

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM425159

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST PURSUANT TO COURT ORDER		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SWK FUNDING LLC, AS AGENT		10/01/2015	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RESPONSE GENETICS, INC.		
<b>Street Address:</b>	1180 AVENUE OF THE AMERICAS, SUITE 1412		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10039		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2800637		
<b>Registration Number:</b>	2800718	RESPONSE GENETICS	
<b>Registration Number:</b>	4067404	RESPONSEDX: COLON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9735972500		
<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>			
<b>Phone:</b>	9735972500		
<b>Email:</b>	lstrademark@lowenstein.com		
<b>Correspondent Name:</b>	Vanessa A. Ignacio, Esq.		
<b>Address Line 1:</b>	Lowenstein Sandler LLP		
<b>Address Line 2:</b>	65 Livingston Avenue		
<b>Address Line 4:</b>	Roseland, NEW JERSEY 07068-1791		
<b>ATTORNEY DOCKET NUMBER:</b>	24889.21		
<b>NAME OF SUBMITTER:</b>	Vanessa A. Ignacio, Esq.		
<b>SIGNATURE:</b>	/Vanessa A. Ignacio/		
<b>DATE SIGNED:</b>	04/26/2017		
<b>Total Attachments: 15</b>			

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UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

	-X	
In re:	:	Chapter 11
	:	
RESPONSE GENETICS, INC.	:	Case No. 15-11669 (LSS)
	:	Re: Docket No. 39
Debtor.	:	
	-X	

**ORDER (A) APPROVING THE SALE  
OF SUBSTANTIALLY ALL OF THE DEBTOR'S ASSETS,  
AND (B) APPROVING THE ASSUMPTION AND ASSIGNMENT  
OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

Upon the Motion (the "Motion") of Response Genetics, Inc., as a chapter 11 debtor and debtor-in-possession (the "Debtor") in the above-referenced chapter 11 case (the "Chapter 11 Case") for (I) an order (the "Bidding Procedures Order") (A) approving bidding procedures (the "Bidding Procedures") for the auction (the "Auction") of substantially all of the Debtor's assets (as defined in the APA (defined below), the "Assets"), (B) scheduling the Auction and sale hearing related thereto, and (C) approving procedures for the assumption and assignment of certain executory contracts and unexpired leases related thereto (the "Assignment Procedures"); and (II) an order (the "Sale Order") (A) approving the sale of the Assets, and (B) approving the assumption and assignment of certain executory contracts and unexpired leases, all as more fully set forth in the Motion; and the Court having approved the Bidding Procedures and Assignment Procedures at a hearing held on August 27, 2015 (the "Bidding Procedures Hearing"), and having entered the Bidding Procedures Order on August 28, 2105; and the Debtor having determined that the sale of the Assets pursuant to that certain Asset Purchase Agreement (including all ancillary documents, the "APA," attached hereto as Annex 1) between the Debtor and Cancer Genetics, Inc. (the "Purchaser"), was the highest or otherwise best offer for the Assets; and the Court having conducted a sale hearing on October 1, 2015 (the "Sale

Hearing”) to consider approval of the sale of the Assets to the Purchaser pursuant to the APA; and all parties-in-interest having been heard or had the opportunity to be heard regarding the approval of the APA and the transactions contemplated thereby; and upon the Motion and supporting documentation filed in connection therewith; and the Court having reviewed and considered the Motion and any objections or responses thereto; and upon the record of the Bidding Procedures Hearing, the Sale Hearing and the full record of this case; and the Court having determined that the relief sought in the Motion is in the best interests of the Debtor, its estate and creditors, and all parties-in-interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is HEREBY FOUND AND DETERMINED THAT:<sup>1</sup>

B. Jurisdiction and Venue. The Court has jurisdiction over this matter and over the property of the Debtor and its bankruptcy estate pursuant to 28 U.S.C. §§ 157(a) and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A),(M)-(O). Venue of this case and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

C. Statutory Predicates. The statutory predicates for the relief sought herein are 11 U.S.C. § 105, 363, and 365, and Fed. R. Bankr. Proc. 2002, 6004, 6006, 9008, and 9014.

D. Notice. Proper, timely, adequate and sufficient notice of the Motion and the relief requested therein, the Auction, the Sale Hearing, the assumption and assignment of the Assumed Contracts and Leases and related transactions described in the APA (all such transactions being collectively referred to as the “Sale Transaction”), has been provided in

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<sup>1</sup> The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate.

accordance with sections 102(1) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 6006 and in compliance with the Bidding Procedures Order, and such notice was good, sufficient, and appropriate under the particular circumstances. No other or further notice of the Motion, the relief requested therein and all matters relating thereto, the Auction, the Sale Hearing, the Sale Transaction or entry of this Sale Order is or shall be required.

E. Opportunity to Object and Bid. Creditors, parties-in-interest and other entities have been afforded a reasonable opportunity to object to the Sale Transaction. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities.

F. Compliance with Local Rules. The Debtor has complied in all respects with Local Rule 6004-1 of the Local Rules of Bankruptcy Practice and Procedures of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), establishing guidelines for the conduct of asset sales.

G. Prompt Consummation. It is in the best interests of the Debtor and its estate to sell the Assets within the time constraints set forth in the Motion and the APA. The Sale Transaction must be approved and consummated promptly as provided herein in order to maximize the value of the Assets for the Debtor's estate.

H. Compliance with Bidding Procedures Order. As demonstrated by (i) the testimony and/or other evidence proffered or adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, the Debtor has marketed the Assets and conducted the sale process in compliance with the Bidding Procedures Order.

I. Marketing Process. The marketing and bidding processes implemented by the Debtor, as set forth in the Motion, the Bidding Procedures Order, and supporting

documentation filed in connection therewith, were fair, proper, complete, provided an adequate opportunity for interested parties to submit improved bids, and were reasonably calculated to result in the best value received for the Assets.

J. Corporate Authority. The Debtor has full corporate power and authority to consummate the Sale Transaction pursuant to the APA, and all other documents contemplated thereby, and no consents or approvals, other than those expressly provided for in the APA, are required for the Debtor to consummate the Sale Transaction.

K. Business Justification. The Debtor has articulated good, sufficient, and sound business reasons for entering into the APA and consummating the Sale Transaction outside a plan of reorganization. It is a reasonable exercise of the Debtor's business judgment to consummate the Sale Transaction.

L. Best Interests. Approval of the APA and the consummation of the Sale Transaction are in the best interests of the Debtor, its estate, its creditors and other parties-in-interest under applicable bankruptcy and nonbankruptcy law.

M. Highest or Otherwise Best. The Purchaser's bid for the Assets, as memorialized in the APA, is the highest or otherwise best offer received for the Assets. The purchase price to be paid by the Purchaser pursuant to the APA is fair consideration and constitutes reasonably equivalent value for the Assets, as determined by the marketing and auction process and satisfies the requirements under applicable bankruptcy and nonbankruptcy law.

N. Arm's-Length Transaction. The APA was negotiated, proposed and entered into by the Debtor and the Purchaser without collusion, in good faith and from arm's-length bargaining positions. The Purchaser is not an "insider" of the Debtor, as that term is

defined in section 101(31) of the Bankruptcy Code. Neither the Debtor nor the Purchaser have engaged in any conduct that would cause or permit the APA avoided or be the basis for an award for monetary damages under Bankruptcy Code section 363(n). Specifically, the Purchaser has not acted in a collusive manner with any person and the purchase price was not controlled by any agreement among bidders.

O. Good Faith. All of the actions taken by the Purchaser and its officers, directors, employees, counsel and other professionals in connection with the APA, the auction process and this proceeding have been taken in good faith. The Purchaser is a good faith purchaser of the Assets within the meaning of Bankruptcy Code section 363(m) and is entitled to all of the protections afforded thereby. The Purchaser proceeded in good faith in all respects in connection with the Sale Transaction in that: (i) the Purchaser in no way induced or caused the chapter 11 filing of the Debtor; (ii) the Purchaser recognized that the Debtor was free to deal with any other party interested in acquiring the Assets; (iii) the Purchaser complied with the provisions in the Bidding Procedures Order; (iv) the Purchaser agreed to subject its bid to the competitive bidding procedures set forth in the Bidding Procedures Order; and (v) all payments to be made to the Purchaser pursuant to the APA in connection with the Sale Transaction have been disclosed.

P. Free and Clear. The Assets constitute property of the Debtor's estate. The transfer of the Assets to the Purchaser will be a legal, valid, and effective transfer of the Assets, and will vest the Purchaser with all right, title, and interest of the Debtor in and to the Assets free and clear of all liens, claims, interests, obligations, rights and encumbrances, except as otherwise specifically provided in the APA. Except as specifically provided in the APA, the Purchaser shall have no liability for any claims against the Debtor or its estate or any liabilities or

obligations of the Debtor or its estate. Accordingly, the Debtor may sell the Assets free and clear of all liens, encumbrances, pledges, mortgages, deeds of trust, security interests, claims, leases, charges, options, rights of first refusal, easements, servitudes, proxies, voting trusts or agreements, and transfer restrictions under any agreement in each case, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed (collectively, the “Interests”) and adverse claims, except as provided in the APA, because one or more of the standards set forth in sections 363(f)(1)–(5) of the Bankruptcy Code has been satisfied with regard to each such Interest or adverse claim. Those non-Debtor parties with Interests or adverse claims in or with respect to the Assets who did not object, or who withdrew their objections, to the Sale Transaction or the Motion are deemed to have consented to the sale of the Assets free and clear of those non-debtor parties’ Interests in the Assets pursuant to section 363(f) of the Bankruptcy Code. Those holders of Interests in any Assets who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their Interests, if any, attach to the proceeds derived from the Sale Transaction. The Purchaser would not have entered into the APA, and would not consummate the Sale Transaction, thus adversely affecting the Debtor, its estate, and its creditors, if the sale of the Assets to the Purchaser, and the assumption and assignment of the Assumed Contracts and Leases to the Purchaser were not free and clear of all Interests of any kind or nature whatsoever, or if the Purchaser would, or in the future could, be liable for any of the Interests.

Q. Adequate Assurance. The assumption and assignment of the Assumed Contracts and Leases pursuant to the terms of the Assignment Procedures and this Sale Order is integral to the Sale Transaction and is in the best interests of the Debtor and its estate, creditors and all other parties-in-interest, and represents the reasonable exercise of sound and prudent business judgment by the Debtor. The Purchaser provided adequate assurance of its future performance under the Assumed Contracts and Leases within the meaning of sections 365(b)(1)(c) and (f)(2)(B) of the Bankruptcy Code. Any counterparty to any of the Assumed Contracts and Leases that has not objected to the assumption and assignment to the Purchaser of the applicable contract or lease, or that has withdrawn its objection, is deemed to have consented to the assumption and assignment of such Assumed Contract and Lease.

R. Avoidance and Successor Liability. The transfer of the Assets (including any individual elements of the Sale Transaction) to the Purchaser (i) does not constitute any avoidable transfers under the Bankruptcy Code or under applicable bankruptcy or non-bankruptcy law, and (ii) except as otherwise set forth in the APA, does not, and will not, subject the Purchaser to any liability whatsoever, including claims for any liabilities of the Debtor related to Medicare and Medicaid, with respect to the operation of the Debtor's business prior to the closing of the Sale Transaction or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, on any theory of law or equity including, without limitation, any laws affecting antitrust, successor, transferee or vicarious liability.

S. Compliance with Non-Bankruptcy Law. In satisfaction of sections 363(d) and 541(f) of the Bankruptcy Code, the transfer of property as contemplated by the Sale Transaction complies with applicable non-bankruptcy law governing such a transfer.

T. Legal and Factual Bases. The legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. Motion. The Motion is hereby granted as provided herein.
2. Objections. All objections to the Motion and the relief requested therein that have not been withdrawn, waived or settled, and all reservations of rights included in such objections, including objections to disputed Cure Amounts, are hereby overruled on the merits and denied.
3. Sale Approval. The Sale Transaction and all of the terms and conditions and transactions contemplated by the APA are hereby authorized and approved pursuant to sections 105(a), 363(b), 363(f) and 365(a) of the Bankruptcy Code. Pursuant to section 363(b) of the Bankruptcy Code, the Debtor is authorized to consummate the Sale Transaction pursuant to and in accordance with the terms and conditions of the APA. The Debtor is authorized to execute and deliver, and empowered to perform under, consummate, and implement the APA, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Sale Transaction, and to effectuate the provisions of this Sale Order and the transactions approved hereby, and to take all further actions as may be required of the Debtor under the APA for the purpose of assigning, transferring, granting, conveying and conferring to the Purchaser or reducing to possession, the Assets, or as may be necessary or appropriate to the performance of the obligations as contemplated by the APA. The failure to

specifically include any particular provision of the APA in this Sale Order shall not diminish or impair the efficacy of such provision, it being the intent of this Court that the APA and each and every provision, term and condition thereof be authorized and approved in its entirety.

4. Transfer of the Assets. As of the closing date under the APA (the "**Closing**"), the Sale Transaction effects a legal, valid, enforceable and effective sale and transfer of the Assets to the Purchaser, and shall vest the Purchaser with all right, title, and interest of the Debtor in and to the Assets.

5. Free and Clear. Except as otherwise provided for in the APA, the transfer of the Assets shall vest the Purchaser with all right, title, and interest of the Debtor in the Assets pursuant to section 363(f) of the Bankruptcy Code, free and clear of any and all Interests, whether arising by statute or otherwise and whether arising before or after the commencement of this Chapter 11 Case, whether known or unknown, including, but not limited to, Interests of or asserted by any of the creditors, vendors, employees, suppliers, or lessors of the Debtor or any other third party. Any and all such Interests shall attach to the net proceeds of the Sale Transaction, with the same priority, validity, force, and effect as they now have against the Assets. Except as set forth in the APA, the Sale Transaction will not subject the Purchaser to any liability for any Interests whatsoever, including, without limitation, statutory claims, that any of the foregoing parties or any other third party may have against the Debtor, including claims for liabilities of the Debtor related to their participation in Medicare and Medicaid programs, with respect to the operation of the Debtor's business prior to the closing of the Sale Transaction or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, on any theory of law or equity including, without limitation, any laws affecting antitrust, successor,

transferee or vicarious liability. All persons and entities asserting or holding any Interests in or with respect to the Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), howsoever arising, shall be forever barred, estopped, and permanently enjoined from asserting, prosecuting or otherwise pursuing such Interests against the Purchaser. Subject to the Interests attaching to the proceeds of the Sale Transaction, this Sale Order shall be effective as a determination that, as of the Closing, all Interests of any kind or nature whatsoever existing against the Assets prior to the Closing have been unconditionally released, discharged and terminated as to the Assets, and that the conveyances described herein have been effected. Following the Closing, no holder of an Interest in the Assets shall interfere with the Purchaser's title to or use and enjoyment of the Assets based on or related to such Interest. Each and every federal, state, and local governmental agency, recording office or department and all other parties, persons or entities is hereby directed to accept for recordation this Sale Order, and any and all documents or instruments necessary or appropriate to effectuate the transactions contemplated by this Sale Order and the APA, as conclusive evidence of the free and clear and unencumbered transfer of title to the Assets conveyed to the Purchaser. This Sale Order ~~shall be binding upon and govern the conduct of all~~ such federal, state, and local government agencies or departments, including any filing agents, filing officers, title agents, recording agencies or offices, secretaries of state, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title in or to the Assets.

6. Surrender of the Assets. All entities who are presently, or who as of the Closing may be, in possession of some or all of the Assets hereby are directed to surrender

to facilitate  
the effectuation  
of

may be presented to any  
and all

possession of the Assets to the Purchaser as of the Closing. On the Closing and subject to the Interests attaching to the proceeds of the Sale Transaction as provided for in this Sale Order, each of the Debtor's creditors is authorized to execute such documents and take all other actions as may be reasonably necessary to release its Interests in the Assets, if any, as such Interests may have been recorded or may otherwise exist.

7. No Successor Liability. Purchaser is not a "successor" to the Debtor or its estate by reason of any theory of law or equity, and the Purchaser shall not assume, nor be deemed to assume, or in any way be responsible for any liability or obligation of any of the Debtor and/or its estate, other than the Assumed Liabilities, with respect to the Assets or otherwise, including, but not limited to, under any bulk sales law, doctrine or theory of successor liability, or similar theory or basis of liability except for the assumption of the Assumed Contracts and Assumed Leases and the Assumed Liabilities as expressly provided in the APA. Except to the extent the Purchaser assumes the Assumed Contracts and Leases and liabilities pursuant to the APA, neither the purchase of the Assets by the Purchaser or any of its affiliates nor the fact that the Purchaser or any of its affiliates are using any of the Assets previously operated by the Debtor will cause the Purchaser or any of its affiliates to be deemed a successor in any respect to the Debtor's business or incur any liability derived therefrom within the meaning of any foreign, federal, state or local revenue, pension, the Employee Retirement Income Security Act of 1974 (ERISA), tax, labor, employment, environmental, or other law, rule or regulation (including, without limitation, filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtor's liability under such law, rule or regulation or doctrine.

8. Bulk Sale Laws Inapplicable. No bulk sale law or any similar law of any state or other jurisdiction shall apply in any way to the Sale Transaction and the transactions contemplated by the APA.

9. Good Faith. The Sale Transaction has been undertaken by the Debtor and the Purchaser at arm's-length, without collusion. The Purchaser will acquire the Assets pursuant to the Transaction Documents in good faith under section 363(m) of the Bankruptcy Code and the Purchaser shall be entitled to all of the protections in accordance therewith. The consideration provided by the Purchaser for the Assets under the APA is fair and reasonable, and neither the Sale Transaction nor any element of the Sale Transaction, may be avoided or be the basis for an award of monetary damages under section 363(n) of the Bankruptcy Code. The sale of the Assets and the consideration provided by the Purchaser shall be deemed for all purposes to constitute a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and any other applicable law.

10. Required Permits. To the extent authorized under applicable non-bankruptcy law, the Debtor is hereby authorized to assign all state and federal licenses and permits used in connection with the Assets to the Purchaser in accordance with the terms of the APA.

11. Assumption and Assignment of Assumed Contracts and Leases. Pursuant to section 365(b), (c) and (f) of the Bankruptcy Code, the Debtor is authorized to assume and assign the Assumed Contracts and Leases designated for assignment to the Purchaser pursuant to the APA, which are annexed hereto as Annex 2 (the "Cure Schedule"), subject to the Assignment Procedures approved in the Bidding Procedures Order. In accordance with sections 365(b)(2) and (f) of the Bankruptcy Code, upon transfer of the Assumed Contracts and Leases to

the Purchaser, (i) the Purchaser shall have all of the rights of the Debtor thereunder and each provision of such Assumed Contracts and Leases shall remain in full force and effect for the benefit of the Purchaser notwithstanding any provision in any such contract, lease, or in applicable law that prohibits, restricts or limits in any way such assignment or transfer, and (ii) none of the Assumed Contracts and Leases may be terminated, or the rights of any party modified in any respect, including pursuant to any "change of control" clause, by any other party thereto as a result of the Sale Transaction.

12. Payment of Undisputed Cure Amounts. On or as promptly after the Closing as is practical, the Cure Amounts set forth on the Cure Schedule to which no objections have been filed, or to which the Purchaser, the Debtor, and an applicable non-Debtor contract party have agreed as to the allowed Cure Amount, shall be paid pursuant to the APA. Notwithstanding anything to the contrary in the APA, the Debtor and Purchaser shall each pay 50% of the Cure Amounts in an amount not to exceed \$389,683.67.

13. Cure Payments. The payment of the undisputed Cure Amounts as set forth on the Cure Schedule shall be deemed to discharge the obligation of the Debtor and/or the Purchaser to: (i) cure any defaults under the Assumed Contracts and Leases; and (ii) compensate, or provide adequate assurance that the Purchaser will promptly compensate, any non-debtor party to any of the Assumed Contracts and Leases for any actual pecuniary loss resulting from any default under any of the Assumed Contracts and Leases. Pursuant to section 365(k) of the Bankruptcy Code, the Debtor shall have no liabilities for any claims arising or relating to or accruing post-Closing under any of the Assumed Contracts and Leases.

14. Disbursement of Sale Proceeds. As used in this paragraph, "Net Sale Proceeds" shall mean all amounts paid or payable by the Purchaser to the Debtor with respect to

the Sale Transaction after taking into account pro-rations and any other adjustments that affect the final purchase price specified in the APA. The Net Sale Proceeds shall be disbursed to SWK and SVB and apportioned between those two entities: (i) in a manner consistent with and required by the terms of the intercreditor agreement between SWK and SVB; or (ii) in such other manner as SWK and SVB may agree, in writing. For purposes of determining the amount by which any non-cash Net Sale Proceeds disbursed or paid by the Purchaser or the Debtor to SWK or SVB pursuant to (or in respect of) the APA reduce their claims against the Debtor, the value of any non-cash Net Sale Proceeds distributed to SWK or SVB pursuant to the APA shall be (and SVB and SWK's claims against the Debtor shall only be reduced by) the value assigned to such non-cash consideration in the APA.

15. Centers for Medicare and Medicaid Services. The APA does not contemplate the transfer of any of the Debtor's Medicare Enrollment Agreements to the Purchaser and the Purchaser agrees not to bill the Centers for Medicare and Medicaid Services ("CMS") under any of the Debtor's associated provider transaction access numbers. On the date of the closing of the sale to the Purchaser, CMS may process the voluntary termination of the Debtors' Medicare enrollment agreements and their associated provider transaction access numbers; *provided, however*, that any voluntary termination shall not affect the Debtor's rights to submit claims and receive Medicare payments for services rendered prior to the closing of the sale in accordance with Medicare laws, regulations, policies, and procedures.

16. Modifications. The APA and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto, in writing signed by both parties, and in accordance with the terms thereof, without further order of this Court.

17. Binding Order. This Sale Order and the APA shall be binding upon and

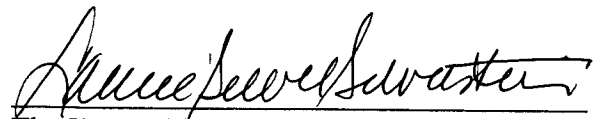
govern the acts of all persons and entities, including, without limitation, the Debtor and the Purchaser, their respective successors and permitted assigns, including, without limitation, any trustee appointed in a Chapter 7 case if this case is converted from Chapter 11, and all creditors of any of the Debtor (whether known or unknown).

18. Non-Severability. The provisions of this Sale Order are non-severable and mutually dependent.

19. Order Immediately Effective. Notwithstanding Bankruptcy Rules 6004(h), 6006(d) and 7062, this Sale Order shall be effective and enforceable immediately upon its entry, and the sale approved by this Sale Order may close immediately upon entry of this Sale Order, notwithstanding any otherwise applicable waiting periods.

20. Retention of Jurisdiction. This Court shall retain jurisdiction on all matters pertaining to the relief granted herein, including to interpret, implement, and enforce the terms and provisions of this Sale Order and the APA, adjudicate any dispute relating to the Sale Transaction or the proceeds thereof, and the assumption, assignment and cure of any of the Assumed Contracts and Leases.

Dated: Wilmington, Delaware  
October 1, 2015



The Honorable Laurie Selber Silverstein  
United States Bankruptcy Judge