

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM409480

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SWK Funding LLC, as agent		12/21/2015	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PDI, Inc.		
Street Address:	300 Interpace Parkway, Morris Corporate Center 1 & Bldg A		
City:	Parsippany		
State/Country:	NEW JERSEY		
Postal Code:	07054		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3617915	PDI	
Registration Number:	3617916	PDI	
Registration Number:	3344703		
Registration Number:	4593299	PD ONE	
Registration Number:	4593300	PD ONE	
Serial Number:	86227209	PD ONE REP	
CORRESPONDENCE DATA			
Fax Number:	2124684888		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2124684800		
Email:	chinton@dglaw.com		
Correspondent Name:	Jeffrey C. Katz		
Address Line 1:	Davis & Gilbert LLP, 1740 Broadway		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	23032-1-34		
NAME OF SUBMITTER:	Jeffrey C. Katz		
SIGNATURE:	/Jeffrey C. Katz/		
DATE SIGNED:	12/19/2016		

CH \$165.00 3617915

Total Attachments: 7

source=SWK Holdings #page1.tif

source=SWK Holdings #page2.tif

source=SWK Holdings #page3.tif

source=SWK Holdings #page4.tif

source=SWK Holdings #page5.tif

source=SWK Holdings #page6.tif

source=SWK Holdings #page7.tif



14755 Preston Road, Suite 105
Dallas, Texas 75254

December 18, 2015

PDI, Inc.
300 Interpace Parkway
Morris Corporate Center 1 & Bldg A
Parsippany, NJ 07054
Attn: Graham Miao

Re: Loan Pay-off

Dear Mr. Miao:

This payoff letter (this "Letter") will confirm that, upon receipt by SWK Funding LLC ("Agent") of the "Payoff Total" (as defined below) plus any per-diem interest as specified below (collectively, the "Payoff Amount"), by wire transfer of immediately available funds to Agent's account specified below, all loans and advances made by Agent and Lenders to PDI, Inc. ("Borrower") pursuant to that certain Credit Agreement dated as of October 31, 2014, among Borrower, Agent and the Lenders party thereto from time to time (as amended, modified or otherwise supplemented in writing prior to the date hereof, the "Credit Agreement"), shall be satisfied in full. Capitalized terms used but not otherwise defined herein shall have the same meanings as set forth in the Credit Agreement. The Payoff Amount shall be paid to Agent via wire transfer of immediately available funds to the following deposit account:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

1085643-2

[REDACTED]

[REDACTED]

Upon Agent's receipt of the Payoff Amount by wire transfer of immediately available funds to its account specified above: (1) Agent and Lenders shall be deemed to have released (without recourse, representation, or warranty) all liens and security interests in respect of any and all assets of Borrower and each Guarantor (the "Released Collateral"), (2) Agent and Lenders irrevocably and unconditionally consent to and authorizes Borrower, or its agents, to file all instruments of release and discharge (including without limitation, UCC-3 financing statements and patent releases) pertaining to any liens in favor of Agent and/or Lenders in relation to the Released Collateral, (3) Agent and Lenders shall, at the sole cost and expense of Borrower, execute and deliver such other termination statements, re-assignments or documents as Borrower (or any purchaser of assets of Borrower) may from time to time reasonably request to effectuate, or reflect of public record, the release and discharge of such liens with respect to the Released Collateral, and (4) the Credit Agreement and the Loan Documents shall terminate except for any Loan Party's obligations under any provisions of the Credit Agreement or Loan Documents which expressly survive payment in full of the Obligations and/or termination of the Credit Agreement and Loan Documents.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]


[REDACTED]

This Letter becomes effective upon the execution and delivery of this Letter by all of the parties hereto. This Letter may be executed in any number of identical counterparts, any set of which signed by all of the parties hereto shall be deemed to constitute a complete, executed original for all purposes. Delivery of an executed counterpart of this Letter by facsimile or electronic transmission shall be equally as effective as delivery of an original executed counterpart. This Letter constitutes and contains the entire agreement of Borrower, Agent and Lenders with respect to its subject matter and supersedes any and all prior agreements, correspondence and communications. This Letter shall be governed by and construed in accordance with the laws of the State of New York.

Sincerely,

SWK FUNDING LLC, as Agent


By: SWK Holdings Corporation, its sole Manager

By: 
Name: Winston Black
Title: Managing Director


ACKNOWLEDGED AND AGREED TO THIS 21st DAY OF DECEMBER, 2015.



BORROWER:

PDI, INC.,
as Borrower

By: 
Name: GRAHAM MIAO
Title: CFO

Trademarks

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

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

Mask Works

none