

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

WASHINGTON, D.C. 20549

**SCHEDULE 13D/A**  
**Under the Securities Exchange Act of 1934**  
**(Amendment No. 2)\***

**OPGEN, INC.**  
(Name of Issuer)

Common Stock, par value \$0.01 per share  
(Title of Class of Securities)

68373L109  
(CUSIP Number)

jVen Capital, LLC  
P.O. Box 60207  
Potomac, MD 20859  
Attention: Evan Jones  
Telephone: 301-299-2088

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

July 18, 2017  
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> jVen Capital, LLC	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> WC	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Delaware	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> 0
	<b>8</b>	<b>SHARED VOTING POWER</b> 8,736,808 shares <sup>(1)</sup>
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 8,736,808 shares <sup>(1)</sup>
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 8,736,808 shares <sup>(1)</sup>	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 16.71%	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> OO	

(1) Includes exercisable warrants to purchase 3,058,359 shares of common stock.

<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> Evan Jones	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> WC	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> United States	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> 0
	<b>8</b>	<b>SHARED VOTING POWER</b> 9,385,948 shares <sup>(1)</sup>
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 9,385,948 shares <sup>(1)</sup>
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 9,385,948 shares <sup>(1)</sup>	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 17.77%	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> IN	

(1) Includes exercisable stock options to acquire 497,143 shares of common stock of the issuer held by Mr. Jones. Also includes exercisable warrants to purchase 3,058,359 shares of common stock held by jVen Capital and 131,156 shares of common stock and warrants to purchase 20,841 shares of common stock held by Mr. Jones' spouse.

## Item 1. Security and Issuer

This Amendment No. 2 to Schedule 13D (“Amendment”) relates to the shares of common stock, \$0.01 par value per share (the “Common Stock”), of OpGen, Inc., a Delaware corporation (the “Company”). The Company’s principal executive offices are located at 708 Quince Orchard Road, Suite 205, Gaithersburg, MD 20878.

This Amendment amends the Schedule 13D, filed with the Securities and Exchange Commission (the “SEC”) on May 14, 2015 and amended on May 19, 2016, by furnishing the information set forth below.

## Item 2. Identity and Background

(a) - (c) This Amendment is filed by jVen Capital, LLC. (“jVen Capital”) and Evan Jones. Mr. Jones is sometimes referred to in this Schedule 13D as a “Reporting Person.” The principal business address of each Reporting Person is P.O. Box 60207 Potomac, MD 20859. The principal business of jVen Capital is venture capital investments. Mr. Jones is Chief Executive Officer and Chairman of the Board of OpGen, Inc. Mr. Jones is also managing member of jVen Capital and, as such, may be deemed to have voting power and dispositive power over the Common Stock owned by jVen Capital. None of the Reporting Persons is considered to be part of a group, and this Schedule 13D has been filed by the Reporting Persons as a joint filing pursuant to Rule 13d-1(k)(1) promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

(d) None of the Reporting Persons has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) None of the Reporting Persons has, during the last five years, been party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) jVen Capital is a Delaware corporation. Mr. Jones is a citizen of the United States of America.

## Item 3. Source and Amount of Funds or Other Consideration

Item 3 of the Schedule 13D is supplemented as follows:

On July 18, 2017, pursuant to a public offering registered on Form S-1 File No. 333-218392 (the “Public Offering”), jVen Capital purchased 1,875,000 units, at a price of \$0.40 per unit (the “Units”), each Unit consisting of one share of Common Stock and one warrant to purchase one of share of Common Stock, exercisable at an exercise price of \$0.425 per share of Common Stock. The warrants are immediately exercisable and may be exercised for five years. The source of the purchase price for the Units was working capital of jVen Capital. No borrowed funds were used in the purchase of the Units. As part of the transactions, Mr. Jones entered into a lock-up agreement with the Company under which he agreed not to sell or transfer, subject to certain exceptions, shares of the Common Stock he controls for 90 days after the effective date of the registration statement on Form S-1.

## Item 4. Purpose of Transaction

The description set forth in Item 3 of this Schedule 13D is incorporated herein by reference. The Reporting Persons acquired such securities in the Company for investment purposes.

## Item 5. Interest in Securities of the Issuer

(a)-(b) The aggregate percentage of Common Stock reported owned by each person named herein is based upon 49,239,936 shares outstanding, which is the total number of Common Stock outstanding as of July 21, 2017.

As of July 21, 2017, jVen Capital beneficially owns 8,736,808 shares of Common Stock, constituting approximately 16.71% of Common Stock outstanding and warrants to purchase an aggregate 3,058,359 shares of Common Stock, which are currently exercisable, and Mr. Jones beneficially owns 9,385,948 shares of Common Stock, constituting approximately 17.77% of Common Stock outstanding, and consisting of 5,678,449 shares owned by jVen Capital, 131,156 shares owned by his spouse, warrants to purchase an aggregate 3,079,200 shares of Common Stock held by jVen Capital and by his spouse, which are currently exercisable, and exercisable stock options to acquire 497,143 shares of Common Stock held by Mr. Jones. Mr. Jones has or shares voting and dispositive power over the Common Stock owned by jVen Capital and by his spouse.

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(c) The information contained in Items 3 and 4 above are hereby incorporated herein by reference in its entirety.

(d) No person other than the Reporting Persons is known to have the right to receive, or the power to direct the receipt of dividends from, or proceeds from the sale of, such Common Stock.

(e) Not applicable.

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer**

In connection with the Public Offering, Mr. Jones entered into a lock-up agreement (the "Lock-Up Agreement") pursuant to which he, and his affiliates, agreed, subject to certain exceptions, not to offer, sell, agree to offer or sell, solicit offers to purchase, grant any call option or purchase any put option with respect to, pledge, encumber, assign, borrow or otherwise dispose of or transfer any units, shares of Common Stock, warrants to purchase Common Stock or any other security of the Company or any other entity that is convertible into, or exercisable or exchangeable for, units, Common Stock or any other equity security of the Company for 90 days after the date of the Purchase Agreement. The description of the Lock-Up Agreement is qualified in its entirety by reference to the full text of the Form of Lock-Up Agreement, which is filed as Exhibit 2 to this Amendment and is incorporated herein by reference.

**Item 7. Material to Be Filed as Exhibits**

1. Joint Filing Agreement (filed as Exhibit 1 to Schedule 13D filed on May 14, 2015 and incorporated by reference herein).
  2. Form of Lock-Up Agreement
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**SIGNATURE**

After reasonable inquiry and to the best of its knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: July 25, 2017

**JVEN CAPITAL, LLC**

By: /s/ Evan Jones

Name: Evan Jones

Title: Managing Member

/s/ Evan Jones

Evan Jones

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OpGen, Inc.  
708 Quince Orchard Road, Suite 205  
Gaithersburg, MD 20878

\_\_\_\_\_, 2017

OpGen, Inc.  
Telephone: (301) 869-9683  
Facsimile: (301) 869-9684  
Attention: Timothy C. Dec, Chief Financial Officer  
E-mail: tdec@opgen.com

Re: OpGen, Inc. - Lock-Up Agreement

Dear Madam/Sir:

This Lock-Up Agreement is being delivered to you in connection with the Securities Purchase Agreement (the "**Purchase Agreement**"), dated as of \_\_\_\_\_, \_\_\_\_ 2017 by and among OpGen, Inc. (the "**Company**") and the investors party thereto (the "**Buyers**"), with respect to the issuance of (i) shares of the Company's common stock, par value \$0.01 per share (the "**Common Stock**") and (ii) warrants (the "**Warrants**") which Warrants will be exercisable to purchase Common Stock. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement.

In order to induce the Purchasers to enter into the Purchase Agreement, the undersigned agrees that, commencing on the date hereof and ending 90 days following the effective date of the Registration Statement on Form S-1 (File No. 333-218392) (the "**Lock-Up Period**"), the undersigned will not, and will cause all affiliates (as defined in Rule 144 promulgated under the Securities Act of 1933, as amended) of the undersigned or any person in privity with the undersigned or any affiliate of the undersigned with respect to the securities of the Company not to, (i) sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase, make any short sale or otherwise dispose of or agree to dispose of, directly or indirectly, any (A) Common Stock or (B) any securities of the Company or any of its subsidiaries which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock ("**Common Stock Equivalents**"), or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Securities and Exchange Act of 1934, as amended and the rules and regulations of the Securities and Exchange Commission promulgated thereunder, with respect to any Common Stock or Common Stock Equivalents owned directly by the undersigned (including holding as a custodian) or with respect to which the undersigned has beneficial ownership within the rules and regulations of the Securities and Exchange Commission (collectively, the "**Undersigned's Shares**"), or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any of the Undersigned's Shares, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock or other securities, in cash or otherwise, (iii) make any demand for or exercise any right or cause to be filed a registration statement, including any amendments thereto, with respect to the registration of any Common Stock or Common Stock Equivalents or (iv) publicly disclose the intention to do any of the foregoing.

The foregoing restriction is expressly agreed to preclude the undersigned, and any affiliate of the undersigned and any person in privity with the undersigned or any affiliate of the undersigned with respect to the securities of the Company, from engaging in any hedging or other transaction which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of the Undersigned's Shares even if the Undersigned's Shares would be disposed of by someone other than the undersigned. Such prohibited hedging or other transactions would include, without limitation, any short sale or any purchase, sale or grant of any right (including, without limitation, any put or call option) with respect to any of the Undersigned's Shares or with respect to any security that includes, relates to, or derives any significant part of its value from the Undersigned's Shares.

Notwithstanding the foregoing, the undersigned may transfer the Undersigned's Shares (i) as a *bona fide* gift or gifts, provided that the donee or donees thereof agree to be bound in writing by the restrictions set forth herein, (ii) to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transfer shall not involve a disposition for value, or (iii) if acquired by the undersigned in open market transactions after the offering. For purposes of this Lock-Up Agreement, "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin. The undersigned now has, and, except as contemplated by the immediately preceding sentence, for the duration of this Lock-Up Agreement will have, good and marketable title to the Undersigned's Shares, free and clear of all liens, encumbrances, and claims whatsoever. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent (the "**Transfer Agent**") and registrar against the transfer of the Undersigned's Shares except in compliance with the foregoing restrictions.

In order to enforce this covenant, the Company shall impose irrevocable stop-transfer instructions preventing the Transfer Agent from effecting any actions in violation of this Lock-Up Agreement.

The undersigned acknowledges that the execution, delivery and performance of this Lock-Up Agreement is a material inducement to each Purchaser to complete the transactions contemplated by the Purchase Agreement and that the Company shall be entitled to specific performance of the undersigned's obligations hereunder. The undersigned hereby represents that the undersigned has the power and authority to execute, deliver and perform this Lock-Up Agreement, that the undersigned has received adequate consideration therefor and that the undersigned will indirectly benefit from the closing of the transactions contemplated by the Purchase Agreement.



The undersigned understands and agrees that this Lock-Up Agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors, and assigns. This Lock-Up Agreement shall not be amended without the prior written consent of H.C. Wainwright & Co., LLC.

This Lock-Up Agreement may be executed in two counterparts, each of which shall be deemed an original but both of which shall be considered one and the same instrument.

This Lock-Up Agreement will be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflicting provision or rule (whether of the State of New York, or any other jurisdiction) that would cause the laws of any jurisdiction other than the State of New York to be applied. In furtherance of the foregoing, the internal laws of the State of New York will control the interpretation and construction of this Lock-Up Agreement, even if under such jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

*[Remainder of page intentionally left blank]*

Very truly yours,

\_\_\_\_\_  
Exact Name of Stockholder

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

Agreed to and Acknowledged:

**OPGEN, INC.**

By: \_\_\_\_\_

Name:

Title: