presented by Article 3 of Regulation S-X are not set forth in the prospectus, to deliver, or cause to be delivered to each person to whom the prospectus is sent or given, the latest quarterly report that is specifically incorporated by reference in the prospectus to provide such interim financial information; and

(h) That, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) 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.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Olathe, State of Kansas, on December 20, 2017.

HOOPER HOLMES, INC.

By: /s/ Henry E. Dubois

Henry E. Dubois
Chief Executive Officer:
(Principal Executive Officer)

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Henry E. Dubois and Kevin Johnson and each of them as attorney-in-fact, with power of substitution, in any and all capacities, to sign any and all amendments and post-effective amendments to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that said attorney-in-fact, or his substitute or substitutes, may do or cause to be done by virtue thereof.

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 and on the dates indicated.

Name	Title	Date
/s/Henry E. Dubois Henry E. Dubois	Chief Executive Officer (Principal Executive Officer) and Director	December 20, 2017
/s/ Kevin Johnson Kevin Johnson	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	December 20, 2017
/s/ Ronald V. Aprahamian Ronald V. Aprahamian	Chairman of the Board	December 20, 2017
/s/ Frank Bazos Frank Bazos	Director	December 20, 2017
/s/ Paul Daoust Paul Daoust	Director	December 20, 2017
/s/ Larry Ferguson Larry Ferguson	Director	December 20, 2017
/s/ James Foreman James Foreman	Director	December 20, 2017
Thomas A. Watford Thomas A. Watford	Director	December 20, 2017

EXHIBIT INDEX

Exhibit Number	Item
2.1	Strategic Alliance Agreement dated April 16, 2014 by and among Hooper Holmes, Inc., Heritage Labs International, LLC, Mid-America Agency Services, Incorporated and Clinical Reference Laboratory, Inc. (1)
2.2	Amendment Number 1 to the Strategic Alliance Agreement dated August 31, 2014 by and among Hooper Holmes, Inc., Heritage Labs International, LLC, Mid-America Agency Services, Incorporated and Clinical Reference Laboratory, Inc. (2)
2.3	Asset Purchase Agreement dated April 17, 2015 by and among Hooper Holmes, Inc., Jefferson Acquisition, LLC, Hooper Wellness, LLC, Accountable Health Solutions, Inc., and Accountable Health, Inc. (3)
2.4	Agreement and Plan of Merger dated March 7, 2017, by and among Hooper Holmes, Inc., Piper Merger Corp., Provant Health Solutions, LLC, and Wellness Holdings, LLC. (4)
2.5	Waiver and Consent dated as of April 19, 2017, by and among Hooper Holmes, Inc., Piper Merger Corp., Provant Health Solutions, LLC and Wellness Holdings, LLC. (5)
3.1	Amended and Restated Certificate of Incorporation of Hooper Holmes, Inc. (6)
3.2	Restated Bylaws of Hooper Holmes, Inc. (7)
4.1	Warrant dated April 17, 2015, issued by Hooper Holmes, Inc. to SWK Funding LLC. (8)
4.2	Form of Warrant issued to the Purchasers under the Securities Purchase Agreement dated March 2, 2017 (9)
4.3	Second Amended and Restated Closing Date Warrant dated May 11, 2017, issued by Hooper Holmes, Inc. to SWK Funding LLC. (10)
4.4	Common Stock Purchase Warrant dated May 11, 2017, issued by Hooper Holmes, Inc. to WH-HH Blocker, Inc. (11)
4.5	Common Stock Purchase Warrant dated May 11, 2017, issued by Hooper Holmes, Inc. to WH-HH Holdings, LLC. (12)
4.6	Common Stock Purchase Warrant dated May 9, 2017, issued by Hooper Holmes, Inc. to Ronald Aprahamian. (13)
4.7	Form of Common Stock Purchase Warrant issued to the Purchasers. (14)
4.8	Warrant dated August 8, 2017, issued by Hooper Holmes, Inc. to SWK Funding LLC. (15)
5.1	Opinion of Spencer Fane LLP.
10.1	Form of Indemnification Agreement. (16)
10.2	Hooper Holmes, Inc. 2004 Employee Stock Purchase Plan. (17)*
10.3	Hooper Holmes, Inc. 2007 Non-Employee Director Restricted Stock Plan. (18)*
10.4	Hooper Holmes, Inc. 2008 Omnibus Employee Incentive Plan (19)*
10.5	Hooper Holmes, Inc. Third Amended and Restated 2011 Omnibus Incentive Plan (20)*
10.6	Form of Executive Change-in-Control Agreement by and between Hooper Holmes, Inc. and Executive Officers of the Company (21)*
10.7	Employment Agreement between Hooper Holmes, Inc. and Henry E. Dubois. (22)*
10.8	Employment Agreement between Hooper Holmes, Inc. and Steven R. Balthazor. (23)*
10.9	Option Award Agreement dated May 11, 2017, between Hooper Holmes, Inc. and Henry Dubois. (24)*
10.10	Option Award Agreement dated May 11, 2017, between Hooper Holmes, Inc. and Steven Balthazor. (25)*
10.11	Amendment No. 1 to the Employment Agreement, dated September 18, 2017, between Hooper Holmes, Inc. and Steven R. Balthazor. (26)*
10.12	Employment Agreement dated May 11, 2017, between Hooper Holmes, Inc. and Mark Clermont.*

10.13	Employment Agreement dated September 11, 2017, between Hooper Holmes, Inc. and Kevin Johnson.*
10.14	Option Award Agreement dated September 11, 2017, between Hooper Holmes, Inc. and Kevin Johnson.*
10.15	Credit Agreement dated April 17, 2015, by and among Hooper Holmes, Inc., SWK Funding LLC and the Lenders party thereto from time to time. (27)
10.16	First Amendment dated February 25, 2016, to Credit Agreement dated April 17, 2015, by and between Hooper Holmes, Inc. and SWK Funding LLC. (28)
10.17	Second Amendment dated March 28, 2016, to Credit Agreement dated April 17, 2015, by and between Hooper Holmes, Inc. and SWK Funding LLC. (29)
10.18	Third Amendment and Limited Waiver and Forbearance dated August 15, 2016, to Credit Agreement dated April 17, 2015, by and between Hooper Holmes, Inc. and SWK Funding LLC. (30)
10.19	Fourth Amendment dated November 15, 2016, to Credit Agreement dated April 17, 2015, by and between Hooper Holmes, Inc. and SWK Funding LLC.(31)
10.20	Guarantee and Collateral Agreement dated April 17, 2015, by and among SWK Funding LLC, Hooper Holmes, Inc. and its subsidiaries. (32)
10.21	Amended and Restated Credit Agreement dated May 11, 2017, among Hooper Holmes, Inc., SWK Funding LLC and the other parties thereto. (33)
10.22	Limited Guarantee Agreement dated May 11, 2017, among SWK Funding LLC, Century Focused Fund III, LP and Hooper Holmes, Inc. (34)
10.23	Credit Agreement Side Letter dated May 11, 2017, between Hooper Holmes, Inc. and Century Focused Fund III, LP. (35)
10.24	First Amendment to Amended and Restated Credit Agreement dated August 8, 2017, among Hooper Holmes, Inc., SWK Funding LLC and the other parties thereto. (36)
10.25	Second Amendment to Amended and Restated Credit Agreement dated November 14, 2017, among Hooper Holmes, Inc., SWK Funding LLC and the other parties thereto. (37)
10.26	Limited Guaranty dated August 15, 2013, by Gary Gelman, in favor of Hooper Holmes, Inc. (38)
10.27	Limited Laboratory and Administrative Services Agreement dated April 16, 2014 by and between Hooper Holmes, Inc. and Clinical Reference Laboratory, Inc. (39)***
10.28	Amendment Number 1 to the Limited Laboratory and Administrative Services Agreement dated August 31, 2014 by and between Hooper Holmes, Inc. and Clinical Reference Laboratory, Inc. (40)
10.29	Stock Purchase Agreement dated March 28, 2016, between Hooper Holmes, Inc. and 200 NNH, LLC. (41)
10.30	Credit and Security Agreement dated April 29, 2016, by and between SCM Specialty Finance Opportunities Fund, L.P. and Hooper Holmes, Inc. and subsidiaries. (42)
10.31	First Amendment and Limited Waiver and Forbearance dated August 15, 2016, to Credit and Security Agreement dated April 29, 2016, by and between SCM Specialty Finance Opportunities Fund, L.P. and Hooper Holmes, Inc. and subsidiaries (43)
10.32	Second Amendment dated November 15, 2016, to Credit and Security Agreement dated April 29, 2016, by and between SCM Specialty Finance Opportunities Fund, L.P. and Hooper Holmes, Inc. and subsidiaries (44)
10.33	Omnibus Joinder to Loan Documents and Third Amendment to Credit and Security Agreement dated May 11, 2017, among Hooper Holmes, Inc., SCM Specialty Finance Opportunities Fund, L.P. and the other parties thereto. (45)
10.34	Waiver and Fourth Amendment to Credit and Security Agreement, dated as of November 14, 2017, among Hooper Holmes, Inc., SCM Specialty Finance Opportunities Fund, L.P. and the other parties thereto. (46)
10.35	Form of Securities Purchase Agreement dated September 15, 2016 between Hooper Holmes, Inc. and the Purchasers. (47)
10.36	Form of Securities Purchase Agreement dated March 2, 2017 between Hooper Holmes, Inc. and the Purchasers. (48)
10.37	Form of Securities Purchase Agreement between the Company and the Purchasers. (49)

10.38	Securities Purchase Agreement dated May 11, 2017, between Hooper Holmes, Inc. and WH-HH Holdings, LLC. (50)
10.39	Securities Purchase Agreement dated May 9, 2017, between Hooper Holmes, Inc. and Ronald Aprahamian. (51)
10.40	Voting and Standstill Agreement dated May 11, 2017, between Hooper Holmes, Inc. and Century Focused Fund III, LP (and joined by WH-HH Holdings, LLC). (52)
10.41	Subordinated Promissory Note dated May 11, 2017, made by Provant Health Solutions, LLC in favor of Century Focused Fund III, LP. (53)
10.42	Purchase Agreement dated as of August 31, 2017, between Hooper Holmes, Inc. and Lincoln Park Capital Fund, LLC. (54)
10.43	Registration Rights Agreement dated as of August 31, 2017, between Hooper Holmes, Inc. and Lincoln Park Capital Fund, LLC. (55)
10.44	Amendment No. 1 to Purchase Agreement and Registration Rights Agreement dated as of November 30, 2017, between Hooper Holmes, Inc. and Lincoln Park Capital Fund, LLC.
14	Hooper Holmes, Inc. Code of Conduct and Ethics. (56)
16.1	Letter to Securities and Exchange Commission from KPMG LLP dated May 17, 2016. (57)
21	Subsidiaries of Hooper Holmes, Inc.
23.1	Consent of KPMG LLP.
23.2	Consent of Mayer Hoffman McCann P.C.
23.3	Consent of RSM US LLP.
101.INS	XBRL Instance Document**
101.SCH	XBRL Taxonomy Extension Schema Document**
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document**
101.DEF	XBRL Taxonomy Extension Label Linkbase Document**
101.LAB	XBRL Taxonomy Extension Label Linkbase Document**
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document**

*Denotes a management contract or compensatory plan or arrangement.

** Pursuant to Rule 406T of Regulation S-T, the XBRL related information in Exhibit 101 to this Report on Form 10-K shall not be deemed to be "filed" for purposes of Section 18 of the Exchange Act, or otherwise subject to the liability of that section, and shall not be deemed part of a registration statement, prospectus or other document filed under the Securities Act or the Exchange Act, except as shall be expressly set forth by specific reference in such filings.

***Portions of this exhibit containing confidential information have been omitted and filed separately pursuant to an application for confidential treatment filed with the Securities and Exchange Commission under Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

(1) Incorporated by reference to Exhibit 2.1 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2014.

(2) Incorporated by reference to Exhibit 2.2 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2014.

(3) Incorporated by reference to Exhibit 2.1 of the Company's Current Report on Form 8-K dated April 21, 2015.

(4) Incorporated by reference to Exhibit 2.1 of the Company's Current Report on Form 8-K dated March 8, 2017.

(5) Incorporated by reference from the Company's Current Report on Form 8-K, Exhibit 2.2, filed with the SEC on April 20, 2017.
(6) Incorporated by reference to Exhibit 3.1 of the Company's Current Report on Form 8-K dated June 2, 2010.
(7) Incorporated by reference to Exhibit 3.1 of the Company's Current Report on Form 8-K dated February 17, 2011.
(8) Incorporated by reference to Exhibit 10.2(d) of the Company's Current Report on Form 8-K dated April 21, 2015.
(9) Incorporated by reference to Exhibit 4.1 of the Company's Current Report on Form 8-K dated March 8, 2017.
(10) Incorporated by reference from the Company's Current Report on Form 8-K, Exhibit 4.1, filed with the SEC on May 12, 2017.
(11) Incorporated by reference from the Company's Current Report on Form 8-K, Exhibit 4.2, filed with the SEC on May 12, 2017.
(12) Incorporated by reference from the Company's Current Report on Form 8-K, Exhibit 4.3, filed with the SEC on May 12, 2017.
(13) Incorporated by reference from the Company's Current Report on Form 8-K, Exhibit 4.4, filed with the SEC on May 12, 2017.
(14) Incorporated by reference to Exhibit 4.1 of the Company's Current Report on Form 8-K dated May 31, 2017).
(15) Incorporated by reference from the Company's Quarterly Report on Form 10-Q, Exhibit 4.6, filed with the SEC on August 14, 2017.
(16) Incorporated by reference to Exhibit 10.1 of the Company's Current Report on Form 8-K dated June 17, 2014.
(17) Incorporated by reference to Annex B to the Company's Proxy Statement for the Annual Meeting of Shareholders held on May 29, 2013.
(18) Incorporated by reference to Exhibit 10.15 of the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2007.
(19) Incorporated by reference to Annex A to the Company's Proxy Statement for the Annual Meeting of Shareholders held on May 29, 2008.
(20) Incorporated by reference to Annex A to the Company's Proxy Statement for the Annual Meeting of Shareholders held on August 10, 2017.
(21) Incorporated by reference to Exhibit 10.11 of the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2010.
(22) Incorporated by reference to Exhibit 10.5 of the Company's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2013.
(23) Incorporated by reference to Exhibit 10.13 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2015.
(24) Incorporated by reference from the Company's Current Report on Form 8-K, Exhibit 10.9, filed with the SEC on May 12, 2017.
(25) Incorporated by reference from the Company's Current Report on Form 8-K, Exhibit 10.10, filed with the SEC on May 12, 2017.
(26) Incorporated by reference from the Company's Quarterly Report on Form 10-Q, Exhibit 10.4, filed with the SEC on November 14, 2017.
(27) Incorporated by reference to Exhibit 10.2(a) of the Company's Current Report on Form 8-K dated April 21, 2015.
(28) Incorporated by reference to Exhibit 10.1 of the Company's Current Report on Form 8-K dated March 2, 2016.
(29) Incorporated by reference to Exhibit 10.44 of the company's Annual Report on Form 10-K for the fiscal year ended December 31, 2015.
(30) Incorporated by reference to Exhibit 10.6 of the Company's Quarterly Report on form 10-Q for the quarterly period ended June 30, 2016.
(31) Incorporated by reference to Exhibit 10.13 of the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2016.

(32) Incorporated by reference to Exhibit 10.2(b) of the Company's Current Report on Form 8-K dated April 21, 2015.
(33) Incorporated by reference from the Company's Current Report on Form 8-K, Exhibit 10.1, filed with the SEC on May 12, 2017.
(34) Incorporated by reference from the Company's Current Report on Form 8-K, Exhibit 10.2, filed with the SEC on May 12, 2017.
(35) Incorporated by reference from the Company's Current Report on Form 8-K, Exhibit 10.3, filed with the SEC on May 12, 2017.
(36) Incorporated by reference from the Company's Quarterly Report on Form 10-Q, Exhibit 10.12, filed with the SEC on August 14, 2017.
(37) Incorporated by reference from the Company's Quarterly Report on Form 10-Q, Exhibit 10.6, filed with the SEC on November 14, 2017.
(38) Incorporated by reference to Exhibit 10.2 of the Company's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2013.
(39) Incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q/A for the quarterly period ended March 31, 2014.
(40) Incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2014.
(41) Incorporated by reference to Exhibit 10.43 to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2015.
(42) Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated May 3, 2016.
(43) Incorporated by reference to Exhibit 10.7 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2016.
(44) Incorporated by reference to Exhibit 10.21 of the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2016.
(45) Incorporated by reference from the Company's Current Report on Form 8-K, Exhibit 10.4, filed with the SEC on May 12, 2017.
(46) Incorporated by reference from the Company's Quarterly Report on Form 10-Q, Exhibit 10.5, filed with the SEC on November 14, 2017.
(47) Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated September 21, 2016.
(48) Incorporated by reference to Exhibit 10.1 of the Company's Current Report on Form 8-K dated March 8, 2017.
(49) Incorporated by reference to Exhibit 10.1 of the Company's Current Report on Form 8-K dated May 31, 2017.
(50) Incorporated by reference from the Company's Current Report on Form 8-K, Exhibit 10.5, filed with the SEC on May 12, 2017.
(51) Incorporated by reference from the Company's Current Report on Form 8-K, Exhibit 10.6, filed with the SEC on May 12, 2017.
(52) Incorporated by reference from the Company's Current Report on Form 8-K, Exhibit 10.7, filed with the SEC on May 12, 2017.
(53) Incorporated by reference from the Company's Current Report on Form 8-K, Exhibit 10.8, filed with the SEC on May 12, 2017.
(54) Incorporated by reference from the Company's Current Report on Form 8-K, Exhibit 10.1, filed with the SEC on September 1, 2017.
(55) Incorporated by reference from the Company's Current Report on Form 8-K, Exhibit 10.2, filed with the SEC on September 1, 2017.
(56) Incorporated by reference to Exhibit 14 of the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2010.
(57) Incorporated by reference to Exhibit 16.1 to the Company's Current Report on Form 8-K dated May 17, 2016.

EXHIBIT 5.1

SPENCER FANE LLP
1000 WALNUT STREET, SUITE 1400
KANSAS CITY, MO 64106
(816) 474-8100

December 20, 2017

Hooper Holmes, Inc.
560 N. Rogers Road
Olathe, KS 66062

Re: Registration Statement on Form S-1

Ladies and Gentlemen:

We have examined the Registration Statement on Form S-1 (the "Registration Statement"), of Hooper Holmes, Inc., a New York corporation (the "Company"), filed with the Securities and Exchange Commission (the "Commission") pursuant to the Securities Act of 1933, as amended (the "Securities Act"), for the registration of the offer and sale of up to 4,091,783 shares of the Company's common stock, par value $0.04 per share ("Common Stock"), consisting of (a) 450,000 shares of Common Stock (the "Commitment Shares") issued to Lincoln Park Capital Fund, LLC ("Lincoln Park") as an initial commitment fee in connection with the Company's entry into the Purchase Agreement with Lincoln Park as of August 31, 2017 (the "Purchase Agreement"), (b) 50,000 shares of Common Stock (the "Aracle Shares") issued to Aracle SPF V, LLC in connection with its consent to the Company entering into the Purchase Agreement, and (c) up to 3,591,783 shares of Common Stock (the "Future Shares") that may be issued and sold to Lincoln Park pursuant to the Purchase Agreement.

In arriving at the opinion expressed below, we have examined originals, or copies certified or otherwise identified to our satisfaction as being true and complete copies of the originals, of specimen Common Stock certificates and such other documents, corporate records, certificates of officers of the Company and of public officials and other instruments as we have deemed necessary or advisable to enable us to render the opinions set forth below. In our examination, we have assumed without independent investigation the genuineness of all signatures, the legal capacity and competency of all natural persons, the authenticity of all documents submitted to us as originals and the conformity to original documents of all documents submitted to us as copies.

Based upon the foregoing, and subject to the assumptions, exceptions, qualifications and limitations set forth herein, we are of the opinion that the Commitment Shares and the Aracle Shares are validly issued, fully paid and non-assessable and that the Future Shares, when issued against payment therefor as set forth in the Purchase Agreement, will be validly issued, fully paid and non-assessable.

We consent to the filing of this opinion as an exhibit to the Registration Statement, and we further consent to the use of our name under the caption "Legal Matters" in the Registration Statement and the prospectus that forms a part thereof. In giving these consents, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the Rules and Regulations of the Commission.

Very truly yours,

/s/ Spencer Fane LLP

Exhibit 10.12

Employment Agreement

This Employment Agreement ("Agreement") is made as of May 11, 2017 (the "Effective Date"), by and between **Hooper Holmes, Inc.,** a New York corporation, with its principal office at 560 N. Rogers Road, Olathe, Kansas 66062 (the "Company") and **Mark Clermont,** with a principal address of 6 Leonard Parkway, Shrewsbury, MA 01545 ("Executive").

RECITALS

WHEREAS, the parties desire to embody in this Agreement the terms and conditions of Executive's employment with the Company.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, including the compensation to be paid to Executive, the parties hereby agree as follows:

1. Employment; Term; Duties and Responsibilities.

1.1. *Employment as President and Chief Operating Officer ("COO").* The Company wishes to employ Executive as its President and Chief Operating Officer, and Executive hereby accepts such employment, subject to the terms and conditions of this Agreement. Executive represents and warrants to the Company that he is not a party to any agreement that would restrict or prohibit him from being employed by the Company.

1.2. *Term.* The provisions of this Agreement shall be effective as of the Effective Date and shall continue in force until April 30, 2019 unless terminated earlier pursuant to Section 3 (the "Term"). The Term will be automatically renewed for one or more successive additional two-year periods unless either party provides written notice of non-renewal to the other at least 90 days prior to the end of the then-current Term.

1.3. *Duties and Responsibilities.* In his capacity as President and Chief Operating Officer, Executive shall report directly to the Chief Executive Officer ("CEO"). Executive shall have such duties and responsibilities, and the power and authority, normally associated with the positions of President and Chief Operating Officer, as well as any additional duties and responsibilities that shall, from time to time, be delegated or assigned to him by the CEO. Executive shall keep the CEO and the Company's Board of Directors fully informed of any and all matters of a material nature, and seek CEO or Board approval of appropriate matters, in accordance with his fiduciary duties to the Company and its shareholders.

1.4. *Devotion of Time.* During the Term, Executive shall devote all of his working time, care and attention to his duties, responsibilities and obligations to the Company. Executive may serve on the boards of civic and charitable entities and, with the prior written consent of the CEO, other corporate

entities; provided, however, that such activities do not, either individually or in the aggregate, interfere or conflict with Executive's duties and responsibilities with the Company.

1.5. *Location*. Executive may work from his home office in the Boston, Massachusetts area; provided, however, that Executive is expected to conduct his primary duties at the Company's offices currently located in the Boston, Massachusetts / Rhode Island area.

2. Compensation; Benefits.

As compensation and consideration for the services to be rendered by Executive to the Company in accordance with the terms and conditions of this Agreement, and while Executive is employed with the Company, Executive shall be entitled to the compensation and benefits set forth in this Section 2 (subject, in each case, to the provisions of Section 3 of this Agreement).

2.1. *Base Salary.* Executive shall receive an annual base salary ("Base Salary") of Three Hundred and Twenty-five Thousand Dollars ($325,000) per year, payable in accordance with the Company's standard payroll dates and practices. Executive's Base Salary may be reviewed no more frequently than annually by the CEO and may be adjusted by the CEO, subject to oversight by the Company's Board of Directors, based on the Executive's and the Company's performance, financial and otherwise. If the Base Salary is adjusted, the adjusted amount will thereafter be the Base Salary for all purposes of this Agreement.

2.2. *Annual Bonus.* Executive shall be eligible to participate in such annual bonus or incentive compensation plans and programs as may be in effect from time to time in accordance with the Company's compensation practices and the terms and provisions of any such plans or programs. Executive's annual target bonus opportunity will be equal to 50% of his Base Salary, and is based on the overall performance of the company. The corporate target will be the same for all executives and is set by the Company's Board at the end of the prior year or early in the applicable year. This bonus may be paid in a combination of cash and restricted stock. Except as otherwise provided by the terms of this Agreement, any annual corporate performance bonus earned shall be paid at the same time and in the same manner as corresponding awards to other senior executives of the Company generally. In order to earn and be entitled to receive any bonus, Executive must be employed in good standing, as determined by the Company, when the bonus is paid.

2.3. *Long-Term and Equity Compensation.* Executive shall be eligible to participate in any long-term incentive compensation plan (including any equity compensation plan) that may be adopted by the Company from time to time during the Term. In lieu of an annual award under the Company's Long Term Incentive Plan during the first year of Executive's employment, Executive shall be entitled to receive options to purchase 500,000 shares of common stock with a strike price set as the close price as of the Effective Date. 50% of these initial options will vest in equal amounts over four years, one-fourth of the amount on each of the first four anniversaries of the Effective Date. The remaining 50% of these initial options will vest in an amount described in the table below based on the Company achieving the Company's goal of run rate synergies by the end of 2017.

Percentage of Company's goal of $7 Million of run rate synergies achieved by the end of 2017	Percentage of the remaining 50% of initial options vested
100% achievement	100% vested
90% achievement	80% vested
80% achievement	60% vested
70% achievement	20% vested

If the Company achieves more than $750,000 over the goal of $7 Million of run rate synergies by the end of 2017, the Executive shall be entitled to receive an additional cash bonus of $ 69,000.

Any annual award of options for subsequent years will be set independently of this initial award. Executive's right to receive any options is contingent on Executive's execution of a customary option grant agreement with the Company.

2.4. *Participation in Other Benefit Plans.* While Executive is employed with the Company, Executive shall be eligible to participate in all retirement and other benefit plans and programs of the Company generally available from time to time to employees of the Company and for which Executive qualifies under the terms thereof. Nothing in this Agreement shall limit the Company's ability to change, modify, cancel, amend or discontinue any of these plans.

2.5. *Reimbursement of Expenses.* The Company shall pay directly or reimburse Executive for reasonable business-related expenses and disbursements incurred by him for and on behalf of the Company in connection with the performance of his duties for the Company, subject to the Company's written policies relating to business-related expenses as in effect from time to time. Executive shall submit to the Company, no later than the month after the month during which he incurred any such business-related expenses and disbursements, a report of such expenses and disbursements in the form normally used by the Company and receipts with respect thereto, and the Company's obligations under this Section 2.5 shall be subject to compliance therewith. Reimbursement of any business-related expenses and disbursements shall be made in accordance with the Company's written policies relating to business-related expenses as in effect from time to time. In no event will reimbursement of any business-related expenses and disbursements be made later than the last day of the calendar year following the calendar year in which any such expense or disbursement was incurred.

2.6. *Vacation.* Executive shall be entitled to paid vacation in accordance with the Company's Paid Time Off (PTO) policy in effect from time to time. Pursuant to the Company's current PTO policy, Executive shall be entitled to take up to 22 days paid vacation per year, with

any unused vacation days expiring as of a set date each year for all Company employees, currently July 31.

2.7 *Deductions; Withholdings.* All compensation payable to Executive under the terms of this Agreement shall be subject to any applicable income, payroll or other tax withholding requirements and such other deductions or amounts, if any, as may be authorized by Executive.

3. Termination.

3.1. *Termination by the Company.* The Company shall have the right, subject to the terms of this Agreement, to terminate Executive's employment at any time, with or without "Cause." The Company shall give Executive written notice of a termination for Cause (the "Cause Notice") in accordance with Section 8.2 of this Agreement. The Cause Notice shall state the particular action(s) or inaction(s) giving rise to the termination for Cause.

If the action(s) or inaction(s) giving rise to the Cause Notice are curable, and if Executive remedies the action(s) or inaction(s) giving rise to the Cause Notice to the satisfaction of the CEO within the 10-day period following his receipt of the Cause Notice, the Cause Notice shall be deemed rescinded and of no force or effect.

For purposes of this Agreement, "Cause" shall mean:

- Executive's conviction of or plea of *nolo contendere* to a felony;
- any act of fraud, theft, embezzlement, or gross negligence by Executive,
- material dishonesty or misconduct in performance of Executive's duties to the Company;
- a material breach by Executive of any of the terms or provisions of this Agreement; or
- Executive's failure to perform (other than as a result of Executive's Disability) or substantial neglect in the performance of Executive's duties and responsibilities to the Company.

3.2 *Termination by Executive.* Executive shall have the right, subject to the terms of this Agreement, to terminate his employment at any time, for any reason or for no reason. Executive shall also have the right, subject to the terms of this Agreement, to terminate his employment at any time for "Good Reason."

For purposes of this Agreement, "Good Reason" shall mean the occurrence of any of the following during the Term without Executive's prior written consent:

- a material diminution in the Executive's authority, duties and/or responsibilities;

- a material diminution in Executive's Base Salary, or unless the diminution is a result of a Company-wide diminution in the annual bonus opportunity, target incentive awards and/or benefits of all similarly situated employees as Executive, a material diminution in the amount of Executive's annual bonus opportunity, target incentive award and/or benefits, including health, retirement and fringe;

- a material failure by the Company to comply with the material provisions of this Agreement (provided that an isolated, insubstantial or inadvertent action or omission that is not in bad faith and is remedied by the Company promptly after receipt of notice thereof given by Executive shall not constitute Good Reason);

- in the event of the occurrence of a Change in Control as specified in Section 3.5 below, the failure of a successor to the Company to explicitly assume and agree to be bound by the terms of the Change in Control provisions contained in this Agreement;

- a material breach by the Company of any of the Change in Control provisions of this Agreement; or

Executive must give the Company written notice, in accordance with Section 8.2 of this Agreement, of any Good Reason termination of employment. Such notice must be given within 60 days following Executive's knowledge of the first occurrence (as determined without regard to any prior occurrence that was subsequently remedied by the Company) of a Good Reason circumstance, and must specify which of the Good Reason circumstances Executive is relying on, the particular action(s) or inaction(s) giving rise to such circumstance, and the date that Executive intends to separate from service, as defined under Section 409A of the Internal Revenue Code of 1986, as amended, which shall be no earlier than thirty (30) days following the date of the Company's receipt of the notice. Executive's termination shall not be deemed a Good Reason termination of employment if (i) within 30 days of the Company's receipt of such notice, the Company remedies the circumstance(s) giving rise to the notice, or (ii) Executive's termination of his employment does not occur within 60 days after the end of the 30-day period provided to the Company to remedy the circumstances giving rise to the notice.

3.3 *Death.* If Executive dies during the Term, Executive's employment shall automatically terminate, such termination to be effective on the date of Executive's death.

3.4 *Disability.* If Executive shall suffer a Disability, the Company shall have the right to terminate Executive's employment, such termination to be effective upon the giving of notice to Executive in accordance with Section 8.2 of this Agreement. For purposes of this Agreement, a "Disability" shall mean any physical or mental incapacity as a result of which Executive is unable to perform substantially all of his essential duties for an aggregate of four (4) months, whether or not

consecutive, during any calendar year, and which cannot be reasonably accommodated by the Company without undue hardship. Executive cannot be terminated for Disability unless the Company has delivered a written demand for substantial performance to Executive, specifically identifying the manner in which Executive has not substantially performed his duties, and Executive does not cure such failure within sixty (60) days of such demand.

3.5 *Termination of Employment following a Change in Control.*

3.5.1 Change In Control. A "Change in Control" shall be deemed to have occurred as of the first day any one or more of the following conditions shall have been satisfied:

(a) Any person (other than (i) the Company or any subsidiary of the Company, (ii) a corporation or other entity owned, directly or indirectly, by the shareholders of the Company as of the Effective Date in substantially the same proportions as their ownership of the Company, (iii) an employee benefit plan (or related trust) sponsored or maintained by the Company or any subsidiary of the Company, or (iv) Century Focused Fund III, L.P. ("Century") or any entity controlling, controlled by, or under common control with Century), becomes the beneficial owner, directly or indirectly, of securities of the Company, representing fifty-one percent (51%) or more of the combined voting power of the Company's then outstanding securities; provided, however, that no crossing of such 51% threshold shall be a "Change in Control" if it is caused (A) solely as a result of an acquisition by the Company of its voting securities; or (B) solely as a result of an acquisition of the Company's voting securities directly from the Company, in either case until such time thereafter as such person acquires additional voting securities other than directly from the Company and, after giving effect to such transaction, such person owns 51% or more of the then outstanding common stock or voting power of the Company; or

(b) A merger, consolidation, reorganization or share exchange, or sale of all or substantially all of the assets, of the Company, unless, immediately following such transaction, all of the following shall apply: (A) all or substantially all of the beneficial owners of the Company immediately prior to such transaction will beneficially own in substantially the same proportions, directly or indirectly, more than 51% of the combined voting power of the then outstanding voting securities of the corporation or other entity resulting from such transaction (including, without limitation, a corporation or other entity which, as a result of such transaction, owns the Company or all or substantially all of the Company's assets, either directly or through one or more subsidiaries) (the "Successor Entity"), (B) no person will be the beneficial owner, directly or indirectly, of 51% or more of the combined voting power of the then outstanding voting securities of the Successor Entity, and (C) at least a majority of the members of the board of directors of the Successor Entity will be Incumbent Directors.

(c) All terms used in this Section 3.5 shall be interpreted in a manner consistent with the '34 Act.

3.5.2 *Triggering Event.* Executive may not invoke Change In Control protections under this Agreement unless (i) a Change in Control occurs under sec. 3.5.1; and (ii) a Triggering Event occurs. For the purposes of this Agreement, a "Triggering Event" means a termination of the Executive's employment with the Company or Successor Entity at any time prior to the end of the twelve (12) month period following the Change in Control (such period of time being referred to as the "Employment Period"), unless (i) such termination is by reason of the Executive's Total Disability or death; or (ii) the Company terminates the Executive's employment with the Company or Successor Entity for Cause; or (iii) the Executive terminates his employment with the Company or Successor Entity without Good Reason.

3.5.3 *Company Successor*. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company, expressly to assume and agree to perform this Agreement in the same manner and to the same extent as the Company would be required to perform it if no such succession had taken place. Failure of the Company to obtain such agreement prior to the effectiveness of any such succession shall be a breach of this Agreement and shall entitle the Executive to compensation from the Company in the same amount and on the same terms as the Executive would be entitled to hereunder if the Company had terminated Executive without Cause as of the day immediately before such succession became effective. As used in this Section 3.5.3, the "Company" shall mean the Company as defined in the first sentence of this Agreement and any successor to all or substantially all its business or assets or which otherwise becomes bound by all the terms and provisions of this Agreement, whether by the terms hereof, by operation of law or otherwise.

3.6 *Effect of Termination.*

(a) In General. Subject to the terms of Section 3.6(c), in the event of the termination of Executive's employment for any reason during the Term, the Company shall pay to Executive (or his beneficiary, heirs or estate, in the event of his death), as provided in Section 3.6 of this Agreement: (i) any Base Salary, to the extent not previously paid, earned prior to the date of termination; (ii) any reimbursable business expenses that have not yet been reimbursed (collectively, the "Accrued Obligations"); and (iii) the cash equivalent of any unused vacation time accrued to the date of termination in accordance with the Company's PTO policies then in effect. The Accrued Obligations shall be paid within 30 days after the date of termination.

(b) Termination Resulting from Executive's Death or Disability. In the event of termination of Executive's employment as a result of Executive's death or Disability, Executive (or, in the case of death, his beneficiary, heir or estate) shall be entitled to the compensation payable in accordance with Section 3.6(a). In addition, any unvested stock rights, stock options and other unvested incentives or awards previously granted to Executive by the Company shall be subject to the terms of the applicable plan(s) under which such rights, options, incentives or awards were granted pertaining to the consequences of a plan participant's death or disability.

(c) Termination by the Company for Cause or by Executive without Good Reason. In the event of termination of Executive's employment by the Company for Cause or by Executive without Good Reason, neither Executive nor any beneficiary, heir or estate of Executive shall be entitled to any compensation other than the payments made or provided in accordance with Section 3.6(a). Executive shall immediately forfeit any right to or incentive compensation not yet paid or payable as of the date of termination, and all unvested stock rights, stock options and other such unvested incentives or awards previously granted to him by the Company, unless otherwise specifically provided in the applicable plan(s) under which such rights, options, incentives or awards were granted. Nothing in this Agreement shall be construed to limit the rights and remedies which may be available to the Company in the event of a termination of Executive's employment by the Company for Cause.

(d) Termination by the Company without Cause, by Executive with Good Reason, or when a Triggering Event occurs following a Change in Control. In the event of a termination of Executive's employment by the Company without Cause during the Term, by Executive with Good Reason, or when a Triggering Event occurs following a Change in Control, Executive shall receive the payments provided for in Section 3.6(a) and, in addition, the following:

(i) Executive shall be entitled to receive continuation of his then-current Base Salary (at the rate in effect immediately prior to his termination) for a period of twelve months if a Triggering Event occurs following a Change in Control or if terminated without Cause or with Good Reason.

(ii) All rights to exercise any outstanding award of stock options or

stock appreciation rights with respect to the Company's common stock, or shares of restricted stock, held by Executive at the date of termination shall be governed by the terms of the applicable plan under which such award was granted.

(iii) During any period in which Executive is entitled to receive continuation of his Base Salary pursuant to 3.6(d)(i), Executive shall also be entitled, but not required, to continue his participation in such retirement and other benefit plans and programs of the Company generally available from time to time to employees of the Company in which Executive was enrolled and/or participating on the date of termination, to the extent, and under the terms and conditions, permitted by the applicable plan or program, and subject to any subsequent modifications or amendments to any such plan or program.

3.7 *Conditions of Payment.* Any payments or benefits made or provided in connection with the termination of Executive's employment with the Company in accordance with Section 3.6 (other than payments made or provided in accordance with Section 3.6(a) or due to a termination of Executive's employment due to his death) are subject to Executive's:

(a) compliance with all applicable provisions of this Agreement, including the restrictive covenants identified in Section 5 of this Agreement;

(b) delivery to the Company of a resignation from all offices, directorships and fiduciary positions with the Company, its affiliates and employee benefit plans prior to the scheduled date for which the applicable payment or benefit is to be made or provided; and

(c) delivery by Executive of an executed, concurrently-effective, General Release substantially in the form attached to this Agreement as Exhibit A, with such changes or additions as needed under then applicable law to give effect to its intent and purpose.

3.8 *Mitigation.* Executive shall be under no obligation to seek other employment following a termination of his employment with the Company or any subsidiary for any reason in order to receive the severance benefits described in Section 3.6.

3 . 9 *Cooperation; Assistance.* Following termination of Executive's employment for any reason, Executive agrees to cooperate fully, subject to reimbursement by the Company of reasonable out-of-pocket costs and expenses (including reasonable attorney fees), with the Company or any subsidiary and its or their counsel with respect to any matter (including any litigation, investigation or governmental proceeding) which relates to matters with which Executive was involved or about which he had knowledge during his employment with the Company or any subsidiary. Such cooperation shall include appearing from time to time at the offices of the Company or any subsidiary or its or their counsel for conferences and interviews and, in general, providing the officers of the Company or any subsidiary and its or their counsel with the full benefit of Executive's knowledge with respect to any such matter. Executive further agrees, upon termination of his employment for any reason, and if the CEO or Board requests, to assist his successor in the transition of his duties and responsibilities to such successor. Executive agrees to render such cooperation in a timely fashion and at such times as may be mutually agreeable to the parties.

4. Confidentiality.

4.1 Executive acknowledges and agrees that:

(a) by reason of his employment with the Company and his service as an officer of the Company, Executive will have knowledge of all aspects of the Company's operations and will be entrusted with and have access to confidential and secret proprietary business information and trade secrets of the Company, including but not limited to:

(i) information regarding the Company's business priorities and strategic plans;

(ii) information regarding the Company's personnel;

(iii) financial and marketing information (including but not limited to information about costs, prices, profitability and sales information not available outside the Company);

(iv) secret and confidential plans for and information about new or existing services, and initiatives to address the Company's competition;

(v) information regarding customer relationships; and

(vi) proprietary or confidential information of customers or clients for which the Company may owe an obligation not to disclose such information.

(all such information shall be collectively referred to as "Confidential Information");

(b) the Company and its subsidiaries, affiliates and divisions will suffer substantial and irreparable damage that will not be compensable through money damages if Executive should divulge or make use of Confidential Information acquired by Executive in the course of his employment with the Company and service to the Board other than as may be required or appropriate in connection with Executive's work as an employee of the Company; and

(c) the provisions of this Agreement are reasonable and necessary for the protection of Confidential Information, the business of the Company and its subsidiaries, affiliates and divisions, and the stability of their workforces.

4.2 Except as may be required or appropriate in connection with Executive's work as an employee of the Company, Executive shall keep confidential all Confidential Information he learns of during his employment with the Company regarding the Company, its business, operations, systems, employees, customers, clients and prospective clients. In addition, Executive agrees that he will not disclose Confidential Information obtained from the Company or its officers, directors or management during his employment, including, but not limited to, information regarding, or statements by, the Company or its officers, directors or management, to anyone other than as required by law or in response to a lawful court order or subpoena.

4.3 Nothing in this Section 4 shall prohibit Executive from participating as a witness at the request of the Company or a third party in any investigation by the SEC or any other governmental agency charged with the investigation of any matters related to Executive's employment with the Company, nor shall Executive be prohibited from testifying in response to a subpoena, court order or notice of deposition. Executive agrees to notify the Company's General Counsel, in writing, at least ten (10) days prior to the response deadline or appearance date (whichever is earlier) for any such subpoena, court order or notice of deposition issued by a court or investigating agency which seeks disclosure of any Confidential Information, or as much notice as feasible if the response deadline or appearance date is less than ten (10) days from the date of Executive's receipt of any such subpoena, court order or notice of deposition. Executive further agrees to take any actions reasonably requested by the Company to allow the Company to protect the release of information regarding Executive's employment from the Company in such court or agency proceeding.

4.4 Executive agrees that:

(a) he will not, at any time, remove from the Company's premises any notebooks, software, data or other Confidential Information relating to the Company, except to the extent necessary or appropriate to perform his duties and responsibilities under the terms of this Agreement;

(b) upon the expiration or termination of this Agreement for any reason whatsoever, Executive shall promptly deliver to the Company any and all notebooks, software, data and documents and material, including all copies thereof, in his possession or under his control relating to any Confidential Information, or which is otherwise the property of the Company; and

(c) he will not use any Confidential Information for his own benefit or for the benefit of any new employer or any third person.

4.5 For purposes of this Section 4, the term "Company" shall mean and include the Company and any and all subsidiaries and affiliated entities of the Company in existence from time to time.

5. Non-Competition and Non-Solicitation.

5.1 Executive acknowledges that, by virtue of Executive's position with the Company, Executive will be exposed to and acquire significant Confidential Information about the Company and its existing and future plans and strategies. As a result, Executive acknowledges that the Company has a legitimate business interest supporting the restrictive covenants set forth in this Section 5.

5.2 During Executive's employment with the Company and until the first anniversary of the date of termination of Executive's employment with the Company for any reason, Executive shall not in any manner, directly or indirectly, within the United States (without the prior written consent of a duly authorized officer of the Company):

(a) act as a Competitive Enterprise or accept any engagement in any capacity that involves Executive performing management, consultation, advisory, sales, or other services of any kind with or for a Competitive Enterprise (as defined in Section 5.3 below), directly or indirectly;

(b) Solicit (as defined in Section 5.3 below) any Customer (as defined in Section 5.3 below) to transact business with a Competitive Enterprise or to reduce or refrain from doing any business with the Company or any of its subsidiaries;

(c) transact business with any Customer that would cause Executive to be a Competitive Enterprise;

(d) interfere with or damage any relationship between the Company or any its subsidiaries with a Customer; or

(e) Solicit anyone who is then an employee of the Company or any of its subsidiaries (or who was an employee of the Company or any of its subsidiaries within the prior 12 months) to resign from the Company or any of its subsidiaries or to apply for or accept employment with any other business or enterprise.

5.3 For purposes of this Agreement:

"Competitive Enterprise" means any business enterprise that either (A) engages in a business that competes anywhere in the United States with any business in which any Related Company is then engaged; or (B) holds a greater than 5% equity, voting or profit participation interest in any enterprise that competes anywhere in the United States with any activity that any Related Company is then engaged in; provided, however, that if (i) a Related Company ceases to do, and exits, a particular type of business activity, then following such exit such Related Company will be deemed not to be "then engaged" in such business; or (ii) a Related Company was not engaged in a particular type of business activity (and was not contemplating such business activity), while Executive was employed by a Related Company, then for the purposes of this Agreement, such Related Company will be deemed not to be "then engaged" in such business.

"*Related Company*" shall mean Hooper Holmes, Inc. and any of its direct or indirect subsidiaries, including without limitation Provant Health Solutions, LLC, a Rhode Island limited liability company, or its successor by merger pursuant to the Merger Agreement, and any of their respective successors or assigns.

"Customer" means any customer or prospective or potential customer of the Company or any of its subsidiaries whose identity became known to Executive in connection with Executive's relationship with or employment by the Company or any of its subsidiaries and who may be a customer within 12 months after the termination of this Agreement.

"Solicit" means any direct or indirect communication of any kind, regardless of who initiates it, that in any way invites, advises, encourages or requests any person to take or refrain from taking any action.

6. Employee Inventions.

6.1 Definition. The term "Employee Invention" shall mean any idea, invention, technique, modification, process, or improvement (whether patentable or not), any industrial design (whether registerable or not), and any work of authorship (whether or not copyright protection may be obtained for it) created, conceived, or developed by Executive, either solely or in conjunction with others, during the Term, that relates in any way to, or is useful in any manner in, the business then being conducted or proposed to be conducted by the Company or its affiliates, and any such item created by Executive, either solely or in conjunction with others, following termination of the Term, that is based upon or uses Confidential Information.

6.2 Ownership and Covenants. Each Employee Invention will belong exclusively to the Company. Executive acknowledges that all of the Company's writing, works of authorship, specially commissioned works, and other Employee Inventions are works made for hire and the property of the Company, including any copyrights, patents, or other intellectual property rights pertaining thereto. If it is determined that any such works are not works made for hire, Executive hereby assigns to the Company all of Executive's right, title, and interest, including all rights of copyright, patent, and other intellectual property rights, to or in such Employee Inventions. Executive covenants that he will promptly:

(a) disclose to the Company in writing any Employee Invention;

(b) assign to the Company or to a party designated by the Company, at the Company's request and without additional compensation, all of Executive's right to the Employee Invention for the United States and all foreign jurisdictions;

(c) execute and deliver to the Company such applications, assignments, and other documents as the Company may request in order to apply for and obtain patents or other registrations with respect to any Employee Invention in the United States and any foreign jurisdictions;

(d) sign all other papers necessary to carry out the above obligations; and

(e) give testimony and render any other assistance, but without expense to the Executive, in support of the Company's rights to any Employee Invention.

7. Injunctive Relief. If Executive commits a breach, or threatens to commit a breach, of any of the provisions of Section 4, 5, or 6 of this Agreement, the Company shall have the right and remedy (which shall be in addition to, and not in lieu of, any other rights and remedies available to the Company at law or in equity) to have the provisions of this Agreement specifically enforced by any court having equity jurisdiction without posting a bond or proving irreparable injury, it being acknowledged by Executive that any such breach or threatened breach will or may cause irreparable injury to the Company and that money damages will or may not provide an adequate remedy to the Company.

8. Miscellaneous.

8.1 Benefit of Agreement, Assignment; Beneficiary. This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns. This Agreement shall also inure to the benefit of, and be enforceable by, Executive and his personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

8.2 *Notices.* Any notice required or permitted under this Agreement shall be in writing and shall be sufficiently given if personally delivered or if sent by certified mail, postage prepaid, with return receipt requested or by reputable overnight courier, addressed: (a) in the case of the Company, to the General Counsel of the Company at the Company's then-current corporate headquarters, and

(b) in the case of Executive, to Executive's last known address as reflected in the Company's records, or to such other address as either party shall designate by written notice to the other party. Any notice given hereunder shall be deemed to have been given at the time of receipt thereof by the person to whom such notice is given if personally delivered or at the time of mailing if sent by certified mail or by courier.

8.3. *Entire Agreement; Amendment.* Except as specifically provided in this Agreement, this Agreement contains the entire agreement of the parties to this Agreement with respect to the terms and conditions of Executive's employment during the Term, and supersedes all prior agreements and understandings, whether written or oral, between the parties with respect to compensation due for services rendered under this Agreement. For the avoidance of doubt, in the event of any inconsistency between this Agreement and any plan, program or arrangement of the Company or its affiliates, the terms of this Agreement shall control. This Agreement may not be changed or modified except by an instrument in writing signed by both of the parties.

8.4 *Waiver.* The waiver of either party of a breach of any provision of this Agreement shall not operate or be construed as a continuing waiver or as a consent to or waiver of any subsequent breach.

8.5 *Headings.* The section headings in this Agreement are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or affect any of the provisions of this Agreement.

8.6 *Governing Law.* This Agreement shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of Kansas, without reference to the principles of conflicts of laws.

8.7 *Survivorship.* The respective rights and obligations of the parties under this Agreement shall survive any termination of this Agreement to the extent necessary to effectuate the intended preservation of such rights and obligations, including, without limitation, Section 4, 5, and 6 of this Agreement.

8.8 *Validity.* The invalidity on unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision or provisions of this Agreement, which shall remain in full force and effect. If any provision of this is held to be invalid, void or unenforceable, any court so holding shall substitute a valid, enforceable provision that preserves, to the maximum lawful extent, the terms and intent of this Agreement.

8.9 *Construction.* The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, 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 of the provisions of this Agreement. Any reference to any federal, state or local statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder,

unless the context requires otherwise. The word "including" shall mean including without limitation.

8.10 *Section 409A.*

(a) Notwithstanding the due date of any post-employment payments, if at the time of the termination of Executive's employment Section 409A is triggered and if Executive or Company would be subject to liability or other penalty for failure to comply with 409A, and if Executive is a "specified employee" (as defined in Section 409A), Executive will not be entitled to any payments upon termination of employment that are subject to Section 409A until the later of (i) the date that payments are scheduled to be made under this Agreement, or (ii) the earlier of (A) the first day of the seventh month following the date of termination of his employment with the Company for any reason other than death, or (B) the date of Executive's death. The provisions of this paragraph will only apply if 409A is triggered, and will only apply if and to the extent required to avoid any "additional tax" under Section 409A either to Executive or Company. If 409A is triggered, the parties to this Agreement intend that the determination of Executive's termination of employment shall be made in accordance with Treasury Reg. Section 1.409A-1(h) and that Executive will be paid as set forth in sec. 3.6 (d), to the extent consistent with law.

(b) If Section 409A is triggered and if Executive or Company would be subject to liability or other penalty for failure to comply with 409A, the Parties to this Agreement intend that this Agreement and Company's and Executive's exercise of authority or discretion hereunder shall comply with the provisions of Section 409A and the Treasury regulations relating thereto so as not to subject Executive to the payment of interest and tax penalty which may be imposed under Section 409A. In furtherance of this objective, to the extent that any regulations or other guidance issued under Section 409A would result in Executive being subject to payment of "additional tax" under Section 409A, the parties agree to use their best efforts to amend this Agreement in order to avoid the imposition of any such "additional tax" under Section 409A, which such amendment shall be designed to minimize the adverse economic effect on Executive without increasing the cost to the Company (other than transactions costs), all as reasonably determined in good faith by the Company and Executive to maintain to the maximum extent practicable the original intent of the applicable provisions. This Section 8.10 does not guarantee that payments under this Agreement will not be subject to "additional tax" under Section 409A.

8.11 *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which will constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties has duly executed this Agreement on the date indicated below. The Company represents that its execution of this Agreement has been authorized by the Compensation Committee of the Company's Board of Directors.

Hooper Holmes, Inc.

By: /s/ Henry E. Dubois
Name: Henry E. Dubois
Title: Chief Executive Officer

Date: May 11, 2017

/s/ Mark Clermont
Mark Clermont

Date: May 11, 2017

Exhibit A

General Release

1. For valuable consideration, the adequacy of which is hereby acknowledged, the undersigned executive ("Executive"), on his own behalf and on behalf of his family members, heirs, executors, administrators, personal representatives, distributees, devisees, legatees, and successors and assigns (collectively, the "Releasing Parties"), does hereby knowingly, voluntarily and unconditionally release, waive, acquit and fully discharge, and agree to hold harmless Hooper Holmes, Inc., a New York corporation (the "Company") and all of its present and past subsidiaries and affiliates, and its and their officers, directors, shareholders, employee benefit plans, plan fiduciaries and trustees, insurers, employees, agents, representatives, successors and assigns (collectively referred to as the "Releasees"), from and against any cause of action, legal claim, suit, right, liability or demand of any kind or nature, known or unknown, liquidated or unliquidated, absolute or contingent, at law or in equity (each such action, claim, suit, right, liability or demand being hereinafter individually referred to as a "Claim" and collectively as "Claims") that Executive may now or hereafter have against the Releasees, or any one or group of them, including, but not limited to:

(a) any and all Claims in connection with

(i) any and all agreements between the Company and Executive, including but not limited to the Employment Agreement, dated effective as of May 11, 2017, by and between the Company and Executive (the **"Employment Agreement")**;

(ii) Executive's employment relationship with the Company,

(iii) the terms and conditions of such employment relationship (including compensation and benefits),

(iv) Executive's service as an officer of the Company (except for indemnification in accordance with the Company's certificate of incorporation, bylaws or any director or officer indemnity agreement between Executive and the Company), or

(v) the termination of such employment relationship and the circumstances surrounding such termination; and

(b) any and all Claims relating to, or arising from, Executive's right to purchase, or actual purchase of, shares of stock of the Company, including, without limitation, any claims for fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state corporate law, and securities fraud under any federal or state law; and

(c) any and all Claims for wrongful discharge of employment; constructive discharge; termination in violation of public policy; discrimination; harassment; retaliation; breach of contract, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; fraud; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander;

negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; conversion; and disability benefits.

Without limiting the generality of the foregoing, Executive specifically releases, acquits, discharges, waives and agrees to hold Releasees harmless from and against any and all claims arising under:

(A) the Sarbanes-Oxley Act of 2002, 18 U.S.C. §1514A;

(B) Section 1981 of the Civil Rights Act of 1866, as amended, 42 U.S.C. §§1981;

(C) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§2000e, *et seq.* (the **"Civil Rights Act");**

(D) the Americans with Disabilities Act of 1990, 43 U.S.C. §12101 *et seq.* (the **"Americans with Disabilities Act");**

(E) the Equal Pay Act of 1993;

(F) the Fair Labor Standards Act, except as prohibited by law;

(G) the Older Workers Benefit Protection Act of 1990 (the **"OWBPA");**

(H) the Age Discrimination in Employment Act of 1967, 29 U.S.C. §626 *et seq.* (the **"ADEA");**

(I) the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 *et seq.* (the **"Family and Medical Leave Act"),** except as prohibited by law;

(J) the Worker Adjustment and Retraining Notification Act, as amended;

(K) Executive Order 11,141 (age discrimination);

(L) Executive Order 11,246 (race, color, religion, sex and national origin discrimination);

(M) the National Labor Relation Act;

(N) the Occupational Safety and Health Act, as amended;

(O) the Immigration Reform and Control Act, as amended;

(P) the Vietnam Era Veterans Readjustment Assistance Act;

(Q) Sections 503-504 of the Rehabilitation Act of 1973 (handicap rehabilitation);

(R) the Employee Retirement Income Security Act of 1974, as amended ("ERISA") (other than such rights as are mandated or vested by law);

(S) the Kansas Act Against Discrimination, K.S.A., 44-1001 *et seq.;*

(T) the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111 *et seq.;*

(U) Kansas Wage Payment Act, K.S.A. 44-313 *et seq.* and K.S.A. 44-12-01 *et seq.;*

(V) any other federal, state or local fair employment, civil or human rights, wage and hour laws and wage payment laws, and any and all other federal, state, local or other governmental statutes, laws, ordinances, regulations and orders, under common law, and under any Company policy, procedure, bylaw or rule.

This General Release shall not waive or release any Claims that Executive may have which arise after the date of this General Release or that arise under or are explicitly preserved by the Employment Agreement and shall not waive any Claims for benefits required by applicable law (including post-termination health-continuation insurance benefits required by state or federal law) or Claims which cannot be waived or released under the terms of any federal law or the laws of the state(s) governing Executive's employment with the Company. This General Release shall also not waive or release any Claims that Executive may have for a defense, contribution, or indemnification for any claim brought by any third party arising out of the scope of his employment.

2. Executive agrees not to sue concerning, or in any manner to institute, prosecute or pursue any Claim in respect of any of the matters covered by Section 1 of this General Release in any court of the United States or in any state, or with any administrative agency of the United States or any state, county or municipality, or before any other tribunal, public or private, against the Company or any of the Releasees.

3. This General Release is not intended to and does not interfere with the right of the Equal Employment Opportunity Commission ("EEOC") to enforce anti-discrimination laws or to seek relief that will benefit the public and any victim of unlawful employment practices who has not waived his or her claims. The Company acknowledges and agrees that Executive is not prevented from filing a charge with, or testifying, assisting, or participating in any proceeding brought by the EEOC concerning an alleged discriminatory practice of the Company. Executive, on behalf of himself and any and all other Releasing Parties, hereby waives all rights to any benefits, including, but not limited to, monetary recovery and reinstatement, derived from any actions, suits or proceedings brought on behalf of Executive or any of the other Releasing Parties, including any action, suit or proceeding brought by the EEOC or anyone else. Executive, on behalf of himself and any and all other Releasing Parties, also agrees not to initiate or become a party to or otherwise participate or support any current or former employee(s) in any action, suit or proceeding brought

by such employee(s). If Executive or any other Releasing Party files any action, suit or proceeding with respect to any Claim released by Executive under the terms of this Agreement, Executive agrees to indemnify the Company against any damages or judgments arising from any such action, suit or proceeding.

4. Executive agrees that Executive shall not be eligible and shall not seek or apply for reinstatement or re-employment with the Company and agrees that any application for reemployment may be rejected without explanation or liability.

5. In further consideration of the promises made by the Company in Section 3 of the Employment Agreement, Executive specifically waives and releases the Company, to the extent set forth in Section 1 of this General Release, from all Claims Executive may have as of the date of this General Release, whether known or unknown, arising under the ADEA. Executive further agrees that:

(a) Executive's waiver of rights under this General Release is knowing and voluntary and in compliance with the OWBPA.

(b) Executive understands the terms of this General Release.

(c) The consideration offered by the Company under Section 3 of the Employment Agreement in exchange for the General Release represents consideration over and above that to which Executive would otherwise be entitled, and the consideration would not have been provided had Executive not agreed to sign the General Release and did not sign the General Release.

(d) The Company is hereby advising Executive in writing to consult with an attorney prior to executing this General Release.

(e) The Company is giving Executive a period of twenty-one (21) days within which to consider this General Release.

(f) Following Executive's execution of this General Release, Executive has seven (7) days in which to revoke this General Release by written notice. An attempted revocation not actually received by the Company prior to the revocation deadline will not be effective.

(g) This General Release and all payments and benefits otherwise payable under Section 3 of the Employment Agreement (other than payments and benefits made or provided in accordance with Section 3.6(a)) shall be void and of no force and effect if Executive chooses to so revoke, and if Executive chooses not to so revoke within the 7-day period, this General Release shall then become effective and enforceable.

6. This General Release does not waive any rights or claims that may arise under the ADEA after the date Executive signs this General Release. To the extent barred by the OWBPA, the covenant not to sue contained in Section 2 above does not apply to claims under the ADEA that challenge the validity of this General Release.

7. To revoke this General Release, Executive must send a written statement of revocation to:

Hooper Holmes, Inc.
560 N. Rogers Road
Olathe, Kansas 66062
Attn: General Counsel

The revocation must be received by no later than 5:00 p.m. on the seventh day following Executive's execution and delivery of this General Release. If Executive does not revoke, the eighth day following Executive's execution and delivery of this General Release will be the effective date of this General Release.

8. Executive acknowledges and agrees that this General Release is not intended by Executive or the Company to be construed, and will not be construed, as an admission by the Company of any liability or violation of any law, statute, ordinance, regulation or legal duty of any nature whatsoever.

9. This General Release shall be governed by the internal laws (and not the choice of laws) of the State of Kansas, except for the application of pre-emptive federal law.

Please read this General Release carefully. It contains a release of all known and unknown claims.

Date: /s/ Mark Clermont

Mark Clermont

Exhibit 10.13

Employment Agreement

This Employment Agreement ("Agreement") is made as of September 11, 2017 (the "Effective Date"), by and between **Hooper Holmes, Inc.,** a New York corporation, with its principal office at 560 N. Rogers Road, Olathe, Kansas 66062 (the "Company") and **Kevin Johnson,** with a home address of 6 Carrigan Ct., Gloucester, MA 01930 ("Executive").

RECITALS

The Company desires to employ Executive, and Executive agrees to be employed, initially as the Company's Senior Financial Advisor with the intention that Executive would be promoted to Chief Financial Officer at a point determined by the Company after the Company files its Form 10-Q for the quarter ending September 30, 2017, all on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, including the compensation to be paid to Executive, the parties hereby agree as follows:

1. Employment; Term; Duties and Responsibilities.

1.1. *Employment.* The Company hereby employs Executive as its Senior Financial Advisor, and Executive hereby accepts such employment, subject to the terms and conditions of this Agreement. Executive hereby agrees to accept an appointment by the Company to serve as its Chief Financial Officer ("CFO"), without modification to the terms of this Agreement other than in Executive's title and the change in duties inherent in the CFO position, upon due approval by the Company's Board of Directors (the "Board"), which the parties anticipate to occur shortly after the filing of the Company's Form 10-Q for the quarter ending September 30, 2017. Executive represents and warrants to the Company that he is not a party to any agreement that would restrict or prohibit him from being employed by the Company.

1.2. *Term.* Executive is an employee AT WILL. The provisions of this Agreement shall be effective as of the Effective Date and shall continue in force until terminated pursuant to Section 3 (the "Term").

1.3. *Duties and Responsibilities.* Executive shall report directly to the Company's Chief Executive Officer ("CEO"). While he serves as Senior Financial Advisor, Executive will have such duties and responsibilities as may be assigned to him by the CEO. Following due appointment as CFO, Executive shall have such duties and responsibilities, and the power and authority, normally associated with the position of CFO, as well as any additional duties and responsibilities that shall, from time to time, be delegated or assigned to him by the CEO or the Board. Following his due appointment as

CFO, Executive shall keep the CEO and the Board fully informed of any and all matters of a material nature, and seek CEO or Board approval of appropriate matters, in accordance with his fiduciary duties to the Company and its shareholders.

1.4. *Devotion of Time.* During the Term, Executive shall devote all of his working time, care and attention to his duties, responsibilities and obligations to the Company. Executive may serve on the boards of civic and charitable entities and, with the prior written consent of the CEO, other corporate entities; provided, however, that such activities do not, either individually or in the aggregate, interfere or conflict with Executive's duties and responsibilities with the Company.

1.5. *Location*. Executive is not required to relocate in connection with his employment and will be deemed to commute, at his own expense, when he travels from his home in Massachusetts to the Company's East Greenwich, Rhode Island office. He will also be required to spend a significant amount of time working in person with the Company's financial and SEC reporting staff, which is based at the Company's Olathe, Kansas office. He will be reimbursed for his reasonable travel expenses to and from the Olathe office. He may also work from his home office or from such other locations as the CEO may determine best suits the requirements of the Company.

2. <u>Compensation; Benefits.</u>

As compensation and consideration for the services to be rendered by Executive to the Company in accordance with the terms and conditions of this Agreement, and while Executive is employed with the Company, Executive shall be entitled to the compensation and benefits set forth in this Section 2 (subject, in each case, to the provisions of Section 3 of this Agreement). For the avoidance of doubt, the compensation and benefits set forth in this Section 2 shall apply both during Executive's term of employment as the Company's Senior Financial Advisor and after his due appointment as the Company's CFO.

2.1. *Base Salary.* Executive shall receive an annual base salary ("Base Salary") of Two Hundred and Fifty Thousand Dollars ($250,000) per year, payable in accordance with the Company's standard payroll dates and practices. Executive's Base Salary may be reviewed no more frequently than annually by the CEO and may be adjusted by the CEO, subject to oversight by the Company's Board of Directors, based on the Executive's and the Company's performance, financial and otherwise. If the Base Salary is adjusted, the adjusted amount will thereafter be the Base Salary for all purposes of this Agreement.

2.2. *Annual Bonus.* Executive shall be eligible to participate in such annual bonus or incentive compensation plans and programs as may be in effect from time to time in accordance with the Company's compensation practices and the terms and provisions of any such plans or programs. Executive's annual target bonus opportunity will be equal to 40% of his Base Salary, and is based on the overall performance of the company. The corporate target will be the same for all executives and is set by the Company's Board at the end of the prior year or early in the applicable year. This bonus may be paid in a combination of cash and restricted stock. Except as otherwise provided by the terms of this Agreement, any annual corporate performance bonus earned shall be paid at the same time and

in the same manner as corresponding awards to other senior executives of the Company generally. In order to earn and be entitled to receive any bonus, Executive must be employed in good standing, as determined by the Company, when the bonus is paid.

2.3. *Long-Term and Equity Compensation.* Executive shall be eligible to participate in any long-term incentive compensation plan (including any equity compensation plan) that may be adopted by the Company from time to time during the Term. In lieu of an annual award under the Company's Long Term Incentive Plan during the first year of Executive's employment, Executive shall be entitled to receive options to purchase 250,000 shares of common stock with a strike price equal to the greater of (a) $0.65 or (b) the closing price of the Company's common stock reported by the OTCQX Marketplace on the last trading day prior to the Effective Date. 75% of these initial options will vest in equal amounts over four years, one-fourth of the amount on each of the first four anniversaries of the Effective Date. The remaining 25% of these initial options will vest in an amount described in the table below based on the Company achieving the Company's goal of run rate synergies by the end of 2017.

Percentage of Company's goal of $7 Million of run rate synergies achieved by the end of 2017	Percentage of the remaining 50% of initial options vested
100% achievement	100% vested
90% achievement	80% vested
80% achievement	60% vested
70% achievement	20% vested

If the Company achieves more than $750,000 over the goal of $7 Million of run rate synergies by the end of 2017, the Executive shall be entitled to receive an additional cash bonus of $ 30,000.

Any annual award of options for subsequent years will be set independently of this initial award. Executive's right to receive any options is contingent on Executive's execution of a customary option grant agreement with the Company.

2.4. *Participation in Other Benefit Plans.* While Executive is employed with the Company, Executive shall be eligible to participate in all retirement and other benefit plans and programs of the Company generally available from time to time to employees of the Company and for which Executive qualifies under the terms thereof. Nothing in this Agreement shall limit the Company's ability to change, modify, cancel, amend or discontinue any of these plans.

2.5. *Reimbursement of Expenses.* The Company shall pay directly or reimburse Executive for reasonable business-related expenses and disbursements incurred by him for and on behalf of the

Company in connection with the performance of his duties for the Company, subject to the Company's written policies relating to business-related expenses as in effect from time to time. Executive shall submit to the Company, no later than the month after the month during which he incurred any such business-related expenses and disbursements, a report of such expenses and disbursements in the form normally used by the Company and receipts with respect thereto, and the Company's obligations under this Section 2.5 shall be subject to compliance therewith. Reimbursement of any business-related expenses and disbursements shall be made in accordance with the Company's written policies relating to business-related expenses as in effect from time to time. In no event will reimbursement of any business-related expenses and disbursements be made later than the last day of the calendar year following the calendar year in which any such expense or disbursement was incurred.

2.6. *Vacation.* Executive shall be entitled to paid vacation in accordance with the Company's Paid Time Off (PTO) policy in effect from time to time. Pursuant to the Company's current PTO policy, Executive shall be entitled to take up to 22 days paid vacation per year, with any unused vacation days expiring as of a set date each year for all Company employees, currently July 31.

2.7 *Deductions; Withholdings.* All compensation payable to Executive under the terms of this Agreement shall be subject to any applicable income, payroll or other tax withholding requirements and such other deductions or amounts, if any, as may be authorized by Executive.

3. <u>Termination.</u>

3.1. *Termination by the Company.* The Company shall have the right, subject to the terms of this Agreement, to terminate Executive's employment at any time, with or without "Cause." The Company shall give Executive written notice of a termination for Cause (the "Cause Notice") in accordance with Section 8.2 of this Agreement. The Cause Notice shall state the particular action(s) or inaction(s) giving rise to the termination for Cause.

If the action(s) or inaction(s) giving rise to the Cause Notice are curable, and if Executive remedies the action(s) or inaction(s) giving rise to the Cause Notice to the satisfaction of the CEO within the 10-day period following his receipt of the Cause Notice, the Cause Notice shall be deemed rescinded and of no force or effect.

For purposes of this Agreement, "Cause" shall mean:

- Executive's conviction of or plea of *nolo contendere* to a felony;

- any act of fraud, theft, embezzlement, or gross negligence by Executive,

- material dishonesty or misconduct in performance of Executive's duties to the Company;

- a material breach by Executive of any of the terms or provisions of this Agreement; or

•Executive's failure to perform (other than as a result of Executive's Disability) or substantial neglect in the performance of Executive's duties and responsibilities to the Company.

3.2 *Termination by Executive.* Executive shall have the right, subject to the terms of this Agreement, to terminate his employment at any time, for any reason or for no reason. Executive shall also have the right, subject to the terms of this Agreement, to terminate his employment at any time for "Good Reason."

For purposes of this Agreement, "Good Reason" shall mean the occurrence of any of the following during the Term without Executive's prior written consent:

- a material diminution in the Executive's authority, duties and/or responsibilities, it being understood that a delay in the Board's decision to appoint Executive as the Company's CFO shall not constitute a "material diminution" under this Section 3.2;

- a material diminution in Executive's Base Salary, or unless the diminution is a result of a Company-wide diminution in the annual bonus opportunity, target incentive awards and/or benefits of all similarly situated employees as Executive, a material diminution in the amount of Executive's annual bonus opportunity, target incentive award and/or benefits, including health, retirement and fringe;

- a material failure by the Company to comply with the material provisions of this Agreement (provided that an isolated, insubstantial or inadvertent action or omission that is not in bad faith and is remedied by the Company promptly after receipt of notice thereof given by Executive shall not constitute Good Reason);

- in the event of the occurrence of a Change in Control as specified in Section 3.5 below, the failure of a successor to the Company to explicitly assume and agree to be bound by the terms of the Change in Control provisions contained in this Agreement; or

- a material breach by the Company of any of the Change in Control provisions of this Agreement.

Executive must give the Company written notice, in accordance with Section 8.2 of this Agreement, of any Good Reason termination of employment. Such notice must be given within 60 days following Executive's knowledge of the first occurrence (as determined without regard to any prior occurrence that was subsequently remedied by the Company) of a Good Reason circumstance, and must specify which of the Good Reason circumstances Executive is relying on, the particular action(s) or inaction(s) giving rise to such circumstance, and the date that Executive intends to separate from service, as defined under Section 409A of the Internal Revenue Code of 1986, as amended, which

shall be no earlier than thirty (30) days following the date of the Company's receipt of the notice. Executive's termination shall not be deemed a Good Reason termination of employment if (i) within 30 days of the Company's receipt of such notice, the Company remedies the circumstance(s) giving rise to the notice, or (ii) Executive's termination of his employment does not occur within 60 days after the end of the 30-day period provided to the Company to remedy the circumstances giving rise to the notice.

3.3 *Death.* If Executive dies during the Term, Executive's employment shall automatically terminate, such termination to be effective on the date of Executive's death.

3.4 *Disability.* If Executive shall suffer a Disability, the Company shall have the right to terminate Executive's employment, such termination to be effective upon the giving of notice to Executive in accordance with Section 8.2 of this Agreement. For purposes of this Agreement, a "Disability" shall mean any physical or mental incapacity as a result of which Executive is unable to perform substantially all of his essential duties for an aggregate of four (4) months, whether or not consecutive, during any calendar year, and which cannot be reasonably accommodated by the Company without undue hardship. Executive cannot be terminated for Disability unless the Company has delivered a written demand for substantial performance to Executive, specifically identifying the manner in which Executive has not substantially performed his duties, and Executive does not cure such failure within sixty (60) days of such demand.

3.5 *Termination of Employment following a Change in Control.*

3.5.1 Change In Control. A "Change in Control" shall be deemed to have occurred as of the first day any one or more of the following conditions shall have been satisfied:

(a) Any person (other than (i) the Company or any subsidiary of the Company, (ii) a corporation or other entity owned, directly or indirectly, by the shareholders of the Company as of the Effective Date in substantially the same proportions as their ownership of the Company, (iii) an employee benefit plan (or related trust) sponsored or maintained by the Company or any subsidiary of the Company, or (iv) Century Focused Fund III, L.P. ("Century") or any entity controlling, controlled by, or under common control with Century), becomes the beneficial owner, directly or indirectly, of securities of the Company, representing fifty-one percent (51%) or more of the combined voting power of the Company's then outstanding securities; provided, however, that no crossing of such 51% threshold shall be a "Change in Control" if it is caused (A) solely as a result of an acquisition by the Company of its voting securities; or (B) solely as a result of an acquisition of the Company's voting securities directly from the Company, in either case until such time thereafter as such person acquires additional voting securities other than directly from the Company and, after giving effect to such transaction, such person owns 51% or more of the then outstanding common stock or voting power of the Company; or

(b) A merger, consolidation, reorganization or share exchange, or sale of all or substantially all of the assets, of the Company, unless, immediately following such transaction, all of the following shall apply: (A) all or substantially all of the beneficial owners of the Company immediately prior to such transaction will beneficially own in substantially the same proportions, directly or indirectly, more than 51% of the combined voting power of the then outstanding voting securities of the corporation or other entity resulting from such transaction (including, without limitation, a corporation or other entity which, as a result of such transaction, owns the Company or all or substantially all of the Company's assets, either directly or through one or more subsidiaries) (the "Successor Entity"), (B) no person will be the beneficial owner, directly or indirectly, of 51% or more of the combined voting power of the then outstanding voting securities of the Successor Entity, and (C) at least a majority of the members of the board of directors of the Successor Entity will be Incumbent Directors.

(c) All terms used in this Section 3.5 shall be interpreted in a manner consistent with the '34 Act.

3.5.2 *Triggering Event.* Executive may not invoke Change In Control protections under this Agreement unless (i) a Change in Control occurs under Section 3.5.1; and (ii) a Triggering Event occurs. For the purposes of this Agreement, a "Triggering Event" means a termination of the Executive's employment with the Company or Successor Entity at any time prior to the end of the twelve (12) month period following the Change in Control (such period of time being referred to as the "Employment Period"), unless (i) such termination is by reason of the Executive's Total Disability or death; or (ii) the Company terminates the Executive's employment with the Company or Successor Entity for Cause; or (iii) the Executive terminates his employment with the Company or Successor Entity without Good Reason.

3.5.3 *Company Successor*. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company, expressly to assume and agree to perform this Agreement in the same manner and to the same extent as the Company would be required to perform it if no such succession had taken place. Failure of the Company to obtain such agreement prior to the effectiveness of any such succession shall be a breach of this Agreement and shall entitle the Executive to compensation from the Company in the same amount and on the same terms as the Executive would be entitled to hereunder if the Company had terminated Executive without Cause as of the day immediately before such succession became effective. As used in this Section 3.5.3, the "Company" shall mean the Company as defined in the first sentence of this Agreement and any successor to all or substantially all its business or assets or which otherwise becomes bound by all the terms and provisions of this Agreement, whether by the terms hereof, by operation of law or otherwise.

3.6 *Effect of Termination.*

(a) In General. Subject to the terms of Section 3.6(c), in the event of the termination of Executive's employment for any reason during the Term, the Company shall pay to Executive (or his beneficiary, heirs or estate, in the event of his death), as provided in Section 3.6 of this Agreement: (i) any Base Salary, to the extent not previously paid, earned prior to the date of termination; (ii) any reimbursable business expenses that have not yet been reimbursed (collectively, the "Accrued Obligations"); and (iii) the cash equivalent of any unused vacation time accrued to the date of termination in accordance with the Company's PTO policies then in effect. The Accrued Obligations shall be paid within 30 days after the date of termination.

(b) Termination Resulting from Executive's Death or Disability. In the event of termination of Executive's employment as a result of Executive's death or Disability, Executive (or, in the case of death, his beneficiary, heir or estate) shall be entitled to the compensation payable in accordance with Section 3.6(a). In addition, any unvested stock rights, stock options and other unvested incentives or awards previously granted to Executive by the Company shall be subject to the terms of the applicable plan(s) under which such rights, options, incentives or awards were granted pertaining to the consequences of a plan participant's death or disability.

(c) Termination by the Company for Cause or by Executive without Good Reason. In the event of termination of Executive's employment by the Company for Cause or by Executive without Good Reason, neither Executive nor any beneficiary, heir or estate of Executive shall be entitled to any compensation other than the payments made or provided in accordance with Section 3.6(a). Executive shall immediately forfeit any right to or incentive compensation not yet paid or payable as of the date of termination, and all unvested stock rights, stock options and other such unvested incentives or awards previously granted to him by the Company, unless otherwise specifically provided in the applicable plan(s) under which such rights, options, incentives or awards were granted. Nothing in this Agreement shall be construed to limit the rights and remedies which may be available to the Company in the event of a termination of Executive's employment by the Company for Cause.

(d) Termination by the Company without Cause, by Executive with Good Reason, or when a Triggering Event occurs following a Change in Control. In the event of a termination of Executive's employment by the Company without Cause during the Term, by Executive with Good Reason, or when a Triggering Event occurs following a Change in Control, Executive shall receive the payments provided for in Section 3.6(a) and, in addition, the following:

(i) Executive shall be entitled to receive continuation of his then-current Base Salary (at the rate in effect immediately prior to his termination) for a period of six months if a Triggering Event occurs following a Change in Control or if terminated without Cause or with Good Reason.

(ii) All rights to exercise any outstanding award of stock options or

stock appreciation rights with respect to the Company's common stock, or shares of restricted stock, held by Executive at the date of termination shall be governed by the terms of the applicable plan under

which such award was granted; provided, however, that in the case of a Triggering Event following a Change in Control, all outstanding awards of stock options held by Executive at the date of termination shall be deemed vested and shall be exercisable for the period provided for in the applicable plan.

(iii) During any period in which Executive is entitled to receive continuation of his Base Salary pursuant to 3.6(d)(i), Executive shall also be entitled, but not required, to continue his participation in such retirement and other benefit plans and programs of the Company generally available from time to time to employees of the Company in which Executive was enrolled and/or participating on the date of termination, to the extent, and under the terms and conditions, permitted by the applicable plan or program, and subject to any subsequent modifications or amendments to any such plan or program.

3.7 *Conditions of Payment.* Any payments or benefits made or provided in connection with the termination of Executive's employment with the Company in accordance with Section 3.6 (other than payments made or provided in accordance with Section 3.6(a) or due to a termination of Executive's employment due to his death) are subject to Executive's:

(a) compliance with all applicable provisions of this Agreement, including the restrictive covenants identified in Section 5 of this Agreement;

(b) delivery to the Company of a resignation from all offices, directorships and fiduciary positions with the Company, its affiliates and employee benefit plans prior to the scheduled date for which the applicable payment or benefit is to be made or provided; and

(c) delivery by Executive of an executed, concurrently-effective, General Release substantially in the form attached to this Agreement as **Exhibit A**, with such changes or additions as needed under then applicable law to give effect to its intent and purpose.

3.8 *Mitigation.* Executive shall be under no obligation to seek other employment following a termination of his employment with the Company or any subsidiary for any reason in order to receive the severance benefits described in Section 3.6.

3.9 *Cooperation; Assistance.* Following termination of Executive's employment for any reason, Executive agrees to cooperate fully, subject to reimbursement by the Company of reasonable out-of-pocket costs and expenses (including reasonable attorney fees), with the Company or any subsidiary and its or their counsel with respect to any matter (including any litigation, investigation or governmental proceeding) which relates to matters with which Executive was involved or about which he had knowledge during his employment with the Company or any subsidiary. Such cooperation shall include appearing from time to time at the offices of the Company or any subsidiary or its or their counsel for conferences and interviews and, in general, providing the officers of the Company or any subsidiary and its or their counsel with the full benefit of Executive's knowledge with respect to any such matter. Executive further agrees, upon termination of his employment for any reason, and if the CEO or Board requests, to assist his successor in the transition of his duties and responsibilities to

such successor. Executive agrees to render such cooperation in a timely fashion and at such times as may be mutually agreeable to the parties.

4. Confidentiality.

4.1 Executive acknowledges and agrees that:

(a) by reason of his employment with the Company and his service as an officer of the Company, Executive will have knowledge of all aspects of the Company's operations and will be entrusted with and have access to confidential and secret proprietary business information and trade secrets of the Company, including but not limited to:

(i) information regarding the Company's business priorities and strategic plans;

(ii) information regarding the Company's personnel;

(iii) financial and marketing information (including but not limited to information about costs, prices, profitability and sales information not available outside the Company);

(iv) secret and confidential plans for and information about new or existing services, and initiatives to address the Company's competition;

(v) information regarding customer relationships; and

(vi) proprietary or confidential information of customers or clients for which the Company may owe an obligation not to disclose such information.

(all such information shall be collectively referred to as "Confidential Information");

(b) the Company and its subsidiaries, affiliates and divisions will suffer substantial and irreparable damage that will not be compensable through money damages if Executive should divulge or make use of Confidential Information acquired by Executive in the course of his employment with the Company and service to the Board other than as may be required or appropriate in connection with Executive's work as an employee of the Company; and

(c) the provisions of this Agreement are reasonable and necessary for the protection of Confidential Information, the business of the Company and its subsidiaries, affiliates and divisions, and the stability of their workforces.

4.2 Except as may be required or appropriate in connection with Executive's work as an employee of the Company, Executive shall keep confidential all Confidential Information he learns of during his employment with the Company regarding the Company, its business, operations, systems, employees, customers, clients and prospective clients. In addition, Executive agrees that he will not disclose Confidential Information obtained from the Company or its officers, directors or management

during his employment, including, but not limited to, information regarding, or statements by, the Company or its officers, directors or management, to anyone other than as required by law or in response to a lawful court order or subpoena.

4.3 Nothing in this Section 4 shall prohibit Executive from participating as a witness at the request of the Company or a third party in any investigation by the SEC or any other governmental agency charged with the investigation of any matters related to Executive's employment with the Company, nor shall Executive be prohibited from testifying in response to a subpoena, court order or notice of deposition. Executive agrees to notify the Company's General Counsel, in writing, at least ten (10) days prior to the response deadline or appearance date (whichever is earlier) for any such subpoena, court order or notice of deposition issued by a court or investigating agency which seeks disclosure of any Confidential Information, or as much notice as feasible if the response deadline or appearance date is less than ten (10) days from the date of Executive's receipt of any such subpoena, court order or notice of deposition. Executive further agrees to take any actions reasonably requested by the Company to allow the Company to protect the release of information regarding Executive's employment from the Company in such court or agency proceeding.

4.4 Executive agrees that:

(a) he will not, at any time, remove from the Company's premises any notebooks, software, data or other Confidential Information relating to the Company, except to the extent necessary or appropriate to perform his duties and responsibilities under the terms of this Agreement;

(b) upon the expiration or termination of this Agreement for any reason whatsoever, Executive shall promptly deliver to the Company any and all notebooks, software, data and documents and material, including all copies thereof, in his possession or under his control relating to any Confidential Information, or which is otherwise the property of the Company; and

(c) he will not use any Confidential Information for his own benefit or for the benefit of any new employer or any third person.

4.5 For purposes of this Section 4, the term "Company" shall mean and include the Company and any and all subsidiaries and affiliated entities of the Company in existence from time to time.

5. <u>Non-Competition and Non-Solicitation.</u>

5.1 Executive acknowledges that, by virtue of Executive's position with the Company, Executive will be exposed to and acquire significant Confidential Information about the Company and its existing and future plans and strategies. As a result, Executive acknowledges that the Company has a legitimate business interest supporting the restrictive covenants set forth in this Section 5.

5 . 2 During Executive's employment with the Company and until the first anniversary of the date of termination of Executive's employment with the Company for any reason, Executive shall not

in any manner, directly or indirectly, within the United States (without the prior written consent of a duly authorized officer of the Company):

(a) act as a Competitive Enterprise or accept any engagement in any capacity that involves Executive performing management, consultation, advisory, sales, or other services of any kind with or for a Competitive Enterprise (as defined in Section 5.3 below), directly or indirectly;

(b) Solicit (as defined in Section 5.3 below) any Customer (as defined in Section 5.3 below) to transact business with a Competitive Enterprise or to reduce or refrain from doing any business with the Company or any of its subsidiaries;

(c) transact business with any Customer that would cause Executive to be a Competitive Enterprise;

(d) interfere with or damage any relationship between the Company or any its subsidiaries with a Customer; or

(e) Solicit anyone who is then an employee of the Company or any of its subsidiaries (or who was an employee of the Company or any of its subsidiaries within the prior 12 months) to resign from the Company or any of its subsidiaries or to apply for or accept employment with any other business or enterprise.

5.3 For purposes of this Agreement:

"Competitive Enterprise" means any business enterprise that either (A) engages in a business that competes anywhere in the United States with any business in which the Company or any of its subsidiaries is then engaged; or (B) holds a greater than 5% equity, voting or profit participation interest in any enterprise that competes anywhere in the United States with any activity that the Company or any of its subsidiaries is then engaged in; provided, however, that if (i) the Company, including any subsidiary, ceases to do, and exits, a particular type of business activity, then following such exit the Company and its subsidiaries will be deemed not to be "then engaged" in such business; or (ii) the Company, including any of its subsidiaries, was not engaged in a particular type of business activity (and was not contemplating such business activity), while Executive was employed by the Company, then for the purposes of this Agreement, the Company and its subsidiaries will be deemed not to be "then engaged" in such business.

"Customer" means any customer or prospective or potential customer of the Company or any of its subsidiaries whose identity became known to Executive in connection with Executive's relationship with or employment by the Company or any of its subsidiaries and who may be a customer within 12 months after the termination of this Agreement.

"Solicit" means any direct or indirect communication of any kind, regardless of who initiates it, that in any way invites, advises, encourages or requests any person to take or refrain from taking any action.

6. Employee Inventions.

6.1 Definition. The term "Employee Invention" shall mean any idea, invention, technique, modification, process, or improvement (whether patentable or not), any industrial design (whether registerable or not), and any work of authorship (whether or not copyright protection may be obtained for it) created, conceived, or developed by Executive, either solely or in conjunction with others, during the Term, that relates in any way to, or is useful in any manner in, the business then being conducted or proposed to be conducted by the Company or its affiliates, and any such item created by Executive, either solely or in conjunction with others, following termination of the Term, that is based upon or uses Confidential Information.

6.2 Ownership and Covenants. Each Employee Invention will belong exclusively to the Company. Executive acknowledges that all of the Company's writing, works of authorship, specially commissioned works, and other Employee Inventions are works made for hire and the property of the Company, including any copyrights, patents, or other intellectual property rights pertaining thereto. If it is determined that any such works are not works made for hire, Executive hereby assigns to the Company all of Executive's right, title, and interest, including all rights of copyright, patent, and other intellectual property rights, to or in such Employee Inventions. Executive covenants that he will promptly:

(a) disclose to the Company in writing any Employee Invention;

(b) assign to the Company or to a party designated by the Company, at the Company's request and without additional compensation, all of Executive's right to the Employee Invention for the United States and all foreign jurisdictions;

(c) execute and deliver to the Company such applications, assignments, and other documents as the Company may request in order to apply for and obtain patents or other registrations with respect to any Employee Invention in the United States and any foreign jurisdictions;

(d) sign all other papers necessary to carry out the above obligations; and

(e) give testimony and render any other assistance, but without expense to the Executive, in support of the Company's rights to any Employee Invention.

7. Injunctive Relief. If Executive commits a breach, or threatens to commit a breach, of any of the provisions of Section 4, 5, or 6 of this Agreement, the Company shall have the right and remedy (which shall be in addition to, and not in lieu of, any other rights and remedies available to the Company at law or in equity) to have the provisions of this Agreement specifically enforced by any court having equity jurisdiction without posting a bond or proving irreparable injury, it being acknowledged by Executive that any such breach or threatened breach will or may cause irreparable injury to the Company and that money damages will or may not provide an adequate remedy to the Company.

8. Miscellaneous.

8.1 Benefit of Agreement, Assignment; Beneficiary. This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns. This Agreement shall also inure to the benefit of, and be enforceable by, Executive and his personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

8.2 *Notices.* Any notice required or permitted under this Agreement shall be in writing and shall be sufficiently given if personally delivered or if sent by certified mail, postage prepaid, with return receipt requested or by reputable overnight courier, addressed: (a) in the case of the Company, to the General Counsel of the Company at the Company's then-current corporate headquarters, and (b) in the case of Executive, to Executive's last known address as reflected in the Company's records, or to such other address as either party shall designate by written notice to the other party. Any notice given hereunder shall be deemed to have been given at the time of receipt thereof by the person to whom such notice is given if personally delivered or at the time of mailing if sent by certified mail or by courier.

8.3. *Entire Agreement; Amendment.* Except as specifically provided in this Agreement, this Agreement contains the entire agreement of the parties to this Agreement with respect to the terms and conditions of Executive's employment during the Term, and supersedes all prior agreements and understandings, whether written or oral, between the parties with respect to compensation due for services rendered under this Agreement. For the avoidance of doubt, in the event of any inconsistency between this Agreement and any plan, program or arrangement of the Company or its affiliates, the terms of this Agreement shall control. This Agreement may not be changed or modified except by an instrument in writing signed by both of the parties.

8.4 *Waiver.* The waiver of either party of a breach of any provision of this Agreement shall not operate or be construed as a continuing waiver or as a consent to or waiver of any subsequent breach.

8.5 *Headings.* The section headings in this Agreement are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or affect any of the provisions of this Agreement.

8.6 *Governing Law.* This Agreement shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of Kansas, without reference to the principles of conflicts of laws.

8.7 *Survivorship.* The respective rights and obligations of the parties under this Agreement shall survive any termination of this Agreement to the extent necessary to effectuate the intended preservation of such rights and obligations, including, without limitation, Section 4, 5, and 6 of this Agreement.

8.8 *Validity.* The invalidity on unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision or provisions of this Agreement, which shall remain in full force and effect. If any provision of this is held to be invalid, void or unenforceable, any court so holding shall substitute a valid, enforceable provision that preserves, to the maximum lawful extent, the terms and intent of this Agreement.

8.9 *Construction.* The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, 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 of the provisions of this Agreement. Any reference to any federal, state or local statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.

8.10 *Section 409A.*

(a) Notwithstanding the due date of any post-employment payments, if at the time of the termination of Executive's employment Section 409A is triggered and if Executive or Company would be subject to liability or other penalty for failure to comply with 409A, and if Executive is a "specified employee" (as defined in Section 409A), Executive will not be entitled to any payments upon termination of employment that are subject to Section 409A until the later of (i) the date that payments are scheduled to be made under this Agreement, or (ii) the earlier of (A) the first day of the seventh month following the date of termination of his employment with the Company for any reason other than death, or (B) the date of Executive's death. The provisions of this paragraph will only apply if 409A is triggered, and will only apply if and to the extent required to avoid any "additional tax" under Section 409A either to Executive or Company. If 409A is triggered, the parties to this Agreement intend that the determination of Executive's termination of employment shall be made in accordance with Treasury Reg. Section 1.409A-1(h) and that Executive will be paid as set forth in sec. 3.6 (d), to the extent consistent with law.

(b) If Section 409A is triggered and if Executive or Company would be subject to liability or other penalty for failure to comply with 409A, the Parties to this Agreement intend that this Agreement and Company's and Executive's exercise of authority or discretion hereunder shall comply with the provisions of Section 409A and the Treasury regulations relating thereto so as not to subject Executive to the payment of interest and tax penalty which may be imposed under Section 409A. In furtherance of this objective, to the extent that any regulations or other guidance issued under Section 409A would result in Executive being subject to payment of "additional tax" under Section 409A, the parties agree to use their best efforts to amend this Agreement in order to avoid the imposition of any such "additional tax" under Section 409A, which such amendment shall be designed to minimize the adverse economic effect on Executive without increasing the cost to the Company (other than transactions costs), all as reasonably determined in good faith by the Company and Executive to maintain to the maximum extent practicable the original intent of the applicable provisions. This Section

8.10 does not guarantee that payments under this Agreement will not be subject to "additional tax" under Section 409A.

8.11 *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which will constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties has duly executed this Agreement on the date indicated below. The Company represents that its execution of this Agreement has been authorized by the Compensation Committee of the Company's Board of Directors.

Hooper Holmes, Inc.

By: /s/ Henry E. Dubois
Name: Henry E. Dubois
Title: Chief Executive Officer

Date: September 11, 2017

/s/ Kevin Johnson
Kevin Johnson

Date:September 11, 2017

Exhibit A

General Release

1. For valuable consideration, the adequacy of which is hereby acknowledged, the undersigned executive ("Executive"), on his own behalf and on behalf of his family members, heirs, executors, administrators, personal representatives, distributees, devisees, legatees, and successors and assigns (collectively, the "Releasing Parties"), does hereby knowingly, voluntarily and unconditionally release, waive, acquit and fully discharge, and agree to hold harmless Hooper Holmes, Inc., a New York corporation (the "Company") and all of its present and past subsidiaries and affiliates, and its and their officers, directors, shareholders, employee benefit plans, plan fiduciaries and trustees, insurers, employees, agents, representatives, successors and assigns (collectively referred to as the "Releasees"), from and against any cause of action, legal claim, suit, right, liability or demand of any kind or nature, known or unknown, liquidated or unliquidated, absolute or contingent, at law or in equity (each such action, claim, suit, right, liability or demand being hereinafter individually referred to as a "Claim" and collectively as "Claims") that Executive may now or hereafter have against the Releasees, or any one or group of them, including, but not limited to:

(a) any and all Claims in connection with

(i) any and all agreements between the Company and Executive, including but not limited to the Employment Agreement, dated as of [*], by and between the Company and Executive (the **"Employment Agreement")**;

(ii) Executive's employment relationship with the Company,

(iii) the terms and conditions of such employment relationship (including compensation and benefits),

(iv) Executive's service as an officer of the Company (except for indemnification in accordance with the Company's certificate of incorporation, bylaws or any director or officer indemnity agreement between Executive and the Company), or

(v) the termination of such employment relationship and the circumstances surrounding such termination; and

(b) any and all Claims relating to, or arising from, Executive's right to purchase, or actual purchase of, shares of stock of the Company, including, without limitation, any claims for fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state corporate law, and securities fraud under any federal or state law; and

(c) any and all Claims for wrongful discharge of employment; constructive discharge; termination in violation of public policy; discrimination; harassment; retaliation; breach of contract, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; fraud; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander;

negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; conversion; and disability benefits.

Without limiting the generality of the foregoing, Executive specifically releases, acquits, discharges, waives and agrees to hold Releasees harmless from and against any and all claims arising under:

(A) the Sarbanes-Oxley Act of 2002, 18 U.S.C. §1514A;

(B) Section 1981 of the Civil Rights Act of 1866, as amended, 42 U.S.C. §§1981;

(C) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§2000e, *et seq.* (the **"Civil Rights Act");**

(D) the Americans with Disabilities Act of 1990, 43 U.S.C. §12101 *et seq.* (the **"Americans with Disabilities Act");**

(E) the Equal Pay Act of 1993;

(F) the Fair Labor Standards Act, except as prohibited by law;

(G) the Older Workers Benefit Protection Act of 1990 (the **"OWBPA");**

(H) the Age Discrimination in Employment Act of 1967, 29 U.S.C. §626 *et seq.* (the **"ADEA");**

(I) the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 *et seq.* (the **"Family and Medical Leave Act"),** except as prohibited by law;

(J) the Worker Adjustment and Retraining Notification Act, as amended;

(K) Executive Order 11,141 (age discrimination);

(L) Executive Order 11,246 (race, color, religion, sex and national origin discrimination);

(M) the National Labor Relation Act;

(N) the Occupational Safety and Health Act, as amended;

(O) the Immigration Reform and Control Act, as amended;

(P) the Vietnam Era Veterans Readjustment Assistance Act;

(Q) Sections 503-504 of the Rehabilitation Act of 1973 (handicap rehabilitation);

(R) the Employee Retirement Income Security Act of 1974, as amended ("ERISA") (other than such rights as are mandated or vested by law);

(S) the Kansas Act Against Discrimination, K.S.A., 44-1001 *et seq.;*

(T) the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111 *et seq.;*

(U) Kansas Wage Payment Act, K.S.A. 44-313 *et seq.* and K.S.A. 44-12-01 *et seq.;*

(V) any other federal, state or local fair employment, civil or human rights, wage and hour laws and wage payment laws, and any and all other federal, state, local or other governmental statutes, laws, ordinances, regulations and orders, under common law, and under any Company policy, procedure, bylaw or rule.

This General Release shall not waive or release any Claims that Executive may have which arise after the date of this General Release or that arise under or are explicitly preserved by the Employment Agreement and shall not waive any Claims for benefits required by applicable law (including post-termination health-continuation insurance benefits required by state or federal law) or Claims which cannot be waived or released under the terms of any federal law or the laws of the state(s) governing Executive's employment with the Company. This General Release shall also not waive or release any Claims that Executive may have for a defense, contribution, or indemnification for any claim brought by any third party arising out of the scope of his employment.

2. Executive agrees not to sue concerning, or in any manner to institute, prosecute or pursue any Claim in respect of any of the matters covered by Section 1 of this General Release in any court of the United States or in any state, or with any administrative agency of the United States or any state, county or municipality, or before any other tribunal, public or private, against the Company or any of the Releasees.

3. This General Release is not intended to and does not interfere with the right of the Equal Employment Opportunity Commission ("EEOC") to enforce anti-discrimination laws or to seek relief that will benefit the public and any victim of unlawful employment practices who has not waived his or her claims. The Company acknowledges and agrees that Executive is not prevented from filing a charge with, or testifying, assisting, or participating in any proceeding brought by the EEOC concerning an alleged discriminatory practice of the Company. Executive, on behalf of himself and any and all other Releasing Parties, hereby waives all rights to any benefits, including, but not limited to, monetary recovery and reinstatement, derived from any actions, suits or proceedings brought on behalf of Executive or any of the other Releasing Parties, including any action, suit or proceeding brought by the EEOC or anyone else. Executive, on behalf of himself and any and all other Releasing Parties, also agrees not to initiate or become a party to or otherwise participate or support any current or former employee(s) in any action, suit or proceeding brought

by such employee(s). If Executive or any other Releasing Party files any action, suit or proceeding with respect to any Claim released by Executive under the terms of this Agreement, Executive agrees to indemnify the Company against any damages or judgments arising from any such action, suit or proceeding.

4. Executive agrees that Executive shall not be eligible and shall not seek or apply for reinstatement or re-employment with the Company and agrees that any application for reemployment may be rejected without explanation or liability.

5. In further consideration of the promises made by the Company in Section 3 of the Employment Agreement, Executive specifically waives and releases the Company, to the extent set forth in Section 1 of this General Release, from all Claims Executive may have as of the date of this General Release, whether known or unknown, arising under the ADEA. Executive further agrees that:

(a) Executive's waiver of rights under this General Release is knowing and voluntary and in compliance with the OWBPA.

(b) Executive understands the terms of this General Release.

(c) The consideration offered by the Company under Section 3 of the Employment Agreement in exchange for the General Release represents consideration over and above that to which Executive would otherwise be entitled, and the consideration would not have been provided had Executive not agreed to sign the General Release and did not sign the General Release.

(d) The Company is hereby advising Executive in writing to consult with an attorney prior to executing this General Release.

(e) The Company is giving Executive a period of twenty-one (21) days within which to consider this General Release.

(f) Following Executive's execution of this General Release, Executive has seven (7) days in which to revoke this General Release by written notice. An attempted revocation not actually received by the Company prior to the revocation deadline will not be effective.

(g) This General Release and all payments and benefits otherwise payable under Section 3 of the Employment Agreement (other than payments and benefits made or provided in accordance with Section 3.6(a)) shall be void and of no force and effect if Executive chooses to so revoke, and if Executive chooses not to so revoke within the 7-day period, this General Release shall then become effective and enforceable.

6. This General Release does not waive any rights or claims that may arise under the ADEA after the date Executive signs this General Release. To the extent barred by the OWBPA, the covenant not to sue contained in Section 2 above does not apply to claims under the ADEA that challenge the validity of this General Release.

7. To revoke this General Release, Executive must send a written statement of revocation to:

Hooper Holmes, Inc.
560 N. Rogers Road
Olathe, Kansas 66062
Attn: General Counsel

The revocation must be received by no later than 5:00 p.m. on the seventh day following Executive's execution and delivery of this General Release. If Executive does not revoke, the eighth day following Executive's execution and delivery of this General Release will be the effective date of this General Release.

8. Executive acknowledges and agrees that this General Release is not intended by Executive or the Company to be construed, and will not be construed, as an admission by the Company of any liability or violation of any law, statute, ordinance, regulation or legal duty of any nature whatsoever.

9. This General Release shall be governed by the internal laws (and not the choice of laws) of the State of Kansas, except for the application of pre-emptive federal law.

Please read this General Release carefully. It contains a release of all known and unknown claims.

Date: /s/ Kevin Johnson

Kevin Johnson

Exhibit 10.14

HOOPER HOLMES, INC.
2011 OMNIBUS EMPLOYEE INCENTIVE PLAN

OPTION AWARD AGREEMENT
(Non-Qualified Stock Option)

Hooper Holmes, Inc., a New York corporation (the "Company"), hereby grants to the individual listed below (the "Grantee") an Option, subject to the terms, conditions and restrictions of the Hooper Holmes, Inc. 2011 Omnibus Employee Incentive Plan (the "Plan") and this Option Award Agreement, including the attached Appendix A (the Option Award Agreement and Appendix A are collectively referred to as the "Award Agreement"). The capitalized terms not specifically defined in this Award Agreement shall have the meanings specified in the Plan.

Name of Employee: Kevin T. Johnson

Number of Options: 250,000

Grant Date: September 11, 2017

Option Price (per share): $0.65

Term/Expiration Date: September 11, 2027

Vesting Schedule: 187,500 shares subject to the Option, (the "Time-Based Options") shall vest in 25% tranches, rounded down to the nearest whole number of shares, on each of the first, second, third and fourth anniversaries of the Grant Date, all subject to the provisions of this Award Agreement.

62,500 of the shares subject to the Option (the "Performance Options") vest and become exercisable only if the Company achieves certain run rate synergies totaling $7,000,000 for the calendar year ending December 31, 2017 as follows:

100% achieved: 100% vested
90% achieved: 80% vested
80% achieved: 60% vested
70% achieved: 20% vested

Special Provisions/Restrictions Not Stated in the Plan (if any
None.

By accepting this Award Agreement as indicated below, the Grantee agrees to be bound by the terms and conditions of the Plan (as presently in effect or later amended), the rules and regulations under the Plan adopted from time to time and this Award Agreement. The Grantee has reviewed the Plan and this Award Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Award Agreement and is familiar with the terms and provisions of the Plan and this Award Agreement. The Grantee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan or this Award Agreement. The Grantee understands that this Option has been granted to provide a means to acquire and/or expand an ownership position in Hooper Holmes, Inc., and it is expected that any stock acquired upon exercise of this Option will be retained consistent with the Company's stock ownership guidelines in effect at the time of exercise of this Award.

The Grantee acknowledges and agrees that the exercise of any portion of this Option and the sales of Stock will be subject to applicable laws and regulations and the Company's policy regulating trading by employees. The Grantee further agrees to notify the Company upon any change in his or her residence address.

HOOPER HOLMES, INC.

By: /s/ Henry E. Dubois
Name: Henry E. Dubois
Title: President and Chief Executive Officer

Address: 560 N. Rogers Road
Olathe, Kansas 66062

APPENDIX A
TERMS AND CONDITIONS OF THE OPTION

ARTICLE I
GRANT OF OPTION

1.1 Grant of Option. In consideration of your past and/or continued employment with the Company and for other good and valuable consideration, effective as of the Grant Date set forth in this Award Agreement (the "Grant Date"), the Company grants to you an Option to purchase any part or all of the number of shares of Stock set forth in this Award Agreement, upon the terms and conditions set forth in the Plan and this Award Agreement.

1.2 Nature of the Option. This Option shall be a Nonqualified Stock Option (NQSO). This Option is not an incentive stock option as defined under Section 422 of the Internal Revenue Code of 1986, as amended.

1.3 Option Price. The Option Price of the shares of Stock subject to the Option shall be as set forth in this Award Agreement, without commission or other charge.

ARTICLE II
PERIOD OF EXERCISABILITY

2.1 Vesting. Subject to Sections 2.2, 2.3, 2.5, 5.4, 5.5 and 5.6 of this Award Agreement and your continued employment by the Company or an Affiliate or Subsidiary, the Option shall become vested and exercisable in such amounts and at such times as are set forth in this Award Agreement.

2.2 Forfeiture and Cancelation. Subject to Sections 2.4 and 2.7 of this Award Agreement, any portion of the Option that has not vested at or before the date on which you have a Termination of Employment shall be canceled and forfeited, unless otherwise determined by the Committee. "Termination of Employment" means the occurrence of any event if immediately thereafter you are no longer an Employee of the Company or an Affiliate or Subsidiary. Such an event could include the disposition of an Affiliate or Subsidiary or business unit by the Company or an Affiliate or Subsidiary. The following events shall not be deemed a Termination of Employment:

1. A transfer of you from the Company to an Affiliate or Subsidiary, or vice versa, or from one Affiliate or Subsidiary to another; and

2. A leave of absence, duly authorized in writing by the Company or an Affiliate or Subsidiary, for military service or sickness or for any other purpose approved by the Company or an Affiliate or Subsidiary including, but not limited to, a leave of absence where your right to reemployment is guaranteed either by statute or by contract.

However, your failure to return to active service for the Company or an Affiliate or Subsidiary at the end of an approved leave of absence shall be deemed a Termination of Employment. Although you will be considered to have been continuously employed by the Company or an Affiliate or Subsidiary and not to have incurred a Termination of Employment under this Article 2 during a leave of absence as set forth in Section 2.2(2) above, the Committee may specify that such leave period shall not be counted in determining the period of employment for purposes of the vesting of this Option. In such case, to the extent permissible by applicable law, the vesting dates for the unvested portions of the Option shall be extended by the length of any such leave of absence.

2.3 Duration of Exercisability. The vesting schedule installments of the Option provided for in the vesting schedule of this Award Agreement are cumulative. Each such installment which becomes vested and exercisable in accordance with the vesting schedule shall remain vested and exercisable until it ceases to be exercisable in accordance with Section 2.5 of this Award Agreement.

2.4 Acceleration of Vesting upon Cessation Due to Death, Long-Term Disability or Retirement. In the event you cease to be an Employee by reason of your death, your participation in the Company's long-term disability plan ("Long-Term Disability") or Retirement, the Option (or any portion of the Option) that is not then fully vested and exercisable shall become vested and exercisable in full as of the date you cease to be an Employee because of your death, Long-Term Disability or Retirement.

2.5 Expiration of Option. The vested portion of the Option may not be exercised to any extent by anyone after the earliest occurrence of any one of the following events:

(a) the expiration of ten (10) years from the Grant Date;

(b) except as set forth in a written agreement with the Company, the expiration of thirty (30) days following the date of your ceasing to be an Employee, unless such cessation was by reason of your death, Long-Term Disability or Retirement;

(c) if you die while an Employee or within three (3) months after ceasing to be an Employee because of Long-Term Disability, the Option shall expire on the earlier of (i) the Expiration Date specified in this Award Agreement, or (ii) thirty-six (36) months after your death; or

(d) if you cease to be an Employee because of Long-Term Disability (and you do not die within three (3) months after ceasing to be an Employee) or Retirement, the Option shall expire on the earlier of (i) the Expiration Date specified in this Award Agreement, or (ii) twelve (12) months after you cease to be an Employee.

2.6 Changes in Capital Structure. If the number of outstanding shares of Stock is increased or decreased, or the shares of Stock are changed into or exchanged for a different number or kind of shares or other securities of the Company, on account of any recapitalization, reclassification, stock split, reverse split, combination of shares, exchange of shares, stock dividend

or other distribution payable in capital stock, or other increase or decrease in such shares, effected without receipt of consideration by the Company, the number and kind of shares that are then subject to the Option shall be adjusted proportionately and accordingly by the Committee in such manner and form as determined by the Committee so that your proportionate interest immediately following such adjustment shall, to the extent practicable, be the same as immediately before such event. Any such adjustment shall not change the aggregate Option Price of the Option.

2.7 Consequence of a Change of Control. If a Change of Control of the Company occurs, the provisions of either Section 12.3 or 12.4 of the Plan shall apply to this Award, as applicable.

ARTICLE III
EXERCISE OF OPTION

3.1 Persons Eligible to Exercise Option. During your lifetime only you (or, in the event of your legal incapacity or incompetency, your guardian or legal representative) may exercise the Option or any portion of the Option. After your death, but prior to the time the Option ceases to be exercisable, any exercisable portion of the Option may be exercised by your personal representative or by any person empowered to do so under your will or under the then applicable laws of descent and distribution.

3.2 Partial Exercise. Any exercisable portion of the Option or the entire Option, if then wholly exercisable, may be exercised at any time prior to the time the Option (or that portion of the Option) ceases to be exercisable in accordance with Section 2.5 of this Award Agreement. An exercise of the Option in part will not exhaust or terminate the Option as to any remaining shares of Stock subject to the Option.

3.3 Manner of Exercise. The Option, or any exercisable portion of such Option, may be exercised as set forth below, or as may otherwise be prescribed by the Committee in the future:

(a) delivery to the Company's designated outsourced administrator of a notice of exercise on any business day, such notice to be delivered in the form specified by the administrator (or such other form as is prescribed by the Committee), and to reflect (i) the election to exercise some or all of the then-exercisable portion of the Option, (ii) the number of shares of Stock in respect of which the Option is being exercised, and (iii) such other representations and agreements as may be required by the Company under the provisions of the Plan; and

(b) payment in full of the Option Price with respect to the shares of Stock for which the Option is being exercised, together with the amount (if any) of federal and/or other taxes which the Company may, in its judgment, be required to withhold with respect to the exercise of the Option (or the portion of the Option being exercised).

3.4 Form of Payment Upon Exercise of Option. The Option Price applicable to the exercise of the Option (or any portion of the Option), together with any withholding taxes (as described in Section 3.5 of this Award Agreement), shall be paid to the Company by any of the

following methods, at your election and, with respect to paragraph (c) below, if available from the Company's designated outsourced administrator:

(a) in cash or cash equivalents acceptable to the Company.

(b) by a net exercise of the Option, such that you shall be entitled to the number of shares of Stock in accordance with the following formula:

$$X = \frac{Y(A-B)}{\text{FMV of the Stock on date of exercise}}$$

where: X = the number of shares of Stock to be issued to you*
Y = the number of shares of Stock with respect to which the Option is to be exercised, as designated in the notice of exercise
A = the FMV of the Stock on the date of exercise
B = the Option Price

* The actual number of shares of Stock to be issued will be reduced by the amount of any withholding taxes with respect to the exercise of the Option (with any shares held back to cover payment of such taxes being valued at the FMV on the date of exercise), if arrangements are not made to pay such taxes in cash or otherwise outside of the net exercise of the Option.

Any fractional amount resulting from application of this subsection shall be settled in cash equal to such fraction multiplied by the FMV of a share of Stock on the date of exercise.

(c) in the event you are in compliance with the Company's share retention and ownership guidelines as of the March 31st preceding your date of exercise of the Option, if the following method of exercise is then available from the Company's designated outsourced administrator, and to the extent provided in this Award Agreement, you shall be entitled to do a net exercise of the Option such that you will receive cash in accordance with the following formula:

$$X = Y(A-B)$$

where: X = the cash to be paid to you*
Y = the number of shares of Stock with respect to which the Option is to be exercised, as designated in the notice of exercise
A = the FMV of the Stock on the date of exercise
B = the Option Price

* The actual cash to be paid to you will be reduced by the amount of any withholding taxes with respect to the exercise of the Option (with any cash held back to cover payment of such taxes), if arrangements are not made to pay such taxes in cash or otherwise outside of the net exercise of the Option.

The actual cash to be paid to you may also be reduced by the amount of any fees or other expenses charged by the Company's designated outsourced administrator with respect to the net exercise of the Option.

(d) by any other method approved or accepted by the Committee in its sole discretion, subject to such rules and regulations as the Committee may establish.

In the event the Option (or any portion thereof) is exercised by any person or persons other than you, the Company may require appropriate proof of the right of such person(s) to exercise the Option.

No Stock will be issued pursuant to the exercise of an Option unless such issuance and such exercise have complied with all relevant provisions of law and requirements of any stock exchange upon which the Stock may then be listed. As a condition to the exercise of the Option, the Company may require you to make any representation or warranty to the Company as may be required under any applicable law or regulation.

3.5 Tax Withholding. The Company will assess its requirements regarding federal, state and local income taxes, FICA taxes, and other applicable taxes in connection with the Option. These requirements may change from time to time as laws or interpretations change. The Company's obligation to issue shares of Stock upon exercise of any portion of the Option shall be conditioned upon your payment, or making provision satisfactory to the Company for the payment, of any taxes which the Company is obligated to withhold or collect with respect to such exercise or otherwise respect to the Option. The Company will withhold any such taxes as required by law. Regardless of the Company's actions in this regard, you acknowledge and agree that the ultimate liability for any such taxes is your responsibility. You acknowledge and agree that the Company (i) makes no representations or undertakings regarding the treatment of any such taxes in connection with any aspect of the Option, including the subsequent sale of shares of Stock acquired under the Plan, and (ii) does not commit to structure the terms of the Option or any aspect of the Option to reduce or eliminate your liability for such taxes.

ARTICLE IV
RESTRICTIONS ON TRANSFER OF THE OPTION

4 . 1 Restrictions on Transfer. The Option may not be sold, transferred, pledged, assigned or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution.

ARTICLE V
ACKNOWLEDGEMENTS AND UNDERTAKINGS BY GRANTEE

5.1 No Acquired Rights. You acknowledge and agree that:

(a) The grant of this Award is voluntary and occasional and does not create any contractual or other right to receive future grants of Awards or benefits in lieu of any Awards, even

if Awards have been granted repeatedly in the past and regardless of any reasonable notice period mandated under local law;

(b) This Award is not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating termination, severance, resignation, redundancy, end-of-service payments, bonuses, long-term service awards, pension, retirement benefits or similar payments;

(c) The future value of the shares of Stock that may be purchased by exercise of this Award is unknown and cannot be predicted;

(d) No claim or entitlement to compensation or damages arises from the expiration or termination of this Award, or the diminution in value of this Award (or any shares of Stock issued upon exercise of this Award), and you irrevocably release the Company from any such claim; and

(e) Participation in the Plan shall not create a right to further employment with the Company, any Affiliate or any Subsidiary and shall not interfere with the ability of the Company to terminate the employment relationship with you at any time, with or without cause.

5.2 No Rights as a Shareholder. You acknowledge and agree that the holder of this Award shall not be, nor have any of the rights or privileges of, a shareholder of the Company in respect of any shares of Stock purchasable upon the exercise of any part of this Award unless and until shares shall have been issued by the Company to such holder (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company).

5.3 Conformity to Securities Laws.

(a) You acknowledge that the Plan and this Award Agreement are intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act, and any and all regulations and rules promulgated under such Acts by the Securities and Exchange Commission ("SEC"), and state securities laws and regulations. Notwithstanding anything in this Award Agreement to the contrary, the Plan shall be administered, and this Award is granted and may be exercised, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, the Plan and the Award Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

(b) The Company intends to have an effective registration statement on file with the SEC with respect to the shares of Stock underlying the Option granted under the terms of this Award. The Company intends to maintain this registration statement but has no obligation to do so. If the registration statement is not filed or ceases to be effective, you will not be able to transfer or sell shares issued upon exercise of the Option unless an exemption from registration under applicable securities laws is available. You agree that any resale by you of the shares of Stock issued under this Award will comply in all respects with the requirements of applicable securities laws, rules and regulations (including, without limitation, the provisions of the Securities Act, the

Exchange Act, and the respective rules and regulations promulgated under such Acts) and any other law, rule or regulation applicable thereto. The Company will not be obligated either to issue the shares or permit the resale of any shares if such issuance or resale would violate any such laws, rules or regulations.

5.4 Investment Representation. If demanded by the Committee, you (or your beneficiary) shall deliver to the Committee at any time the Option (or any portion of the Option) is exercised, a representation that the shares of Stock to be acquired upon the exercise of the Option are being acquired for investment and not with a view toward resale or with a view to distribution thereof, and that you (or your beneficiary) will comply with such restrictions as may be necessary to satisfy the requirements of federal or state securities laws. This representation shall be a condition precedent to your (or your beneficiary's) right to acquire any shares of Stock through the exercise of the Option (or any portion thereof).

5.5 Compliance with Company Insider Trading and Other Applicable Policies. You agree to be bound by the Company's policies regarding the purchase and transfer of the Company's securities and understand that there may be certain times during the year in which you will be prohibited from selling, transferring, pledging, donating, assigning, hypothecating or encumbering any shares of Stock received upon exercise of this Award.

5.6 Potential Termination of Award; Forfeiture of Any Gain Realized.

You acknowledge that your continued employment and the grant of the Options herein is sufficient consideration for this Award Agreement, including, without limitation, the restrictions imposed upon you by this Section 5.6.

(a) You acknowledge that:

(i) the Company may in its sole and absolute discretion annul this Award (including any vested portion of this Award not yet exercised) if you cease to be an Employee as a result of a termination for Cause and such determination shall be made by the Company and shall be conclusive and binding on all interested persons; and

(ii) the Company retains the right to cause a forfeiture of the gain realized by you in connection with this Award, including its exercise, on account of actions you take that are in violation of or in conflict with the provisions of this Award Agreement, or any (i) employment agreement, (ii) non-competition agreement, (iii) agreement prohibiting solicitation of Employees or clients of the Company or any Affiliate or Subsidiary, or (iv) any confidentiality obligation with respect to the Company or any Affiliate or Subsidiary.

(b) In addition, in accordance with the Plan, if (A) the Company is required to prepare an accounting restatement due to the material noncompliance of the Company, as a result of misconduct, with any financial reporting requirement under applicable securities laws, and (B) you are either an individual who is subject to the automatic forfeiture provisions of Section 304 of the Sarbanes-Oxley Act of 2002 or are determined by the Committee to have knowingly engaged or

failed to prevent the misconduct or have been grossly negligent in engaging in or failing to prevent the misconduct, you shall be obligated to reimburse the Company for (i) any equity-based compensation you have received from the Company during the 12-month period following the first public issuance or filing with the SEC of the financial document(s) embodying the financial reporting requirement, and (ii) any profits realized from the sale of securities of the Company during that 12-month period. Any determination by the Committee with respect to the foregoing shall be final, conclusive and binding on all interested persons.

(c) (i) *Forfeiture Events*. A "Forfeiture Event" shall have occurred if, during the Restricted Period (as defined below), and as set forth below, without the prior written consent of the Company, you commit any of the following acts or permit any of the following conditions to exist:

1. During the Restricted Period and at any point after the Restricted Period ends, you directly or indirectly disclose or reveal to any person Confidential Information (as defined below) relating to the Company or any Subsidiary or Affiliate except as necessary to the performance of your duties to the Company, any Subsidiary or Affiliate or as required by law. You agree that the Confidential Information constitutes the exclusive property of the Company.

2. You directly or indirectly (including by causing, advising or assisting any individual, corporation or partnership or other entity to do so) recruit, solicit or entice any employee(s) of the Company or any Subsidiary or Affiliate to leave his/her employment with such entity, whether for employment with or as a consultant, contractor or subcontractor to any other company or entity, or for any other reason.

3. You directly or indirectly (including by causing, advising or assisting any individual, corporation, partnership or other entity to do so) approach any Customer (as defined below), seek Business (as defined below) from any Customer, or refer Business from any Customer other than on behalf and for the benefit of the Company and any and all Subsidiaries and Affiliates, or be paid commissions or other consideration based on Business offered by or received from any Customer by any enterprise or entity other than the Company or any Subsidiary or Affiliate. This paragraph "3" shall not apply, and shall be of no force or effect, in the event that the Company or any Subsidiary or Affiliate, as the case may be, gives its written consent to your employment in accordance with paragraph "4" below.

4. You accept employment within the United States in any capacity or engage, either directly or indirectly, for the benefit of any person, firm, corporation, partnership, association or other entity in competition with the Company or any Subsidiary or Affiliate in any business in which the Company or any Subsidiary or Affiliate is engaged during your tenure with the Company or any Subsidiary or Affiliate, provided that the Company shall give its written

consent upon your reasonable demonstration that you can fully perform such employment or engagement without violating any of the provisions of paragraphs "1", "2", and "3" hereof. This paragraph "4" shall not apply, and shall be of no force or effect, in the event that this restriction is not permissible under the rules of professional conduct applicable to the position you hold with the Company.

(ii) *Forfeiture*. If the Committee determines that a Forfeiture Event has occurred or is ongoing, then the following forfeitures and related actions as determined by the Committee will occur:

1. Any portion of the Option (whether or not vested) that has not been exercised as of the date of such determination shall be immediately canceled and forfeited;

2. You shall automatically forfeit any rights you may have with respect to the Option as of the date of such determination;

3. If you have exercised all or any part of the Option within the 12-month period immediately preceding the earliest Forfeiture Event (or following the date of the earliest Forfeiture Event), upon the Company's demand, you shall immediately deliver to it a certificate or certificates for Stock with a Fair Market Value (determined on the date of such demand) equal to the gain realized by you upon such exercise; and/or

4. You shall be obligated to pay the Company any amounts realized from the sale of any or part of the Stock Award.

(iii) *Definitions*. For purposes of this Section 5.6(c), the following definitions shall apply:

1. "Business" means any of the products or services that the Company or any Subsidiary or Affiliate provided or sold to its customers or offered or considered offering for sale to its customers at any time during the Restricted Period.

2. "Confidential Information" means confidential and proprietary information of the Company and Subsidiaries and Affiliates, and financial information, trade secrets, technical data, business methods and procedures, names of customers, sales records, customer billing data, software details, operations workflows of customers businesses, training and operational manuals, and other materials and information which constitute the property of the Company, Subsidiaries and/or Affiliates and which enable the Company to compete successfully in its business.

3. "Customer" means any person, firm, corporation, partnership, limited liability company, association or other entity as to which you engaged,

participated or assisted in efforts to evaluate, plan, propose or implement the offering of products or services by the Company, any Subsidiary or Affiliate, or any of its successors or assigns, during the Restricted Period.

4. "Restricted Period" means the period during which you are employed by the Company or an Affiliate or Subsidiary and twelve (12) months following the date that you cease to be employed by the Company or an Affiliate or Subsidiary for any reason whatsoever.

(iv) *Severability*. You acknowledge and agree that the period, scope and geographic areas of restriction imposed upon you by the provisions of Section 5.6(c) are fair and reasonable and are reasonably required for the protection of the Company, Affiliates and Subsidiaries. In the event that any part of this Award Agreement, including, without limitation, Section 5.6(c), is held to be unenforceable or invalid, the remaining parts of this Award Agreement and Section 5.6(c) shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part of this Award Agreement. If any one of the provisions in Section 5.6(c) is held to be excessively broad as to period, scope or geographic area, any such provision shall be construed by limiting it to the extent necessary to be enforceable under applicable law.

(v) *Additional Remedies*. You acknowledge that breach by you of this Award Agreement would cause irreparable harm to the Company, Affiliates and Subsidiaries, and that in the event of such breach, the Company shall have, in addition to monetary damages and other remedies at law, the right to an injunction, specific performance and other equitable relief (without the need to post a bond) to prevent violations of your obligations hereunder. In the event of any action to enforce the provisions of this Section 5.6(c), whether by suit in a court of law, arbitration, mediation, alternative dispute resolution or the like, if the Company prevails, you shall pay all the Company's expenses thereof, including, but not limited to, reasonable attorneys' fees.

ARTICLE VI
LIMITATIONS APPLICABLE TO EXCHANGE ACT SECTION 16 PERSONS

6 . 1 Limitations Applicable to Exchange Act Section 16 Persons. Notwithstanding any provision of the Plan or any other provision of this Award Agreement to the contrary, if you are subject to Section 16 of the Exchange Act, the Plan, this Award Agreement and the Option shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 under the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by applicable law, this Award Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

ARTICLE VII

MISCELLANEOUS

7.1 Designation of Beneficiary. You may, from time to time, designate any beneficiary or beneficiaries to whom any benefit under this Award Agreement is to be paid in case of your death prior to the receipt of all such benefits. Each designation shall revoke all prior designations, shall be in a form prescribed by the Committee or its designee, and will be effective only when filed with the Committee or its designee. In the absence of any such designation, any benefits remaining unpaid at the time of your death shall be paid to your estate.

7.2 Notices. Except as may be otherwise provided in the Plan, any written notices provided for in the Plan or this Award Agreement shall be in writing and shall be deemed sufficiently given if either hand-delivered or if sent by fax or overnight courier, or by postage-paid first-class mail. Notices sent by mail shall be deemed received three (3) business days after mailed but in no event later than the date of actual receipt. Notice may also be provided by electronic submission, if and to the extent permitted by the Committee. Notices shall be directed, if to you, at your address indicated by the Company's records, or, if to the Company, at the Company's principal office, attention: Corporate Secretary.

7.3 Data Privacy. By entering into this Award Agreement, you (a) authorize the Company and any agent of the Company administering the Plan or providing Plan recordkeeping services to disclose to the Company or any Affiliate or Subsidiary such information and data as the Company or any such Affiliate or Subsidiary shall request in order to facilitate the grant of options and the administration of the Plan; (b) waive any data privacy rights you may have with respect to such information; and (c) authorize the Company to store and transmit such information in electronic form.

7.4 Waiver. The waiver by the Company or an Affiliate or Subsidiary of any provision of this Award Agreement shall not operate as or be construed to be a subsequent waiver of the same provision or waiver of any other provision hereof.

7.5 Severability. The provisions of this Award Agreement are severable and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

7.6 Counterparts; Further Instruments. This Award Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties to this Award Agreement agree to execute such further instruments and to take such further action as may be reasonably necessary to carry out the purposes and intent of this Award Agreement.

7.7 Amendment, Suspension and Termination. To the extent permitted by the Plan, this Award Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Committee, provided, that, except as may otherwise be provided in the Plan, no amendment, modification, suspension or termination of this Award Agreement shall adversely affect the Option in any material way without your prior written consent.

7.8 Entire Agreement. The Plan and this Award Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and you with respect to the subject matter hereof. In the event of any contradiction, distinction or difference between this Award Agreement and the terms of the Plan, the terms of the Plan will control.

7.9 Governing Law. This Award Agreement shall be administered, interpreted and enforced under the laws of the State of New York, without regard to the conflicts of law principles of the State of New York.

7.10 Captions. Captions provided in this Award Agreement are for convenience only and are not to serve as a basis for interpretation or construction of this Award Agreement.

7.11 Successors and Assigns. The Company may assign any of its rights under this Award Agreement to single or multiple assignees, and this Award Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in the Plan and/or this Award Agreement, this Award Agreement shall be binding upon you and your heirs, executors, administrators, successors and assigns.

Exhibit 10.44

AMENDMENT NO. 1 TO PURCHASE AGREEMENT AND REGISTRATION RIGHTS AGREEMENT

This Amendment No. 1 (the "Amendment") is entered into this 30th day of November 2017 ("Amendment Effective Date"), by and between **HOOPER HOLMES, INC.**, a New York corporation (the "Company"), and **LINCOLN PARK CAPITAL FUND, LLC**, an Illinois limited liability company (the "Investor"), and amends that certain Purchase Agreement, dated as of August 31, 2017, between the Investor and the Company (the "Purchase Agreement"), and that certain Registration Rights Agreement, dated as of August 31, 2017, between the Investor and the Company (the "Registration Rights Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement or the Registration Rights Agreement, as applicable.

RECITALS

WHEREAS, Section 12(o) of the Purchase Agreement provides that the Purchase Agreement may be amended, at any time prior to one (1) Business Day immediately preceding the initial filing of the Registration Statement with the SEC, by a written instrument signed by both the Company and the Investor;

WHEREAS, Section 10 of the Registration Rights Agreement provides that the Registration Rights Agreement may be amended, at any time prior to one (1) Business Day immediately preceding the initial filing of the Registration Statement with the SEC, by a written instrument signed by both the Company and the Investor;

WHEREAS, the Company has not yet filed the Registration Statement with the SEC and shall not file the Registration Statement with the SEC prior to one (1) Business Day following the Amendment Effective Date; and

WHEREAS, the Company and the Investor desire to amend the terms of the Purchase Agreement and the Registration Rights Agreement as set forth herein;

NOW THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

1. Amendment and Restatement of Second Sentence of Section 5(a) of the Purchase Agreement. The second sentence of Section 5(a) of the Purchase Agreement is hereby amended and restated in its entirety as follows:

> "The Company shall also file with the SEC, within one hundred twenty (120) days from the date hereof, a new registration statement (the "Registration Statement") covering only the resale of the Purchase Shares and all of the Commitment Shares (together with any outstanding shares of Common Stock subject to applicable and duly exercised piggyback registration rights not to exceed 2,750,000 shares of Common Stock in the aggregate), in accordance with the terms of the Registration Rights Agreement between the Company and the Investor, dated as of the date hereof (the "Registration Rights Agreement"). "

2. Amendment and Restatement of Section 11(b) of the Purchase Agreement. Section 11(b) of the Purchase Agreement is hereby amended and restated in its entirety as follows:

> "In the event that (i) the Company fails to file the Registration Statement with the SEC within the period specified in Section 5(a) hereof in accordance with the terms of the Registration Rights Agreement or (ii) the Commencement shall not have occurred on or before February 28, 2018, due to the failure to satisfy the conditions set forth in Sections 7 and 8 above with respect to the Commencement, then, in the case of clause (i) above, this Agreement may be terminated by the Investor at any time prior to the filing of the Registration Statement and, in the case of clause (ii) above, this Agreement may be terminated by either party at the close of business on February 28, 2018 or thereafter, in each case without liability of such party to the other party (except as set forth below); provided, however, that the right to terminate this Agreement under this Section 11(b) shall not be available to any party if such party is then in breach of any covenant or agreement contained in this Agreement or any representation or warranty of such party contained in this Agreement fails to be true and correct such that the conditions set forth in Section 7(c) or Section 8(e), as applicable, could not then be satisfied."

3. Amendment and Restatement of First Sentence of Section 2(a) of the Registration Rights Agreement. The first sentence of Section 2(a) of the Registration Rights Agreement is hereby amended and restated in its entirety as follows:

> "The Company shall, within one hundred twenty (120) days after the date hereof, file with the SEC an initial Registration Statement covering the maximum number of Registrable Securities as shall be permitted to be included thereon in accordance with applicable SEC rules, regulations and interpretations so as to permit the resale of such Registrable Securities by the Investor under Rule 415 under the Securities Act at then prevailing market prices (and not fixed prices), as mutually determined by both the Company and the Investor in consultation with their respective legal counsel, subject to the aggregate number of authorized shares of the Company's Common Stock then available for issuance in its Certificate of Incorporation."

4. No other amendment. Except as expressly set forth above, all other terms and conditions of the Purchase Agreement and the Registration Rights Agreement shall remain in full force and effect, without amendment thereto.

5. Governing law. This Amendment shall be governed by the internal laws of the State of Illinois, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Illinois or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Illinois.

6. Counterparts. This Amendment may be executed in counterparts, all of which taken together shall constitute one and the same original and binding instrument and shall become effective

when all counterparts have been signed by each party and delivered to the other parties hereto, it being understood that all parties hereto need not sign the same counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officer as of the Amendment Effective Date.

THE COMPANY:

HOOPER HOLMES, INC.

By: /s/ Henry E. Dubois
Name: Henry E. Dubois
Title: CEO

INVESTOR:

LINCOLN PARK CAPITAL FUND, LLC
BY: LINCOLN PARK CAPITAL, LLC
BY: ROCKLEDGE CAPITAL CORPORATION

By: /s/ Josh Scheinfeld
Name: Josh Scheinfeld
Title: President

Exhibit 21

SUBSIDIARIES OF HOOPER HOLMES, INC.

Subsidiary Name	***State of Incorporation***	***Business Name***
Hooper Kit Services, LLC	Kansas	Hooper Kit Services, LLC
Hooper Distribution Services, LLC	New Jersey	Hooper Distribution Services, LLC
Hooper Information Services, Inc.	New Jersey	Hooper Information Services, Inc.
Hooper Wellness, LLC	Kansas	Hooper Wellness, LLC
Accountable Health Solutions, LLC	Kansas	Accountable Health Solutions/AHS
Provant Health Solutions, LLC	Rhode Island	Provant Health Solutions

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

The Board of Directors
Hooper Holmes, Inc.:

We consent to incorporation by reference in the registration statement on Form S-1 of Hooper Holmes, Inc. of our report dated March 30, 2016, with respect to the consolidated balance sheet of Hooper Holmes, Inc. and subsidiaries as of December 31, 2015, and the related consolidated statements of operations, stockholders' equity and cash flows for the year ended December 31, 2015, and the related consolidated financial statement schedule, which report appears in the December 31, 2016 annual report on Form 10-K of Hooper Holmes, Inc. and to the reference to our firm under the heading "Experts" in the prospectus.

Our report dated March 30, 2016 contains an explanatory paragraph that states that the Company has suffered recurring losses from operations, negative cash flows from operations and other related liquidity concerns, which raise substantial doubt about its ability to continue as a going concern. The consolidated financial statements and financial statement schedule do not include any adjustments that might result from the outcome of that uncertainty.

/s/ KPMG LLP

Kansas City, MO

December 20, 2017

Exhibit 23.2

Consent of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders
Hooper Holmes, Inc.:

We consent to incorporation by reference in the registration statement on Form S-1 of Hooper Holmes, Inc. of our report dated March 9, 2017 (which includes an explanatory paragraph relating to the uncertainty of the Company's ability to continue as a going concern), with respect to the consolidated balance sheet of Hooper Holmes, Inc. and subsidiaries as of December 31, 2016, and the related consolidated statements of operations, stockholders' deficit and cash flows for the year ended December 31, 2016, and the related consolidated financial statement schedule for the year ended December 31, 2016, which report appears in the December 31, 2016 annual report on Form 10-K of Hooper Holmes, Inc. and to the reference to us under the heading "Experts" in such prospectus.

/s/ Mayer Hoffman McCann P.C.

Kansas City, MO
December 20, 2017

Exhibit 23.3

Consent of Independent Auditor

We consent to the incorporation by reference in the Registration Statement on Form S-1 of Hooper Holmes, Inc. of our report dated March 16, 2017, relating to the financial statements of Provant Health Solutions, LLC, appearing in the Current Report on Form 8-K filed with the SEC on May 12, 2017, by Hooper Holmes, Inc. Our report expresses an unqualified opinion and includes an explanatory paragraph relating to the Company's ability to continue as a going concern.

We also consent to the reference of our firm under the heading "Experts" in such Registration Statement.

/s/ RSM US LLP

Boston, Massachusetts
December 20, 2017