
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, DC 20549

SCHEDULE 13D
(Rule 13d-101)

**Information to be Included in Statements Filed Pursuant to §240.13d-1(a) and Amendments
Thereeto Filed Pursuant to §240.13d-2(a)**

**Under the Securities Exchange Act of 1934
(Amendment No. 15)***

IDI, Inc.
(Name of Issuer)

Common Stock, par value \$0.0005 per share
(Title of Class of Securities)

44938L108
(CUSIP Number)

Joshua B. Weingard, Esq.
IDI, Inc.
2650 North Military Trail, Suite 300
Boca Raton, Florida 33431
(561) 757-4000
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

May 9, 2016
(Date of Event which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note. Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1.	NAMES OF REPORTING PERSONS Phillip Frost, M.D.	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS (see instructions) N/A	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER
	8.	SHARED VOTING POWER 15,607,973*
	9.	SOLE DISPOSITIVE POWER
	10.	SHARED DISPOSITIVE POWER 15,607,973*
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 15,607,973*	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 33.3%(1)	
14.	TYPE OF REPORTING PERSON (see instructions) IN	

* Frost Gamma Investments Trust ("Gamma Trust") beneficially owns 15,607,973 shares. Dr. Phillip Frost is the trustee of Gamma Trust. Frost Gamma L.P. is the sole and exclusive beneficiary of Gamma Trust. Dr. Frost is one of two limited partners of Frost Gamma L.P. The general partner of Frost Gamma L.P. is Frost Gamma, Inc., and the sole shareholder of Frost Gamma, Inc. is Frost-Nevada Corporation. Dr. Frost is also the sole shareholder of Frost-Nevada Corporation.

(1) Based on 46,924,183 shares of the Company's common stock outstanding as of May 4, 2016.

1.	NAMES OF REPORTING PERSONS Frost Gamma Investments Trust 46-0464745	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS (see instructions) WC, OO	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION State of Florida	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER
	8.	SHARED VOTING POWER 15,607,973*
	9.	SOLE DISPOSITIVE POWER
	10.	SHARED DISPOSITIVE POWER 15,607,973*
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 15,607,973*	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 33.3%(1)	
14.	TYPE OF REPORTING PERSON (see instructions) 00	

* Frost Gamma Investments Trust ("Gamma Trust") beneficially owns 15,607,973 shares. Dr. Phillip Frost is the trustee of Gamma Trust. Frost Gamma L.P. is the sole and exclusive beneficiary of Gamma Trust. Dr. Frost is one of two limited partners of Frost Gamma L.P. The general partner of Frost Gamma L.P. is Frost Gamma, Inc., and the sole shareholder of Frost Gamma, Inc. is Frost-Nevada Corporation. Dr. Frost is also the sole shareholder of Frost-Nevada Corporation.

(1) Based on 46,924,183 shares of the Company's common stock outstanding as of May 4, 2016.

This Amendment No. 15 (the "Amendment") amends and supplements the statement on Schedule 13D filed on December 6, 2007, as amended by Amendment No. 1 to the Schedule 13D filed on October 15, 2008, Amendment No. 2 to the Schedule 13D filed on April 13, 2009, Amendment No. 3 to the Schedule 13D filed on May 1, 2009, Amendment No. 4 to the Schedule 13D filed on July 14, 2009, Amendment No. 5 to the Schedule 13D filed on December 24, 2009, Amendment No. 6 to the Schedule 13D filed on November 22, 2011, Amendment No. 7 to the Schedule 13D filed on July 20, 2012, Amendment No. 8 to the Schedule 13D filed on August 23, 2012, Amendment No. 9 to the Schedule 13D filed on January 17, 2013, Amendment No. 10 to the Schedule 13D filed on July 12, 2013, Amendment No. 11 to the Schedule 13D filed on February 14, 2014, Amendment No. 12 to the Schedule 13D filed on April 6, 2015, Amendment No. 13 to the Schedule 13D filed on January 20, 2016 and Amendment No. 14 to the Schedule 13D filed on March 29, 2016 (together the "Original Schedule 13D"), by Phillip Frost, M.D. and Frost Gamma Investments Trust ("Gamma Trust") (collectively, the "Reporting Persons").

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

Item 3 is amended by adding the following paragraphs to the end of the item:

On May 9, 2016, Gamma Trust entered into Stock Purchase Agreements (the "Stock Purchase Agreements") for the purchase of an aggregate of 2,190,000 shares of common stock of the Issuer from each of Barry Honig, Jonathan Honig and Four Kids Investment Fund, LLC, for a purchase price of \$4.80 per share, totaling \$10,512,000. The purchases pursuant to the Stock Purchase Agreements were completed on May 10, 2016.

The source of funds used in the transactions described above consists of working capital of Gamma Trust.

Item 4. Purpose of Transaction.

Item 4 is deleted in its entirety and replaced with the following text:

The information regarding the Stock Purchase Agreements in Item 3 is incorporated herein by reference.

Other than as described above, the Reporting Persons do not have any present plan or proposal as stockholders which relates to, or would result in any action with respect to, the matters listed in paragraphs (a) through (j) of Item 4 of Schedule 13D.

Item 5. Interest in Securities of the Issuer.

Item 5 is deleted in its entirety and replaced with the following text:

(a) The Reporting Persons are the beneficial owners of 15,607,973 shares of common stock of the Issuer, representing 33.3% of the Issuer's common stock. The percentage of beneficial ownership is based upon 46,924,183 shares of common stock of the Issuer outstanding as of May 4, 2016. The number of shares and percentage of beneficial ownership set forth in this Item 5(a) does not include the 3,000,000 shares of common stock underlying the restricted stock units issuable to Gamma Trust in connection with Dr. Frost joining the Issuer's Board as Executive Vice Chairman on December 8, 2015.

(b) Each of the Reporting Persons have the shared power to vote or direct to vote or the shared power to dispose or direct the disposition of 15,607,973 shares of common stock of the Issuer beneficially held by the Reporting

Persons. The securities discussed above are owned of record by Gamma Trust, of which Dr. Frost is the trustee. Frost Gamma L.P. is the sole and exclusive beneficiary of Gamma Trust. Dr. Frost is one of two limited partners of Frost Gamma L.P. The general partner of Frost Gamma L.P. is Frost Gamma, Inc., and the sole shareholder of Frost Gamma, Inc. is Frost-Nevada Corporation. Dr. Frost is also the sole shareholder of Frost-Nevada Corporation. Accordingly, solely for purposes of reporting beneficial ownership of such shares pursuant to Section 13(d) of the Securities Exchange Act of 1934, as amended, Dr. Frost may be deemed to be the beneficial owner of the shares held by Gamma Trust.

The filing of this statement shall not be construed as an admission that Dr. Frost or Gamma Trust is, for the purposes of Section 13(d) and 13(g) of the Securities Exchange Act of 1934, as amended, the beneficial owner of any securities covered by this statement.

(c) Transactions in the Issuer's securities affected by the Reporting Persons during the past sixty days:

The information set forth above in Item 3 is incorporated herein by reference.

On March 22, 2016, the Reporting Persons purchased an aggregate of 20,000 shares of the Issuer's common stock in multiple transactions at prices ranging from \$4.89 to \$5.08, with a weighted average price per share of \$4.98.

There were no additional transactions in the last 60 days.

(d)-(e) Not applicable.

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

Item 6 is deleted in its entirety and replaced with the following text:

The information set forth above in Item 3 is incorporated herein by reference. The Stock Purchase Agreements are attached as Exhibit 99.15, Exhibit 99.16 and Exhibit 99.17 hereto.

Item 7. Materials to be Filed as Exhibits.

Item 7 is amended by adding the following exhibit to the end of the item.

- | | |
|---------------|--|
| Exhibit 99.15 | Stock Purchase Agreement by and between Barry Honig and Frost Gamma Investments Trust, dated May 9, 2016. |
| Exhibit 99.16 | Stock Purchase Agreement by and between Jonathan Honig and Frost Gamma Investments Trust, dated May 9, 2016. |
| Exhibit 99.17 | Stock Purchase Agreement by and between Four Kids Investment Fund, LLC and Frost Gamma Investments Trust, dated May 9, 2016. |

Signatures

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

Dated: May 18, 2016

/s/ Phillip Frost, M.D.

Phillip Frost, M.D., individually

FROST GAMMA INVESTMENTS TRUST

Dated: May 18, 2016

By: /s/ Phillip Frost, M.D.

Phillip Frost, M.D., Trustee

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (the "Agreement") is made and entered into as of the 9th of May 2016, by and between Barry Honig (the "Seller") and those persons or entities whose names appear on the signature pages hereto as Purchaser (the "Purchaser").

WITNESSETH:

WHEREAS, the Seller is the record or beneficial owner of shares of common stock, par value \$0.0005 per share (the "Common Stock"), of IDI, Inc., a Delaware corporation (the "Company"); and

WHEREAS, the Seller desires to sell to the Purchaser, and the Purchaser desire to purchase from the Seller, the number of shares of Common Stock as listed on the signature pages hereto (the "Shares"), on and subject to the terms of this Agreement;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Sale of the Shares. Subject to the terms and conditions of this Agreement, and in reliance upon the representations, warranties, covenants and agreements contained in this Agreement, the Seller shall sell the Shares to the Purchaser, and the Purchaser shall purchase the Shares from the Seller, for a purchase price of \$4.80 per Share, totaling \$2,952,422.40 (Two Million Nine Hundred Fifty Two Thousand Four Hundred Twenty Two and 40/100) to be paid to the Seller (the "Purchase Price").

2. Closing.

(a) The purchase and sale of the Shares shall take place at a closing (the "Closing"), to be held on May 9, 2016 (the "Closing Date").

(b) At the Closing:

(i) The Seller shall deliver to the Purchaser, a certificate (or certificates) representing the Shares, along with fully executed stock powers that are medallion guaranteed and duly endorsed in form for transfer to the Purchaser which shall be subject to such restrictions on transfer and carry the legend set forth in (ii) below.

(ii) The Purchaser understands and agrees that the certificates for the Shares shall bear substantially the following legend until (i) such Shares shall have been registered under the Securities Act and effectively disposed of in accordance with a registration statement that has been declared effective or (ii) such Shares have been sold to a third party pursuant to Rule 144 under the Securities Act, as well as any applicable "blue sky" or state securities laws:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY APPLICABLE STATE SECURITIES LAWS. SUCH SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES AND MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, TRANSFERRED, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN

EFFECTIVE REGISTRATION STATEMENT FILED BY THE ISSUER WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION COVERING SUCH SECURITIES UNDER THE SECURITIES ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE ISSUER THAT SUCH REGISTRATION IS NOT REQUIRED.

(iii) The Purchaser shall pay the Purchase Price to the Seller in accordance with wire transfer instructions attached hereto by wire transfer of immediately available funds.

(c) At and at any time after the Closing, the parties shall duly execute, acknowledge and deliver all such further assignments, conveyances, instruments and documents, and shall take such other action consistent with the terms of this Agreement as are reasonably necessary to carry out the transactions contemplated by this Agreement.

(d) All representations, covenants and warranties of the Purchaser and Seller contained in this Agreement shall be true and correct on and as of the Closing Date with the same effect as though the same had been made on and as of such date.

3. Representations and Warranties of the Purchaser. The Purchaser hereby makes the following represents and warranties to the Seller:

(a) The Purchaser has the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby and otherwise to carry out its obligations hereunder. No consent, approval or agreement of any individual or entity is required to be obtained by any Purchaser in connection with the execution and performance by such Purchaser of this Agreement or the execution and performance by such Purchaser of any agreements, instruments or other obligations entered into in connection with this Agreement.

(b) The Purchaser acknowledges that such Purchaser has had the opportunity to ask questions of and receive answers from, or obtain additional information from, the executive officers of the Company concerning the financial and other affairs of the Company. In making the decision to purchase the Shares, each Purchaser hereby acknowledges that such Purchaser has relied upon information filed electronically on the SEC EDGAR filing system.

(c) The Purchaser agrees and acknowledges that neither Seller nor any of Seller's employees or affiliates shall be responsible for any information concerning the Company relied upon or provided to such Purchaser, and each Purchaser agrees to hold harmless and indemnify Seller in connection with any claims concerning the Shares sold or the Company disclosures, including, without limitation, claims under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, which claims are hereby released and discharged in all respects.

(d) The Purchaser represents and warrants that no person is entitled to receive a finder's fee from Seller in connection with this Agreement as a result of any action taken by such Purchaser or Seller pursuant to this Agreement, and agrees to indemnify and hold harmless the Seller and its affiliates, in the event of a breach of the representation and warranty. This representation and warranty shall survive the Closing.

(e) The Purchaser is an “accredited investor,” as such term is defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended, and each Purchaser is able to bear the economic risk of an investment in the Shares.

(f) The Purchaser have adequate unrestricted funds to pay the full amount of the Purchase Price in cash at the Closing.

4. Representations and Warranties of the Seller. Seller hereby makes the following representations and warranties to the Purchaser:

(a) Seller owns the Shares free and clear of all any and all liens, claims, encumbrances, preemptive rights, right of first refusal and adverse interests of any kind.

(b) Seller has the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby and otherwise to carry out Seller’s obligations hereunder. No consent, approval or agreement of any individual or entity is required to be obtained by the Seller in connection with the execution and performance by the Seller of this Agreement or the execution and performance by the Seller of any agreements, instruments or other obligations entered into in connection with this Agreement.

(c) There is no judgment, decree or order against the Seller that could prevent, enjoin, alter or delay any of the transactions contemplated by this Agreement.

(d) No bankruptcy, receivership or debtor relief proceedings are pending or, to the Seller’s knowledge, threatened against the Seller.

(e) The Seller is aware of the Company’s public disclosures regarding its business affairs and financial condition and on that basis has determined to sell the Shares.

(f) Acknowledgements. The Seller acknowledges and agrees as follows:

(i) The Purchaser and its affiliates, and other related parties, may possess or have access to material non-public information of the Company, which has not been communicated to the Seller, and the Seller hereby waives any and all claims, whether at law, in equity or otherwise, that the Seller may now have or may hereafter acquire, whether presently known or unknown, against the Purchaser and its affiliates, such other related parties, and their respective successors or assigns, relating to any failure to disclose any non-public information in connection with the transaction contemplated by this Agreement, including any claims arising under Rule 10-b(5) of the Securities Exchange Act of 1934, as amended.

(ii) The Purchaser has not made and does not make hereby any representation or warranty of any kind or character except as expressly set forth herein, including without limitation with respect to the business, condition (financial or otherwise), properties, prospects, creditworthiness, status or

affairs of the Company or with respect to the value of any of the Shares, and the Purchaser has no obligations to the Seller, whether express or implied, including without limitation, fiduciary obligations, except as expressly set forth in this Agreement.

- (iii) THE SELLER FURTHER ACKNOWLEDGES THAT IT HAS CONSULTED ITS OWN INDEPENDENT LEGAL, TAX, AND FINANCIAL ADVISORS IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND THAT THE SELLER UNDERSTANDS THE MEANING AND LEGAL CONSEQUENCES OF THIS AGREEMENT.

5. Termination by Mutual Agreement. This Agreement may be terminated at any time by mutual consent of the parties hereto, provided that such consent to terminate is in writing and is signed by all of the parties hereto.

6. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement of the parties, superseding and terminating any and all prior or contemporaneous oral and written agreements, understandings or letters of intent between or among the parties with respect to the subject matter of this Agreement. No part of this Agreement may be modified or amended, nor may any right be waived, except by a written instrument which expressly refers to this Agreement, states that it is a modification or amendment of this Agreement and is signed by the parties to this Agreement, or, in the case of waiver, by the party granting the waiver. No course of conduct or dealing or trade usage or custom and no course of performance shall be relied on or referred to by any party to contradict, explain or supplement any provision of this Agreement, it being acknowledged by the parties to this Agreement that this Agreement is intended to be, and is, the complete and exclusive statement of the Agreement with respect to its subject matter. Any waiver shall be limited to the express terms thereof and shall not be construed as a waiver of any other provisions or the same provisions at any other time or under any other circumstances.

(b) Notices. All notices provided for in this Agreement shall be in writing signed by the party giving such notice, and delivered personally or sent by overnight courier, mail or messenger against receipt thereof or sent by registered or certified mail, return receipt requested, or by email to the email addresses set forth on the signature pages attached hereto, or by facsimile transmission or similar means of communication if receipt is confirmed or if transmission of such notice is confirmed by mail as provided in this Section 6(c). Notices shall be deemed to have been received on the date of personal delivery or telecopy or attempted delivery.

(c) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida applicable to agreements executed and to be performed wholly within such State, without regard to any principles of conflicts of law. Each of the parties hereby irrevocably consents and agrees that any legal or equitable action or proceeding arising

under or in connection with this Agreement shall be brought in the federal or state courts located in the County of Miami Dade in the State of Florida, by execution and delivery of this Agreement, irrevocably submits to and accepts the jurisdiction of said courts, waives any defense that such court is not a convenient forum, and consents to any service of process made either (x) in the manner set forth in Section 6(c) of this Agreement (other than by telecopier), or (y) any other method of service permitted by law.

(d) Waiver of Jury Trial. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN THE EVENT OF ANY SUIT, ACTION OR PROCEEDING TO ENFORCE THIS AGREEMENT OR ANY OTHER ACTION OR PROCEEDING WHICH MAY ARISE OUT OF OR IN ANY WAY BE CONNECTED WITH THIS AGREEMENT OR ANY OF THE OTHER DOCUMENTS.

(e) Parties to Pay Own Expenses. Each of the parties to this Agreement shall be responsible and liable for its own expenses incurred in connection with the preparation of this Agreement, the consummation of the transactions contemplated by this Agreement and related expenses.

(f) Successors. This Agreement shall be binding upon the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns; provided, however, that neither party may assign this Agreement or any of its rights under this Agreement without the prior written consent of the other party.

(g) Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(h) No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties with the advice of counsel to express their mutual intent, and no rules of strict construction will be applied against any party.

(i) Headings. The headings in the Sections of this Agreement are inserted for convenience only and shall not constitute a part of this Agreement.

(j) Legal Representation. Each party hereto acknowledges that it has been represented by independent legal counsel in the preparation of the Agreement. Each party recognizes and acknowledges that counsel to the Company has represented other shareholders of the Company and may, in the future, represent others in connection with various legal matters and each party waives any conflicts of interest and other allegations that it has not been represented by its own counsel.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

SELLER: Barry Honig

By: /s/ Barry Honig

Name: Barry Honig

Title:

Number of Shares being sold: 615,088

Sale Price: \$2,952,422.40

Address:

PURCHASER: Frost Gamma Investments Trust

By: /s/ Phillip Frost, M.D.

Number of Shares being bought: 615,088

Purchase Price: \$2,952,422.40

Address: 4400 Biscayne Blvd.

Miami, FL 33137

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (the "Agreement") is made and entered into as of the 9th of May 2016, by and between Jonathan Honig (the "Seller") and those persons or entities whose names appear on the signature pages hereto as Purchaser (the "Purchaser").

WITNESSETH:

WHEREAS, the Seller is the record or beneficial owner of shares of common stock, par value \$0.0005 per share (the "Common Stock"), of IDI, Inc., a Delaware corporation (the "Company"); and

WHEREAS, the Seller desires to sell to the Purchaser, and the Purchaser desire to purchase from the Seller, the number of shares of Common Stock as listed on the signature pages hereto (the "Shares"), on and subject to the terms of this Agreement;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Sale of the Shares. Subject to the terms and conditions of this Agreement, and in reliance upon the representations, warranties, covenants and agreements contained in this Agreement, the Seller shall sell the Shares to the Purchaser, and the Purchaser shall purchase the Shares from the Seller, for a purchase price of \$4.80 per Share, totaling \$1,440,177.60 (One Million Four Hundred Forty Thousand One Hundred Seventy Seven and 60/100) to be paid to the Seller (the "Purchase Price").

2. Closing.

(a) The purchase and sale of the Shares shall take place at a closing (the "Closing"), to be held on May 9, 2016 (the "Closing Date").

(b) At the Closing:

(i) The Seller shall deliver to the Purchaser, a certificate (or certificates) representing the Shares, along with fully executed stock powers that are medallion guaranteed and duly endorsed in form for transfer to the Purchaser which shall be subject to such restrictions on transfer and carry the legend set forth in (ii) below.

(ii) The Purchaser understands and agrees that the certificates for the Shares shall bear substantially the following legend until (i) such Shares shall have been registered under the Securities Act and effectively disposed of in accordance with a registration statement that has been declared effective or (ii) such Shares have been sold to a third party pursuant to Rule 144 under the Securities Act, as well as any applicable "blue sky" or state securities laws:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY APPLICABLE STATE SECURITIES LAWS. SUCH SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES AND MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, TRANSFERRED, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN

EFFECTIVE REGISTRATION STATEMENT FILED BY THE ISSUER WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION COVERING SUCH SECURITIES UNDER THE SECURITIES ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE ISSUER THAT SUCH REGISTRATION IS NOT REQUIRED.

(iii) The Purchaser shall pay the Purchase Price to the Seller in accordance with wire transfer instructions attached hereto by wire transfer of immediately available funds.

(c) At and at any time after the Closing, the parties shall duly execute, acknowledge and deliver all such further assignments, conveyances, instruments and documents, and shall take such other action consistent with the terms of this Agreement as are reasonably necessary to carry out the transactions contemplated by this Agreement.

(d) All representations, covenants and warranties of the Purchaser and Seller contained in this Agreement shall be true and correct on and as of the Closing Date with the same effect as though the same had been made on and as of such date.

3. Representations and Warranties of the Purchaser. The Purchaser hereby makes the following represents and warranties to the Seller:

(a) The Purchaser has the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby and otherwise to carry out its obligations hereunder. No consent, approval or agreement of any individual or entity is required to be obtained by any Purchaser in connection with the execution and performance by such Purchaser of this Agreement or the execution and performance by such Purchaser of any agreements, instruments or other obligations entered into in connection with this Agreement.

(b) The Purchaser acknowledges that such Purchaser has had the opportunity to ask questions of and receive answers from, or obtain additional information from, the executive officers of the Company concerning the financial and other affairs of the Company. In making the decision to purchase the Shares, each Purchaser hereby acknowledges that such Purchaser has relied upon information filed electronically on the SEC EDGAR filing system.

(c) The Purchaser agrees and acknowledges that neither Seller nor any of Seller's employees or affiliates shall be responsible for any information concerning the Company relied upon or provided to such Purchaser, and each Purchaser agrees to hold harmless and indemnify Seller in connection with any claims concerning the Shares sold or the Company disclosures, including, without limitation, claims under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, which claims are hereby released and discharged in all respects.

(d) The Purchaser represents and warrants that no person is entitled to receive a finder's fee from Seller in connection with this Agreement as a result of any action taken by such Purchaser or Seller pursuant to this Agreement, and agrees to indemnify and hold harmless the Seller and its affiliates, in the event of a breach of the representation and warranty. This representation and warranty shall survive the Closing.

(e) The Purchaser is an “accredited investor,” as such term is defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended, and each Purchaser is able to bear the economic risk of an investment in the Shares.

(f) The Purchaser have adequate unrestricted funds to pay the full amount of the Purchase Price in cash at the Closing.

4. Representations and Warranties of the Seller. Seller hereby makes the following representations and warranties to the Purchaser:

(a) Seller owns the Shares free and clear of all any and all liens, claims, encumbrances, preemptive rights, right of first refusal and adverse interests of any kind.

(b) Seller has the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby and otherwise to carry out Seller’s obligations hereunder. No consent, approval or agreement of any individual or entity is required to be obtained by the Seller in connection with the execution and performance by the Seller of this Agreement or the execution and performance by the Seller of any agreements, instruments or other obligations entered into in connection with this Agreement.

(c) There is no judgment, decree or order against the Seller that could prevent, enjoin, alter or delay any of the transactions contemplated by this Agreement.

(d) No bankruptcy, receivership or debtor relief proceedings are pending or, to the Seller’s knowledge, threatened against the Seller.

(e) The Seller is aware of the Company’s public disclosures regarding its business affairs and financial condition and on that basis has determined to sell the Shares.

(f) Acknowledgements. The Seller acknowledges and agrees as follows:

(i) The Purchaser and its affiliates, and other related parties, may possess or have access to material non-public information of the Company, which has not been communicated to the Seller, and the Seller hereby waives any and all claims, whether at law, in equity or otherwise, that the Seller may now have or may hereafter acquire, whether presently known or unknown, against the Purchaser and its affiliates, such other related parties, and their respective successors or assigns, relating to any failure to disclose any non-public information in connection with the transaction contemplated by this Agreement, including any claims arising under Rule 10-b(5) of the Securities Exchange Act of 1934, as amended.

(ii) The Purchaser has not made and does not make hereby any representation or warranty of any kind or character except as expressly set forth herein, including without limitation with respect to the business, condition (financial or otherwise), properties, prospects, creditworthiness, status or

affairs of the Company or with respect to the value of any of the Shares, and the Purchaser has no obligations to the Seller, whether express or implied, including without limitation, fiduciary obligations, except as expressly set forth in this Agreement.

- (iii) THE SELLER FURTHER ACKNOWLEDGES THAT IT HAS CONSULTED ITS OWN INDEPENDENT LEGAL, TAX, AND FINANCIAL ADVISORS IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND THAT THE SELLER UNDERSTANDS THE MEANING AND LEGAL CONSEQUENCES OF THIS AGREEMENT.

5. Termination by Mutual Agreement. This Agreement may be terminated at any time by mutual consent of the parties hereto, provided that such consent to terminate is in writing and is signed by all of the parties hereto.

6. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement of the parties, superseding and terminating any and all prior or contemporaneous oral and written agreements, understandings or letters of intent between or among the parties with respect to the subject matter of this Agreement. No part of this Agreement may be modified or amended, nor may any right be waived, except by a written instrument which expressly refers to this Agreement, states that it is a modification or amendment of this Agreement and is signed by the parties to this Agreement, or, in the case of waiver, by the party granting the waiver. No course of conduct or dealing or trade usage or custom and no course of performance shall be relied on or referred to by any party to contradict, explain or supplement any provision of this Agreement, it being acknowledged by the parties to this Agreement that this Agreement is intended to be, and is, the complete and exclusive statement of the Agreement with respect to its subject matter. Any waiver shall be limited to the express terms thereof and shall not be construed as a waiver of any other provisions or the same provisions at any other time or under any other circumstances.

(b) Notices. All notices provided for in this Agreement shall be in writing signed by the party giving such notice, and delivered personally or sent by overnight courier, mail or messenger against receipt thereof or sent by registered or certified mail, return receipt requested, or by email to the email addresses set forth on the signature pages attached hereto, or by facsimile transmission or similar means of communication if receipt is confirmed or if transmission of such notice is confirmed by mail as provided in this Section 6(c). Notices shall be deemed to have been received on the date of personal delivery or telecopy or attempted delivery.

(c) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida applicable to agreements executed and to be performed wholly within such State, without regard to any principles of conflicts of law. Each of the parties hereby irrevocably consents and agrees that any legal or equitable action or proceeding arising

under or in connection with this Agreement shall be brought in the federal or state courts located in the County of Miami Dade in the State of Florida, by execution and delivery of this Agreement, irrevocably submits to and accepts the jurisdiction of said courts, waives any defense that such court is not a convenient forum, and consents to any service of process made either (x) in the manner set forth in Section 6(c) of this Agreement (other than by telecopier), or (y) any other method of service permitted by law.

(d) Waiver of Jury Trial. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN THE EVENT OF ANY SUIT, ACTION OR PROCEEDING TO ENFORCE THIS AGREEMENT OR ANY OTHER ACTION OR PROCEEDING WHICH MAY ARISE OUT OF OR IN ANY WAY BE CONNECTED WITH THIS AGREEMENT OR ANY OF THE OTHER DOCUMENTS.

(e) Parties to Pay Own Expenses. Each of the parties to this Agreement shall be responsible and liable for its own expenses incurred in connection with the preparation of this Agreement, the consummation of the transactions contemplated by this Agreement and related expenses.

(f) Successors. This Agreement shall be binding upon the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns; provided, however, that neither party may assign this Agreement or any of its rights under this Agreement without the prior written consent of the other party.

(g) Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(h) No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties with the advice of counsel to express their mutual intent, and no rules of strict construction will be applied against any party.

(i) Headings. The headings in the Sections of this Agreement are inserted for convenience only and shall not constitute a part of this Agreement.

(j) Legal Representation. Each party hereto acknowledges that it has been represented by independent legal counsel in the preparation of the Agreement. Each party recognizes and acknowledges that counsel to the Company has represented other shareholders of the Company and may, in the future, represent others in connection with various legal matters and each party waives any conflicts of interest and other allegations that it has not been represented by its own counsel.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

SELLER: Jonathan Honig

By: /s/ Jonathan Honig

Name: Jonathan Honig

Title:

Number of Shares being sold: 300,037

Sale Price: \$1,440,177.60

Address:

PURCHASER: Frost Gamma Investments Trust

By: /s/ Phillip Frost, M.D.

Number of Shares being bought: 300,037

Purchase Price: \$1,440,177.60

Address: 4400 Biscayne Blvd.

Miami, FL 33137

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (the "Agreement") is made and entered into as of the 9th of May 2016, by and between Four Kids Investment Fund, LLC (the "Seller") and those persons or entities whose names appear on the signature pages hereto as Purchaser (the "Purchaser").

WITNESSETH:

WHEREAS, the Seller is the record or beneficial owner of shares of common stock, par value \$0.0005 per share (the "Common Stock"), of IDI, Inc., a Delaware corporation (the "Company"); and

WHEREAS, the Seller desires to sell to the Purchaser, and the Purchaser desire to purchase from the Seller, the number of shares of Common Stock as listed on the signature pages hereto (the "Shares"), on and subject to the terms of this Agreement;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Sale of the Shares. Subject to the terms and conditions of this Agreement, and in reliance upon the representations, warranties, covenants and agreements contained in this Agreement, the Seller shall sell the Shares to the Purchaser, and the Purchaser shall purchase the Shares from the Seller, for a purchase price of \$4.80 per Share, totaling \$6,119,400 (Six Million One Hundred Nineteen Thousand Four Hundred) to be paid to the Seller (the "Purchase Price").

2. Closing.

(a) The purchase and sale of the Shares shall take place at a closing (the "Closing"), to be held on May 9, 2016 (the "Closing Date").

(b) At the Closing:

(i) The Seller shall deliver to the Purchaser, a certificate (or certificates) representing the Shares, along with fully executed stock powers that are medallion guaranteed and duly endorsed in form for transfer to the Purchaser which shall be subject to such restrictions on transfer and carry the legend set forth in (ii) below.

(ii) The Purchaser understands and agrees that the certificates for the Shares shall bear substantially the following legend until (i) such Shares shall have been registered under the Securities Act and effectively disposed of in accordance with a registration statement that has been declared effective or (ii) such Shares have been sold to a third party pursuant to Rule 144 under the Securities Act, as well as any applicable "blue sky" or state securities laws:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY APPLICABLE STATE SECURITIES LAWS. SUCH SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES AND MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, TRANSFERRED, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FILED BY THE ISSUER WITH THE

U.S. SECURITIES AND EXCHANGE COMMISSION COVERING SUCH SECURITIES UNDER THE SECURITIES ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE ISSUER THAT SUCH REGISTRATION IS NOT REQUIRED.

(iii) The Purchaser shall pay the Purchase Price to the Seller in accordance with wire transfer instructions attached hereto by wire transfer of immediately available funds.

(c) At and at any time after the Closing, the parties shall duly execute, acknowledge and deliver all such further assignments, conveyances, instruments and documents, and shall take such other action consistent with the terms of this Agreement as are reasonably necessary to carry out the transactions contemplated by this Agreement.

(d) All representations, covenants and warranties of the Purchaser and Seller contained in this Agreement shall be true and correct on and as of the Closing Date with the same effect as though the same had been made on and as of such date.

3. Representations and Warranties of the Purchaser. The Purchaser hereby makes the following represents and warranties to the Seller:

(a) The Purchaser has the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby and otherwise to carry out its obligations hereunder. No consent, approval or agreement of any individual or entity is required to be obtained by any Purchaser in connection with the execution and performance by such Purchaser of this Agreement or the execution and performance by such Purchaser of any agreements, instruments or other obligations entered into in connection with this Agreement.

(b) The Purchaser acknowledges that such Purchaser has had the opportunity to ask questions of and receive answers from, or obtain additional information from, the executive officers of the Company concerning the financial and other affairs of the Company. In making the decision to purchase the Shares, each Purchaser hereby acknowledges that such Purchaser has relied upon information filed electronically on the SEC EDGAR filing system.

(c) The Purchaser agrees and acknowledges that neither Seller nor any of Seller's employees or affiliates shall be responsible for any information concerning the Company relied upon or provided to such Purchaser, and each Purchaser agrees to hold harmless and indemnify Seller in connection with any claims concerning the Shares sold or the Company disclosures, including, without limitation, claims under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, which claims are hereby released and discharged in all respects.

(d) The Purchaser represents and warrants that no person is entitled to receive a finder's fee from Seller in connection with this Agreement as a result of any action taken by such Purchaser or Seller pursuant to this Agreement, and agrees to indemnify and hold harmless the Seller and its affiliates, in the event of a breach of the representation and warranty. This representation and warranty shall survive the Closing.

(e) The Purchaser is an “accredited investor,” as such term is defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended, and each Purchaser is able to bear the economic risk of an investment in the Shares.

(f) The Purchaser have adequate unrestricted funds to pay the full amount of the Purchase Price in cash at the Closing.

4. Representations and Warranties of the Seller. Seller hereby makes the following representations and warranties to the Purchaser:

(a) Seller owns the Shares free and clear of all any and all liens, claims, encumbrances, preemptive rights, right of first refusal and adverse interests of any kind.

(b) Seller has the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby and otherwise to carry out Seller’s obligations hereunder. No consent, approval or agreement of any individual or entity is required to be obtained by the Seller in connection with the execution and performance by the Seller of this Agreement or the execution and performance by the Seller of any agreements, instruments or other obligations entered into in connection with this Agreement.

(c) There is no judgment, decree or order against the Seller that could prevent, enjoin, alter or delay any of the transactions contemplated by this Agreement.

(d) No bankruptcy, receivership or debtor relief proceedings are pending or, to the Seller’s knowledge, threatened against the Seller.

(e) The Seller is aware of the Company’s public disclosures regarding its business affairs and financial condition and on that basis has determined to sell the Shares.

(f) Acknowledgements. The Seller acknowledges and agrees as follows:

(i) The Purchaser and its affiliates, and other related parties, may possess or have access to material non-public information of the Company, which has not been communicated to the Seller, and the Seller hereby waives any and all claims, whether at law, in equity or otherwise, that the Seller may now have or may hereafter acquire, whether presently known or unknown, against the Purchaser and its affiliates, such other related parties, and their respective successors or assigns, relating to any failure to disclose any non-public information in connection with the transaction contemplated by this Agreement, including any claims arising under Rule 10-b(5) of the Securities Exchange Act of 1934, as amended.

(ii) The Purchaser has not made and does not make hereby any representation or warranty of any kind or character except as expressly set forth herein, including without limitation with respect to the business, condition (financial or otherwise), properties, prospects, creditworthiness, status or affairs of the Company or with respect to the value of any of the Shares, and the Purchaser has no obligations to the Seller, whether express or implied, including without limitation, fiduciary obligations, except as expressly set forth in this Agreement.

(iii) THE SELLER FURTHER ACKNOWLEDGES THAT IT HAS CONSULTED ITS OWN INDEPENDENT LEGAL, TAX, AND FINANCIAL ADVISORS IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND THAT THE SELLER UNDERSTANDS THE MEANING AND LEGAL CONSEQUENCES OF THIS AGREEMENT.

5. Termination by Mutual Agreement. This Agreement may be terminated at any time by mutual consent of the parties hereto, provided that such consent to terminate is in writing and is signed by all of the parties hereto.

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(b) Notices. All notices provided for in this Agreement shall be in writing signed by the party giving such notice, and delivered personally or sent by overnight courier, mail or messenger against receipt thereof or sent by registered or certified mail, return receipt requested, or by email to the email addresses set forth on the signature pages attached hereto, or by facsimile transmission or similar means of communication if receipt is confirmed or if transmission of such notice is confirmed by mail as provided in this Section 6(c). Notices shall be deemed to have been received on the date of personal delivery or telecopy or attempted delivery.

(c) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida applicable to agreements executed and to be performed wholly within such State, without regard to any principles of conflicts of law. Each of the parties hereby irrevocably consents and agrees that any legal or equitable action or proceeding arising under or in connection with this Agreement shall be brought in the federal or state courts located in the County of Miami Dade in the State of Florida, by execution and delivery of this

Agreement, irrevocably submits to and accepts the jurisdiction of said courts, waives any defense that such court is not a convenient forum, and consents to any service of process made either (x) in the manner set forth in Section 6(c) of this Agreement (other than by telecopier), or (y) any other method of service permitted by law.

(d) Waiver of Jury Trial. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN THE EVENT OF ANY SUIT, ACTION OR PROCEEDING TO ENFORCE THIS AGREEMENT OR ANY OTHER ACTION OR PROCEEDING WHICH MAY ARISE OUT OF OR IN ANY WAY BE CONNECTED WITH THIS AGREEMENT OR ANY OF THE OTHER DOCUMENTS.

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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

SELLER: Four Kids Investment Fund, LLC

By: /s/ Jonathan Honig

Name: Jonathan Honig

Title: Manager

Number of Shares being sold: 1,274,875

Sale Price: \$6,119,400

Address:

PURCHASER: Frost Gamma Investments Trust

By: /s/ Phillip Frost, M.D.

Number of Shares being bought: 1,274,875

Purchase Price: \$6,119,400

Address: 4400 Biscayne Blvd.

Miami, FL 33137