

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

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**SCHEDULE 13D**

(Rule 13d-101)

Under the Securities Exchange Act of 1934  
(Amendment No. 1)\*

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**Professional Diversity Network, Inc.**

(Name of Issuer)

**Common Stock, Par Value \$0.01 Per Share**  
(Title of Class of Securities)

**74312Y103**  
(CUSIP Number)

Stephen E. Older  
McGuireWoods LLP  
1345 Avenue of the Americas, 7th Floor  
New York, NY 10105-0106  
**(212) 548-2100**

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

**April 22, 2015**  
(Date of Event Which Requires Filing of this Statement)

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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 Rule 13d-1(e), (f) or (g), check the following box .

**Note:** Schedules filed in paper format shall include a signed original and five copies of the Schedule, including all exhibits. See Rule 13d-7(b) for other parties to whom copies are being sent.

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\* 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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|   |  |                                       |
|---|--|---------------------------------------|
| 1   | NAMES OF REPORTING PERSON<br>Star Jones  |                                       |
| 2   | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)<br><br>(a) <input type="checkbox"/> (b) <input type="checkbox"/> |                                       |
| 3   | SEC USE ONLY   |                                       |
| 4   | SOURCE OF FUNDS (See Instructions)<br>SC   |                                       |
| 5   | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)<br><br><input type="checkbox"/>              |                                       |
| 6   | CITIZENSHIP OR PLACE OF ORGANIZATION<br>United States of America   |                                       |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7  | SOLE VOTING POWER<br>959,096 (1)      |
|   | 8  | SHARED VOTING POWER<br>0              |
|   | 9  | SOLE DISPOSITIVE POWER<br>959,096 (1) |
|   | 10   | SHARED DISPOSITIVE POWER<br>0         |
| 11  | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON<br>959,096 (1)  |                                       |
| 12  | CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES<br><br><input type="checkbox"/>                                    |                                       |
| 13  | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)<br>6.6% (2)   |                                       |
| 14  | TYPE OF REPORTING PERSON (See Instructions)<br>IN  |                                       |

- (1) These shares of common stock are subject to restrictions and will become vested in three equal installments on each of September 24, 2015, September 24, 2016 and September 24, 2017 (unless those dates are amended), provided that the reporting person remains in the continuous employ of the Issuer through and on the applicable vesting date, subject to specified permitted exceptions.
- (2) Based upon 14,598,072 shares of the Issuer's Common Stock issued and outstanding as of April 24, 2015 (the number of shares reported on the Issuer's proxy statement on Schedule 14A for the 2015 annual meeting of the Issuer's stockholders).
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*Explanatory Note*

This amendment (this “**Amendment**”) amends and supplements the Schedule 13D filed with the Securities and Exchange Commission (the “**SEC**”) on September 26, 2014 (the “**Original 13D**”). This Amendment is being filed to report a change in the beneficial ownership percentage of Star Jones (the “**Reporting Person**”) as a result of a change in the number of outstanding shares of common stock, par value \$0.01 per share (“**Common Stock**”) of Professional Diversity Network, Inc. (the “**Issuer**”) following the Issuer’s public offering in April 2015.

Capitalized terms used in this Amendment but not otherwise defined herein have the meanings set forth in the Original 13D.

**Item 1. Security and Issuer:**

Item 1 of the Original 13D is not supplemented or amended by this Amendment.

**Item 2. Identity and Background:**

Item 2 of the Original 13D is not supplemented or amended by this Amendment.

**Item 3. Source and Amount of Funds or Other Consideration:**

Item 3 of the Original 13D is not supplemented or amended by this Amendment.

**Item 4. Purpose of Transaction:**

Item 4 of the Original 13D is not supplemented or amended by this Amendment.

**Item 5. Interest in Securities of the Issuer:**

Item 5 of the Original 13D is amended and restated as follows.

(a) This Schedule 13D relates to 959,096 shares of Common Stock owned by the Reporting Person. Based upon 14,598,072 shares of the Issuer’s Common Stock issued and outstanding as of April 24, 2015 (the number of shares reported on the Issuer’s proxy statement on Schedule 14A for the 2015 annual meeting of the Issuer’s stockholders), the Reporting Person owns 6.6% of the Issuer’s outstanding Common Stock.

|       |  |             |
|-------|--|-------------|
| (b)   |  |             |
| (i)   | Amount beneficially owned:                               | 959,096 (1) |
| (ii)  | Percent of class:  | 6.6%        |
| (iii) | Number of shares as to which the person has:             |             |
| (w)   | Sole power to vote or to direct the vote:                | 959,096 (1) |
| (x)   | Shared power to vote or to direct the vote:              | 0           |
| (y)   | Sole power to dispose or to direct the disposition of:   | 959,096 (1) |
| (z)   | Shared power to dispose or to direct the disposition of: | 0           |

(1) These shares of common stock are subject to restrictions and will become vested in three equal installments on each of September 24, 2015, September 24, 2016 and September 24, 2017 (unless those dates are amended), provided that the reporting person remains in the continuous employ of the Issuer through and on the applicable vesting date, subject to specified permitted exceptions.

(c) The Reporting Person has not effected any transactions in securities of the Issuer during the past sixty days or since the most recent filing on Schedule 13D, whichever is less.

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(d) Not applicable.

(e) Not applicable.

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

Item 6 of the Amended 13D is amended and supplemented as follows:

In connection with the Issuer's recent public offering of its Common Stock on the NASDAQ Capital Market, the Reporting Person entered into a Lock-up Agreement, dated as of April 16, 2015 (the "**Lock-up Agreement**"), with Aegis Capital Corp., the Issuer's sole book-running manager with respect to such public offering of Common Stock. The Lock-up Agreement, among other things, restricts the Reporting Person from offering, selling or otherwise transferring or disposing of any shares of Common Stock held by the Reporting Person until July 15, 2015, the day that is 90 days after the date of the final prospectus supplement pertaining to such public offering.

The information set forth in, or incorporated by reference into, Items 4 and 5 of the Original 13D and this Amendment is incorporated by reference herein. Other than as described in this Amendment or the Original 13D, the agreements incorporated by reference herein or therein and set forth as exhibits hereto or thereto, and any option award agreements entered into between the Issuer and the Reporting Person in the Reporting Person's capacity as an employee of the Issuer, the Reporting Person does not have any contracts, arrangements, understandings or relationships (legal or otherwise) with any person with respect to any securities of the Issuer.

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

The following are filed herewith as Exhibit to this Amendment:

| <u>Exhibit No.</u> | <u>Description</u>   |
|--------------------|--|
| 99.a               | Registration Rights Agreement, dated as of September 24, 2014, among Star Jones, Matthew Proman, Christopher Wesser and Professional Diversity Network, Inc. (incorporated herein by reference to Exhibit 99.1 to the Schedule 13D filed by the Reporting Person with the SEC on September 26, 2014) |
| 99.b               | Employment Agreement, dated as of September 24, 2014, between Star Jones and Professional Diversity Network, Inc. (incorporated herein by reference to Exhibit 99.2 to the Schedule 13D filed by the Reporting Person with the SEC on September 26, 2014)  |
| 99.c               | Lock-up Agreement, dated as of April 16, 2015, between Star Jones and Aegis Capital Corp.  |

**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated as of: May 1, 2015.

By: /s/ Star Jones  
Star Jones

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## Lock-Up Agreement

April 16<sup>th</sup>, 2015

Aegis Capital Corp.  
810 Seventh Avenue, 18<sup>th</sup> Floor  
New York, New York 10019

Ladies and Gentlemen:

The undersigned understands that Aegis Capital Corp. (the “**Representative**”) proposes to enter into an Underwriting Agreement (the “**Underwriting Agreement**”) with Professional Diversity Network, Inc., a Delaware corporation (the “**Company**”), providing for the public offering (the “**Public Offering**”) of shares of common stock, par value \$0.01 per share, of the Company (the “**Shares**”).

To induce the Representative to continue its efforts in connection with the Public Offering, the undersigned hereby agrees that, without the prior written consent of the Representative, the undersigned will not, during the period commencing on the date hereof and ending ninety (90) days after the date of the final prospectus (the “**Prospectus**”) relating to the Public Offering (the “**Lock-Up Period**”), (1) offer, pledge, sell, contract to sell, grant, lend, or otherwise transfer or dispose of, directly or indirectly, any Shares or any securities convertible into or exercisable or exchangeable for Shares, whether now owned or hereafter acquired by the undersigned or with respect to which the undersigned has or hereafter acquires the power of disposition (collectively, the “**Lock-Up Securities**”); (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Lock-Up Securities, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Lock-Up Securities, in cash or otherwise; (3) make any demand for or exercise any right with respect to the registration of any Lock-Up Securities; or (4) publicly disclose the intention to make any offer, sale, pledge or disposition, or to enter into any transaction, swap, hedge or other arrangement relating to any Lock-Up Securities. Notwithstanding the foregoing, and subject to the conditions below, the undersigned may transfer Lock-Up Securities without the prior written consent of the Representative in connection with (a) transactions relating to Lock-Up Securities acquired in open market transactions after the completion of the Public Offering; provided that no filing under Section 16(a) of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), shall be required or shall be voluntarily made in connection with subsequent sales of Lock-Up Securities acquired in such open market transactions; (b) transfers of Lock-Up Securities as a *bona fide* gift, by will or intestacy or to a family member or trust for the benefit of a family member (for purposes of this lock-up agreement, “family member” means any relationship by blood, marriage or adoption, not more remote than first cousin); (c) transfers of Lock-Up Securities for *bona fide* financial and estate planning purposes, including, but not limited to, transfers to any trust for the direct or indirect benefit of the undersigned or a family member of the undersigned; (d) transfers of Lock-Up Securities to a charity or educational institution; (e) if the undersigned, directly or indirectly, controls a corporation, partnership, limited liability company or other business entity, any transfers of Lock-Up Securities to any shareholder, partner or member of, or owner of similar equity interests in, the undersigned, as the case may be; or (f) transfers of Lock-Up Securities by operation of law, such as pursuant to a qualified domestic order or in connection with a divorce settlement; provided that in the case of any transfer pursuant to the foregoing clauses (b), (c), (d), (e) or (f), (i) any such transfer shall not involve a disposition for value and (ii) each transferee shall sign and deliver to the Representative a lock-up agreement substantially in the form of this lock-up agreement. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company’s transfer agent and registrar against the transfer of the undersigned’s Lock-Up Securities except in compliance with this lock-up agreement.

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If (i) during the last seventeen (17) days of the Lock-Up Period, the Company issues an earnings release or material news or a material event relating to the Company occurs, or (ii) prior to the expiration of the Lock-Up Period, the Company announces that it will release earnings results or becomes aware that material news or a material event will occur during the 16-day period beginning on the last day of the Lock-Up Period, the restrictions imposed by this lock-up agreement shall continue to apply until the expiration of the 18-day period beginning on the issuance of the earnings release or the occurrence of such material news or material event, as applicable, unless the Representative waives, in writing, such extension.

The undersigned agrees that, prior to engaging in any transaction or taking any other action that is subject to the terms of this lock-up agreement during the period from the date hereof to and including the 34<sup>th</sup> day following the expiration of the initial Lock-Up Period, the undersigned will give notice thereof to the Company and will not consummate any such transaction or take any such action unless it has received written confirmation from the Company that the Lock-Up Period (as may have been extended pursuant to the previous paragraph) has expired.

If the undersigned is an officer or director of the Company, (i) the undersigned agrees that the foregoing restrictions shall be equally applicable to any issuer-directed or "friends and family" Shares that the undersigned may purchase in the Public Offering; (ii) the Representative agrees that, at least three (3) business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of Lock-Up Securities, the Representative will notify the Company of the impending release or waiver; and (iii) the Company has agreed in the Underwriting Agreement to announce the impending release or waiver by press release through a major news service at least two (2) business days before the effective date of the release or waiver. Any release or waiver granted by the Representative hereunder to any such officer or director shall only be effective two (2) business days after the publication date of such press release. The provisions of this paragraph will not apply if (a) the release or waiver is effected solely to permit a transfer of Lock-Up Securities not for consideration and (b) the transferee has agreed in writing to be bound by the same terms described in this lock-up agreement to the extent and for the duration that such terms remain in effect at the time of such transfer.

No provision in this agreement shall be deemed to restrict or prohibit the exercise, exchange or conversion by the undersigned of any securities exercisable or exchangeable for or convertible into Shares, as applicable; provided that the undersigned does not transfer the Shares acquired on such exercise, exchange or conversion during the Lock-Up Period, unless otherwise permitted pursuant to the terms of this lock-up agreement. In addition, no provision herein shall be deemed to restrict or prohibit the entry into or modification of a so-called "10b5-1" plan at any time (other than the entry into or modification of such a plan in such a manner as to cause the sale of any Lock-Up Securities within the Lock-Up Period) or transfers of Lock-Up Securities to the Company in transactions exempt from Section 16(b) of the Exchange Act.

The undersigned understands that the Company and the Representative are relying upon this lock-up agreement in proceeding toward consummation of the Public Offering. The undersigned further understands that this lock-up agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors and assigns.

The undersigned understands that, if the Underwriting Agreement is not executed by June 30, 2015, or if the Underwriting Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the Shares to be sold thereunder, then this lock-up agreement shall be void and of no further force or effect.

[Signature page follows]

Whether or not the Public Offering actually occurs depends on a number of factors, including market conditions. Any Public Offering will only be made pursuant to an Underwriting Agreement, the terms of which are subject to negotiation between the Company and the Representative.

Very truly yours,

Star Jones, President & Director

\_\_\_\_\_  
(Name - Please Print)

/s/ Star Jones

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name of Signatory, in the case of entities - Please Print)

\_\_\_\_\_  
(Title of Signatory, in the case of entities - Please Print)

Address: c/o Professional Diversity Network  
801 W. Adams Street, Suite 600  
Chicago, Illinois 60607