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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

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2124684800
Email: chinton@dglaw.com
Correspondent Name: Jeffrey C. Katz

Address Line 1: Davis & Gilbert LLP, 1740 Broadway

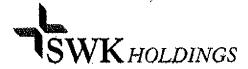
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	23032-1-34
NAME OF SUBMITTER:	Jeffrey C. Katz
SIGNATURE:	/Jeffrey C. Katz/
DATE SIGNED:	12/19/2016

TRADEMARK REEL: 005939 FRAME: 0782

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

TRADEMARK REEL: 005939 FRAME: 0783



14755 Preston Road, Suite 105 Dallas, Texas 75254

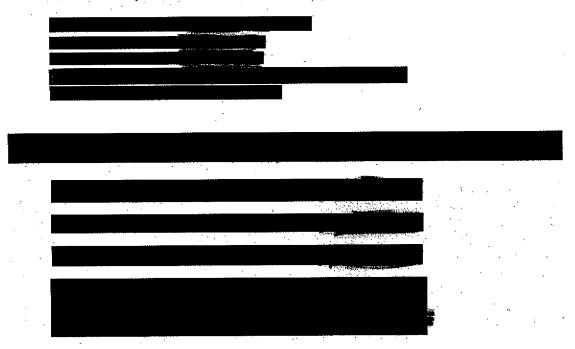
December 18, 2015

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

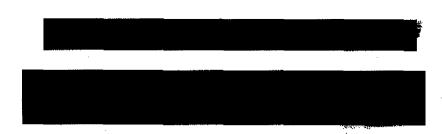
Re: Loan Pay-off

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:

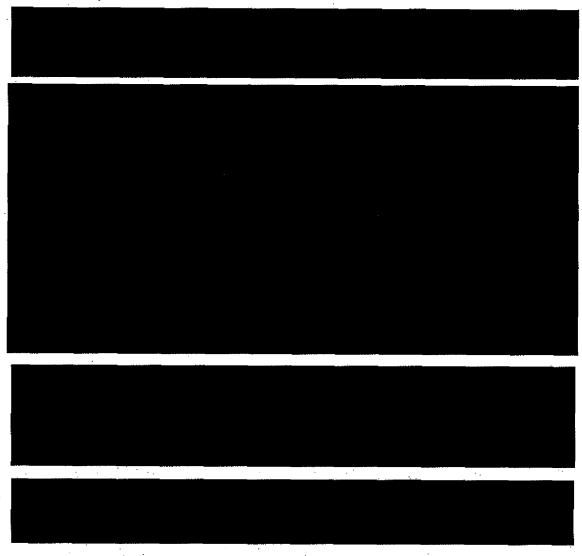


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Upon Agent's receipt of the Payoff Amount by wire transfer of immediately available funds to its account specified above: (1) Agent and Lenders shall be deemed to have released (without recourse, representation, or warranty) all liens and security 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.





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

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By: SWK Holdings Corporation, its sole Manager

By:
Name: Winston Black
Title: Managing Director

St DAY OF DECEMBER, 2015. ACKNOWLEDGED AND AGREED TO THIS 2

BORROWER:

PDI, INC., as Borrower

By:
Name:
Title:

MIAO

Trademarks

Owner	Mark	Country	App. No.
			Reg. No.
Interpace	MIRINFORM	US	77/447,187
Diagnostics	1.4.1	ys w.	3,546,361
Interpace	MIRINFORM	US	85/067,844
Diagnostics			4,071,426
Interpace	MIRINFORM	US	85/067,850
Diagnostics			4,071,427
Interpace	MIRINFORM	MP (CN)	A0035669
Diagnostics	:		1162299
Interpace	MIRINFORM	MP (CN)	A0035671
Diagnostics			11621785
Group DCA,	DIAGRAM	US	85/145,671
LLC	:		3,970,284
Group DCA,	CUECARD	US	78/826,562
-√ LTC			3,486,366
Group DCA,	PD ONE	US	85/567,143
LLC		클러 크게이 되어	4,593,300
Group DCA,	PD ONE	US	85/567,130
LLC		의하 명취 유리	4,593,299
Interpace	BaraGen	US	86/390,390
Diagnostics,			n/a
LLC		DAN B	ev e
Interpace	THYMIRA	US	86/370,332
Diagnostics,			n/a
LLC	41; A.	阿斯斯斯特斯 斯斯	
Interpace	THYRAMIR	US	86/370,328
Diagnostics,			n/a
LLC			1,,,,
Interpace	PancraGEN	US	86/370,325
Diagnostics,			n/a
LLC			
Interpace	ThyGenX	US	86/365,003
Diagnostics,	Thy Gold C		n/a
LLC			
Interpace	PANCRAMIR	US	86/357,914
Diagnostics,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		n/a
LLC		··· , •	1174
Interpace	,	US	86/290,079
Diagnostics		. 55	n/a
LLC			11/4
Interpace	POWER IN	US	86/325,980
Interpace	I OTTEN		00/020,800

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REEL: 005394 FRAME: 0280

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Owner	Mark	Country	App. No.
Diagnostics	PERFORMANCE		Reg. No. n/a
LLC			
PDI, Inc.	INTERPACE DIAGNOSTICS	ÜS	86/130,866 n/a
PDI, Inc.		ÜS	76/630,045
148,786,78		A 10 10 10 10 10 10 10 10 10 10 10 10 10	3,617,915
2657, 155, 2 082, 1805, 150			soletoped exequant
PDI. Inc. 9 22023000 2203311	(97)	HOWEN	76/630,047 3,344,703
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1781441745		MAROAG	
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PDI, Inc.	PDI	US	76/630,046
			3,617,916
PDI, inc.	PD ONE REP	US	86/227,209
osir Vija dai		igan ga	n/a
PDI, Inc.	THE MEDICAL	US	85/930,489
PDI, Inc.	BUZZ	er Ogga	4465320
PDI, Inc.	THE MEDICAL BAG	US	85/929,050 n/a
PDI, Inc.	WHAT KILLED US		85/930,510
2,111	'EM		4,465,321
PDI, Inc.	DESPICABLE	US	85/930,412
	DOCTORS	Paul Rype	4465315
PDI, Inc.	COMIC	US	85/930,420
	SEIZURE		4465316
PDI, Inc.	HCP	US	85/971374
+ San	ECOSYSTEM		n/a
PDI, Inc.	INTERPACE	US	86/130866
FW RMS 44	DIAGNOSTICS		d Taylor Specially

Mask Works

none

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RECORDED: 11/04/2014

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RECORDED: 12/19/2016

TRADEMARK 0281

REEL: 005939 FRAME: 0790