

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re

ABT MOLECULAR IMAGING, INC.,¹

Debtor.

Chapter 11

Case No. 18-11398 (LSS)

**MOTION OF THE DEBTOR FOR INTERIM AND FINAL ORDERS
UNDER 11 U.S.C. §§ 105, 361, 362, 363, 364 AND 507 (I) AUTHORIZING
THE DEBTOR TO (A) OBTAIN POSTPETITION FINANCING, AND (B)
UTILIZE CASH COLLATERAL; (II) GRANTING ADEQUATE PROTECTION;
(III) SCHEDULING A FINAL HEARING UNDER BANKRUPTCY
RULES 4001(b) AND (c); AND (IV) GRANTING RELATED RELIEF**

ABT Molecular Imaging, Inc. (“ABT”), as debtor and debtor in possession (the “Debtor”) in the above-referenced chapter 11 case, hereby moves the Court (the “Motion”), under sections 105, 361, 362, 363, 364(c), and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (as amended, the “Bankruptcy Code”), Rules 2002, 4001, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 4001-2 of the Local Rules for the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), for entry of an interim order in the form attached hereto as Exhibit A (the “Interim Order”) and, subsequently, entry of a final order (the “Final Order,” together with the Interim Order, the “DIP Orders”), authorizing ABT to:

(i) obtain a secured post-petition financing facility (the “DIP Facility”), in an aggregate amount of up to \$4,000,000.00 (plus interest, costs, fees and other expenses and amounts provided for in the DIP Term Sheet, as defined herein) under the terms and conditions set forth in that certain DIP Term Sheet attached as Exhibit B hereto (the “DIP

¹ The last four digits of the Debtor’s federal tax identification number are 0800 and its business address is 3024 Topside Business Park, Louisville, TN 37777.

Term Sheet”),² by and between ABT and SWK Funding, LLC (“SWK,” the “Prepetition Lender”, or the “DIP Lender”);

(ii) execute, deliver and perform such other and further acts as may be required in furtherance of the DIP Facility and the DIP Term Sheet;

(iii) draw on the DIP Facility, as needed on an interim basis up to \$950,000.00 and as needed on a final basis up to \$4,000,000.00, subject to the conditions precedent set forth in the DIP Term Sheet, and to use proceeds of the DIP Facility to pay for the Debtor’s working capital needs and other administrative expenses necessary for the administration of these chapter 11 cases;

(iv) following entry of the Final Order, deem the DIP Obligations to include the Prepetition SWK Obligations advanced to the Debtor from and after January 1, 2018, in the amount of \$2,350,000;

(v) grant to the DIP Lender automatically perfected first-priority security interests in and liens on all of the DIP Collateral (as defined below) to secure the DIP Facility and all obligations arising thereunder (collectively, the “DIP Obligations”);

(vi) modify the automatic stay imposed by section 362 of the Bankruptcy Code solely to the extent necessary to provide the DIP Lender with the relief necessary to implement and effectuate the terms and provisions of the DIP Term Sheet;

(vii) use the cash collateral within the agreed upon budget (the “Budget”) with the DIP Lender;

(viii) grant adequate protection in the form of (a) the Prepetition SWK Adequate Protection Lien (defined below) under sections 361 and 363(e) of the Bankruptcy Code

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the DIP Term Sheet.

and (b) the SWK Adequate Protection Claim (defined below) under section 507(b) of the Bankruptcy Code;

(ix) under Bankruptcy Rule 4001, hold an interim hearing on this DIP Motion (the “Interim Hearing”) before this Court to consider entry of the Interim Order; and

(x) schedule a final hearing (the “Final Hearing”) on or before July 13, 2018, to consider entry of the Final Order authorizing the balance of the credit available under the DIP Facility and any requested relief not granted under the Interim Order on a final basis, all as set forth in this Motion and to be set forth in the Final DIP Order.

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b).

2. Venue is proper under 28 U.S.C. §§ 1408 and 1409. The statutory bases for the relief requested herein are sections 105(a), 361, 362, 363, 364 and 507 of the Bankruptcy Code.

3. The Debtor consents to the entry of a final order on this Motion to the extent it is determined that this Court, absent consent of the parties, cannot enter final orders or judgments on the relief requested consistent with Article III of the United States Constitution.

BACKGROUND

A. The Case

4. On June 13, 2018 (the “Petition Date”), ABT filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. ABT continues to operate its business as a debtor in possession under sections 1107(a) and 1108 of the Bankruptcy Code. No party has requested the appointment of a trustee or examiner and no committee has been appointed or designated in this chapter 11 case.

5. The factual background regarding ABT, including its current and historical business operations and the events precipitating this chapter 11 filing, is set forth in detail, in the *Declaration of Peter Kingma in Support of the Debtor’s Chapter 11 Petition and Requests for First Day Relief* (the “Kingma Declaration”), filed contemporaneously herewith and fully incorporated herein by reference.

B. Description of Prepetition Debt

6. As of the Petition Date, ABT’s secured debt consists of two secured term loan facilities agented by SWK:

The First Lien Term Loan

7. By that certain Loan and Security Agreement, dated March 16, 2011 (as amended, restated, supplemented or otherwise modified, the “First Lien Credit Agreement”), between ABT as borrower, SWK’s predecessor, Square 1 Bank, as administrative agent, and the applicable lenders thereto (including by succession, the “First Lien Lenders”), the First Lien Lenders provided ABT with a senior secured term loan facility in an initial amount not to exceed \$4 million (the “First Lien Term Loan”). The First Lien Credit Agreement was assigned to SWK, as agent and lender, in 2016 and

has been amended several times to, *inter alia*, address certain defaults by ABT thereunder. Pursuant to the First Lien Credit Agreement, the First Lien Term Loan is secured by a lien on all assets of ABT as well as a double negative lien on the ABT's intellectual property. The interest rate under the First Lien Term Loan is variable and calculated as the greater of 6.50% or Prime plus 3.25%. The First Lien Term Loan is past its stated maturity and pursuant to the most recent amendment to the First Lien Credit Agreement, ABT is required to repay all amounts due to the First Lien Lenders under the First Lien Credit Agreement upon three business days' notice. As of the Petition Date, the aggregate principal outstanding under the First Lien Term Loan is approximately \$9,683,333, including \$2,350,000 in amounts that were advanced from and after January 1, 2018. Upon entry of the Final Order, the post-January 1, 2018 advances under the First Lien Term Loan will be "rolled up" into the DIP Facility.

The Second Lien Term Loan

8. By that certain Second Lien Credit Agreement, dated October 10, 2014 (as amended, restated, supplemented or otherwise modified, the "Second Lien Credit Agreement"), between ABT as borrower, SWK, as administrative agent, and certain lenders thereto (the "Second Lien Lenders" and together with the First Lien Lenders, the "Prepetition Lenders"), the Second Lien Lenders provided ABT with a junior secured term loan facility in an initial amount not to exceed \$10 million (the "Second Lien Term Loan"). The Second Lien Credit Agreement also provides for certain fees, costs, and expenses. Pursuant to the Guarantee and Collateral Agreement by and among ABT and SWK, the Second Lien Term Loan is secured by a junior lien on all ABT's assets. The Second Lien Term Loan matures on October 8, 2021. As of the Petition Date, the

aggregate principal outstanding under the Second Lien Term Loan is approximately \$16,751,016.

9. An Intercreditor Agreement, dated October 10, 2014, by and among ABT and the agents under the First Lien Credit Agreement and Second Lien Credit Agreement confirms that the First Lien Lenders security interest are senior and the security interests of the Second Lien Lenders are junior.

C. The Debtor's Need for Financing

10. Without the proposed financing set forth in the DIP Term Sheet, ABT would not have sufficient funds to preserve its assets and would be forced to relinquish its interests therein. ABT's ability to continue its operations depends on obtaining immediate access to the DIP Facility. The access to sufficient working capital to fund ABT's assets during these chapter 11 cases is vital for preserving and maintaining the value of the its assets and maximizing the value of its estate for all creditors. Failure to obtain the relief requested in this Motion will immediately and irreparably harm ABT, its estate, creditors and equity holders.

11. The DIP Facility is being offered by SWK to fund the Debtor's reorganization through either: (a) a sale of substantially all of the assets of the Debtor conducted pursuant to section 363 of the Bankruptcy Code (such sale, the "363 Sale"); or (b) a conversion of SWK secured claims in return for all of the equity in the reorganized Debtor, which will be transferred to SWK pursuant to a confirmed plan of reorganization (the "ABT Plan").

12. Given the unsuccessful prepetition search for alternatives, ABT does not believe it is able to obtain financing to fund and preserve its assets on terms more

favorable than those offered by the DIP Lender under the DIP Facility and that it is (and has been) unable to obtain unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. ABT also does not believe it is likely to obtain secured credit under section 364(c) of the Bankruptcy Code on equal or more favorable terms than those offered by the DIP Lender under the DIP Facility. Indeed, even with respect to the DIP Lender (a party already in the Debtor's capital structure), the DIP Facility is available only with ABT's agreement to grant the DIP Lender (a) subject to the Carve-Out (as defined below), the DIP Credit Lien (as defined below) and (b) the other protections set forth in the DIP Orders.

13. As a condition to the extension of credit under the DIP Facility, the DIP Lender and ABT have agreed that proceeds of any advance made under the DIP Facility and ABT's cash collateral shall be used exclusively in a manner consistent with an agreed upon Budget that may only be modified with the written consent of SWK. No portion of the proceeds of any advance under the DIP Facility or any cash collateral shall be used, directly or indirectly, to make any payment or prepayment that is prohibited under the DIP Term Sheet. A copy of the Budget is annexed to the proposed Interim Order attached hereto as Exhibit A.

**D. Concise Statement Under Bankruptcy Rule 4001
and Local Rule 4001-2**

14. ABT submits this concise statement listing certain material terms set forth in the DIP Term Sheet and the proposed Interim Order. Specifically, ABT believes that the following financing terms are required to be identified under Bankruptcy Rules 4001(b) and (c) and Local Rule 4001-2 and, as discussed in detail herein, are necessary

and justified in the context of, and under the circumstances relating to, this chapter 11 case:³

Material Term:	Summary Description:
Parties to DIP Facility: <i>Bankruptcy Rule 4001(c)(1)(B)</i>	Borrower: ABT Molecular Imaging, Inc. DIP Lender: SWK Funding LLC DIP Agent: SWK Funding LLC
Parties with an Interest in Cash Collateral: <i>Bankruptcy Rule 4001(b)(1)(B)(i)</i>	SWK Funding LLC <i>See Interim Order, at ¶ I.</i>
Stipulations: <i>Bankruptcy Rule 4001(c)(1)(B)(iii)</i> <i>Local rule 4001- 2(a)(i)(B)</i>	The Debtor makes certain customary stipulations with respect to, among other things, the amounts outstanding under the Pre-Petition Credit Agreements, and the validity, perfection, enforceability and priority of liens and security interests securing same. <i>See Interim Order, at ¶¶ F-N.</i>
DIP Facility and Borrowing Limits: <i>Bankruptcy Rule 4001(c)(1)(B)</i> <i>Local Rule 4001- 2(a)(ii)</i>	After entry of the Interim Order, the DIP Facility will consist of a consolidated, delay draw term loan in the aggregate principal amount of \$4,000,000.00 (the “ <u>DIP Loan Commitment</u> ”). All new advances under the DIP Facility shall be limited by the Budget. <i>See DIP Term Sheet, at p. 1.</i>
Interest Rates: <i>Bankruptcy Rule 4001(c)(1)(B)</i> <i>Local Rule 4001- 2(a)(ii)</i>	“ <u>Non-Default Interest Rate:</u> ” Interest on all outstanding advances under the DIP Facility shall accrue from and after the Petition Date at a per annum rate equal to the non-default rate of interest in force under the First Lien Term Loan, which is variable and calculated as the greater of 6.50% or Prime plus 3.25%. Effective immediately upon the occurrence of an Event of Default unless waived in writing by SWK, interest on the outstanding loans under the DIP Facility shall accrue at a rate that is 2% per annum in excess of the Non-Default Interest Rate. <i>See DIP Term Sheet, at pp. 2-3; Interim Order, at ¶ 5.</i>

³ The terms and conditions set forth in the Motion are qualified in their entirety by reference to the provisions of the DIP Term Sheet, and the DIP Orders. The descriptions of the terms of the DIP Term Sheet, and the DIP Orders set forth in this Motion are provided for the convenience of the Court and the parties in interest. In the event of any inconsistency between the description of the terms of the DIP Term Sheet, and the DIP Orders contained in this Motion and the actual terms of the DIP Term Sheet, or DIP Orders, the terms of the DIP Term Sheet or the DIP Orders, as applicable, shall govern.

Material Term:	Summary Description:
<p>Fees:</p> <p><i>Bankruptcy Rule 4001(c)(1)(B)</i></p>	<p>Debtor shall promptly pay or reimburse SWK when invoiced for all reasonable costs and expenses of counsel (including, without limitation, local counsel) and financial advisors for SWK relating to the DIP Facility and the administration and interpretation of, and the enforcement of remedies under, the DIP Facility, regardless of whether such amounts were incurred prior to or after the Petition Date, including but not limited to, due-diligence, duplication or printing costs, consultation, travel, and attendance at court hearings, regardless of whether the DIP Facility is consummated. SWK shall have the right to charge the DIP Facility for any such fees and costs. Failure to pay such fees and expenses within ten Business Days of delivery of the applicable invoice shall be an Event of Default under the DIP Facility, provided that SWK shall concurrently provide copies of any invoices to the U.S. Trustee and the Committee and allow such parties at least five Business Days to review and object to any fees or expenses requested therein. If any objection is asserted, the Bankruptcy Court shall decide the issue and the Debtor shall not be required to pay any disputed portion of such fees or expenses until the matter is resolved.</p> <p><i>See DIP Term Sheet, at p. 7; Interim Order, at ¶ 5.</i></p>
<p>Budget and Permitted Variances:</p> <p><i>Bankruptcy Rule 4001(c)(1)(B)</i></p> <p><i>Local Rule 4001- 2(a)(ii)</i></p>	<p>The use of the proceeds of the DIP Facility shall be in compliance with the Budget, a copy of which is annexed to the proposed Interim Order attached hereto as <u>Exhibit A</u>.</p> <p>Actual amounts for each cash receipt and cash disbursement from operations line items (which shall not and does not include any Professional Fees) may not vary from the applicable Budget (including any amounts deemed to roll over from a previous week due to not being spent) by (i) more than ten percent (10%) by line item on weekly basis; or (iii) five percent (5%) by line item on a cumulative basis for that portion of the Budget period then ended; <u>provided, however</u>, that the line item for “Travel Service” may vary by a greater amount to the extent necessary to respond to valid warranty requests, which amount shall be as reasonably agreed by the Debtor and SWK (collectively, the “<u>Budget Variances</u>”).</p> <p><i>See DIP Term Sheet, at pp. 1-2; Interim Order, at ¶ 2(b).</i></p>
<p>Use of Proceeds and Cash Collateral:</p> <p><i>Bankruptcy Rule 4001(c)(1)(B)</i></p> <p><i>Bankruptcy Rule 4001(b)(1)(B)(ii)</i></p> <p><i>Local Rule 4001- 2(a)(ii)</i></p>	<p>Proceeds of the DIP Facility shall be used solely for the following purposes (and to the extent identified in the Budget): (a) to fund, after application of all other available cash, post-petition operating expenses and working capital needs of the Debtor, including, but not limited to, those activities required to remain in, or return to, compliance with laws in accordance with 28 U.S.C. § 1930; (b) to pay interest, fees and expenses to SWK in accordance with this DIP Term Sheet (whether or not such amounts are reflected in the Budget); (c) to fund fees and expenses incurred in connection with the 363 Sale or confirmation of the ABT Plan; (d) to pay permitted pre-petition claim payments and adequate protection payments, if any; (e) to pay Professional Fees provided for in the Budget; and (f) to pay certain other costs and expenses of administration of the Chapter 11 Case.</p> <p>Proceeds of the DIP Facility or cash collateral shall not be used (a) to permit the Debtor, or any other party-in-interest or their representatives to challenge or otherwise contest or institute any proceeding to determine (i)</p>

Material Term:	Summary Description:
	<p>the validity, perfection or priority of security interests in favor of SWK, the Pre-Petition Agent, the Pre-Petition Lenders or the DIP Lenders or (ii) the enforceability of the obligations of the Debtor or any guarantor under the Pre-Petition Credit Agreements, any other Pre-Petition Loan Documents, or the DIP Facility, (b) to investigate, commence, prosecute or defend (or support any other person or entity in investigating, commencing, prosecuting, or defending) any claim, motion, proceeding or cause of action against SWK, the Pre-Petition Agent, the Pre-Petition Lenders, or the DIP Lenders and their agents, attorneys, advisors or representatives including, without limitation, any lender liability claims or subordination claims, (c) to investigate, commence, prosecute or defend (or support any other person or entity in investigating, commencing, prosecuting, or defending) any claim or proceeding or cause of action to disallow or challenge the obligations of the Debtor or any guarantor under Pre-Petition Credit Agreements, any other Pre-Petition Loan Documents or the DIP Financing Documents, or (d) to fund acquisitions, capital expenditures, capital leases, or any other similar expenditure other than capital expenditures specifically set forth in the Budget and approved by SWK, provided that a Committee (if any) and its professionals shall be permitted to investigate the liens, claims, and potential causes of action against the Pre-Petition Lenders in connection with the Pre-Petition Credit Agreement, with such investigation fees not to exceed \$10,000.</p> <p>See DIP Term Sheet, at pp. 3-4; Interim Order, at ¶ 3.</p>
<p>Maturity Date and Termination:</p> <p><i>Bankruptcy Rule 4001(c)(1)(B)</i></p> <p><i>Local Rule 4001- 2(a)(ii)</i></p>	<p>The “<u>Maturity Date</u>” is the date that is one hundred- five (105) days after the Petition Date, or such later date to which SWK consents in writing.</p> <p>The “<u>Termination Date</u>” is the earliest to occur of: (a) the Maturity Date; (b) thirty-one (31) days after the Petition Date if the Final Order has not been entered; (c) acceleration of the obligations under the DIP Facility; (d) the effective date of a confirmed plan of reorganization or liquidation that provides for indefeasible payment in full, in cash of all obligations owing under the DIP Facility and is otherwise acceptable to SWK in its sole discretion; (e) the date which is the closing date of any sale of all or substantially all of the Debtor’s assets; (f) the entry of an order by the Bankruptcy Court (i) granting relief from the automatic stay permitting foreclosure of any assets of the Debtor with a value in excess of \$100,000 in the aggregate, (ii) granting any motion by SWK to terminate the use of cash collateral or lift the stay or otherwise exercise remedies against any cash collateral, (iii) appointing a trustee or an examiner with special powers, or (iv) dismissing or converting the Chapter 11 Case; (g) the filing or support by Debtor of a plan of reorganization that (i) does not provide for indefeasible payment in full, in cash of all obligations owing under the DIP Facility and (ii) is not otherwise acceptable to SWK in its sole discretion; and (h) entry of a Bankruptcy Court order granting liens or claims that are senior or <i>pari passu</i> to the liens securing the DIP Facility.</p> <p>See DIP Term Sheet, at pp. 2-3, 17.</p>

Material Term:	Summary Description:
<p>DIP Collateral: <i>Bankruptcy Rule 4001(c)(1)(B)</i></p>	<p>All of the Debtor’s property, including, without limitation, all of Debtor’s existing and future acquired property and interests of any nature whatsoever, real and personal, tangible and intangible, accounts receivable, general intangibles, payment intangibles, supporting obligations, investment property, commercial tort claims, inventory, rolling stock, machinery, equipment, subsidiary capital stock, chattel paper, documents, instruments, deposit accounts, contract rights, and tax refunds of the Debtor, excluding only Avoidance Actions, but including, subject to entry of the Final Order, Avoidance Proceeds.</p> <p>See DIP Term Sheet, at pp. 5; Interim Order, at ¶ 7.</p>
<p>DIP Credit Lien/Super Priority Administrative Claim Status: <i>Bankruptcy Rule 4001(c)(1)(B)</i> <i>Local Rule 4001- 2(a)(ii)</i></p>	<p>Amounts owed by Debtor to SWK pursuant to the DIP Facility (including all accrued interest, fees, costs and expenses) shall constitute, in accordance with Section 364(c)(1) of the Bankruptcy Code, a claim having priority over any or all administrative expenses of the kind specified in, among other sections, Sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 726, 1113, or 1114 of the Bankruptcy Code, subject to payment of the Carve Out.</p> <p>See DIP Term Sheet, at p. 5; Interim Order, at ¶ 8.</p>
<p>Automatic Perfection of a Lien: <i>Bankruptcy Rule 4001(c)(1)(vii)</i></p>	<p>The Debtor and the holders of any DIP Credit Lien or Prepetition SWK Adequate Protection Lien shall not be required to enter into any additional security agreements to create, memorialize, and/or perfect any such liens, or to file UCC financing statements, mortgages, or other instruments with any other filing authority or take any other action to perfect any such Liens, which shall be and are deemed valid, binding, enforceable and automatically perfected by the docket entry of the Interim Order by the Clerk of the Court.</p> <p>See Interim Order, at ¶ 12.</p>
<p>Milestones: <i>Bankruptcy Rule 4001(c)(1)(B)(vi)</i></p>	<p>The Debtor is required to comply with the following “<u>Milestones</u>”:</p> <p>(a) On or within two days of the Petition Date, or such later date to which SWK consents in writing in its sole discretion, the Debtor shall file a motion, in form and substance acceptable to SWK, requesting entry of the Sale Procedure Order.</p> <p>(b) On or before the date that is thirty-one (31) days after the Petition Date, or such later date to which SWK consents in writing in its sole discretion:</p> <ol style="list-style-type: none"> i. the Bankruptcy Court shall have entered the Sale Procedure Order; and ii. the Debtor shall have filed the ABT Plan and its corresponding disclosure statement. <p>(c) On or before the date that is sixty-six (66) days after the Petition Date, or such later date to which SWK consents in writing in its sole discretion, the Bankruptcy Court shall have either:</p> <ol style="list-style-type: none"> i. Entered the Sale Order approving the 363 sale; or ii. Entered an order approving the disclosure statement corresponding to the ABT Plan and

Material Term:	Summary Description:
	<p>scheduled a hearing to consider confirmation of the ABT Plan.</p> <p>(d) If the Debtor has proceeded with the 363 Sale, on or before the date that is three (3) days after entry of the Sale Order, provided that the Bankruptcy Court has waived the stay imposed by Bankruptcy Rule 6004(h) or such later date to which SWK consents in writing in its sole discretion, the Sale shall be closed, with proceeds of the Sale paid directly to SWK to be applied to the obligations under the DIP Facility and Pre-Petition Credit Agreements, subject to payment of the Carve Out.</p> <p>(e) If the Debtor is proceeding with confirmation of the ABT Plan, on or before the date that is one hundred and one (101) days after the Petition Date, the Court shall have entered an order confirming the ABT Plan.</p> <p><i>See</i> DIP Term Sheet, at p. 10-11; Interim Order, at ¶ 17.</p>
<p>Events of Default: <i>Bankruptcy Rule 4001(c)(1)(B)</i> <i>Local Rule 4001- 2(a)(ii)</i></p>	<p>Usual and customary events of default for financings of this type, including, without limitation: nonpayment of principal, interest and fees, continued employment of key Debtor executives, judgments exceeding a certain threshold, certain bankruptcy-related defaults, including dismissal, conversion, or the appointment of a statutory trustee.</p> <p><i>See</i> DIP Term Sheet, at pp. 11-13.</p>
<p>Adequate Protection: <i>Bankruptcy Rules 4001(b)(1)(B)(iv); and 4001(c)(1)(B)(ii)</i></p>	<p>As adequate protection and in consideration for being primed by the DIP Lenders' claims and liens, to the extent of diminution in the Pre-Petition Lenders' interests in the Debtors' collateral securing the amounts due under the Pre-Petition Credit Agreements following the Petition Date on account of granting the Super-Priority Administrative Claim, granting the DIP Liens, the subordination of the Pre-Petition Credit Agreement liens thereto and to the Carve Out, and/or the imposition or enforcement of the automatic stay under 11 U.S.C. § 362(a) of the Bankruptcy Code, the Pre-Petition Agent and Pre-Petition Lenders (a) shall receive a claim having priority over any and all expenses of the kind specified in, among other sections of the Bankruptcy Code, Sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 726, and 1114, subject to payment of the Carve Out and subject to the super-priority administrative claims of SWK and the DIP Lenders under the DIP Facility; and (b) shall have valid, binding, enforceable and perfected liens in all DIP Collateral, subject to payment of the Carve Out and the DIP Liens (the "<u>SWK Adequate Protection Liens</u>").</p> <p><i>See</i> DIP Term Sheet, at p. 7; Interim Order, at ¶ 10.</p>

Material Term:	Summary Description:
<p>Carve Out: <i>Bankruptcy Rule 4001(c)(1)(B)</i> <i>Local Rule 4001-2(a)(ii)</i></p>	<p>“<u>Carve-Out</u>” means funds sufficient to pay:</p> <p>(a) unpaid, postpetition fees and expenses of the Clerk of the Court and the U.S. Trustee pursuant to 28 U.S.C. § 1930(a) (collectively, the “<u>Statutory Fees</u>”);</p> <p>(b) the unpaid postpetition fees and expenses of the professionals retained by the Debtor and by the Committee (if any), whose retentions are approved pursuant to final orders of the Court under sections 327, 328, 363 or 1103(a) of the Bankruptcy Code (the “<u>Chapter 11 Professionals</u>”), but only to the extent that such fees and expenses are (i) incurred prior to a Termination Event, (ii) within the amounts set forth in the Budget approved by SWK for such Chapter 11 Professional as of the date of the Termination Event, and (iii) subsequently allowed by the Bankruptcy Court under sections 330, 331, or 363 of the Bankruptcy Code;</p> <p>(c) postpetition fees and expenses of the Chapter 11 Professionals incurred after the occurrence of a Termination Event in an aggregate amount not to exceed \$25,000, to the extent such fees and expenses are subsequently allowed by the Bankruptcy Court under sections 330, 331, or 363 of the Bankruptcy Code.</p> <p>See DIP Term Sheet, at pp. 15-17; Interim Order, at ¶ 13.</p>
<p>Modification of Automatic Stay: <i>Bankruptcy Rule 4001(c)(1)(B)(iv)</i></p>	<p>The DIP Orders provide for the modification of the automatic stay to the extent necessary to permit (a) the Debtor and the DIP Agent to implement and perform the DIP Credit Facility and the DIP Credit Facility Documents, including without limitation the provisions thereof with respect to the collection of Proceeds, and the maintenance and implementation of the Collection Accounts and the Collection Procedures (as such terms are defined below), and (b) the creation and perfection of all Liens granted or permitted by the DIP Orders.</p> <p>See Interim Order, at ¶ 12.</p>
<p>Section 506(c) Waiver: <i>Local Rule 4001- 2(a)(i)(C)</i></p>	<p>Subject to the entry of the Final Order, (a) the Debtor waives irrevocably all claims and rights, if any, it or its estate might otherwise assert against the Prepetition Collateral or DIP Collateral pursuant to Bankruptcy Code sections 506(c), 105(a) or any other applicable law; and (b) except from and pursuant to the terms of the Carve-Out, no entity in the course of the Debtor’s bankruptcy case shall be permitted to recover from the DIP Collateral (whether directly or through the grant of derivative or equitable standing in the name of the Debtor or the Debtor’s estate) any cost or expense of preservation or disposition of the Prepetition Collateral or DIP Collateral, including, without limitation, expenses and charges as provided in Bankruptcy Code sections 506(c), 105(a), or any other applicable law.</p> <p>See DIP Term Sheet, at pp. 5-6; Interim Order, at ¶¶ 15(A) and (B).</p>

Material Term:	Summary Description:
<p>Waiver of Marshaling Doctrine and Equities of Case Exception:</p> <p><i>Bankruptcy Rule 4001(c)(1)(B)(viii)</i></p> <p><i>Local Rule 4001- 2(a)(i)(H)</i></p>	<p>Subject to the entry of the Final Order, the Prepetition SWK Secured Parties and the DIP Secured Parties shall not be subject to the “equities of the case” exception of Bankruptcy Code section 552(b), or to the equitable doctrines of “marshaling” or any similar claim or doctrine, with respect to any DIP Collateral or Prepetition Collateral</p> <p><i>See DIP Term Sheet, at pp. 5-6; Interim Order, at ¶ 15(D).</i></p>
<p>Lien on Avoidance Actions:</p> <p><i>Bankruptcy Rule 4001(c)(1)(B)(xi)</i></p> <p><i>Local Rule 4001- 2(a)(i)(D)</i></p>	<p>Subject to entry of the Final Order, the DIP Orders provided for a lien upon any causes of action that could be brought pursuant to sections 544, 545, 547, 548 of the Bankruptcy Code, or any applicable state fraudulent transfer statutes (the “<u>Avoidance Actions</u>”), including proceeds of (and any property received in respect of Avoidance Actions.</p> <p><i>See DIP Term Sheet, at p. 7; Interim Order, at ¶ 7.</i></p>
<p>“Roll-Up”:</p> <p><i>Local Rule 4001- 2(a)(i)(E)</i></p>	<p>Subject to entry of the Final Order, any of the Prepetition SWK Obligations advanced to the Debtor from and after January 1, 2018 shall become DIP Credit Facility obligations under the DIP Credit Facility Documents.</p> <p><i>See DIP Term Sheet, at p. 5; Interim Order, at ¶ 6.</i></p>
<p>Release ,Waiver or Limitation of any Estate Claim:</p> <p><i>Bankruptcy Rule 4001(c)(1)(viii)</i></p>	<p>In consideration of the furnishing of the DIP Facility, the Debtor, subject to the rights of another party to bring a Challenge Action during the Review Period, and upon entry of the Final Order, hereby absolutely releases and forever discharges each of the Pre-Petition Agent and Pre-Petition Lenders and their affiliates, officers, directors, employees, attorneys, and other representatives from any and all claims and causes of action of every kind and nature that the Debtor may hold against such released parties.</p> <p><i>See DIP Term Sheet, at p. 6; Interim Order, at ¶¶ 25-26.</i></p>
<p>Indemnification:</p> <p><i>Bankruptcy Rule 4001(c)(1)(B)(ix)</i></p>	<p>The Debtor shall indemnify and hold SWK, the DIP Lenders, and their officers, directors, employees and agents (including all of their professionals) (each an “<u>Indemnified Party</u>”) harmless from and against any and all claims, damages, losses, liabilities and expenses (including, without limitation, all fees and disbursements of attorneys and other professionals) to which any Indemnified Party may become liable or which may be incurred by or asserted against any Indemnified Party, in each case in connection with or arising out of or by reason of any investigation, litigation or proceeding arising out of or relating to or in connection with the DIP Facility, the DIP Financing Documents, any obligation, or any act, event or transaction related or attendant thereto or any use or intended use of the proceeds of the DIP Facility, except to the extent the same is found in a final, nonappealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party’s gross negligence or willful misconduct.</p> <p><i>See DIP Term Sheet, at p. 13.</i></p>

BASIS FOR RELIEF REQUESTED

A. Financing Under Section 364 of the Bankruptcy Code

15. The statutory requirement for obtaining postpetition credit under section 364(c) is a finding, made after notice and a hearing, that the debtor in possession is “unable to obtain unsecured credit allowable under Section 503(b)(1) of [the Bankruptcy Code] as an administrative expense.” 11 U.S.C. § 364(c); *see also In re Ames Dep’t Stores, Inc.*, 115 B.R. 34, 40 (Bankr. S.D.N.Y. 1990) (a debtor must show that it has made a reasonable effort to seek other sources of financing under sections 364(a) and (b) of the Bankruptcy Code); *Sapir v. CPQ Colorchrome Corp. (In re Photo Promotion Assocs.)*, 89 B.R. 328, 333 (Bankr. S.D.N.Y. 1988) (Section 364(c) financing is appropriate when the debtor in possession is unable to obtain unsecured credit allowable as an ordinary administrative claim).

16. Courts have articulated a three-part test to determine whether a debtor may obtain financing under section 364(c) of the Bankruptcy Code:

- i. The debtor is unable to obtain unsecured credit under section 364(b) (i.e., by granting a lender administrative expense priority);
- ii. the credit transaction is necessary to preserve the assets of the estate; and
- iii. the terms of the transaction are fair, reasonable and adequate, given the circumstances of the debtor-borrower and the proposed lender.

See In re Aqua Assocs., 123 B.R. 192, 195-96 (Bankr. E.D. Pa. 1991) (applying the above test and finding that “[o]btaining credit should be permitted not only because it is not available elsewhere, which could suggest the unsoundness of the basis for use of the funds generated by credit, but also because the credit acquired is of significant benefit to the debtor’s estate and that the terms of the proposed loan are within the bounds of reason, irrespective of the inability of the debtor to obtain comparable credit elsewhere”).

i. Credit Was Not Obtainable on Better Terms

17. In these circumstances, “[t]he statute imposes no duty to seek credit from every possible lender before concluding that such credit is unavailable.” *Bray v. Shenandoah Fed. Sav. & Loan Assn. (In re Snowshoe Co.)*, 789 F.2d 1085, 1088 (4th Cir. 1986); *see also In re 495 Cent. Park Ave. Corp.*, 136 B.R. 626, 630 (Bankr. S.D.N.Y. 1992). A debtor need only demonstrate “a good faith effort that credit was not available without” the protections of section 364(c). *In re Snowshoe*, 789 F.2d. at 1088. When there are few lenders likely, able, or willing to extend the necessary credit to the debtor, “it would be unrealistic and unnecessary to require [the debtor] to conduct such an exhaustive search for financing.” *In re Sky Valley, Inc.*, 100 B.R. 107, 113 (Bankr. N.D. Ga. 1988), *affir. sub nom., Anchor Sav. Bank FSB v. Sky Valley, Inc.*, 99 B.R. 117,120 n.4 (N.D. Ga. 1989).

18. The Debtor’s management firmly believes that no other lender would provide financing to the Debtor, much less on more favorable terms. The Debtors have searched for strategic alternatives to improve its balance sheet for years. In 2015, the Debtors ABT engaged an investment banker, SunTrust Robinson Humphrey, to assist with further capital raises or potentially a sale of the business. That process did not yield further capital or a purchaser and ABT ended the engagement with SunTrust Robinson Humphrey in 2016. In August 2017, ABT engaged SSG to further market the company. While the process being conducted by SSG is ongoing, to-date SSG has not located an entity willing to provide financing for the Debtor. As SWK was unwilling to continue to fund for an indefinite period of time, ABT ultimately determined that this chapter 11 filing was the best and only viable path to maximize the value of the Debtor’s assets. In

connection with this filing, only SWK, who has previously lent significant sums to the Debtors under the Pre-Petition Credit Agreements, has expressed any interest to fund ABT. The Debtor's decision to move forward with the DIP Facility, especially in light of prior fundraising efforts, was made according to the Debtor's sound business judgment.

ii. The DIP Facility is Necessary to Preserve the Assets of the Debtor's Estate

19. As described above, postpetition credit is necessary for the administration of the chapter 11 case and, therefore, will benefit all creditors, secured and unsecured, as well as other parties in interest. It is essential that the Debtor obtain the financing required to continue, among other things, the orderly operation and maintenance of the Debtor's business to preserve the going concern value while the Debtor prosecutes a restructuring transaction in this chapter 11 case. The DIP Facility will provide the Debtor's various stakeholders with confidence in the Debtor's ability to confirm a plan of reorganization or to complete a successful sale of substantially all of its assets as a going concern. The DIP Facility is necessary because it acts as a bridge to get the Debtor and its various stakeholders to the point of realizing the benefit of a successful chapter 11 case. Finally, the Debtor believes that the funds made available through the DIP Facility will be adequate and necessary to pay all administrative expenses due and payable during the postpetition period.

iii. The Terms of the DIP Facility Are Fair, Reasonable, and Appropriate and Represent the Sound Exercise of Business Judgment

20. As discussed above, the Debtor has concluded that the DIP Lender's proposal is the best alternative available for postpetition financing and that credit cannot be obtained from a third party on more favorable terms. The proposed terms of the DIP

Facility are also fair, reasonable, and adequate under the circumstances. The interest rates and other terms are reasonable and were highly negotiated. As contemplated by the policies underlying the Bankruptcy Code, the purpose of the DIP Facility is to enable the Debtor to maximize the value of its estate while providing it with the resources necessary to formulate a confirmable plan. *See generally In re First S. Say. Ass'n*, 820 F.2d 700, 710-15 (5th Cir. 1987).

21. As security for the Interim DIP Advances and other postpetition costs payable under the DIP Credit Facility Documents, the Debtors propose to provide SWK (in its capacity as the DIP Agent) with the following security interests and liens (the “DIP Credit Lien”), pursuant to sections 363, 364(c), and 364(d) of the Bankruptcy Code, in all of the Debtor’s presently owned or hereafter acquired property and assets, whether such property and assets were acquired before or after the Petition Date, of any kind or nature, whether real or personal, tangible or intangible, wherever located, and the proceeds and products thereof, including, subject to entry of the Final Order, the proceeds of any chapter 5 causes of action ultimately asserted by the Debtors’ estates (the “DIP Collateral”).

22. Bankruptcy courts routinely defer to the debtor’s business judgment on most business decisions, including the decision to borrow money. *See Trans World Airlines, Inc. v. Travelers Int’l AG (In re Trans World Airlines, Inc.)*, 163 B.R. 964, 974 (Bankr. D. Del. 1994) (noting that approval of interim loan, receivables facility, and asset-based facility “reflect[ed] sound and prudent business judgment ... [was] reasonable under the circumstances and in the best interest of [the debtor] and its creditors”); *In re After Six, Inc.*, 154 B.R. 876, 882 (Bankr. E.D. Pa. 1993) (debtor “is entitled to some free

reign in fulfilling its perceived mission of ... keeping an ongoing business afloat”). Indeed, “[m]ore exacting scrutiny [of the debtor’s business decisions] would slow the administration of the debtors’ estate and increase its cost, interfere with the Bankruptcy Code’s provision for private control of administration of the estate and threaten the court’s ability to control a case impartially.” *Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303,1311 (5th Cir. 1985); *In re Lifeguard Indus., Inc.*, 37 B.R. 3, 17 (Bankr. S.D. Ohio 1983) (“[B]usiness judgments should be left to the boardroom and not to this Court”); *see also In re Curlew Valley Assocs.*, 14 B.R. 506, 511-14 (Bankr. D. Utah 1981) (holding that, in general, a bankruptcy court should defer to a debtor-in-possession’s business judgment regarding the need for and proposed use of funds, unless such decision is arbitrary and capricious). Courts generally will not second-guess a debtor in possession’s business decisions when those decisions involve “a business judgment made in good faith, upon a reasonable basis, and within the scope of his authority under the Code.” *Curlew Valley*, 14 B.R. at 513-14 (footnotes omitted).

23. The Debtor submits that it has exercised sound and prudent business judgment in determining the merits and necessity of the DIP Facility and has further satisfied the legal prerequisites for incurring debt. Accordingly, the Debtor should be granted the requested relief to borrow funds from the DIP Lender on a secured basis, under sections 364(c) of the Bankruptcy Code.

B. Use of Cash Collateral and Proposed Adequate Protection is Appropriate

24. Section 363(c)(2) and 363(e) of the Bankruptcy Code provide that a debtor is not authorized to use Cash Collateral without the consent of the pre-petition secured lender unless such lender is provided adequate protection of its interest in the Cash

Collateral. Here, SWK is both the Prepetition Lender and the DIP Lender. SWK (in its capacity as the Prepetition Lender) has consented to the Debtor's use of Cash Collateral pursuant to the agreed upon Budget annexed to the Interim Order. Further, as additional adequate protection, the Debtor proposes to provide SWK (in its capacity as the Prepetition Lender) with: (A) a Lien in all DIP Collateral (the "Prepetition SWK Adequate Protection Lien") junior only to (i) the Carve-Out and (ii) the DIP Credit Lien; and (B) and a postpetition superpriority administrative expense claim (the "Prepetition SWK Adequate Protection Claim") against the Debtor with recourse to all prepetition and postpetition property of the Debtor and all proceeds thereof under sections 503 and 507 of the Bankruptcy Code against the Debtor's estate to the extent the Prepetition SWK Adequate Protection Lien does not adequately protect against the diminution in value of the Prepetition SWK Liens, which shall have priority in payment over any other indebtedness and/or obligations now in existence or incurred hereafter by the Debtor or its estate and over all other administrative expenses of any kind, subject and junior only to the Carve-Out and the Interim DIP Advances.

25. Section 361 of the Bankruptcy Code delineates the forms of adequate protection, which include periodic cash payments, additional liens, replacement liens and other forms of relief. 11 U.S.C. § 361. What constitutes adequate protection must be decided on a case-by-case basis. *See Resolution Trust Corp. v. Swedeland Dev. Grp (In re Swedeland Dev. Grp.)*, 16 F.3d 552, 564 (3d Cir. 1994) (citing *MBank Dallas, N.A. v. O'Connor (In re O'Connor)*, 808 F.2d 1393, 1397 (10th Cir. 1987)); *Martin v. U.S. (In re Martin)*, 761 F.2d 472, 474 (8th Cir. 1985); *In re Shaw Indus., Inc.*, 300 B.R. 861, 865 (Bankr. W.D. Pa. 2003). The focus of the requirement is to protect a

secured creditor from diminution in the value of its interest in the particular collateral during the period of use. *See Swedeland Dev. Grp., Inc.*, 16 F.3d at 564 (“The whole purpose of adequate protection for a creditor is to insure that the creditor receives the value for which he bargained prebankruptcy.”) (internal citations omitted). As noted above, the Debtor proposes to provide the DIP Lender with the DIP Credit Lien. Without access to the proposed DIP Financing and use of cash collateral, the Debtor’s liquidity will quickly dry up and the Debtor will be forced to cease operations immediately, destroying any remaining value of this estate to the detriment of all creditors and rendering impossible the consummation of a successful chapter 11 case. In contrast, the value of the interest of the DIP Lender in its collateral will be preserved, if not increased by the access to the DIP Facility to implement a restructuring. *See generally In re Pine Lake Village Apartment*, 19 B.R. 819, 826 (Bankr. S.D.N.Y 1982) (creditor had adequate protection where the debtor used cash collateral to maintain and preserve the value of the collateral).

26. The proceeds of DIP Credit Facility will be used, in part, to “roll-up” certain of the obligations outstanding under the First Lien Term Loan, specifically, subject to entry of the Final Order, any of the Prepetition SWK Obligations advanced to the Debtor from and after January 1, 2018 will become DIP Credit Facility obligations under the DIP Credit Facility Documents. The roll-up of those limited obligations is justified because the Debtor would not have been able to secure the debtor-in-possession financing needed to stabilize their business without such condition. As noted above, no other outside lender was willing to provide a debtor-in-possession financing arrangement that would be more favorable to the Debtors.

27. Importantly, this accommodation ultimately inures to the benefit of all of the Debtor's stakeholders because it gives the Debtor the liquidity it needs to proceed under chapter 11 with a clear trajectory rather than under a free-fall scenario. The Debtor will use the proceeds of the DIP Facility to finance this case and continue expeditiously towards the filing of the contemplated plan of reorganization. Roll-ups are a common feature of debtor-in-possession financings in this district, are frequently approved even where, unlike here, the lender has requested a roll-up of all obligations owed to it, or that the roll-up be approved in the interim order. *See, e.g. In re Charming Charlie Holdings Inc., et al.*, Case No. 17-12906-CSS (Bankr. D. Del. Dec. 13, 2017) (approving in interim order the "roll-up" of all outstanding prepetition revolving obligations); *In re American Apparel, Inc., et al.*, Case No. 15-12055-BLS (Bankr. D. Del. Oct. 6, 2015) (approving in interim order the repayment in full of all outstanding amounts under the prepetition revolving credit agreement); *In re Cal Dive International, Inc., et al.*, Case No. 15-10458-CSS (Bankr. D. Del. March 9, 2015) (approving full repayment of prepetition obligations in interim order).

28. The adequate protection offered to the DIP Lender described above will, taken together, sufficiently protect its interest in the DIP Collateral. Accordingly, the adequate protection proposed here is fair and reasonable and sufficient to satisfy the requirements of sections 363(c)(2) and (e) of the Bankruptcy Code.

C. The DIP Facility Was Negotiated in Good Faith and Should Be Afforded the Protection of Section 364(e) of the Bankruptcy Code

29. Under section 364(e) of the Bankruptcy Code, any reversal or modification on appeal of an authorization to obtain credit or incur debt or a grant of priority or a lien under section 364 of the Bankruptcy Code shall not affect the validity of

the debt incurred or priority of the lien granted as long as the entity that extended credit “extended such credit in good faith.” *See* 11 U.S.C. § 364(e).

30. Courts generally hold that “good faith” in the context of postpetition financing means, consistent with the Uniform Commercial Code, honesty in fact in the conduct or transaction concerned. *See Unsecured Creditors' Comm. v. First Nat'l Bank & Trust Co. (In re Ellingsen MacLean Oil Co.)*, 834 F.2d 599, 605 (6th Cir. 1987) (citing U.C.C. § 1-201(19)).

31. Here, the terms of the DIP Facility were negotiated in good faith and at arm’s length by separate representatives of, and counsel for, the Debtor and the DIP Lender, and reflect the most advantageous terms (including availability, pricing, and fees) available to the Debtor in light of its financial circumstances and need to move quickly in connection with the dual track effort to consummate a restructuring transaction. All of the DIP Obligations will be extended by the DIP Lender in good faith (as such term is used in section 364(e) of the Bankruptcy Code). No consideration is being provided to any party to, or guarantor of, obligations arising under the Term Sheet and in the Interim Order other than as set forth herein. Moreover, the DIP Facility has been extended in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code and the DIP Lender is entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that the Interim Order or any provision thereof is vacated, reversed, or modified on appeal or otherwise.

**D. Approval of the DIP Facility on an Interim Basis
Is Necessary to Prevent Immediate and Irreparable Harm**

32. Bankruptcy Rule 4001(c)(2) governs the procedures for obtaining authorization to incur postpetition debt and provides, in relevant part:

The court may commence a final hearing on a motion for authority to obtain credit no earlier than 14 days after service of the motion. If the motion so requests, the court may conduct a hearing before such 14 day period expires, but the court may authorize the obtaining of credit only to the extent necessary to avoid immediate and irreparable harm to the estate pending a final hearing.

FED. R. BANKR. P. 4001(C)(2).

33. Generally, courts find “immediate and irreparable harm” exists where loss of business threatens a debtor’s ability to reorganize. *See In re Ames Dep’t Stores, Inc.*, 115 B.R. 34, 36 n.2 (Bankr. S.D.N.Y. 1990). Approval of a DIP facility on an interim basis under Rule 4001(c)(2) is left to the discretion of the court as informed by the facts of each case. *See In re Pan Am Corp.*, 1992 WL 154200, at *6 (S.D.N.Y. June 18, 1992). There is no limit to the amount of funding that the court can approve on an interim basis. *Id.* After the 14-day period, the request for financing is not limited to those amounts necessary to prevent the destruction of the debtor’s business, and the debtor is entitled to borrow those amounts that it believes are prudent to the operation of its business. *Ames Dept. Stores*, 115 B.R. at 36.

34. Immediate and irreparable harm would result if the relief requested herein is not granted on an interim basis. The Debtor needs to obtain immediate access to the DIP Facility for the necessary liquidity in order to implement and ensure the success the Debtor’s reorganization efforts. *See Kingma Declaration*, ¶¶ 86, 87. Providing the Debtor with immediate access to the DIP Facility is, therefore, necessary to avoid immediate and irreparable harm to the Debtor’s estate.

35. Accordingly, the Debtor believes that, under the circumstances, entry of the Interim Order is necessary to prevent immediate and irreparable harm to its estate and, therefore, that the requirements of Bankruptcy Rule 4001(c)(2) are satisfied.

E. Modification of the Automatic Stay is Appropriate Under the Circumstances

36. The proposed Interim Order provides that the Automatic Stay will be lifted to the extent contemplated by the provisions of the DIP Agreement and the DIP Term Sheet, as described above. Stay modification provisions of this sort are ordinary and usual features of debtor in possession financing facilities and are reasonable under the present circumstances. Accordingly, the Court should modify the automatic stay to the extent contemplated under the DIP Agreement, the DIP Term Sheet and the proposed DIP Orders.

F. Request for a Final Hearing

37. Under Bankruptcy Rules 4001(b)(2) and 4001(c)(2), the Debtor requests that the Court set a date, which is no sooner than 14 days after the date of this Motion and no later than 31 days after the entry of the Interim Order, to hold a hearing to consider entry of the Final Order and the permanent approval of the relief requested in this Motion. The Debtor also requests authority to serve a copy of the signed Interim Order, which fixes the time and date for the filing of objections, if any, to the relief requested in the Final Order, by first class mail upon the notice parties listed below, and further request that the Court deem service thereof sufficient notice of the hearing on the Final Order under Bankruptcy Rule 4001(c)(2).

G. Waiver of Bankruptcy Rules 6004(a) and 6004(h)

38. Given the nature of the relief requested herein, the Debtor respectfully requests a waiver of the notice requirements under Bankruptcy Rule 6004(a), and the 14-day stay under Bankruptcy Rule 6004(h). As set forth above, the DIP Facility is essential to prevent irreparable damage to the Debtor's prospects for reorganization. Accordingly,

the Debtor submits that ample cause exists to justify a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the 14-day stay imposed by Bankruptcy Rule 6004(h).

Notice

39. The Debtor will provide notice of this Motion to the following parties, or their counsel, if known: (a) Office of the United States Trustee; (b) the Debtor's twenty (20) largest unsecured creditors; (c) SWK; (d) any party that has requested notice under Bankruptcy Rule 2002; and (e) the Securities and Exchange Commission. As the Motion is seeking "first day" relief, within two business days of the hearing on the Motion, the Debtor will serve copies of the Motion and any order entered respecting the Motion as required by Local Rule 9013-1(m). The Debtor submits that, in light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE, for the reasons set forth herein, the Debtor respectfully requests that this Court enter an order, substantially in the form attached hereto as Exhibit A (i) authorizing the Debtor's entry into the DIP Facility, (ii) scheduling the Final Hearing; and (iii) granting such other and further relief as may be appropriate.

Dated: June 13, 2018
Wilmington, Delaware

BAYARD, P.A.

/s/ Erin R. Fay

Justin R. Alberto (No. 5126)

Erin R. Fay (No. 5268)

Daniel N. Brogan (No. 5723)

Gregory J. Flasser (No. 6154)

600 N. King Street, Suite 400

Wilmington, Delaware 19801

Phone: (302) 655-5000

Email: jalberto@bayardlaw.com

efay@bayardlaw.com

dbrogan@bayardlaw.com

gflasser@bayardlaw.com

*Proposed Counsel for the Debtor and
Debtor-in-Possession*

Exhibit A

Proposed Interim Order

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re

ABT MOLECULAR IMAGING, INC.,¹

Debtor.

Chapter 11

Case No. 18-11398 (LSS)

Re: D.I.

ORDER (1) AUTHORIZING THE DEBTOR TO OBTAIN POST-PETITION FINANCING ON AN INTERIM BASIS, GRANTING SENIOR POSTPETITION SECURITY INTERESTS AND ACCORDING SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS PURSUANT TO SECTIONS 364(c) AND 364(d) OF THE BANKRUPTCY CODE, (2) AUTHORIZING THE USE OF CASH COLLATERAL, (3) GRANTING ADEQUATE PROTECTION, (4) MODIFYING THE AUTOMATIC STAY, AND (5) GRANTING RELATED RELIEF

Upon the motion (the "Motion") of the above-captioned debtor (the "Debtor") seeking, among other things:

(1) authority pursuant to sections 363 and 364(c) and (d) to obtain debtor-in-possession secured financing (the "DIP Credit Facility") pursuant to the following terms and agreements (collectively, the "DIP Credit Facility Documents"): (a) this Order, and any final order entered by the Court with respect to the Motion (the "Final Order"), and (b) the *ABT Molecular Imaging, Inc. Terms and Conditions of Proposed Senior Secured, Super-Priority Debtor-in-Possession Credit Facility*, attached hereto as Exhibit B, as amended, modified, and/or supplemented (the "DIP Term Sheet"),² by and among the Debtor, as borrower and debtor-in-possession, SWK Funding LLC ("SWK"), as agent (the "DIP Agent") for the lenders and other financial institutions party to the DIP Term Sheet or which extend credit thereunder (the "DIP Lenders," and collectively with the DIP Agent, the "DIP Secured Parties");

(2) the grant to the DIP Agent, for the benefit of itself and the other DIP Lenders, of superpriority administrative claim status pursuant to sections 364(c)(1) and 507(b) of the Bankruptcy Code in accordance with the terms of this Order;

(3) authorization for the Debtor's use of cash collateral whenever or wherever acquired, and the proceeds of all collateral pledged to the Prepetition SWK Secured Parties (defined below), as contemplated by section 363 of the Bankruptcy Code in accordance with the terms set forth herein;

¹ The last four digits of the Debtor's federal tax identification number are 0800 and its business address is 3024 Topside Business Park, Louisville, TN 37777.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the DIP Term Sheet.

(4) a grant of adequate protection to the Prepetition SWK Secured Parties (as defined below) under and in connection with the Prepetition SWK Loan Documents (as defined below) in accordance with the terms set forth herein;

(5) modification of the automatic stay to the extent hereinafter set forth and waiving the fourteen (14) day stay provisions of Federal Rule of Bankruptcy Procedure 4001(a)(3) and 6004(h); and

(6) setting a final hearing on the Motion for entry of an order authorizing the DIP Credit Facility and use of cash collateral on a final basis.

Notice of the Motion, the relief requested therein, and the Interim Hearing (as defined below) (the "Notice") having been served by the Debtor in accordance with Rule 4001(c) on: (i) the DIP Agent and the DIP Lenders and the Prepetition SWK Secured Parties; (ii) the United States Trustee for the District of Delaware (the "U.S. Trustee"); (iii) the holders of the twenty (20) largest unsecured claims against the Debtor's estate; (iv) all parties known to the Debtor who hold any liens or security interest in the Debtor's assets who have filed UCC-1 financing statements against the Debtor, or who, to the Debtor's knowledge, have asserted any liens on any of the Debtor's assets; (v) the Internal Revenue Service and all taxing authorities of states in which the Debtor is doing business; (vi) certain other parties identified in the certificates of service filed with the Court.

The Court held an interim hearing with respect to the Motion on June 14, 2018 (the "Interim Hearing").

After the Motion and the proceedings before the Court at the Interim Hearing; and all objections, if any, to the interim relief requested in the Motion having been withdrawn, resolved or overruled by the Court as reflected on the record established by the Debtor at the Interim Hearing;

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:³

A. On June 13, 2018 (the "Petition Date"), the Debtor filed a voluntary petition for relief pursuant to Chapter 11 of title 11, United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code");⁴

³ To the extent, any findings of fact constitute conclusions of law, they are adopted as such, and vice versa, pursuant to Fed. R. Bankr. P. 7052.

B. The Debtor has continued in the management and operation of its business pursuant to sections 1107 and 1108, and no trustee or examiner has been appointed;

C. The Debtor gave notice of the Motion pursuant to Rule 9013-1(m) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware;

D. The Court has core jurisdiction over the Debtor's bankruptcy case, the Motion, and the parties and property affected by this Order pursuant to 28 U.S.C. §§ 157(b) and 1334, and venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409;

E. As of the date hereof, the United States Trustee has not yet appointed an official committee of unsecured creditors in this case pursuant to section 1102 (a "Statutory Committee");

F. The Debtor has admitted, represented and stipulated, without prejudice to the rights of third parties set forth in this Order, the following (collectively, the "Stipulations");

(1) as of the Petition Date, the Debtor was party to each of:

(x) a Loan and Security Agreement dated as of March 16, 2011 (such agreement, as amended and existing immediately prior to the Petition Date, the "Prepetition First Lien Credit Agreement") with SWK as agent (as successor in interest to Square 1 Bank) and the other lenders party thereto;

(y) a Second Lien Credit Agreement dated as of October 10, 2014 such agreement, as amended and existing immediately prior to the Petition Date, the "Prepetition Second Lien Credit Agreement") with SWK as agent and the other lenders party thereto; and

⁴ Unless otherwise noted, all statutory references are to the Bankruptcy Code.

(z) all other documents, instruments, and agreements executed in connection with the Prepetition First Lien Credit Agreement or Prepetition Second Lien Credit Agreement (such agreements, collectively with the Prepetition First Lien Credit Agreement and Prepetition Second Lien Credit Agreement, the “Prepetition SWK Loan Documents”);

(2) SWK serves as agent (in such capacity, the “Prepetition SWK Agent”) under each of the Prepetition SWK Loan Documents. The other lenders party to each of the Prepetition SWK Loan Documents shall be referred to in this Order as the the “Prepetition SWK Lenders”, and the Prepetition SWK Lenders and Prepetition SWK Agent shall be collectively be referred to herein as the “Prepetition SWK Secured Parties”;

(3) As of the Petition Date, the Debtor was indebted to the Prepetition SWK Secured Parties, without defense, counterclaim, recoupment or offset of any kind, in the approximate non-contingent liquidated amount of no less than \$25,844,788 as of June 12, 2018, plus prepetition interest, fees, expenses, and other amounts arising in respect of the Prepetition SWK Loan Document obligations existing immediately prior to the Petition Date (such obligations, the “Prepetition SWK Obligations”);

(4) The Prepetition SWK Obligations were secured by valid, enforceable, properly perfected, first priority and unavoidable liens on and security interests (the “Prepetition SWK Liens”) encumbering all assets of the Debtor existing immediately prior to the commencement of the Debtor’s bankruptcy proceeding (the “Prepetition Collateral”);

(5) the DIP Secured Parties are willing to provide postpetition financing to the Debtor through DIP Credit Facility and the DIP Credit Facility Documents;

(6) the Prepetition SWK Secured Parties consent to the Debtor's use of the Prepetition Collateral and cash collateral (as such term is defined in Bankruptcy Code section 363(a)) only upon the conditions contained in this Order and the DIP Credit Facility Documents;

(7) the Debtor possesses no claims, offsets, or other rights or causes of action against the Prepetition SWK Secured Parties that would in any manner impair, reduce or otherwise modify the Prepetition SWK Obligations or the validly perfected Prepetition SWK Liens upon the Prepetition Collateral;

(8) the Prepetition SWK Obligations constitute valid, binding obligations of the Debtor, enforceable in accordance with their terms, and the Debtor and any of its guarantors will not assert any claims, counterclaims, setoffs, or defenses of any kind or nature, which in any way would affect the validity and enforceability of any of the Prepetition SWK Obligations and/or the security interests or liens of the Prepetition SWK Secured Parties upon the Prepetition Collateral, or which would in any way reduce the obligation of the Debtor to pay in full all of the Prepetition SWK Obligations;

(9) the Debtor reasonably and in good faith believes that the use of Cash Collateral and the loans, advances, and other financial accommodations to be obtained pursuant to the DIP Credit Facility are sufficient to fund all projected legitimate and allowable expenses of its Chapter 11 case from the Petition Date during the period to which the Budget (as approved by the DIP Agent) pertains; and

(10) the Debtor is a duly organized, validly existing corporation and has the requisite power and authority to own, lease, and operate its property, including, without limitation, the DIP Collateral. The Debtor has the requisite power and authority to enter into, execute, deliver, and perform its obligations under the DIP Credit Facility Documents and this Order and to incur the obligations provided for thereon. Except as may be explicitly required in the DIP Credit Facility Documents, no consent or waiver of, filing with, authorization, approval or other action by any shareholder, any federal, state, or other governmental authority or regulatory body or any other Person (other than the DIP Secured Parties), which has not already been obtained or done, is required in connection with the execution, delivery and performance by the Debtor of any of the documents required as a condition to the validity or enforceability of the DIP Credit Facility Documents, other than entry by this Court of this Order;

G. The Debtor is unable to obtain sufficient levels of unsecured credit allowable under section 503(b)(1) as an administrative expense necessary to maintain and conduct its business;

H. The Debtor is unable to obtain secured credit except under the terms and conditions provided in this Order;

I. All cash of the Debtor, wherever located on the Petition Date, represents (i) proceeds of loans or other financial accommodations provided to the Debtor by the Prepetition SWK Secured Parties under Prepetition SWK Loan Documents; or (ii) proceeds of Prepetition Collateral. Such funds (the "Cash Collateral") constitute cash collateral within the meaning of section 363;

J. It is in the best interest of the Debtor's estate that it be allowed to enter into the DIP Facility in order to obtain postpetition secured financing from the DIP Secured Parties, and use the Prepetition Collateral and Cash Collateral subject to and in accordance with the terms of this Order and the DIP Credit Facility Documents, and to grant adequate protection to the Prepetition SWK Secured Parties on account of the Debtor's Prepetition SWK Obligations, on an interim basis under the terms and conditions set forth herein and in the DIP Credit Facility Documents, as such is necessary to avoid immediate and irreparable harm to the Debtor's estate pending the Final Hearing;

K. The Debtor believes that the extension of credit and financial accommodations under the DIP Credit Facility and DIP Credit Facility Documents are fair, reasonable, in good faith, negotiated at arm's length, reflect the Debtor's exercise of prudent business judgment, and are supported by reasonably equivalent value and fair consideration and the DIP Secured Parties are entitled to the protections of section 364(e);

L. The Debtor requires access to the funding available under the DIP Credit Facility and the DIP Credit Facility Documents in order to satisfy administrative expenses associated with the operation of its business as a going concern and other costs relating to the administration of this chapter 11 case, and in order to avoid immediate and irreparable harm to the Debtor's estate pending the Final Hearing;

M. The Prepetition SWK Secured Parties are unwilling to consent to use of the Prepetition Collateral by the Debtor, except under the terms of the DIP Credit Facility Documents and this Order assuring that the liens and the various claims, superpriority claims, and other protections granted in this Order will not be affected by any subsequent reversal or modification of this Order or any other order, as provided in section 364(e), which is applicable

to the postpetition financing arrangement contemplated in the DIP Credit Facility Documents and the use of Cash Collateral contemplated this Order; and

N. Good and sufficient cause exists for the issuance of this Order, to prevent immediate and irreparable harm to the Debtor's estate.

Based upon the foregoing, and after due consideration and good cause appearing therefor;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. The Motion is granted on an interim basis effective as of the Petition Date. The Debtor is authorized, pursuant to sections 363 and 364, to enter into the DIP Credit Facility and DIP Credit Facility Documents, to execute such other and additional documents necessary or desired to implement the DIP Credit Facility or DIP Credit Facility Documents, to obtain postpetition secured financing from the DIP Secured Parties, and to use the Prepetition Collateral, Cash Collateral, and the proceeds and products thereof, pursuant to the terms and conditions of the DIP Credit Facility Documents and this Order to avoid immediate and irreparable harm to the Debtor's estate pending the Final Hearing. Advances under the DIP Credit Facility shall not exceed \$950,000 on an interim basis. The Debtor shall use the advances obtained under the DIP Credit Facility and the DIP Collateral (including Cash Collateral) only for the purposes and in the amounts set forth in the DIP Term Sheet attached hereto as Exhibit B and Budget attached hereto as Exhibit A, subject to the terms and conditions set forth in the DIP Credit Facility Documents. The DIP Secured Parties shall have no obligation to make DIP Credit Facility advances in excess of the amounts and times set forth in the Budget and DIP Credit Facility Documents.

2. With respect to the Budget:

(a) the Debtor's actual cash receipts and cash disbursements from operations line items (other than Professional Fees) shall each be adhered to, by line item, on a weekly basis and

a cumulative basis for the Budget period then ending, subject to the Budget Variances described below, provided, however, that amounts not disbursed in a line item shall be deemed to roll over to subsequent weeks;

(b) actual cash receipt and cash disbursement from operations line items (which shall not and do not include Professional Fees) shall not vary from the applicable Budget (including any amounts deemed to roll over from a previous week due to not being spent) by (i) more than ten percent (10%) by line item on a weekly basis or (ii) more than five percent (5%) by line item on a cumulative basis for that portion of the Budget period then ended, provided, however, that the line item for "Travel Service" may vary by a greater amount to the extent necessary to respond to valid warranty requests which amount shall be as reasonably agreed by the Debtor and SWK (such variances, the "Budget Variances");

(c) for all Professional Fees within the Budget (other than the professional fees of the DIP Secured Parties, which shall not be limited by the Budget), the Debtor shall not allow actual disbursements for each Professional Fee line item (and for the avoidance of doubt, each professional receiving Professional Fees shall be reflected on its own line item) to be more than the budgeted disbursements for such Professional Fee line item during the cumulative period from the Petition Date to the end of the applicable current weekly Budget period.

3. No proceeds of the DIP Credit Facility or Cash Collateral shall be used to (a) permit the Debtor or any other party-in-interest to challenge or institute any proceeding to determine (i) the validity, perfection, or priority of any security interests in favor of the Prepetition SWK Secured Parties or the DIP Secured Parties or (ii) the enforceability of the Debtor's obligations or the obligations of any guarantor under the Prepetition SWK Loan Documents or DIP Credit Facility Documents; (b) investigate, commence, prosecute or defend

(or support any other person or entity in investigating, commencing, prosecuting, or defending) any claim, motion, proceeding or cause of action against the Prepetition SWK Secured Parties or the DIP Secured Parties or any of their agents, attorneys, advisors or representatives, including, without limitation, claims or causes of action relating to lender liability or subordination claims; (c) investigate, commence, prosecute, or defend (or support any other person or entity in investigating, commencing, prosecuting, or defending) any claim or proceeding or cause of action to disallow or challenge the obligations of the Debtor or any guarantor under the Prepetition SWK Loan Documents or the DIP Credit Facility Documents, or (d) fund any acquisitions, capital expenditures, capital leases, or similar expenditures other than those specifically set forth in the Budget; provided, however, that a Statutory Committee (if any) and its professionals shall be allowed to use proceeds of the DIP Facility or Cash Collateral, in an amount not to exceed ten thousand dollars (\$10,000), to investigate the validity of the Prepetition SWK Liens (the "Committee Budget").

4. Pursuant to sections 363 and 364(c) and (d), the DIP Credit Facility funds advanced pursuant to the terms of this Interim Order (collectively, the "Interim DIP Advances") shall be allowed administrative expenses of the Debtor's estate, which shall have priority in payment over any other indebtedness and/or obligations now in existence or incurred hereafter by the Debtor and over all administrative expenses or charges against property arising in the Debtor's Chapter 11 case and any superseding Chapter 7 case including, without limitation, those specified in Bankruptcy Code sections 105, 326, 328, 330, 331, 503(b), 506(c) (subject to the entry of the Final Order), 507(a), 507(b), 726, 1113 or 1114, subject and junior only to the Carve-Out (as hereinafter defined) (such claim, the "DIP Superpriority Claim"). The time of payment of the Interim DIP Advances shall not be altered, extended or impaired without the

consent of the DIP Agent by any plan or plans of reorganization that may hereafter be accepted or confirmed or any further orders of the Court which hereafter may be entered.

5. Interest on the Prepetition SWK Obligations shall accrue from and after the Petition Date at the rate set forth in the Prepetition First Lien Credit Agreement and be payable along with interest accruing on the Interim DIP Advances, as set forth in the Budget and DIP Term Sheet. The reasonable fees and expenses of the DIP Secured Parties shall be payable without further notice, motion, or application to, order of, or hearing before, the Court (except such notice as may be required in the DIP Term Sheet); provided, however, the DIP Agent shall submit copies of its professionals' invoices to the Debtor, the U.S. Trustee and counsel for any Statutory Committee and such parties shall have five (5) business days following the receipt of such invoices to object to the reasonableness of the fees and expenses included in any such invoices.

6. Subject to entry of the Final Order, any of the Prepetition SWK Obligations advanced to the Debtor from and after January 1, 2018 shall become DIP Credit Facility obligations under the DIP Credit Facility Documents.

7. Pursuant to sections 363, 364(c), and 364(d), as security for the Interim DIP Advances and other postpetition costs payable under the DIP Credit Facility Documents, the Debtor is hereby authorized to and is hereby deemed to grant to the DIP Agent a valid, binding and enforceable lien, mortgage and/or security interest (a "Lien," and as so granted to the DIP Agent, the "DIP Credit Lien") in all of the Debtor's presently owned or hereafter acquired property and assets, whether such property and assets were acquired before or after the Petition Date, of any kind or nature, whether real or personal, tangible or intangible, wherever located, and the proceeds and products thereof (collectively, the "DIP Collateral"), excluding any causes

of action that could be brought pursuant to sections 544, 545, 547, 548 of the Bankruptcy Code, or any applicable state fraudulent transfer statutes (the “Avoidance Actions”), but, subject to entry of the Final Order, including proceeds of (and property received in respect of) Avoidance Actions (“Avoidance Proceeds”).

8. Pursuant to sections 364(c) and (d), the DIP Credit Lien shall be a first priority senior and priming lien on the DIP Collateral, subject and junior only to (a) the Carve-Out and (b) valid, enforceable, properly perfected, and unavoidable prepetition Liens (including any Liens that are perfected after the Petition Date that are afforded priority due to the express relation back of the perfection of such lien to a date prior to the Petition Date as permitted by Bankruptcy Code section 546(b)) that are senior to the Prepetition SWK Liens (“Senior Third Party Liens”). The DIP Credit Lien shall not be subject or subordinate to any Lien which is avoided and which would otherwise be preserved for the benefit of the Debtor’s estate under section 551, and in no event shall any person or entity who pays (or causes to be paid) any of the obligations under the Prepetition SWK Loan Documents or DIP Credit Facility Documents be subrogated, in whole or in part, to any rights, remedies, claims, privileges, liens or security interests granted to or in favor of, or conferred upon, the DIP Secured Parties by the terms of the DIP Credit Facility Documents until such time as the obligations under the DIP Credit Facility Documents and this Order are indefeasibly paid in full, in cash. The DIP Credit Lien shall not be subject or subordinate to Liens arising after the Petition Date, other than Liens granted pursuant to this Order to the extent set forth in this Order.

9. All rents, income, profits, cash in accounts and deposits derived from the Prepetition Collateral constitute Cash Collateral. Provided that each of the conditions set forth in this Paragraph are satisfied, the Debtor shall be authorized to use the Cash Collateral only in

accordance with the terms of the Budget, this Order, and the other DIP Credit Facility Documents. The satisfaction of each of the following conditions shall constitute a condition to the Debtor's authorization to use any Cash Collateral: (i) no Event of Default under (and as defined in the DIP Term Sheet) shall exist or be continuing; and (ii) the Termination Date (as defined in the DIP Term Sheet) shall not have occurred. If, on any date, any of such conditions is not satisfied, then the Debtor shall not be authorized to use any Cash Collateral unless and until such use is consented to by DIP Agent in its sole and absolute discretion. Absent further order of the Court, if the Termination Date occurs, then the Debtor shall remit to the DIP Agent, subject to payment of the Carve-Out, any Cash Collateral then in the Debtor's possession for application to the DIP Credit Facility obligations and Prepetition SWK Obligations in a manner selected by the DIP Agent in its sole discretion.

10. Until the infeasible payment in full of the Prepetition SWK Obligations, the Prepetition SWK Secured Parties are entitled to adequate protection of their interests in the Prepetition Collateral (including Cash Collateral) solely to the extent of the diminution in value of the Prepetition Collateral as a result of (a) the provisions of this Order granting first priority and/or priming liens on such Prepetition Collateral to the DIP Agent for the benefit of the DIP Secured Parties, (b) the Debtor's use of the Prepetition Collateral (including Cash Collateral), (c) the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code, or (d) otherwise, pursuant to sections 361(a), 363(c), and 364(d)(1) of the Bankruptcy Code. The Prepetition SWK Agent, on behalf of and for the benefit of the Prepetition SWK Secured Parties, is hereby granted, solely to the extent of diminution in value of the Prepetition SWK Liens in the Prepetition Collateral from and after the Petition Date the following:

A. a Lien in all DIP Collateral (the “Prepetition SWK Adequate Protection Lien”) junior only to (i) the Carve-Out and (ii) the DIP Credit Lien; and

B. a postpetition superpriority administrative expense claim (the “Prepetition SWK Adequate Protection Claim”) against the Debtor with recourse to all prepetition and postpetition property of the Debtor and all proceeds thereof under sections 503 and 507 of the Bankruptcy Code against the Debtor’s estate to the extent the Prepetition SWK Adequate Protection Lien does not adequately protect against the diminution in value of the Prepetition SWK Liens, which shall have priority in payment over any other indebtedness and/or obligations now in existence or incurred hereafter by the Debtor or its estate and over all other administrative expenses of any kind, including, without limitation, those specified in sections 105, 326, 328, 330, 331, 503(b), 506(c) (subject to entry of the Final Order), 507(a), 507(b), 726, 1113, or 1114 of the Bankruptcy Code, or otherwise and including those resulting from the conversion of the chapter 11 case pursuant to section 1112 of the Bankruptcy Code; subject and junior only to the Carve-Out and the Interim DIP Advances.

11. Nothing herein shall be deemed to be a waiver by any Prepetition SWK Secured Party of its right to request additional or further protection of its interests in any property of the Debtor, to move for relief from the automatic stay (if such relief is required), to seek the appointment of a trustee or examiner or the dismissal of any of the Debtor’s bankruptcy case, or to request any other relief.

12. The automatic stay provisions of section 362 are hereby modified to permit (a) the Debtor and the DIP Agent to implement and perform the DIP Credit Facility and the DIP Credit Facility Documents, including without limitation the provisions thereof with respect to the

collection of Proceeds, and the maintenance and implementation of the Collection Accounts and the Collection Procedures (as such terms are defined below), and (b) the creation and perfection of all Liens granted or permitted by this Order. The Debtor and the holders of any DIP Credit Lien or Prepetition SWK Adequate Protection Lien shall not be required to enter into any additional security agreements to create, memorialize, and/or perfect any such liens, or to file UCC financing statements, mortgages, or other instruments with any other filing authority or take any other action to perfect any such Liens, which shall be and are deemed valid, binding, enforceable and automatically perfected by the docket entry of this Order by the Clerk of the Court. If, however, the holder of any DIP Credit Lien or Prepetition SWK Adequate Protection Lien in its sole and absolute discretion shall elect for any reason to enter into, file, record or serve any such financing statements or other documents with respect to any such Lien, then the Debtor shall execute same upon request and the filing, recording or service thereof (as the case may be) shall be deemed to have been made at the time and on the date of the docket entry of this Order by the Clerk of the Court. The holders of any DIP Credit Lien, Prepetition SWK Lien, or Prepetition SWK Adequate Protection Lien are hereby relieved of any requirement to file proofs of claim in the Debtor's bankruptcy case with respect to any such Liens and the claims secured thereby, but any such holder may in its sole and absolute discretion file any such proof of claim.

13. The DIP Credit Liens, DIP Superpriority Claims, Prepetition SWK Adequate Protection Liens, and Prepetition SWK Adequate Protection Claim shall be subject to right of payment of the following expenses (the following subparagraphs, collectively, the "Carve-Out," and all amounts payable in connection therewith, the "Carve-Out Amounts"):

A. unpaid postpetition fees and expenses of the Clerk of the Court and the U.S. Trustee pursuant to 28 U.S.C. § 1930;

B. subject to the limits set forth in this Order, unpaid postpetition fees and expenses of professionals of the Debtor and professionals of a Statutory Committee (if any), which are retained by an order of the Court pursuant to sections 327, 328, 363 or 1103(a) of the Bankruptcy Code (the "Chapter 11 Professionals"), but only to the extent such fees and expenses are (i) incurred prior to a Termination Event, (ii) within the amounts set forth in the Budget approved by the DIP Agent for such Chapter 11 Professional as of the date of the Termination Event, and (iii) subsequently allowed by the Bankruptcy Court under sections 330, 331, or 363 of the Bankruptcy Code; and

C. postpetition fees and expenses of the Chapter 11 Professionals incurred after a Termination Event in an aggregate amount not to exceed \$25,000, to the extent such fees and expenses are subsequently allowed by the Bankruptcy Court under sections 330, 331, or 363 of the Bankruptcy Code;

provided, however, that (a) the Carve-Out shall only be available to pay fees and expenses set forth herein to the extent that unencumbered funds are not otherwise available; and (b) in no event shall the Carve-Out for each Chapter 11 Professional exceed the amounts for postpetition fees set forth for such Chapter 11 Professional in the Budget as of the applicable date of determination provided, further however, that the Carve Out for Chapter 11 Professional fees shall first be paid from any retainers or any professional expense escrow account established by the Debtor. Any amounts paid from the DIP Collateral or the proceeds thereof, or funded by the DIP Agent or DIP Secured Parties with respect to the Carve-Out prior to the entry of the Final Order shall be Interim DIP Advances and such obligations shall be secured by the DIP Credit

Lien. As used in this Interim Order, the term “Termination Event” shall mean the occurrence of the earlier of: (i) an Event of Default under the DIP Facility; or (ii) the Debtor’s failure to comply with the terms of the DIP Financing Documents (including, without limitation, its failure to comply with the Budget, subject to any approved variances). Further, the payment of the fees or costs of any Professional and/or Statutory Committee (if any) shall be subject to Court approval, and DIP Agent and the DIP Secured Parties reserve the right to object to any Professional’s application for payment.

14. Neither the payment of any Chapter 11 Professional fees, nor the Carve-Out shall include payment for any fees and expenses, if any, of the Chapter 11 Professionals incurred directly or indirectly, in respect of, arising from or relating to:

A. the initiation, joinder or prosecution of any action contesting the indebtedness owed to DIP Secured Parties or the Prepetition SWK Secured Parties, or the validity of any liens granted to any of such parties, provided, however, that a Statutory Committee (if any) and its professionals shall be allowed to use the Committee Budget to investigate the validity of the Prepetition SWK Liens;

B. preventing, hindering or otherwise delaying (or supporting any other person or entity in preventing, hindering or otherwise delaying), whether directly or indirectly, the exercise by DIP Agent or Prepetition SWK Agent of any of its rights and remedies under the Interim Order, Final Order, Prepetition SWK Loan Documents, or DIP Credit Facility Documents;

C. the commencement, support, or prosecution of any action or proceeding of any claims, causes of action or defenses against the DIP Secured Parties, Prepetition SWK Secured Parties, or any of their respective officers, directors, employees, agents,

attorneys, affiliates, successors or assigns, including, without limitation, any attempt to recover or avoid any claim or interest from the DIP Secured Parties or Prepetition SWK Secured Parties, or any of them, under Chapter 5 of the Bankruptcy Code;

D. any request to borrow money other than pursuant to the terms of the Interim Order, the Final Order, or the DIP Credit Facility Documents;

E. with respect to the Debtor, any of the Debtor's Chapter 11 Professionals, or any of their successors or assigns (including, without limitation, any trustee, responsible officer, examiner, estate administrator or representative, or similar person appointed in a case for the Debtor under any chapter of the Bankruptcy Code) performing or commencing any investigation or litigation (whether threatened or pending) by the Debtor with respect to any matter to be released, waived or specified as not subject to challenge by the Debtor pursuant to this Order or the Final Order (including, without limitation, Paragraphs 24, 25, and 26 herein); or

F. For any other purpose for which proceeds of the DIP Facility may not be used pursuant to the DIP Term Sheet.

15. Subject to the entry of the Final Order, effective as of the time of commencement of the Debtor's bankruptcy case on the Petition Date:

A. the Debtor waives irrevocably all claims and rights, if any, it or its estate might otherwise assert against the Prepetition Collateral or DIP Collateral pursuant to Bankruptcy Code sections 506(c), 105(a) or any other applicable law;

B. except from and pursuant to the terms of the Carve-Out, no entity in the course of the Debtor's bankruptcy case shall be permitted to recover from the DIP Collateral (whether directly or through the grant of derivative or equitable standing in the

name of the Debtor or the Debtor's estate) any cost or expense of preservation or disposition of the Prepetition Collateral or DIP Collateral, including, without limitation, expenses and charges as provided in Bankruptcy Code sections 506(c), 105(a), or any other applicable law;

C. except from and pursuant to the terms of the Carve-Out, no entity shall be permitted to recover from the DIP Collateral or Prepetition Collateral, or assert against any DIP Secured Party or any Prepetition SWK Secured Party, any claim with respect to any unpaid administrative expense of the Debtor's bankruptcy case, whether or not the Debtor's payment of such administrative claim was contemplated by or included in the Budget; and

D. the Prepetition SWK Secured Parties and the DIP Secured Parties shall not be subject to the "equities of the case" exception of Bankruptcy Code section 552(b), or to the equitable doctrines of "marshaling" or any similar claim or doctrine, with respect to any DIP Collateral or Prepetition Collateral.

16. So long as the DIP Credit Facility obligations remain outstanding, unless consented to in writing by the DIP Agent, the Debtor shall not seek entry of any further orders in its Chapter 11 Case which authorize (a) under section 363 of the Bankruptcy Code, the use of Cash Collateral; (b) the obtaining of credit or the incurring of indebtedness pursuant to sections 364(c) or 364(d) of the Bankruptcy Code that does not repay the DIP Credit Facility in full, in cash, (c) the return of goods pursuant to section 546(h) of the Bankruptcy Code to any creditor of the Debtor or to consent to any creditor taking any setoff against any of such creditor's prepetition indebtedness based upon any such return pursuant to section 553 of the Bankruptcy Code or otherwise, or (d) any other grant of rights against the Debtor and/or its estate that is

secured by a Lien in the DIP Collateral or is entitled to superpriority administrative status that does not repay the DIP Credit Facility in full, in cash.

17. Upon the occurrence of: (i) an Event of Default (as such term is defined in the DIP Term Sheet); (ii) the Debtor's failure to comply with the terms of this Order or the Final Order (including, without limitation, its failure to comply with the Budget, subject to any approved variances); or (iii) the Debtor's failure to comply with any of the Milestones set forth in the DIP Term Sheet, and the giving of written notice thereof by the DIP Agent to counsel to the Debtor, the Statutory Committee (if any), and the U.S. Trustee (which notice may be given by any manner of electronic transmission, the automatic stay being deemed lifted for such purpose) (the "Default Notice"), then (i) the DIP Agent shall be fully authorized, in its sole discretion to cease making DIP Credit Facility advances to the Debtor, (ii) the DIP Agent shall be fully authorized, in its sole discretion to terminate the Debtor's use of the DIP Collateral (including without limitation Cash Collateral) pursuant to this Order and the Budget, and/or (iii) the DIP Agent shall be fully authorized, in its sole discretion to immediately terminate the DIP Credit Facility and demand repayment of the DIP Credit Facility obligations then outstanding.

18. Further, upon the occurrence of an Event of Default and transmission of a Default Notice or upon the Termination Date:

A. the DIP Agent shall have the right, free of the restrictions of sections 362 or under any other section of the Bankruptcy Code or applicable law or rule (including, without limitation, Bankruptcy Rule 4001(a)), to take immediate reasonable action to protect the DIP Collateral from harm, theft and/or dissipation;

B. with respect to an Event of Default as to which a Default Notice has been given, the Debtor, the Statutory Committee (if any), and the U.S. Trustee shall have five

(5) business days from the date of the Default Notice (the “Remedy Notice Period”) to obtain an order of the Court on notice to the DIP Agent (a) enjoining or restraining the DIP Secured Parties from taking action or exercising rights and remedies (other than any rights and remedies set forth in Paragraph 17 herein, which may be exercised immediately upon the satisfaction of the conditions set forth in such paragraph) based upon the Event of Default specified in the Default Notice; or (b) challenging whether an Event of Default in the Default Notice has occurred or is continuing without cure (a “Restraint on Remedies”). During the Remedy Notice Period, the DIP Agent shall refrain from exercising its rights and remedies (other than those set forth in Paragraph 17 and below). Immediately upon expiration of the Remedy Notice Period unless a Restraint on Remedies has timely been obtained from the Court, or with respect to and upon the Maturity Date, immediately:

(1) the DIP Agent shall have the right, free of the restrictions of section 362 or under any other section of the Bankruptcy Code or Bankruptcy Rules (including, without limitation, Bankruptcy Rule 4001(a)), to exercise contractual, legal and equitable rights and remedies as to all or such part of the DIP Collateral as it shall elect, and to apply the Proceeds (as such term is defined below) of the DIP Collateral to the repayment of the DIP Credit Facility obligations and Prepetition SWK Obligations; and

(2) the DIP Agent, should it so elect in its sole and absolute discretion as exercised by the filing of an appropriate statement with the Court, shall be deemed to have been granted “peaceful possession” of, and right of access to, all or any portion of the DIP Collateral, by the Debtor.

19. The Debtor shall provide the DIP Agent with (i) all financial statements, certificates, and reports required pursuant to the DIP Term Sheet in accordance with the timeframes specified therein and (ii) such additional information as the DIP Agent shall request from the Debtor. The DIP Agent and its representatives shall have reasonable access to the Debtor's business premises and to the DIP Collateral in order to review and evaluate the physical condition of any of the DIP Collateral and/or to inspect the financial records and other records of the Debtor concerning the operation of the Debtor's business.

20. For purposes of this Order, (a) "Proceeds" shall mean both (i) proceeds (as defined in the Uniform Commercial Code for the State of New York) and (ii) any and all payments, proceeds or other consideration realized upon the sale, liquidation, realization, collection or other manner of disposition of the DIP Collateral, whether in the ordinary course of the Debtor's business (including without limitation accounts, receivables, and other proceeds arising from the Debtor's sales of goods and/or performance of services) or other than in the ordinary course of the Debtor's business, and (b) "Disposition" shall mean any sale, liquidation, realization, collection or other manner of disposition of DIP Collateral other than in the ordinary course of the Debtor's business, including without limitation any sale authorized pursuant to section 363.

21. The Debtor shall maintain in full force and effect the deposit, clearing, dominion, lockbox, and similar accounts maintained by or on behalf of the Debtor pursuant to Prepetition SWK Loan Documents for the collection of Proceeds obtained in the ordinary course of the Debtor's business (the "Collection Accounts"), and the cash management systems, treasury management systems, and payment procedures under which such accounts and systems are administered (the "Collection Procedures"). In furtherance of the foregoing, the DIP Agent shall

be deemed to have control of all of the Debtor's bank accounts, and any financial institutions in which such accounts of the Debtor are located are hereby authorized to act in accordance with any request of the DIP Agent concerning such accounts, including, without limitation, requests to turnover funds therein without offset or deduction of any kind.

22. The Debtor and any successors to the Debtor, including without limitation any successor trustee or trustees, shall assign or direct to the DIP Agent any and all Proceeds realized in any Disposition of any DIP Collateral, and immediately deliver any and all such Proceeds which come into their possession to the DIP Agent in the form received; provided, however, that the foregoing shall be subject in all respects to (a) payment of the Carve-Out and (b) the priorities of the DIP Credit Lien granted by this Order. The foregoing is without prejudice to the rights of (a) the DIP Agent, the Statutory Committee (if any), or any other party to object to any proposed Disposition, (b) any third party with respect to the allocated Proceeds of any Disposition of Collateral encumbered by a Senior Third Party Lien, or (c) the rights of third parties set forth below with respect to a Challenge Action and the remedies that may result from a successful Challenge Action. The DIP Agent and Prepetition SWK Agent are hereby authorized to credit-bid all or any of the obligations under the DIP Credit Facility and Prepetition SWK Loan Documents at any Disposition of any Prepetition Collateral and/or DIP Collateral.

23. All Proceeds retained by the DIP Agent shall be applied to the repayment of the Prepetition SWK Obligations and DIP Credit Facility obligations, in a manner selected by the DIP Agent, until such obligations are paid in full; provided, however, that the foregoing shall be subject in all respects to the terms and the priorities of liens under this Order. Such applications of Proceeds shall be free and clear of any claim, charge, assessment or other liability.

24. Subject to the right to bring a Challenge Action as set forth in Paragraph 27 below, upon entry of this Order:

A. the Stipulations shall be binding upon the Debtor and all other persons, entities, and/or parties in all circumstances;

B. the validity, extent, priority, perfection, enforceability and non-avoidability of the Prepetition SWK Secured Parties' validly perfected prepetition claims and liens against the Debtor and the Prepetition Collateral shall not be subject to challenge by the Debtor or any other person, entity, or party; and

C. neither the Debtor, nor any other person, entity, or party shall seek to avoid or challenge (whether pursuant to Chapter 5 of the Bankruptcy Code or otherwise) any transfer made by or on behalf of the Debtor to or for the benefit of any of the Prepetition SWK Secured Parties prior to the Petition Date.

25. In consideration of and as a condition to the DIP Secured Parties making the Interim DIP Advances and providing credit and other financial accommodations to the Debtor pursuant to the terms of this Order and the DIP Credit Facility Documents, the Debtor (the "Releasor"), subject to Paragraph 27 herein, absolutely releases, forever discharges and acquits each of the Prepetition SWK Secured Parties and their respective successors and assigns, affiliates, officers, directors, employees, attorneys and other representatives (the "Releasees") of and from any and all claims, demands causes of action, damages, choses in action, and all other claims, counterclaims, defenses, setoff rights, and other liabilities whatsoever (the "Prepetition Released Claims") of every kind, name, nature, and description, whether known or unknown, both at law and equity (including, without limitation, any "lender liability" claims) that the Releasor may now or hereafter own, hold, have or claim against each and every of the Releasees

arising at any time prior to the entry of this Order (including, without limitation, claims relating to the Debtor, the Prepetition SWK Loan Documents, and other documents executed in connection therewith, and the obligations thereunder); provided, however, that such release shall not be effective with respect to the Debtor until entry of the Final Order, and with respect to the Debtor's bankruptcy estate, until the expiration of the Challenge Period. In addition, upon the indefeasible payment, in full, in cash, of all DIP Credit Facility obligations owed to the DIP Secured Parties arising under this Order and the DIP Credit Facility Documents, the DIP Secured Parties shall be released from any and all obligations, actions, duties, responsibilities, and causes of action arising or occurring in connection with or related to the DIP Credit Facility Documents.

26. Subject to entry of the Final Order, the Releasor hereby absolutely, unconditionally, and irrevocably covenants and agrees with each Releasee that it will not sue (at law, in equity, or in any other proceeding) any Releasee on the basis of any Prepetition Released Claims released and discharged by Releasor pursuant to this Order. If Releasor violates this covenant, the Debtor agrees to pay, in addition to such other damages as any Releasee may sustain as a result of such violation, all reasonable attorneys' fees and costs incurred by any Releasee as a result of such violation.

27. Notwithstanding any other provisions of this Order, any interested party (other than the Debtor or its Professionals) in this case (including, without limitation, the Statutory Committee (if any)) shall have until the earlier of (i) seventy-five (75) calendar days from the Petition Date; or (ii) sixty (60) days from the date on which a Statutory Committee is formed (such period, the "Challenge Period"), to commence an adversary proceeding against the Prepetition SWK Secured Parties (as applicable) for the purpose (collectively, a "Challenge Action") of:

A. challenging the validity, extent, priority, perfection, enforceability and non-avoidability the Prepetition SWK Secured Parties' Liens (as applicable) against the Debtor;

B. seeking to avoid or challenge (whether pursuant to Chapter 5 of the Bankruptcy Code or otherwise) any transfer made by or on behalf of the Debtor to or for the benefit of any of the Prepetition SWK Secured Parties (as applicable) prior to the Petition Date;

C. seeking damages or equitable relief against any of the Prepetition SWK Secured Parties (as applicable) arising from or related to their prepetition business and lending relationships with the Debtor, including without limitation equitable subordination, recharacterization, lender liability and deepening insolvency claims and causes of action; or

D. challenging any other matter to be waived or released pursuant to this Order (including, without limitation, pursuant to Paragraphs 24, 25, and 26).

28. All parties in interest, including without limitation the Statutory Committee (if any), that fail to act in accordance with the time periods set forth in the preceding paragraph shall be, and hereby are, barred forever from commencing a Challenge Action and shall be bound by the waivers, Stipulations, and terms set forth in this Order (including Paragraphs 24, 25, and 26 of this Order). Any Challenge Action filed shall prohibit application of this paragraph only to the extent of the specific matters set forth in such Challenge Action on the date of filing.

29. The respective legal and equitable claims, counterclaims, defenses and/or rights of offset and setoff of the Prepetition SWK Secured Parties in response to any such Challenge Action are reserved, and the ability of a party to commence a Challenge Action shall in no event

revive, renew or reinstate any applicable statute of limitations which may have expired prior to the date of commencement of such Challenge Action. Despite the commencement of a Challenge Action, the prepetition claims and Liens of the Prepetition SWK Secured Parties shall be deemed valid, binding, properly perfected, enforceable, non-avoidable, not subject to disallowance under section 502(d) of the Bankruptcy Code and not subject to subordination under section 510 of the Bankruptcy Code until such time as a final and non-appealable judgment and order is entered sustaining such Challenge Action in favor of the plaintiffs therein. Notwithstanding anything to the contrary contained in this Order, the Court expressly reserves the right to unwind any discretionary roll-up of Prepetition SWK Obligations into post-petition DIP Credit Facility obligations that is contemplated to be approved upon entry of the Final Order, or to order other appropriate relief against the Prepetition SWK Secured Parties in the event there is a timely and successful Challenge Action by any party in interest to the validity, enforceability, extent, perfection or priority of the Prepetition SWK Liens or the amount, validity, or enforceability of the Prepetition SWK Obligations.

30. Upon any closing of the 363 Sale, the Winning Bidder is directed to pay the amounts payable under the 363 Sale asset purchase agreement directly to the DIP Agent, for immediate application to the DIP Credit Facility obligations and Prepetition SWK Obligations, subject to payment of the Carve-Out, which application shall become infeasible with respect to any DIP Credit Facility Obligations and Prepetition SWK Obligations that are not subject to a timely Challenge Action commenced prior to the expiration of the Challenge Period.

31. In making decisions to advance any extensions of credit to the Debtor pursuant to the DIP Credit Facility or in taking any other actions reasonably related to this Order or the DIP Credit Facility Documents (including, without limitation, the exercise of its approval rights with

respect to any budget), DIP Agent and the DIP Secured Parties shall have no liability to any third party and shall not be deemed to be in control of the operations of the Debtor or to be acting as a “control person”, “responsible person” or other “owner or operator” with respect to the operation or management of the Debtor (as such terms, or any similar terms, are used in the Internal Revenue Code, the United States Comprehensive Environmental Response Compensation and Liability Act, as amended, or any similar Federal or state statute), and the DIP Agent and the DIP Secured Parties’ relationship with the Debtor shall not constitute or be deemed to constitute a joint venture or partnership of any kind between the DIP Secured Parties and the Debtor.

32. This Order shall be binding upon and inure to the benefit of the DIP Agent, the DIP Secured Parties, the Prepetition SWK Secured Parties, the Debtor, and their respective successors and assigns, including, without limitation, any trustee, responsible officer, examiner, estate administrator or representative, or similar person appointed in a case for the Debtor under any chapter of the Bankruptcy Code. Except as set forth herein with respect to a Challenge Action and the Carve-Out, no rights are created under this Order for the benefit of any creditor of the Debtor, any other party in interest in the Debtor’s bankruptcy case, or any other persons or entities, or any direct, indirect or incidental beneficiaries thereof.

33. Any order dismissing this Chapter 11 Case under section 1112 or otherwise shall be deemed to provide (in accordance with sections 105 and 349 of the Bankruptcy Code) that (a) the DIP Secured Parties’ liens and security interests in the DIP Collateral shall continue in full force and effect notwithstanding such dismissal until the DIP Credit Facility obligations are indefeasibly paid and satisfied in full, in cash; and (b) this Court shall retain jurisdiction, to the extent permissible under applicable law, notwithstanding such dismissal, for the purposes of

enforcing the DIP Superpriority Claim, the DIP Credit Liens, the Prepetition SWK Adequate Protection Liens, and the Prepetition SWK Adequate Protection Claims.

34. To the extent that any of the provisions of this Order shall conflict with any provisions of the DIP Term Sheet, or with any order of the Court authorizing the Debtor to continue the use of prepetition bank accounts, cash management systems, treasury management systems, or business forms, or any similar orders, this Order is deemed to control and supersede the conflicting provisions therein.

35. The terms and conditions of this Order shall be effective and immediately enforceable upon its entry by the Clerk of the Court notwithstanding any potential application of Fed. R. Bankr. P. 6004(h) or otherwise. Furthermore, to the extent applicable, the notice requirements and/or stays imposed by Fed R. Bankr. P. 4001(a)(3), 6003(b), and 6004(a) are hereby waived for good and sufficient cause.

36. Nothing in this Order shall preclude the Court from entering a Final Order containing provisions inconsistent with or contrary to the provisions of this Order, provided, however, that the DIP Secured Parties and Prepetition SWK Secured Parties shall be entitled to the benefits and protections of this Order, including (a) the adequate protection afforded to the Prepetition SWK Secured Parties set forth in this Order, and (b) the protections afforded pursuant to section 364(e), with respect to all loans, advances, and other financial accommodations made by them pursuant to this Order. The DIP Credit Lien, the priority afforded the Interim DIP Advances, and the adequate protection afforded to the Prepetition SWK Secured Parties, as set forth in this Order, shall be binding on the Debtor and any successor trustee or trustees even if this Order is reversed or modified on appeal with respect to all loans, advances, and other financial accommodations made by them pursuant to this Order. Except as

provided herein, no Proceeds, Cash Collateral or Carve-Out may be used by any party in interest seeking to modify any of the rights granted to DIP Agent hereunder or in the DIP Credit Facility Documents.

37. The Debtor and the DIP Agent may implement non-material modifications of the DIP Term Sheet without the need for notice or further approval of the Court, provided, however, that copies of such amendments will be provided to the U.S. Trustee and the Statutory Committee (if any). The Debtor and the DIP Agent may implement material modifications of the DIP Term Sheet on at least seven (7) calendar days prior notice to the Statutory Committee (if any) and the U.S. Trustee, and any proposed material modification that is objected to within such period shall only be implemented to the extent approved by the Court.

38. The Debtor is authorized to do and perform all acts, to make, execute and deliver all instruments and documents, and to pay all fees and expenses that may be required or necessary for the Debtor's performance under this Order or the DIP Credit Facility Documents, including, without limitation, (a) the execution of the DIP Credit Facility Documents, (b) the payment of the fees and other expenses described herein or in the DIP Credit Facility Documents as such become due, including, without limitation, agent fees, commitment fees, letter of credit fees, and facility fees.

39. The Court has considered and determined the matters addressed herein pursuant to its powers under the Bankruptcy Code, including the power to authorize the Debtor to obtain credit on terms and conditions to which the Debtor and DIP Agent have agreed. Thus, each of the terms and conditions constitutes a part of the authorization under sections 364 of the Bankruptcy Code, and is, therefore, subject to the protections contained in section 364(e) of the Bankruptcy Code, regardless of (i) any stay, modification, amendment, vacation, or reversal of

this Order or the DIP Credit Facility Documents or any term hereunder or thereunder; (ii) the failure to obtain a final order pursuant to Bankruptcy Rule 4001(c)(2), or (iii) the dismissal or conversion of this chapter 11 case.

40. A final hearing with respect to the Motion is scheduled for July ____, 2018 at _____m. (ET) (the "Final Hearing") before the Honorable Laurie S. Silverstein, United States Bankruptcy Judge. The Debtor shall promptly mail copies of this Order (which shall constitute adequate notice of the Final Hearing) to the parties having been given notice of the Interim Hearing and to any other party that has filed a Rule 2002 request for service. Any party in interest objecting to the relief sought at the Final Hearing shall file written objections, and serve them on (i) the Debtor's proposed counsel, Bayard, P.A., attn: Justin Alberto, 600 N. King Street, Suite 400, Wilmington, DE 19899; (ii) the DIP Secured Parties' counsel, Holland & Knight LLP, attn: Brent McIlwain, 200 Crescent Court, Suite 1600, Dallas, TX 75201 and Young Conaway Stargatt & Taylor, LLP , attn: Matthew Lunn, 1000 North King Street, Wilmington, DE 19801; and (iii) the U.S. Trustee, attn: Jaclyn Weissgerber, 844 King Street, Suite 2207, Wilmington, DE 19801, on or before 4:00 p.m. (ET) on July __, 2018.

Dated: June 14, 2018
Wilmington, DE

HONORABLE LAURIE S. SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

Interim Approved Budget

ABT Molecular Imaging, Inc.Weekly Cash Flow Projections
(\$ in thousands)

Weekly Cash Flow Projections (\$ in thousands)	Begins 6/13/2018														Total
	Week 1 16-Jun	Week 2 23-Jun	Week 3 30-Jun	Week 4 7-Jul	Week 5 14-Jul	Week 6 21-Jul	Week 7 28-Jul	Week 8 4-Aug	Week 9 11-Aug	Week 10 18-Aug	Week 11 25-Aug	Week 12 1-Sep	Week 13 8-Sep	Week 14 15-Sep	
Week Ending:															
Cash Receipts															
Consumables and Service	-	-	-	37,443	37,443	37,443	37,443	39,918	39,918	39,918	39,918	39,918	39,918	39,918	429,195
New Order Deposits															-
FATs / Shipments	-	-	-	-	-	-	405,000	-	-	-	-	-	-	-	405,000
SATs	-	-	66,640	-	-	-	215,500	-	-	-	450,000	-	-	-	732,140
Total Cash Receipts	-	-	66,640	37,443	37,443	37,443	657,943	39,918	39,918	39,918	489,918	39,918	39,918	39,918	1,566,335
Cash Disbursements															
<u>Operating Expenses</u>															
Payroll and taxes	-	(69,681)	(20,900)	(69,681)	(20,900)	(69,681)	(20,900)	(69,681)	(20,900)	(69,681)	(20,900)	(69,681)	(20,900)	(69,681)	(613,165)
Employee Benefits	(8,200)	(8,200)	(8,200)	(8,200)	(8,200)	(8,200)	(8,200)	(8,200)	(8,200)	(8,200)	(8,200)	(8,200)	(8,200)	(8,200)	(114,800)
Facility expenses	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(70,000)
Travel - Sales and Admin	-	(5,800)	(13,200)	(4,000)	(3,000)	(4,000)	(13,500)	(6,550)	(2,000)	(5,000)	(6,800)	(6,800)	(6,800)	(6,800)	(84,250)
Travel - Service	(4,500)	(4,500)	(4,500)	(4,500)	(4,500)	(4,500)	(4,500)	(4,500)	(4,500)	(4,500)	(4,500)	(4,500)	(4,500)	(4,500)	(63,000)
Installation Costs	(8,000)	(8,000)	(8,000)	(24,000)	(8,000)	(8,000)	(8,000)	(32,000)	(8,000)	(8,000)	(8,000)	(8,000)	(8,000)	(8,000)	(152,000)
Insurance Costs		(5,700)				(5,700)				(5,700)				(5,700)	(22,800)
Inventory	(38,719)	(72,969)	(38,719)	(38,719)	(31,219)	(17,219)	(17,219)	(17,219)	(17,219)	(17,219)	(17,219)	(17,219)	(17,219)	(17,219)	(375,311)
Consultants	-	-	-	(18,000)	(7,000)	-	-	-	(18,000)	(7,000)	-	-	(18,000)	(7,000)	(75,000)
Critical Vendor Payables		(55,207)			(123,660)										(178,867)
Other	(18,084)	(5,451)	(6,290)	(6,900)	(5,133)	(10,584)	(5,133)	(17,500)	(15,833)	(5,106)	(5,133)	(5,133)	(5,133)	(5,133)	(116,548)
	(82,503)	(240,507)	(104,808)	(178,999)	(216,612)	(132,883)	(82,452)	(160,649)	(99,652)	(135,405)	(75,752)	(124,533)	(93,752)	(137,233)	(1,865,741)
<u>Bankruptcy Expenses</u>															
Bayard	(27,972)	(50,000)	(50,000)	(50,000)	(27,972)	(27,972)	(27,972)	(27,972)	(27,972)	(27,972)	(27,972)	(27,972)	(27,972)	(27,972)	(457,692)
SSG Capital Advisors	(25,000)				(25,000)					(25,000)					(75,000)
Lender Counsel	(21,333)	(21,333)	(21,333)	(21,333)	(21,333)	(21,333)	(21,333)	(21,333)	(21,333)	(21,333)	(21,333)	(21,333)	(21,333)	(21,333)	(298,667)
Committee Professionals	(3,846)	(3,846)	(3,846)	(3,846)	(3,846)	(3,846)	(3,846)	(3,846)	(3,846)	(3,846)	(3,846)	(3,846)	(3,846)	(3,846)	(53,844)
Claims, Noticing & Balloting Agent	(8,846)	(8,846)	(8,846)	(8,846)	(8,846)	(8,846)	(8,846)	(8,846)	(8,846)	(8,846)	(8,846)	(8,846)	(8,846)	(8,846)	(123,846)
U.S. Trustee	-	-	-	-	-	-	(20,000)	-	-	-	-	-	-	-	(20,000)
Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	(86,997)	(84,025)	(84,025)	(84,025)	(86,997)	(61,997)	(81,997)	(61,997)	(61,997)	(86,997)	(61,997)	(61,997)	(61,997)	(61,997)	(1,029,049)
Total Cash Disbursements	(169,500)	(324,533)	(188,834)	(263,025)	(303,609)	(194,881)	(164,449)	(222,647)	(161,649)	(222,403)	(137,749)	(186,530)	(155,749)	(199,230)	(2,894,790)
Total Weekly Cash Flow	(169,500)	(324,533)	(122,194)	(225,582)	(266,167)	(157,438)	493,493	(182,729)	(121,732)	(182,485)	352,168	(146,613)	(115,832)	(159,313)	(1,328,455)
Beginning Cash Balance	272,860	103,360	(0)	(0)	(0)	(0)	(0)	493,493	310,764	189,032	6,547	358,715	212,103	96,271	272,860
Net Cash Flow	(169,500)	(324,533)	(122,194)	(225,582)	(266,167)	(157,438)	493,493	(182,729)	(121,732)	(182,485)	352,168	(146,613)	(115,832)	(159,313)	(1,328,455)
DIP Advances	-	221,172	122,194	225,582	266,167	157,438								63,042	1,055,595
Ending Cash Balance	103,360	(0)	(0)	(0)	(0)	(0)	493,493	310,764	189,032	6,547	358,715	212,103	96,271	0	0

Exhibit B

DIP Term Sheet

**ABT Molecular Imaging, Inc.
Terms and Conditions of
Proposed Senior Secured, Super-Priority
Debtor-in-Possession Credit Facility**

*The terms outlined below in this Terms and Conditions (this “**DIP Term Sheet**”) are the terms and conditions for a senior secured, super-priority debtor-in-possession credit facility (hereinafter referred to as the “**DIP Facility**”) to be made available to the Debtor (as defined below). This DIP Term Sheet, the Interim Order (as defined below), and the Final Order (as defined below) shall collectively constitute the exclusive and definitive documentation and agreement among the parties for the DIP Facility (the “**DIP Financing Documents**”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in: (i) that certain Second Lien Credit Agreement by and among SWK and Debtor, dated as of October 10, 2014 (as such agreement may be modified, amended, or restated from time to time, the “**Pre-Petition Second Lien Credit Agreement**”); or (ii) that certain Loan and Security Agreement, dated March 16, 2011, by and among the Debtor and SWK (as successor in interest to Square 1 Bank) (as such agreement may be modified, amended, or restated from time to time, the “**Pre-Petition First Lien Credit Agreement**” and collectively, with the Pre-Petition Second Lien Credit Agreement, the “**Pre-Petition Credit Agreements**”).*

Borrower: ABT Molecular Imaging, Inc. (the “**Debtor**”).

Amount and Type of Facility: After entry of the Final Order (as defined below), the DIP Facility will consist of a consolidated, delay draw term loan in the aggregate principal amount of \$4,000,000, (the “**DIP Loan Commitment**”), which amount is inclusive of certain amounts outstanding under the Pre-Petition Credit Agreements that were advanced from and after January 1, 2018 (estimated to be approximately \$2.35 million) (the “**DIP Facility**”).

Agent: SWK Funding LLC (“**SWK**”).

DIP Lenders: SWK Funding LLC (the “**DIP Lenders**”).

Borrowing Availability: All new advances under the DIP Facility shall be limited by the Budget, unless the Termination Date shall have occurred before any such date.

The availability under the DIP Facility may be reduced by reserves as may be established by SWK in its reasonable discretion from time to time to reflect, among other things, contingencies or risks that may materially impact the DIP Collateral, the liens of SWK and the DIP Lenders upon such DIP Collateral, or the business and operations of the Debtor.

Budget and Variances: Subject to the Budget Variances (as defined below) (i) the Debtor’s Budget line items for cash receipts and cash disbursements (excluding fees and expenses of third party professionals engaged by or for the benefit of Debtor or the DIP Lenders (collectively, “**Professional Fees**”)) shall each be adhered to, by line item, on a weekly basis and a cumulative

basis for the Budget (as defined below) period then ending as described below, provided, however, that amounts not disbursed in a line item shall be deemed to roll over to subsequent weeks and (ii) the Debtor's disbursements for Professional Fees (which shall be reported in a manner so that Professional Fees for each retained professional shall be reflected on its own line item) shall be adhered to on a cumulative basis for that portion of the Budget period then ending, except as to the DIP Lenders' Professional Fees (which DIP Lender Professional Fees shall not be limited by the Budget).

Actual amounts for each cash receipt and cash disbursement from operations line items (which shall not and does not include any Professional Fees) may not vary from the applicable Budget (including any amounts deemed to roll over from a previous week due to not being spent) by (i) more than ten percent (10%) by line item on weekly basis; or (iii) five percent (5%) by line item on a cumulative basis for that portion of the Budget period then ended; provided, however, that the line item for "Travel Service" may vary by a greater amount to the extent necessary to respond to valid warranty requests, which amount shall be as reasonably agreed by the Debtor and SWK (collectively, the "**Budget Variances**").

On or before the third business day of each week, commencing with the first week following the Petition Date, the Debtor shall deliver to SWK an Approved Budget Variance Report.

Fees:

Debtor agrees to pay the costs and expenses of SWK as set forth in the Section titled "Agent Fees and Expenses" below.

Termination Date:

The earliest to occur of: (a) the Maturity Date (as defined below); (b) thirty-one (31) days after the Petition Date (as defined below) if the Final Order has not been entered; (c) acceleration of the obligations under the DIP Facility; (d) the effective date of a confirmed plan of reorganization or liquidation that provides for indefeasible payment in full, in cash of all obligations owing under the DIP Facility and is otherwise acceptable to SWK in its sole discretion; (e) the date which is the closing date of any sale of all or substantially all of the Debtor's assets; (f) the entry of an order by the Bankruptcy Court (as defined below) (i) granting relief from the automatic stay permitting foreclosure of any assets of the Debtor with a value in excess of \$100,000 in the aggregate, (ii) granting any motion by SWK to terminate the use of cash collateral or lift the stay or otherwise exercise remedies against any cash collateral, (iii) appointing a trustee or an examiner with special powers, or (iv) dismissing or converting the Chapter 11 Case (as defined below); (g) the filing or support by Debtor of a plan of reorganization that (i) does not provide for indefeasible payment in full, in cash of all

obligations owing under the DIP Facility and (ii) is not otherwise acceptable to SWK in its sole discretion; and (h) entry of a Bankruptcy Court order granting liens or claims that are senior or *pari passu* to the liens securing the DIP Facility. The date on which the earliest of clauses (a) through (h) above occurs and SWK provides notice thereof to the Debtor being referred to hereinafter as the “**Termination Date**.” On the Termination Date, the DIP Facility shall be deemed terminated, and SWK shall have no further obligation to provide financing pursuant to the DIP Facility or DIP Financing Documents.

**Non-Default Interest Rate
and Payment Terms:**

Interest on all outstanding advances under the DIP Facility shall accrue from and after the Petition Date at a per annum rate equal to the non-default rate of interest in force under the Pre-Petition First Lien Credit Agreement as of the Petition Date (the “**Non-Default Interest Rate**”).

Interest with respect to any outstanding obligations under the Pre-Petition Credit Agreements shall, to the extent permitted by applicable bankruptcy law, accrue from and after the Petition Date at the rate of interest set forth in the applicable Pre-Petition Credit Agreements.

**Default Interest Rate
And Letter of Credit Fees:**

Effective immediately upon the occurrence of an Event of Default unless waived in writing by SWK, interest on the outstanding loans under the DIP Facility shall accrue at a rate that is 2% per annum in excess of the Non-Default Interest Rate.

Loan Payments:

The Debtor promises and agrees to pay to SWK and the DIP Lenders all DIP Facility advances, together with interest thereon accruing pursuant to the DIP Financing Documents, in full, in cash, at the times set forth in the DIP Financing Documents, but no later than the Termination Date.

All unpaid principal, interest, fees, costs and expenses on the DIP Facility shall be due and payable in full by the Debtor on the Termination Date, whether at maturity, upon acceleration or otherwise and if such amounts are not paid in full in cash, interest, fees, costs, and expenses in respect of the DIP Facility shall continue to accrue until paid in full.

Use Of Proceeds:

Proceeds of the DIP Facility shall be used solely for the following purposes (and to the extent identified in the Budget): (a) to fund, after application of all other available cash, post-petition operating expenses and working capital needs of the Debtor, including, but not limited to, those activities required to remain in, or return to, compliance with laws in accordance with 28 U.S.C. § 1930; (b) to pay interest, fees and expenses to SWK in accordance with this DIP Term Sheet (whether or not such amounts are reflected in the Budget); (c) to fund fees and expenses incurred in connection with the 363 Sale (as defined

below) or confirmation of the ABT Plan (as defined below); (d) to pay permitted pre-petition claim payments and adequate protection payments, if any; (e) to pay Professional Fees provided for in the Budget; and (f) to pay certain other costs and expenses of administration of the Chapter 11 Case.

Proceeds of the DIP Facility or cash collateral shall not be used (a) to permit the Debtor, or any other party-in-interest or their representatives to challenge or otherwise contest or institute any proceeding to determine (i) the validity, perfection or priority of security interests in favor of SWK, the Pre-Petition Agent, the Pre-Petition Lenders or the DIP Lenders or (ii) the enforceability of the obligations of the Debtor or any guarantor under the Pre-Petition Credit Agreements, any other Pre-Petition Loan Documents, or the DIP Facility, (b) to investigate, commence, prosecute or defend (or support any other person or entity in investigating, commencing, prosecuting, or defending) any claim, motion, proceeding or cause of action against SWK, the Pre-Petition Agent, the Pre-Petition Lenders, or the DIP Lenders and their agents, attorneys, advisors or representatives including, without limitation, any lender liability claims or subordination claims, (c) to investigate, commence, prosecute or defend (or support any other person or entity in investigating, commencing, prosecuting, or defending) any claim or proceeding or cause of action to disallow or challenge the obligations of the Debtor or any guarantor under Pre-Petition Credit Agreements, any other Pre-Petition Loan Documents or the DIP Financing Documents, or (d) to fund acquisitions, capital expenditures, capital leases, or any other similar expenditure other than capital expenditures specifically set forth in the Budget and approved by SWK, provided that a Committee (if any) and its professionals shall be permitted to investigate the liens, claims, and potential causes of action against the Pre-Petition Lenders in connection with the Pre-Petition Credit Agreement, with such investigation fees not to exceed \$10,000.

**Cash Management
Collections and Remittances:**

The Debtor shall use a cash management system that is the same as or substantially similar to its pre-petition cash management system. Any material changes from such pre-petition cash management system must be acceptable to SWK in its sole discretion. The Interim Order and Final Order shall provide SWK and the DIP Lenders with a valid and enforceable lien and security interest on the cash held in the Debtor's bank accounts.

For the purpose of crediting the Debtor's loan account and calculating interest, all items of payment shall be deemed applied by SWK one (1) Business Day following the Business Day of SWK's receipt thereof.

Pre-Petition Obligations:

As of the date of this DIP Term Sheet, the Debtor owes certain obligations under the Pre-Petition Credit Agreements and other Pre-Petition Loan Documents. The lenders party to any of the

Pre-Petition Credit Agreements are herein referred to collectively as the “**Pre-Petition Lenders**” and each individually a “**Pre-Petition Lender**”) and SWK, in its role as Agent for the Pre-Petition Lenders, is hereinafter referred to as the “**Pre-Petition Agent**.”

Upon entry of the Final Order, any amounts advanced to the Debtor in respect of any of the Pre-Petition Credit Agreements from and after January 1, 2018 (including accrued, unpaid interest from the Petition Date) shall be deemed obligations under the DIP Facility.

**Super-Priority
Administrative Claim:**

Amounts owed by Debtor to SWK pursuant to the DIP Facility (including all accrued interest, fees, costs and expenses) shall constitute, in accordance with Section 364(c)(1) of the Bankruptcy Code (as defined below), a claim having priority over any or all administrative expenses of the kind specified in, among other sections, Sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 726, 1113, or 1114 of the Bankruptcy Code, subject to payment of the Carve Out.

Collateral Security:

The DIP Facility (including accrued interest, fees, costs and expenses) shall be secured, subject and subordinate to any valid, properly perfected, enforceable, non-avoidable prior liens and security interests existing as of the Petition Date that are senior to the liens and security interests in favor of the Pre-Petition Agent and/or the Pre-Petition Lenders, subject to payment of the Carve Out, by first priority senior and priming liens and security interests (the “**DIP Liens**”) in all of the Debtor’s property, including, without limitation, all of Debtor’s existing and future acquired property and interests of any nature whatsoever, real and personal, tangible and intangible, accounts receivable, general intangibles, payment intangibles, supporting obligations, investment property, commercial tort claims, inventory, rolling stock, machinery, equipment, subsidiary capital stock, chattel paper, documents, instruments, deposit accounts, contract rights, and tax refunds of the Debtor, excluding only Avoidance Actions, but including, subject to entry of the Final Order, Avoidance Proceeds (collectively, the “**DIP Collateral**”).

**Lien Validation
and Perfection:**

All liens authorized and granted pursuant to the Interim Order or the Final Order entered by the Bankruptcy Court approving the DIP Facility or with respect to adequate protection shall be deemed effective and perfected as of the Petition Date, and no further filing, notice or act will be required to effect such perfection.

The Debtor shall stipulate in the Interim Order and Final Order that (i) the liens of the Pre-Petition Agent and the other Pre-Petition Lenders securing the Pre-Petition Credit Facility are valid, perfected, encumber all assets of the Debtor, and have first

priority and (ii) the Debtor possesses no claims, offsets or any other type cause of action against the Pre-Petition Agent or any of the Pre-Petition Lenders that would impair, in any manner, the liens of the Pre-Petition Agent or any of the Pre-Petition Lenders against the Debtor's assets or the obligations of the Debtor to the Pre-Petition Agent and Pre-Petition Lenders under the Pre-Petition Credit Facility. The Debtor's stipulations shall be binding upon all parties in interest in the Chapter 11 Case, including any committee that is appointed, unless (i) an adversary proceeding is filed (x) by any party-in-interest prior to the expiration of seventy-five (75) days after the Petition Date or (y) by the creditors' committee, if formed, sixty (60) days after its formation (the "**Review Period**") against the Pre-Petition Agent or the Pre-Petition Lenders (as applicable) challenging the Pre-Petition Agent or the Pre-Petition Lender's liens (as applicable) or otherwise asserting estate claims against the Pre-Petition Agent or the Pre-Petition Lenders (as applicable), and (ii) a final, non-appealable judgment is entered against the Pre-Petition Agent or the Pre-Petition Lenders (as applicable) in such adversary proceeding; provided, however, any party-in-interest that fails to file an adversary proceeding within the Review Period shall be forever barred from asserting any claims against the Pre-Petition Agent and the Pre-Petition Lenders on behalf of the Debtor's estate, or challenging in any manner the liens and claims of the Pre-Petition Agent or the Pre-Petition Lenders against the Debtor.

Release of Claims

In consideration of the furnishing of the DIP Facility, the Debtor, subject to the rights of another party to bring a Challenge Action during the Review Period, and upon entry of the Final Order, hereby absolutely releases and forever discharges each of the Pre-Petition Agent and Pre-Petition Lenders and their affiliates, officers, directors, employees, attorneys, and other representatives from any and all claims and causes of action of every kind and nature that the Debtor may hold against such released parties.

506(c) Surcharge/Equities of Case

Upon entry of the Final Order, the Debtor hereby waives any right to surcharge the prepetition collateral securing the Pre-Petition Credit Agreements or DIP Collateral, whether pursuant to Bankruptcy Code sections 506(c) or 105(a) or under any other applicable law.

Upon entry of the Final Order, SWK, the DIP Lenders, the Pre-Petition Agent and the Pre-Petition Lenders shall not be subject to the "equities-of-the case" exception of Bankruptcy Code section 552(b), or to the equitable doctrines of "marshaling" or any similar claim or doctrine with respect to any DIP Collateral or collateral securing the Pre-Petition Credit Agreements.

Adequate Protection:

As adequate protection and in consideration for being primed by the DIP Lenders' claims and liens, to the extent of diminution in the Pre-Petition Lenders' interests in the Debtors' collateral securing the amounts due under the Pre-Petition Credit Agreements following the Petition Date on account of granting the Super-Priority Administrative Claim, granting the DIP Liens, the Debtor's use of the Pre-Petition Credit Agreements (including any cash collateral), the subordination of the Pre-Petition Credit Agreement liens thereto and to the Carve Out, the imposition or enforcement of the automatic stay under 11 U.S.C. § 362(a) of the Bankruptcy Code, and/or otherwise pursuant to sections 361(a), 363(c) and 364(d)(1) of the Bankruptcy Code, the Pre-Petition Agent and Pre-Petition Lenders (a) shall receive a claim having priority over any and all expenses of the kind specified in, among other sections of the Bankruptcy Code, Sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 726, and 1114, subject to payment of the Carve Out and subject to the super-priority administrative claims of SWK and the DIP Lenders under the DIP Facility; and (b) shall have valid, binding, enforceable and perfected liens in all DIP Collateral, subject to payment of the Carve Out and the DIP Liens (the "**SWK Adequate Protection Liens**").

The SWK Adequate Protection Liens granted herein in favor of the Pre-Petition Agent and Pre-Petition Lenders shall not encumber Avoidance Actions, but, subject to entry of the Final Order, shall encumber Avoidance Proceeds.

Agent Fees and Expenses:

Debtor shall promptly pay or reimburse SWK when invoiced for all reasonable costs and expenses of counsel (including, without limitation, local counsel) and financial advisors for SWK relating to the DIP Facility and the administration and interpretation of, and the enforcement of remedies under, the DIP Facility, regardless of whether such amounts were incurred prior to or after the Petition Date, including but not limited to, due-diligence, duplication or printing costs, consultation, travel, and attendance at court hearings, regardless of whether the DIP Facility is consummated. SWK shall have the right to charge the DIP Facility for any such fees and costs. Failure to pay such fees and expenses within ten Business Days of delivery of the applicable invoice shall be an Event of Default under the DIP Facility, provided that SWK shall concurrently provide copies of any invoices to the U.S. Trustee and the Committee and allow such parties at least five Business Days to review and object to any fees or expenses requested therein. If any objection is asserted, the Bankruptcy Court shall decide the issue and the Debtor shall not be required to pay any disputed portion of such fees or expenses until the matter is resolved.

**Conditions Precedent to Initial
DIP Facility Advance:**

The closing of the DIP Facility shall be subject to (a) approval of the Interim Budget (as defined below) and Budget by SWK, together with all financial information and projections regarding the Debtor requested by SWK, all in form and substance satisfactory to SWK in its sole discretion, (b) entry of an Interim Order and the Final Order approving the DIP Facility, its superpriority administrative claims and all first priority (subject only to the Carve Out) and other liens securing the DIP Facility, and containing such other orders and findings as SWK may require, including automatic modification of the automatic stay upon the occurrence of an Event of Default enabling SWK to exercise certain rights and remedies against the DIP Collateral, which Interim Order or Final Order, as applicable, shall not have been modified or amended without approval of SWK, and shall not have been reversed, vacated or stayed pending appeal, in form and substance satisfactory to SWK in its sole discretion, (c) SWK's approval of all material motions and orders filed in the Chapter 11 Case requiring the expenditure of cash, (d) continuation of Debtor's present cash management system, and (e) the form and substance of this DIP Term Sheet shall be satisfactory to SWK in its sole discretion.

**Additional Conditions to Each
Borrowing Under the
DIP Facility:**

The funding of each DIP Facility advance shall be subject to the following conditions precedent: (a) There shall exist no Event of Default (or event that would constitute an Event of Default with the giving of notice or lapse of time) under any of the DIP Financing Documents, and the representations and warranties therein shall be true and correct in all material respects; (b) There shall have occurred no material adverse change in the Debtor's operations (financial, environmental, or otherwise), performance, or properties (other than as a result of the commencement of the Chapter 11 Cases), since the date of this DIP Term Sheet, that has or could be expected to have a material adverse effect on the rights and remedies of SWK or on the ability of the Debtor to perform its obligations under the DIP Facility; (c) Compliance with Bankruptcy Rule 4001 and any applicable Local Bankruptcy Rules, the entry of the Interim Order and the Final Order (as applicable), together with any other order requested by SWK authorizing and approving the DIP Facility in form, substance and amount and providing for the DIP Collateral, all acceptable to SWK in its sole discretion; (d) Payment of all fees and expenses owing to SWK in connection with the DIP Facility; (e) SWK shall be reasonably satisfied that Debtor is continuing to take action and demonstrating progress toward the Milestones. and (f) The DIP Financing Documents and the Interim and Final Orders shall include such waivers, indemnities, and other provisions as are acceptable to SWK in its sole discretion.

**Affirmative and
Negative**

Debtor shall comply with the following affirmative and negative covenants: (a) compliance with Budget covenants

Covenants:

consistent with the section titled “Budget and Variances,” (b) the Debtor shall, from and after the Petition Date, satisfy the Milestones; (c) the Debtor shall, contemporaneously with closing a sale of substantially all of its assets, remit the net proceeds of such sale to SWK for immediate application to the obligations owed to SWK, the DIP Lenders, and the Pre-Petition Lenders, subject to payment of the Carve Out and any agreed wind-down budget; and (d) the Debtor shall not take (or refrain from taking) any action that could reasonably be expected to have a Material Adverse Effect.

Bankruptcy Court Filings:

As soon as practicable in advance of filing with the Bankruptcy Court, Debtor shall furnish to SWK (i) the motion seeking approval of and proposed forms of the Interim Order and the Final Order, which motion shall be in form and substance satisfactory to SWK in its sole discretion, (ii) the motions seeking approval of the bidding procedures and the 363 Sale, and the proposed forms of the orders related thereto, which shall be in form and substance satisfactory to SWK, (iii) all other proposed orders and pleadings related to the DIP Facility, which orders and pleadings shall be in form and substance satisfactory to SWK in its sole discretion, (iv) any plan of reorganization or liquidation, and/or any disclosure statement related to such plan (which plan or disclosure statement shall comply with the requirements set forth herein), which shall be in form and substance satisfactory to SWK in its sole discretion, (v) any motion and proposed form of order seeking to extend or otherwise modify the Debtor’s exclusive periods set forth in section 1121 of the Bankruptcy Code, (vi) any motion seeking approval of any sale of the Debtor’s assets and any proposed form of a related bidding procedures order and sale order (other than those with respect to the bidding procedures and the 363 Sale), and (vii) any other motion filed seeking approval of any matter requiring material expenditures of DIP Collateral (each of which must be in form and substance satisfactory to SWK in its sole discretion).

Sale Process:

The Debtor shall conduct a sale process for the sale of substantially all of the assets of the Debtor in accordance with the Milestones defined below.

The management team of the Debtor shall oversee the sale process on behalf of the Debtor and shall exercise its commercially reasonable best efforts to provide SWK with access to all potential bidders and other interested parties and any information provided to the Debtor by such parties.

In addition to the reporting required under the Pre-Petition Credit Agreement, the Debtor shall, upon request, provide or cause to be provided to SWK a written report, in form and substance satisfactory to SWK, addressing the status of the

marketing and sale process of the Debtor. Debtor shall also cause its management team to be made available to provide periodic telephonic updates of such reports to SWK from time to time, as reasonably requested by SWK.

Milestones. The Debtor shall be required to comply with the following (the “**Milestones**”):

(a) On or within two days of the Petition Date, or such later date to which SWK consents in writing in its sole discretion, the Debtor shall file a motion, in form and substance acceptable to SWK, requesting entry of the Sale Procedure Order (as defined below).

(b) On or before the date that is thirty-one (31) days after the Petition Date, or such later date to which SWK consents in writing in its sole discretion:

- i. the Bankruptcy Court shall have entered the Sale Procedure Order; and
- ii. the Debtor shall have filed the ABT Plan and its corresponding disclosure statement.

(c) On or before the date that is sixty-six (66) days after the Petition Date, or such later date to which SWK consents in writing in its sole discretion, the Bankruptcy Court shall have either:

- i. Entered the Sale Order approving the 363 sale; or
- ii. Entered an order approving the disclosure statement corresponding to the ABT Plan and scheduled a hearing to consider confirmation of the ABT Plan.

(d) If the Debtor has proceeded with the 363 Sale, on or before the date that is three (3) days after entry of the Sale Order, provided that the Bankruptcy Court has waived the stay imposed by Bankruptcy Rule 6004(h) or such later date to which SWK consents in writing in its sole discretion, the Sale shall be closed, with proceeds of the Sale paid directly to SWK to be applied to the obligations under the DIP Facility and Pre-Petition Credit Agreements, subject to payment of the Carve Out.

(e) If the Debtor is proceeding with confirmation of the ABT Plan, on or before the date that is one hundred and one (101) days after the Petition Date, the Court shall have entered

an order confirming the ABT Plan.

Notwithstanding anything to the contrary herein, the Bankruptcy Court may set dates with respect to the Milestones beyond the outer dates specified above to accommodate its own schedule and to the extent the Bankruptcy Court makes such an extension, the Milestones hereunder shall be automatically extended by the same period as the Bankruptcy Court's extension.

SWK shall have the right to "credit bid" any secured obligations owed to it in any sale of the Debtor's assets.

Remedies:

Following the Termination Date and provided that the Bankruptcy Court does not enter any order to the contrary within five Business Days' following the Debtor's receipt of a Default Notice as defined below, SWK shall have customary remedies, including, without limitation, the right to realize on all DIP Collateral, the right to exercise any remedy available under applicable law, without the necessity of obtaining any further relief or order from the Bankruptcy Court. Consistent with the foregoing sentence, section 362 relief from the stay in favor of SWK shall be embodied in any order approving the DIP Facility and the use of cash collateral.

Events of Default:

Defaults and Events of Default shall mean the occurrence of any of the following:

- Either Peter Kingma or Michael Templin shall cease to be employed by the Debtor.
- The Chapter 11 Case shall be converted to a case under Chapter 7 of the Bankruptcy Code or be dismissed or a motion requesting such relief shall have been filed.
- Filing or support of a proposed plan of reorganization by the Debtor that does not provide for the indefeasible payment in full and in cash of Debtor's obligations outstanding under the DIP Facility, unless otherwise agreed in writing by SWK in its sole discretion.
- Entry of an order confirming (or the filing of any motion or pleading requesting confirmation of) a plan of reorganization that does not require the indefeasible repayment in full, in cash of the DIP Facility as of the effective date of the plan, unless otherwise agreed in writing by SWK in its sole discretion.
- Appointment of a trustee under Section 1104 of the Bankruptcy Code without the express written consent of SWK, or the filing of any motion or other pleading requesting such relief which the Debtor fails to timely oppose.

- Appointment of an examiner with enlarged powers (powers beyond those set forth in Section 1106(a)(3) and (4) of the Bankruptcy Code) under Section 1106(b) of the Bankruptcy Code without the prior written consent of SWK, or the filing of a motion or other pleading requesting such relief which the Debtor fails to timely oppose.
- Entry of an order by the Bankruptcy Court amending, supplementing, staying, vacating or otherwise modifying the DIP Facility, the Interim Order or Final Order approving the DIP Facility, without the prior written consent of SWK or the filing of a motion or other pleading requesting such relief which the Debtor fails to timely oppose.
- Any attempt by Debtor to obtain, or if any other party in interest obtains, an order of the Bankruptcy Court or other judgment, and the effect of such order or judgment is to, invalidate, reduce or otherwise impair SWK's claims, or to subject any of SWK's collateral to a surcharge pursuant to Section 506(c) of the Bankruptcy Code.
- The Debtor shall request approval of any postpetition financing, other than the DIP Facility, that would not immediately repay all DIP Facility obligations, in full, in cash, on the date of the closing of such postpetition financing.
- Debtor shall apply for an order substituting any assets for all or any portion of the DIP Collateral.
- Entry of an order granting liens or claims that are senior or *pari passu* to the liens granted in favor of SWK and/or the DIP Lenders under the DIP Financing Documents.
- Any party in interest (including the Debtor) shall assert that any of the DIP Liens are invalid, or any DIP Liens granted to the DIP Agent or DIP Lender shall be determined to be invalid.
- Any payment on, or application for authority to pay any pre-petition claim owing to terminated employees or lease rejection damages without prior written consent of SWK or as otherwise set forth in the Budget.
- If at any time prior to the conclusion of the sale process, SSG ceases to be engaged by the Debtor, ceases to be involved in the sales process, or the sales process is halted without the DIP Agent's consent.
- A final order is entered granting any creditor with a claim in excess of \$100,000 relief from the automatic stay.
- Failure to make all payments under the DIP Facility when due.

- Failure to pay any post-petition material indebtedness.
- Breach of any covenant set forth in any DIP Financing Document.
- Any material representation or warranty by Debtor is incorrect or misleading in any material respect when made.
- Exclusivity shall have been terminated or the Debtor shall have agreed to any such termination.
- After entry thereof, either of the Sale Procedure Order or the Sale Order shall cease to be in full force and effect, shall have been reversed, stayed, vacated or subject to stay pending appeal or shall have been modified or amended without the prior written consent of SWK.
- Debtor shall take (or support any other Person in taking) any action in order to restrict or prohibit SWK or any DIP Lender or Pre-Petition Lender from submitting a “credit bid” for any assets of the Debtor.
- Any Challenge Action (as such term is defined in the interim or final order approving the DIP Facility) is commenced against the Pre-Petition Agent or any Pre-Petition Lender.
- The commencement of an action or filing of a motion challenging the rights and remedies of SWK or the DIP Lenders under the DIP Financing Documents or that is otherwise inconsistent with the DIP Financing Documents.
- The Debtor fails to disburse the sale proceeds to the DIP Lenders contemporaneously with the closing of the 363 Sale, subject to payment of the Carve Out.

Indemnification:

The Debtor shall indemnify and hold SWK, the DIP Lenders, and their officers, directors, employees and agents (including all of their professionals) (each an “**Indemnified Party**”) harmless from and against any and all claims, damages, losses, liabilities and expenses (including, without limitation, all fees and disbursements of attorneys and other professionals) to which any Indemnified Party may become liable or which may be incurred by or asserted against any Indemnified Party, in each case in connection with or arising out of or by reason of any investigation, litigation or proceeding arising out of or relating to or in connection with the DIP Facility, the DIP Financing Documents, any obligation, or any act, event or transaction related or attendant thereto or any use or intended use of the proceeds of the DIP Facility, except to the extent the same is found in a final, nonappealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party’s gross negligence or willful misconduct. The indemnification terms and conditions of the Pre-Petition Credit Agreements are hereby incorporated in this DIP Term Sheet.

Governing Law:

All documentation in connection with the DIP Facility shall be governed by the laws of the state of New York, subject to applicable federal bankruptcy laws.

Other Definitions:

“**363 Sale**” means the sale of all or substantially all of the assets of the Debtor under Section 363 of the Bankruptcy Code.

“**ABT Plan**” means a chapter 11 plan for the Debtor containing terms satisfactory to SWK in its sole discretion.

“**Approved Budget Variance Report**” means a current report that: (i) details the actual amount of cash receipts and disbursements for the prior week for each line item included in the Budget (on a weekly and cumulative basis), (ii) compares such actual cash receipts and disbursements (on a line item by line item basis) with the weekly and cumulative budgeted amounts for each such line item set forth in the Budget for such period, and (iii) provides an explanation for all variances between budgeted and actual amounts. Each Approved Budget Variance Report will be certified as true and correct by the Debtor’s chief financial officer or chief executive officer.

“**Auction**” means an auction held in connection with the 363 Sale and in accordance with the provisions set forth in the Sale Procedure Order.

“**Avoidance Actions**” means any causes of action that could be brought under §§ 544-548 of the Bankruptcy Code or any applicable state fraudulent-transfer statute or similar statute.

“**Avoidance Proceeds**” means the proceeds received from, or property recovered in respect of, Avoidance Actions.

“**Bankruptcy Code**” means Title 11 of the United States Code (11 U.S.C. § 101 et seq.), as amended.

“**Bankruptcy Court**” means the United States Bankruptcy Court for the District of Delaware presiding over the Chapter 11 Case.

“**Budget**” means the budget of Debtor relative to the operations of the Debtor in the Chapter 11 Case for any fiscal period, as delivered to SWK in form and substance satisfactory to SWK. A Budget for the first 8 weeks of the Chapter 11 Case (the “**Interim Budget**”) must be approved by SWK and must be attached to the Interim Order. A Budget covering the period from the date of entry of the Final Order through the Maturity Date must be delivered by the Debtor to SWK (and approved by SWK in its sole discretion) at least two Business Days before any hearing related to final approval of the DIP Facility and must be attached to the Final Order.

“**Carve Out**” means:

- (a) unpaid, postpetition fees and expenses of the Clerk of

the Court and the U.S. Trustee pursuant to 28 U.S.C. § 1930(a) (collectively, the “**Statutory Fees**”);

(b) the unpaid postpetition fees and expenses of the professionals retained by the Debtor and by the Committee (if any), whose retentions are approved pursuant to final orders of the Court under sections 327, 328, 363 or 1103(a) of the Bankruptcy Code (the “**Chapter 11 Professionals**”), but only to the extent that such fees and expenses are (i) incurred prior to a Termination Event, (ii) within the amounts set forth in the Budget approved by SWK for such Chapter 11 Professional as of the date of the Termination Event, and (iii) subsequently allowed by the Bankruptcy Court under sections 330, 331, or 363 of the Bankruptcy Code;

(c) postpetition fees and expenses of the Chapter 11 Professionals incurred after the occurrence of a Termination Event in an aggregate amount not to exceed \$25,000, to the extent such fees and expenses are subsequently allowed by the Bankruptcy Court under sections 330, 331, or 363 of the Bankruptcy Code.

Provided, however, that (a) the Carve Out shall only be available to pay fees and expenses set forth herein to the extent that unencumbered funds are not otherwise available; and (b) in no event shall the Carve-Out for each Chapter 11 Professional exceed the amounts for postpetition fees set forth for such professional in the Budget as of the applicable date of determination.

Provided, further, however, that the Carve Out for Chapter 11 Professional fees shall be first paid from any retainers or any professional expense escrow account established by the Debtor.

The Carve Out shall not include payment for any fees and expenses, if any, of the Chapter 11 Professionals incurred directly or indirectly, in respect of, arising from or relating to:

(i) the initiation, joinder, support, or prosecution of any action contesting the indebtedness owed to SWK, the DIP Lenders, the Pre-Petition Agent, or the Pre-Petition Lenders, or the validity of any liens granted to SWK, the DIP Lenders, the Pre-Petition Agent, or the Pre-Petition Lenders;

(ii) preventing, hindering or otherwise delaying (or supporting any other person or entity in preventing, hindering or otherwise delaying), whether directly or indirectly, the exercise by SWK or the Pre-Petition Agent of any of its rights and remedies under the Interim Order, Final Order, or documents comprising the DIP Facility, DIP Financing Documents, Pre-Petition Credit Agreements, or other Pre-Petition Loan Documents;

(iii) the commencement, support, or prosecution of any action or proceeding of any claims, causes of action or defenses against SWK, the DIP Lenders, the Pre-Petition Agent, the Pre-Petition Lenders or any of their respective officers, directors, employees, agents, attorneys, affiliates, successors or assigns, including, without limitation, any attempt to recover or avoid any claim or interest from SWK, the DIP Lenders, the Pre-Petition Agent, or the Pre-Petition Lender;

(iv) any request to borrow money other than pursuant to the terms of the Interim Order, the Final Order, or the DIP Financing Documents;

(v) with respect to the Debtor, any of the Debtor's Chapter 11 Professionals, or any of their successors or assigns (including, without limitation, any trustee, responsible officer, examiner, estate administrator or representative or similar person appointed in a case for the Debtor under any chapter of the Bankruptcy Code) performing or commencing any investigation or litigation (whether threatened or pending) by the Debtor with respect to any matter released or to be released, waived, or to be waived, or specified as not subject to challenge by the Debtor pursuant to the Interim Order or Final Order; or

(vi) for any other purpose for which proceeds of the DIP Facility may not be used pursuant to this DIP Term Sheet.

“Chapter 11 Case” means the voluntary Chapter 11 case commenced by the Debtor in the Bankruptcy Court.

“Committee” means any statutory committee appointed in the Chapter 11 Case.

“Final Order” means a final, non-appealable order of the Bankruptcy Court, that, without limitation, approves the DIP Facility and grants the liens and security interests contained therein, on terms satisfactory to SWK in its sole discretion.

“Interim Order” means an interim order of the Bankruptcy Court authorizing Debtor, among other things, to obtain interim financing and incur post-petition indebtedness on terms satisfactory to SWK in its sole discretion.

“Material Adverse Effect” means (a) a material adverse change in, or a material adverse effect upon, the operations, business, assets, properties, liabilities (actual or contingent) or condition (financial or otherwise) of the Debtor; (b) a material impairment of the rights and remedies of any of the DIP Agent, DIP Lender, Pre-Petition Agent, or Pre-Petition Lenders under any of the DIP Financing Documents, Pre-Petition Credit

Agreements, or other Pre-Petition Loan Documents, (c) a material impairment of the Debtor to perform any of its obligations under the DIP Financing Documents, Pre-Petition Credit Agreements, or other Pre-Petition Loan Documents, or (d) a material adverse effect upon the legality, validity, binding effect, or enforceability against the Debtor of any of the DIP Financing Documents, Pre-Petition Credit Agreements, or other Pre-Petition Loan Documents.

“Maturity Date” means the date that is one hundred- five (105) days after the Petition Date, or such later date to which SWK consents in writing.

“Petition Date” means the date on which the Chapter 11 Case for such Debtor was filed with the Bankruptcy Court.

“Pre-Petition Loan Documents” means, collectively, each of the Pre-Petition Credit Agreements, and each other document relating to, and executed in connection with, the credit facilities governed by the Pre-Petition Credit Agreements.

“Sale” means a sale of all or substantially all of the Debtor’s assets.

“Sale Order” means the order entered by the Bankruptcy Court in form and substance satisfactory to SWK (in its sole discretion) that, among other things, approves the 363 Sale, the results of the Auction (if applicable) and the Winning Bidder’s bid.

“Sale Procedure Order” means an order in form and substance satisfactory to SWK approving the bidding procedures to be applicable to the 363 Sale.

“SSG” means SSG Advisors, LLC.

“Termination Event” means the occurrence of the earlier of:

- (i) an Event of Default under the DIP Facility; or
- (ii) the Debtor’s failure to comply with the terms of the DIP Financing Documents (including, without limitation, their failure to comply with the Budget, subject to any approved variances).

“Third-Party Asset Purchase Agreement” means an asset purchase agreement by and among the Debtor and a third party purchaser that provides for the purchase and sale of substantially all of the assets of the Debtor, which third party purchaser and asset purchase agreement are satisfactory to SWK in its sole discretion.

“Winning Bidder” means the bidder that (a) agrees (at the Auction if applicable) to purchase all or substantially all of the assets of the Debtor pursuant to a Third-Party Asset Purchase Agreement, and (b) is acceptable to SWK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first set forth above.

BORROWER:

ABT MOLECULAR IMAGING, INC.

By: _____

Name: Peter Kingma

Title: Chief Executive Officer



AGENT:
SWK FUNDING LLC

By: /s/ Winston Black
Name: Winston Black
Title: Chief Executive Officer

LENDER:
SWK FUNDING LLC

By: /s/ Winston Black
Name: Winston Black
Title: Chief Executive Officer

EXHIBIT B

DIP Term Sheet

ABT Molecular Imaging, Inc.
Terms and Conditions of
Proposed Senior Secured, Super-Priority
Debtor-in-Possession Credit Facility

*The terms outlined below in this Terms and Conditions (this “**DIP Term Sheet**”) are the terms and conditions for a senior secured, super-priority debtor-in-possession credit facility (hereinafter referred to as the “**DIP Facility**”) to be made available to the Debtor (as defined below). This DIP Term Sheet, the Interim Order (as defined below), and the Final Order (as defined below) shall collectively constitute the exclusive and definitive documentation and agreement among the parties for the DIP Facility (the “**DIP Financing Documents**”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in: (i) that certain Second Lien Credit Agreement by and among SWK and Debtor, dated as of October 10, 2014 (as such agreement may be modified, amended, or restated from time to time, the “**Pre-Petition Second Lien Credit Agreement**”); or (ii) that certain Loan and Security Agreement, dated March 16, 2011, by and among the Debtor and SWK (as successor in interest to Square 1 Bank) (as such agreement may be modified, amended, or restated from time to time, the “**Pre-Petition First Lien Credit Agreement**” and collectively, with the Pre-Petition Second Lien Credit Agreement, the “**Pre-Petition Credit Agreements**”).*

Borrower: ABT Molecular Imaging, Inc. (the “**Debtor**”).

Amount and Type of Facility: After entry of the Final Order (as defined below), the DIP Facility will consist of a consolidated, delay draw term loan in the aggregate principal amount of \$4,000,000, (the “**DIP Loan Commitment**”), which amount is inclusive of certain amounts outstanding under the Pre-Petition Credit Agreements that were advanced from and after January 1, 2018 (estimated to be approximately \$2.35 million) (the “**DIP Facility**”).

Agent: SWK Funding LLC (“**SWK**”).

DIP Lenders: SWK Funding LLC (the “**DIP Lenders**”).

Borrowing Availability: All new advances under the DIP Facility shall be limited by the Budget, unless the Termination Date shall have occurred before any such date.

The availability under the DIP Facility may be reduced by reserves as may be established by SWK in its reasonable discretion from time to time to reflect, among other things, contingencies or risks that may materially impact the DIP Collateral, the liens of SWK and the DIP Lenders upon such DIP Collateral, or the business and operations of the Debtor.

Budget and Variances: Subject to the Budget Variances (as defined below) (i) the Debtor’s Budget line items for cash receipts and cash disbursements (excluding fees and expenses of third party professionals engaged by or for the benefit of Debtor or the DIP Lenders (collectively, “**Professional Fees**”)) shall each be adhered to, by line item, on a weekly basis and a cumulative

basis for the Budget (as defined below) period then ending as described below, provided, however, that amounts not disbursed in a line item shall be deemed to roll over to subsequent weeks and (ii) the Debtor's disbursements for Professional Fees (which shall be reported in a manner so that Professional Fees for each retained professional shall be reflected on its own line item) shall be adhered to on a cumulative basis for that portion of the Budget period then ending, except as to the DIP Lenders' Professional Fees (which DIP Lender Professional Fees shall not be limited by the Budget).

Actual amounts for each cash receipt and cash disbursement from operations line items (which shall not and does not include any Professional Fees) may not vary from the applicable Budget (including any amounts deemed to roll over from a previous week due to not being spent) by (i) more than ten percent (10%) by line item on weekly basis; or (iii) five percent (5%) by line item on a cumulative basis for that portion of the Budget period then ended; provided, however, that the line item for "Travel Service" may vary by a greater amount to the extent necessary to respond to valid warranty requests, which amount shall be as reasonably agreed by the Debtor and SWK (collectively, the "**Budget Variances**").

On or before the third business day of each week, commencing with the first week following the Petition Date, the Debtor shall deliver to SWK an Approved Budget Variance Report.

Fees:

Debtor agrees to pay the costs and expenses of SWK as set forth in the Section titled "Agent Fees and Expenses" below.

Termination Date:

The earliest to occur of: (a) the Maturity Date (as defined below); (b) thirty-one (31) days after the Petition Date (as defined below) if the Final Order has not been entered; (c) acceleration of the obligations under the DIP Facility; (d) the effective date of a confirmed plan of reorganization or liquidation that provides for indefeasible payment in full, in cash of all obligations owing under the DIP Facility and is otherwise acceptable to SWK in its sole discretion; (e) the date which is the closing date of any sale of all or substantially all of the Debtor's assets; (f) the entry of an order by the Bankruptcy Court (as defined below) (i) granting relief from the automatic stay permitting foreclosure of any assets of the Debtor with a value in excess of \$100,000 in the aggregate, (ii) granting any motion by SWK to terminate the use of cash collateral or lift the stay or otherwise exercise remedies against any cash collateral, (iii) appointing a trustee or an examiner with special powers, or (iv) dismissing or converting the Chapter 11 Case (as defined below); (g) the filing or support by Debtor of a plan of reorganization that (i) does not provide for indefeasible payment in full, in cash of all

obligations owing under the DIP Facility and (ii) is not otherwise acceptable to SWK in its sole discretion; and (h) entry of a Bankruptcy Court order granting liens or claims that are senior or *pari passu* to the liens securing the DIP Facility. The date on which the earliest of clauses (a) through (h) above occurs and SWK provides notice thereof to the Debtor being referred to hereinafter as the “**Termination Date**.” On the Termination Date, the DIP Facility shall be deemed terminated, and SWK shall have no further obligation to provide financing pursuant to the DIP Facility or DIP Financing Documents.

Non-Default Interest Rate and Payment Terms:

Interest on all outstanding advances under the DIP Facility shall accrue from and after the Petition Date at a per annum rate equal to the non-default rate of interest in force under the Pre-Petition First Lien Credit Agreement as of the Petition Date (the “**Non-Default Interest Rate**”).

Interest with respect to any outstanding obligations under the Pre-Petition Credit Agreements shall, to the extent permitted by applicable bankruptcy law, accrue from and after the Petition Date at the rate of interest set forth in the applicable Pre-Petition Credit Agreements.

Default Interest Rate And Letter of Credit Fees:

Effective immediately upon the occurrence of an Event of Default unless waived in writing by SWK, interest on the outstanding loans under the DIP Facility shall accrue at a rate that is 2% per annum in excess of the Non-Default Interest Rate.

Loan Payments:

The Debtor promises and agrees to pay to SWK and the DIP Lenders all DIP Facility advances, together with interest thereon accruing pursuant to the DIP Financing Documents, in full, in cash, at the times set forth in the DIP Financing Documents, but no later than the Termination Date.

All unpaid principal, interest, fees, costs and expenses on the DIP Facility shall be due and payable in full by the Debtor on the Termination Date, whether at maturity, upon acceleration or otherwise and if such amounts are not paid in full in cash, interest, fees, costs, and expenses in respect of the DIP Facility shall continue to accrue until paid in full.

Use Of Proceeds:

Proceeds of the DIP Facility shall be used solely for the following purposes (and to the extent identified in the Budget): (a) to fund, after application of all other available cash, post-petition operating expenses and working capital needs of the Debtor, including, but not limited to, those activities required to remain in, or return to, compliance with laws in accordance with 28 U.S.C. § 1930; (b) to pay interest, fees and expenses to SWK in accordance with this DIP Term Sheet (whether or not such amounts are reflected in the Budget); (c) to fund fees and expenses incurred in connection with the 363 Sale (as defined

below) or confirmation of the ABT Plan (as defined below); (d) to pay permitted pre-petition claim payments and adequate protection payments, if any; (e) to pay Professional Fees provided for in the Budget; and (f) to pay certain other costs and expenses of administration of the Chapter 11 Case.

Proceeds of the DIP Facility or cash collateral shall not be used (a) to permit the Debtor, or any other party-in-interest or their representatives to challenge or otherwise contest or institute any proceeding to determine (i) the validity, perfection or priority of security interests in favor of SWK, the Pre-Petition Agent, the Pre-Petition Lenders or the DIP Lenders or (ii) the enforceability of the obligations of the Debtor or any guarantor under the Pre-Petition Credit Agreements, any other Pre-Petition Loan Documents, or the DIP Facility, (b) to investigate, commence, prosecute or defend (or support any other person or entity in investigating, commencing, prosecuting, or defending) any claim, motion, proceeding or cause of action against SWK, the Pre-Petition Agent, the Pre-Petition Lenders, or the DIP Lenders and their agents, attorneys, advisors or representatives including, without limitation, any lender liability claims or subordination claims, (c) to investigate, commence, prosecute or defend (or support any other person or entity in investigating, commencing, prosecuting, or defending) any claim or proceeding or cause of action to disallow or challenge the obligations of the Debtor or any guarantor under Pre-Petition Credit Agreements, any other Pre-Petition Loan Documents or the DIP Financing Documents, or (d) to fund acquisitions, capital expenditures, capital leases, or any other similar expenditure other than capital expenditures specifically set forth in the Budget and approved by SWK, provided that a Committee (if any) and its professionals shall be permitted to investigate the liens, claims, and potential causes of action against the Pre-Petition Lenders in connection with the Pre-Petition Credit Agreement, with such investigation fees not to exceed \$10,000.

**Cash Management
Collections and Remittances:**

The Debtor shall use a cash management system that is the same as or substantially similar to its pre-petition cash management system. Any material changes from such pre-petition cash management system must be acceptable to SWK in its sole discretion. The Interim Order and Final Order shall provide SWK and the DIP Lenders with a valid and enforceable lien and security interest on the cash held in the Debtor's bank accounts.

For the purpose of crediting the Debtor's loan account and calculating interest, all items of payment shall be deemed applied by SWK one (1) Business Day following the Business Day of SWK's receipt thereof.

Pre-Petition Obligations:

As of the date of this DIP Term Sheet, the Debtor owes certain obligations under the Pre-Petition Credit Agreements and other Pre-Petition Loan Documents. The lenders party to any of the

Pre-Petition Credit Agreements are herein referred to collectively as the “**Pre-Petition Lenders**” and each individually a “**Pre-Petition Lender**”) and SWK, in its role as Agent for the Pre-Petition Lenders, is hereinafter referred to as the “**Pre-Petition Agent**.”

Upon entry of the Final Order, any amounts advanced to the Debtor in respect of any of the Pre-Petition Credit Agreements from and after January 1, 2018 (including accrued, unpaid interest from the Petition Date) shall be deemed obligations under the DIP Facility.

**Super-Priority
Administrative Claim:**

Amounts owed by Debtor to SWK pursuant to the DIP Facility (including all accrued interest, fees, costs and expenses) shall constitute, in accordance with Section 364(c)(1) of the Bankruptcy Code (as defined below), a claim having priority over any or all administrative expenses of the kind specified in, among other sections, Sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 726, 1113, or 1114 of the Bankruptcy Code, subject to payment of the Carve Out.

Collateral Security:

The DIP Facility (including accrued interest, fees, costs and expenses) shall be secured, subject and subordinate to any valid, properly perfected, enforceable, non-avoidable prior liens and security interests existing as of the Petition Date that are senior to the liens and security interests in favor of the Pre-Petition Agent and/or the Pre-Petition Lenders, subject to payment of the Carve Out, by first priority senior and priming liens and security interests (the “**DIP Liens**”) in all of the Debtor’s property, including, without limitation, all of Debtor’s existing and future acquired property and interests of any nature whatsoever, real and personal, tangible and intangible, accounts receivable, general intangibles, payment intangibles, supporting obligations, investment property, commercial tort claims, inventory, rolling stock, machinery, equipment, subsidiary capital stock, chattel paper, documents, instruments, deposit accounts, contract rights, and tax refunds of the Debtor, excluding only Avoidance Actions, but including, subject to entry of the Final Order, Avoidance Proceeds (collectively, the “**DIP Collateral**”).

**Lien Validation
and Perfection:**

All liens authorized and granted pursuant to the Interim Order or the Final Order entered by the Bankruptcy Court approving the DIP Facility or with respect to adequate protection shall be deemed effective and perfected as of the Petition Date, and no further filing, notice or act will be required to effect such perfection.

The Debtor shall stipulate in the Interim Order and Final Order that (i) the liens of the Pre-Petition Agent and the other Pre-Petition Lenders securing the Pre-Petition Credit Facility are valid, perfected, encumber all assets of the Debtor, and have first

priority and (ii) the Debtor possesses no claims, offsets or any other type cause of action against the Pre-Petition Agent or any of the Pre-Petition Lenders that would impair, in any manner, the liens of the Pre-Petition Agent or any of the Pre-Petition Lenders against the Debtor's assets or the obligations of the Debtor to the Pre-Petition Agent and Pre-Petition Lenders under the Pre-Petition Credit Facility. The Debtor's stipulations shall be binding upon all parties in interest in the Chapter 11 Case, including any committee that is appointed, unless (i) an adversary proceeding is filed (x) by any party-in-interest prior to the expiration of seventy-five (75) days after the Petition Date or (y) by the creditors' committee, if formed, sixty (60) days after its formation (the "**Review Period**") against the Pre-Petition Agent or the Pre-Petition Lenders (as applicable) challenging the Pre-Petition Agent or the Pre-Petition Lender's liens (as applicable) or otherwise asserting estate claims against the Pre-Petition Agent or the Pre-Petition Lenders (as applicable), and (ii) a final, non-appealable judgment is entered against the Pre-Petition Agent or the Pre-Petition Lenders (as applicable) in such adversary proceeding; provided, however, any party-in-interest that fails to file an adversary proceeding within the Review Period shall be forever barred from asserting any claims against the Pre-Petition Agent and the Pre-Petition Lenders on behalf of the Debtor's estate, or challenging in any manner the liens and claims of the Pre-Petition Agent or the Pre-Petition Lenders against the Debtor.

Release of Claims

In consideration of the furnishing of the DIP Facility, the Debtor, subject to the rights of another party to bring a Challenge Action during the Review Period, and upon entry of the Final Order, hereby absolutely releases and forever discharges each of the Pre-Petition Agent and Pre-Petition Lenders and their affiliates, officers, directors, employees, attorneys, and other representatives from any and all claims and causes of action of every kind and nature that the Debtor may hold against such released parties.

506(c) Surcharge/Equities of Case

Upon entry of the Final Order, the Debtor hereby waives any right to surcharge the prepetition collateral securing the Pre-Petition Credit Agreements or DIP Collateral, whether pursuant to Bankruptcy Code sections 506(c) or 105(a) or under any other applicable law.

Upon entry of the Final Order, SWK, the DIP Lenders, the Pre-Petition Agent and the Pre-Petition Lenders shall not be subject to the "equities-of-the case" exception of Bankruptcy Code section 552(b), or to the equitable doctrines of "marshaling" or any similar claim or doctrine with respect to any DIP Collateral or collateral securing the Pre-Petition Credit Agreements.

Adequate Protection:

As adequate protection and in consideration for being primed by the DIP Lenders' claims and liens, to the extent of diminution in the Pre-Petition Lenders' interests in the Debtors' collateral securing the amounts due under the Pre-Petition Credit Agreements following the Petition Date on account of granting the Super-Priority Administrative Claim, granting the DIP Liens, the Debtor's use of the Pre-Petition Credit Agreements (including any cash collateral), the subordination of the Pre-Petition Credit Agreement liens thereto and to the Carve Out, the imposition or enforcement of the automatic stay under 11 U.S.C. § 362(a) of the Bankruptcy Code, and/or otherwise pursuant to sections 361(a), 363(c) and 364(d)(1) of the Bankruptcy Code, the Pre-Petition Agent and Pre-Petition Lenders (a) shall receive a claim having priority over any and all expenses of the kind specified in, among other sections of the Bankruptcy Code, Sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 726, and 1114, subject to payment of the Carve Out and subject to the super-priority administrative claims of SWK and the DIP Lenders under the DIP Facility; and (b) shall have valid, binding, enforceable and perfected liens in all DIP Collateral, subject to payment of the Carve Out and the DIP Liens (the "**SWK Adequate Protection Liens**").

The SWK Adequate Protection Liens granted herein in favor of the Pre-Petition Agent and Pre-Petition Lenders shall not encumber Avoidance Actions, but, subject to entry of the Final Order, shall encumber Avoidance Proceeds.

Agent Fees and Expenses:

Debtor shall promptly pay or reimburse SWK when invoiced for all reasonable costs and expenses of counsel (including, without limitation, local counsel) and financial advisors for SWK relating to the DIP Facility and the administration and interpretation of, and the enforcement of remedies under, the DIP Facility, regardless of whether such amounts were incurred prior to or after the Petition Date, including but not limited to, due-diligence, duplication or printing costs, consultation, travel, and attendance at court hearings, regardless of whether the DIP Facility is consummated. SWK shall have the right to charge the DIP Facility for any such fees and costs. Failure to pay such fees and expenses within ten Business Days of delivery of the applicable invoice shall be an Event of Default under the DIP Facility, provided that SWK shall concurrently provide copies of any invoices to the U.S. Trustee and the Committee and allow such parties at least five Business Days to review and object to any fees or expenses requested therein. If any objection is asserted, the Bankruptcy Court shall decide the issue and the Debtor shall not be required to pay any disputed portion of such fees or expenses until the matter is resolved.

**Conditions Precedent to Initial
DIP Facility Advance:**

The closing of the DIP Facility shall be subject to (a) approval of the Interim Budget (as defined below) and Budget by SWK, together with all financial information and projections regarding the Debtor requested by SWK, all in form and substance satisfactory to SWK in its sole discretion, (b) entry of an Interim Order and the Final Order approving the DIP Facility, its superpriority administrative claims and all first priority (subject only to the Carve Out) and other liens securing the DIP Facility, and containing such other orders and findings as SWK may require, including automatic modification of the automatic stay upon the occurrence of an Event of Default enabling SWK to exercise certain rights and remedies against the DIP Collateral, which Interim Order or Final Order, as applicable, shall not have been modified or amended without approval of SWK, and shall not have been reversed, vacated or stayed pending appeal, in form and substance satisfactory to SWK in its sole discretion, (c) SWK's approval of all material motions and orders filed in the Chapter 11 Case requiring the expenditure of cash, (d) continuation of Debtor's present cash management system, and (e) the form and substance of this DIP Term Sheet shall be satisfactory to SWK in its sole discretion.

**Additional Conditions to Each
Borrowing Under the
DIP Facility:**

The funding of each DIP Facility advance shall be subject to the following conditions precedent: (a) There shall exist no Event of Default (or event that would constitute an Event of Default with the giving of notice or lapse of time) under any of the DIP Financing Documents, and the representations and warranties therein shall be true and correct in all material respects; (b) There shall have occurred no material adverse change in the Debtor's operations (financial, environmental, or otherwise), performance, or properties (other than as a result of the commencement of the Chapter 11 Cases), since the date of this DIP Term Sheet, that has or could be expected to have a material adverse effect on the rights and remedies of SWK or on the ability of the Debtor to perform its obligations under the DIP Facility; (c) Compliance with Bankruptcy Rule 4001 and any applicable Local Bankruptcy Rules, the entry of the Interim Order and the Final Order (as applicable), together with any other order requested by SWK authorizing and approving the DIP Facility in form, substance and amount and providing for the DIP Collateral, all acceptable to SWK in its sole discretion; (d) Payment of all fees and expenses owing to SWK in connection with the DIP Facility; (e) SWK shall be reasonably satisfied that Debtor is continuing to take action and demonstrating progress toward the Milestones. and (f) The DIP Financing Documents and the Interim and Final Orders shall include such waivers, indemnities, and other provisions as are acceptable to SWK in its sole discretion.

**Affirmative and
Negative**

Debtor shall comply with the following affirmative and negative covenants: (a) compliance with Budget covenants

Covenants:

consistent with the section titled “Budget and Variances,” (b) the Debtor shall, from and after the Petition Date, satisfy the Milestones; (c) the Debtor shall, contemporaneously with closing a sale of substantially all of its assets, remit the net proceeds of such sale to SWK for immediate application to the obligations owed to SWK, the DIP Lenders, and the Pre-Petition Lenders, subject to payment of the Carve Out and any agreed wind-down budget; and (d) the Debtor shall not take (or refrain from taking) any action that could reasonably be expected to have a Material Adverse Effect.

Bankruptcy Court Filings:

As soon as practicable in advance of filing with the Bankruptcy Court, Debtor shall furnish to SWK (i) the motion seeking approval of and proposed forms of the Interim Order and the Final Order, which motion shall be in form and substance satisfactory to SWK in its sole discretion, (ii) the motions seeking approval of the bidding procedures and the 363 Sale, and the proposed forms of the orders related thereto, which shall be in form and substance satisfactory to SWK, (iii) all other proposed orders and pleadings related to the DIP Facility, which orders and pleadings shall be in form and substance satisfactory to SWK in its sole discretion, (iv) any plan of reorganization or liquidation, and/or any disclosure statement related to such plan (which plan or disclosure statement shall comply with the requirements set forth herein), which shall be in form and substance satisfactory to SWK in its sole discretion, (v) any motion and proposed form of order seeking to extend or otherwise modify the Debtor’s exclusive periods set forth in section 1121 of the Bankruptcy Code, (vi) any motion seeking approval of any sale of the Debtor’s assets and any proposed form of a related bidding procedures order and sale order (other than those with respect to the bidding procedures and the 363 Sale), and (vii) any other motion filed seeking approval of any matter requiring material expenditures of DIP Collateral (each of which must be in form and substance satisfactory to SWK in its sole discretion).

Sale Process:

The Debtor shall conduct a sale process for the sale of substantially all of the assets of the Debtor in accordance with the Milestones defined below.

The management team of the Debtor shall oversee the sale process on behalf of the Debtor and shall exercise its commercially reasonable best efforts to provide SWK with access to all potential bidders and other interested parties and any information provided to the Debtor by such parties.

In addition to the reporting required under the Pre-Petition Credit Agreement, the Debtor shall, upon request, provide or cause to be provided to SWK a written report, in form and substance satisfactory to SWK, addressing the status of the

marketing and sale process of the Debtor. Debtor shall also cause its management team to be made available to provide periodic telephonic updates of such reports to SWK from time to time, as reasonably requested by SWK.

Milestones. The Debtor shall be required to comply with the following (the “**Milestones**”):

(a) On or within two days of the Petition Date, or such later date to which SWK consents in writing in its sole discretion, the Debtor shall file a motion, in form and substance acceptable to SWK, requesting entry of the Sale Procedure Order (as defined below).

(b) On or before the date that is thirty-one (31) days after the Petition Date, or such later date to which SWK consents in writing in its sole discretion:

- i. the Bankruptcy Court shall have entered the Sale Procedure Order; and
- ii. the Debtor shall have filed the ABT Plan and its corresponding disclosure statement.

(c) On or before the date that is sixty-six (66) days after the Petition Date, or such later date to which SWK consents in writing in its sole discretion, the Bankruptcy Court shall have either:

- i. Entered the Sale Order approving the 363 sale; or
- ii. Entered an order approving the disclosure statement corresponding to the ABT Plan and scheduled a hearing to consider confirmation of the ABT Plan.

(d) If the Debtor has proceeded with the 363 Sale, on or before the date that is three (3) days after entry of the Sale Order, provided that the Bankruptcy Court has waived the stay imposed by Bankruptcy Rule 6004(h) or such later date to which SWK consents in writing in its sole discretion, the Sale shall be closed, with proceeds of the Sale paid directly to SWK to be applied to the obligations under the DIP Facility and Pre-Petition Credit Agreements, subject to payment of the Carve Out.

(e) If the Debtor is proceeding with confirmation of the ABT Plan, on or before the date that is one hundred and one (101) days after the Petition Date, the Court shall have entered

an order confirming the ABT Plan.

Notwithstanding anything to the contrary herein, the Bankruptcy Court may set dates with respect to the Milestones beyond the outer dates specified above to accommodate its own schedule and to the extent the Bankruptcy Court makes such an extension, the Milestones hereunder shall be automatically extended by the same period as the Bankruptcy Court's extension.

SWK shall have the right to "credit bid" any secured obligations owed to it in any sale of the Debtor's assets.

Remedies:

Following the Termination Date and provided that the Bankruptcy Court does not enter any order to the contrary within five Business Days' following the Debtor's receipt of a Default Notice as defined below, SWK shall have customary remedies, including, without limitation, the right to realize on all DIP Collateral, the right to exercise any remedy available under applicable law, without the necessity of obtaining any further relief or order from the Bankruptcy Court. Consistent with the foregoing sentence, section 362 relief from the stay in favor of SWK shall be embodied in any order approving the DIP Facility and the use of cash collateral.

Events of Default:

Defaults and Events of Default shall mean the occurrence of any of the following:

- Either Peter Kingma or Michael Templin shall cease to be employed by the Debtor.
- The Chapter 11 Case shall be converted to a case under Chapter 7 of the Bankruptcy Code or be dismissed or a motion requesting such relief shall have been filed.
- Filing or support of a proposed plan of reorganization by the Debtor that does not provide for the indefeasible payment in full and in cash of Debtor's obligations outstanding under the DIP Facility, unless otherwise agreed in writing by SWK in its sole discretion.
- Entry of an order confirming (or the filing of any motion or pleading requesting confirmation of) a plan of reorganization that does not require the indefeasible repayment in full, in cash of the DIP Facility as of the effective date of the plan, unless otherwise agreed in writing by SWK in its sole discretion.
- Appointment of a trustee under Section 1104 of the Bankruptcy Code without the express written consent of SWK, or the filing of any motion or other pleading requesting such relief which the Debtor fails to timely oppose.

- Appointment of an examiner with enlarged powers (powers beyond those set forth in Section 1106(a)(3) and (4) of the Bankruptcy Code) under Section 1106(b) of the Bankruptcy Code without the prior written consent of SWK, or the filing of a motion or other pleading requesting such relief which the Debtor fails to timely oppose.
- Entry of an order by the Bankruptcy Court amending, supplementing, staying, vacating or otherwise modifying the DIP Facility, the Interim Order or Final Order approving the DIP Facility, without the prior written consent of SWK or the filing of a motion or other pleading requesting such relief which the Debtor fails to timely oppose.
- Any attempt by Debtor to obtain, or if any other party in interest obtains, an order of the Bankruptcy Court or other judgment, and the effect of such order or judgment is to, invalidate, reduce or otherwise impair SWK's claims, or to subject any of SWK's collateral to a surcharge pursuant to Section 506(c) of the Bankruptcy Code.
- The Debtor shall request approval of any postpetition financing, other than the DIP Facility, that would not immediately repay all DIP Facility obligations, in full, in cash, on the date of the closing of such postpetition financing.
- Debtor shall apply for an order substituting any assets for all or any portion of the DIP Collateral.
- Entry of an order granting liens or claims that are senior or *pari passu* to the liens granted in favor of SWK and/or the DIP Lenders under the DIP Financing Documents.
- Any party in interest (including the Debtor) shall assert that any of the DIP Liens are invalid, or any DIP Liens granted to the DIP Agent or DIP Lender shall be determined to be invalid.
- Any payment on, or application for authority to pay any pre-petition claim owing to terminated employees or lease rejection damages without prior written consent of SWK or as otherwise set forth in the Budget.
- If at any time prior to the conclusion of the sale process, SSG ceases to be engaged by the Debtor, ceases to be involved in the sales process, or the sales process is halted without the DIP Agent's consent.
- A final order is entered granting any creditor with a claim in excess of \$100,000 relief from the automatic stay.
- Failure to make all payments under the DIP Facility when due.

- Failure to pay any post-petition material indebtedness.
- Breach of any covenant set forth in any DIP Financing Document.
- Any material representation or warranty by Debtor is incorrect or misleading in any material respect when made.
- Exclusivity shall have been terminated or the Debtor shall have agreed to any such termination.
- After entry thereof, either of the Sale Procedure Order or the Sale Order shall cease to be in full force and effect, shall have been reversed, stayed, vacated or subject to stay pending appeal or shall have been modified or amended without the prior written consent of SWK.
- Debtor shall take (or support any other Person in taking) any action in order to restrict or prohibit SWK or any DIP Lender or Pre-Petition Lender from submitting a “credit bid” for any assets of the Debtor.
- Any Challenge Action (as such term is defined in the interim or final order approving the DIP Facility) is commenced against the Pre-Petition Agent or any Pre-Petition Lender.
- The commencement of an action or filing of a motion challenging the rights and remedies of SWK or the DIP Lenders under the DIP Financing Documents or that is otherwise inconsistent with the DIP Financing Documents.
- The Debtor fails to disburse the sale proceeds to the DIP Lenders contemporaneously with the closing of the 363 Sale, subject to payment of the Carve Out.

Indemnification:

The Debtor shall indemnify and hold SWK, the DIP Lenders, and their officers, directors, employees and agents (including all of their professionals) (each an “**Indemnified Party**”) harmless from and against any and all claims, damages, losses, liabilities and expenses (including, without limitation, all fees and disbursements of attorneys and other professionals) to which any Indemnified Party may become liable or which may be incurred by or asserted against any Indemnified Party, in each case in connection with or arising out of or by reason of any investigation, litigation or proceeding arising out of or relating to or in connection with the DIP Facility, the DIP Financing Documents, any obligation, or any act, event or transaction related or attendant thereto or any use or intended use of the proceeds of the DIP Facility, except to the extent the same is found in a final, nonappealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party’s gross negligence or willful misconduct. The indemnification terms and conditions of the Pre-Petition Credit Agreements are hereby incorporated in this DIP Term Sheet.

Governing Law:

All documentation in connection with the DIP Facility shall be governed by the laws of the state of New York, subject to applicable federal bankruptcy laws.

Other Definitions:

“**363 Sale**” means the sale of all or substantially all of the assets of the Debtor under Section 363 of the Bankruptcy Code.

“**ABT Plan**” means a chapter 11 plan for the Debtor containing terms satisfactory to SWK in its sole discretion.

“**Approved Budget Variance Report**” means a current report that: (i) details the actual amount of cash receipts and disbursements for the prior week for each line item included in the Budget (on a weekly and cumulative basis), (ii) compares such actual cash receipts and disbursements (on a line item by line item basis) with the weekly and cumulative budgeted amounts for each such line item set forth in the Budget for such period, and (iii) provides an explanation for all variances between budgeted and actual amounts. Each Approved Budget Variance Report will be certified as true and correct by the Debtor’s chief financial officer or chief executive officer.

“**Auction**” means an auction held in connection with the 363 Sale and in accordance with the provisions set forth in the Sale Procedure Order.

“**Avoidance Actions**” means any causes of action that could be brought under §§ 544-548 of the Bankruptcy Code or any applicable state fraudulent-transfer statute or similar statute.

“**Avoidance Proceeds**” means the proceeds received from, or property recovered in respect of, Avoidance Actions.

“**Bankruptcy Code**” means Title 11 of the United States Code (11 U.S.C. § 101 et seq.), as amended.

“**Bankruptcy Court**” means the United States Bankruptcy Court for the District of Delaware presiding over the Chapter 11 Case.

“**Budget**” means the budget of Debtor relative to the operations of the Debtor in the Chapter 11 Case for any fiscal period, as delivered to SWK in form and substance satisfactory to SWK. A Budget for the first 8 weeks of the Chapter 11 Case (the “**Interim Budget**”) must be approved by SWK and must be attached to the Interim Order. A Budget covering the period from the date of entry of the Final Order through the Maturity Date must be delivered by the Debtor to SWK (and approved by SWK in its sole discretion) at least two Business Days before any hearing related to final approval of the DIP Facility and must be attached to the Final Order.

“**Carve Out**” means:

- (a) unpaid, postpetition fees and expenses of the Clerk of

the Court and the U.S. Trustee pursuant to 28 U.S.C. § 1930(a) (collectively, the “**Statutory Fees**”);

(b) the unpaid postpetition fees and expenses of the professionals retained by the Debtor and by the Committee (if any), whose retentions are approved pursuant to final orders of the Court under sections 327, 328, 363 or 1103(a) of the Bankruptcy Code (the “**Chapter 11 Professionals**”), but only to the extent that such fees and expenses are (i) incurred prior to a Termination Event, (ii) within the amounts set forth in the Budget approved by SWK for such Chapter 11 Professional as of the date of the Termination Event, and (iii) subsequently allowed by the Bankruptcy Court under sections 330, 331, or 363 of the Bankruptcy Code;

(c) postpetition fees and expenses of the Chapter 11 Professionals incurred after the occurrence of a Termination Event in an aggregate amount not to exceed \$25,000, to the extent such fees and expenses are subsequently allowed by the Bankruptcy Court under sections 330, 331, or 363 of the Bankruptcy Code.

Provided, however, that (a) the Carve Out shall only be available to pay fees and expenses set forth herein to the extent that unencumbered funds are not otherwise available; and (b) in no event shall the Carve-Out for each Chapter 11 Professional exceed the amounts for postpetition fees set forth for such professional in the Budget as of the applicable date of determination.

Provided, further, however, that the Carve Out for Chapter 11 Professional fees shall be first paid from any retainers or any professional expense escrow account established by the Debtor.

The Carve Out shall not include payment for any fees and expenses, if any, of the Chapter 11 Professionals incurred directly or indirectly, in respect of, arising from or relating to:

(i) the initiation, joinder, support, or prosecution of any action contesting the indebtedness owed to SWK, the DIP Lenders, the Pre-Petition Agent, or the Pre-Petition Lenders, or the validity of any liens granted to SWK, the DIP Lenders, the Pre-Petition Agent, or the Pre-Petition Lenders;

(ii) preventing, hindering or otherwise delaying (or supporting any other person or entity in preventing, hindering or otherwise delaying), whether directly or indirectly, the exercise by SWK or the Pre-Petition Agent of any of its rights and remedies under the Interim Order, Final Order, or documents comprising the DIP Facility, DIP Financing Documents, Pre-Petition Credit Agreements, or other Pre-Petition Loan Documents;

(iii) the commencement, support, or prosecution of any action or proceeding of any claims, causes of action or defenses against SWK, the DIP Lenders, the Pre-Petition Agent, the Pre-Petition Lenders or any of their respective officers, directors, employees, agents, attorneys, affiliates, successors or assigns, including, without limitation, any attempt to recover or avoid any claim or interest from SWK, the DIP Lenders, the Pre-Petition Agent, or the Pre-Petition Lender;

(iv) any request to borrow money other than pursuant to the terms of the Interim Order, the Final Order, or the DIP Financing Documents;

(v) with respect to the Debtor, any of the Debtor's Chapter 11 Professionals, or any of their successors or assigns (including, without limitation, any trustee, responsible officer, examiner, estate administrator or representative or similar person appointed in a case for the Debtor under any chapter of the Bankruptcy Code) performing or commencing any investigation or litigation (whether threatened or pending) by the Debtor with respect to any matter released or to be released, waived, or to be waived, or specified as not subject to challenge by the Debtor pursuant to the Interim Order or Final Order; or

(vi) for any other purpose for which proceeds of the DIP Facility may not be used pursuant to this DIP Term Sheet.

“Chapter 11 Case” means the voluntary Chapter 11 case commenced by the Debtor in the Bankruptcy Court.

“Committee” means any statutory committee appointed in the Chapter 11 Case.

“Final Order” means a final, non-appealable order of the Bankruptcy Court, that, without limitation, approves the DIP Facility and grants the liens and security interests contained therein, on terms satisfactory to SWK in its sole discretion.

“Interim Order” means an interim order of the Bankruptcy Court authorizing Debtor, among other things, to obtain interim financing and incur post-petition indebtedness on terms satisfactory to SWK in its sole discretion.

“Material Adverse Effect” means (a) a material adverse change in, or a material adverse effect upon, the operations, business, assets, properties, liabilities (actual or contingent) or condition (financial or otherwise) of the Debtor; (b) a material impairment of the rights and remedies of any of the DIP Agent, DIP Lender, Pre-Petition Agent, or Pre-Petition Lenders under any of the DIP Financing Documents, Pre-Petition Credit

Agreements, or other Pre-Petition Loan Documents, (c) a material impairment of the Debtor to perform any of its obligations under the DIP Financing Documents, Pre-Petition Credit Agreements, or other Pre-Petition Loan Documents, or (d) a material adverse effect upon the legality, validity, binding effect, or enforceability against the Debtor of any of the DIP Financing Documents, Pre-Petition Credit Agreements, or other Pre-Petition Loan Documents.

“Maturity Date” means the date that is one hundred- five (105) days after the Petition Date, or such later date to which SWK consents in writing.

“Petition Date” means the date on which the Chapter 11 Case for such Debtor was filed with the Bankruptcy Court.

“Pre-Petition Loan Documents” means, collectively, each of the Pre-Petition Credit Agreements, and each other document relating to, and executed in connection with, the credit facilities governed by the Pre-Petition Credit Agreements.

“Sale” means a sale of all or substantially all of the Debtor’s assets.

“Sale Order” means the order entered by the Bankruptcy Court in form and substance satisfactory to SWK (in its sole discretion) that, among other things, approves the 363 Sale, the results of the Auction (if applicable) and the Winning Bidder’s bid.

“Sale Procedure Order” means an order in form and substance satisfactory to SWK approving the bidding procedures to be applicable to the 363 Sale.

“SSG” means SSG Advisors, LLC.

“Termination Event” means the occurrence of the earlier of:

- (i) an Event of Default under the DIP Facility; or
- (ii) the Debtor’s failure to comply with the terms of the DIP Financing Documents (including, without limitation, their failure to comply with the Budget, subject to any approved variances).

“Third-Party Asset Purchase Agreement” means an asset purchase agreement by and among the Debtor and a third party purchaser that provides for the purchase and sale of substantially all of the assets of the Debtor, which third party purchaser and asset purchase agreement are satisfactory to SWK in its sole discretion.

“Winning Bidder” means the bidder that (a) agrees (at the Auction if applicable) to purchase all or substantially all of the assets of the Debtor pursuant to a Third-Party Asset Purchase Agreement, and (b) is acceptable to SWK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first set forth above.

BORROWER:

ABT MOLECULAR IMAGING, INC.

By: _____

Name: Peter Kingma

Title: Chief Executive Officer



AGENT:
SWK FUNDING LLC

By: /s/ Winston Black
Name: Winston Black
Title: Chief Executive Officer

LENDER:
SWK FUNDING LLC

By: /s/ Winston Black
Name: Winston Black
Title: Chief Executive Officer