

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p><b>1. Name of conveying party(ies)/Execution Date(s):</b></p> <p style="text-align: center;">Innotrac Corporation 6655 Sugarloaf Pkwy. Duluth, GA 30097</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State  <input type="checkbox"/> Other: _____</p> <p>Citizenship (see guidelines) <u>Georgia</u>  Execution Date(s) <u>March 27, 2009</u>  Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><b>3. Nature of conveyance:</b></p> <p><input type="checkbox"/> Assignment                              <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement                  <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p>	<p><b>2. Name and address of receiving party(ies)</b></p> <p>Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No</p> <p>Name: <u>Wachovia Bank, National Association</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>171 17<sup>th</sup> Street, N.W., 4<sup>th</sup> Floor</u></p> <p>City: <u>Atlanta</u></p> <p>State: <u>GA</u></p> <p>Country: <u>USA</u>                                      Zip: <u>30097</u></p> <p><input checked="" type="checkbox"/> Association Citizenship <u>USA</u>  <input type="checkbox"/> General Partnership Citizenship _____  <input type="checkbox"/> Limited Partnership Citizenship _____  <input type="checkbox"/> Corporation Citizenship _____  <input type="checkbox"/> Other                                      <input type="checkbox"/> Citizenship</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  (Designations must be a separate document from assignment)</p>
<p><b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b></p> <p>A. Trademark Application No.(s) See Attached Exhibit A      B. Trademark Registration No.(s) See Attached Exhibit A</p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p><b>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)</b></p>	
<p><b>5. Name address of party to whom correspondence concerning document should be mailed:</b>  Name: <u>Susan O'Brien</u></p> <p>Internal Address: <u>UCC Direct Services</u></p> <p>Street Address: <u>187 Wolf Road, Suite 101</u></p> <p>City: <u>Albany</u></p> <p>State: <u>NY</u>    Zip: <u>12205</u></p> <p>Phone Number: <u>800-342-3676</u></p> <p>Fax Number: <u>800-962-7049</u></p> <p>Email Address: <u>cls-udsalbany@wolterskluwers.com</u></p>	<p><b>6. Total number of applications and registrations involved:</b> <span style="float: right;"><b>9</b></span></p> <p><b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$ <u>240.00</u></b>  <input checked="" type="checkbox"/> Authorized to be charged by credit card  <input type="checkbox"/> Authorized to be charged to deposit account  <input type="checkbox"/> Enclosed</p> <p><b>8. Payment Information:</b></p> <p>a. Credit Card                      Last 4 Numbers <u>5683</u>  Expiration Date <u>11/09</u></p> <p>b. Deposit Account Number _____  Authorized User Name: _____</p>
<p><b>9. Signature:</b> <u>Mercedes Ferinas</u>    <u>4/6/09</u></p> <p style="text-align: center;">Signature    Date</p> <p style="text-align: center;"><u>Mercedes Ferinas</u> Name of Person Signing</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document. <b>14</b></p>	

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$165.00 2405041

EXHIBIT A  
TO  
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

List of Trademarks and Trademark Applications

<u>Trademark</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
<b>United States of America</b>		
DESIGN	2405041	11/21/2000
INNOTRAC	2403107	11/14/2000
INNOTRAC	2401195	11/7/2000
INNOTRAC (and design)	2457683	6/5/2001
<b>US - Georgia</b>		
INNOTRAC	S16747	11/13/1997
INNOTRAC	S16746	11/13/1997
INNOTRAC	S16745	11/13/1997
<b>European Community (OHIM)</b>		
INNOTRAC	1174960	1/9/2001
INNOTRAC	1174994	11/28/2000

[Execution]

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT ("Agreement"), dated March 27, 2009, is by and between Innotrac Corporation, a Georgia corporation ("Borrower"), and Wachovia Bank, National Association, a national banking association ("Bank").

WITNESSETH:

WHEREAS, Borrower has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, tradenames, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Bank and Borrower have entered into financing arrangements pursuant to which Bank may make loans and advances and provide other financial accommodations to Borrower as set forth in the Fourth Amended and Restated Loan and Security Agreement, dated of even date herewith, by and between Bank and Borrower (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Loan Documents"); and

WHEREAS, in order to induce Bank to enter into the Loan Agreement and the other Loan Documents and to make loans and advances and provide other financial accommodations to Borrower pursuant thereto, Borrower has agreed to grant to Bank certain collateral security as set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations, Borrower hereby grants to Bank a continuing security interest in and a general lien upon, and a collateral assignment of, the following (being collectively referred to herein as the "Trademark Collateral"): (a) all of Borrower's now existing or hereafter acquired right, title, and interest in and to: (i) all of Borrower's trademarks, tradenames, tradestyles and service marks and all applications for registration, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Borrower's use of any trademarks, tradenames, tradestyles and service marks, and all reissues, continuations, extensions and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under

all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Borrower against third parties for past or future infringement of the Trademarks.

## 2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Bank pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all of the Obligations.

## 3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Borrower hereby represents, warrants and covenants with and to Bank the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) All of the existing Trademark Collateral is valid and subsisting in full force and effect, and Borrower owns the sole, full and clear title thereto, and the right and power to grant the security interest and collateral assignment granted hereunder. Borrower shall, at Borrower's expense, perform all acts and execute all documents necessary to maintain the existence of the Trademark Collateral consisting of registered Trademarks as registered trademarks and to maintain all of the Trademark Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Trademark Collateral is not subject to any material liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(d) below.

(b) Borrower shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Trademark Collateral, or otherwise dispose of any of the Trademark Collateral, in each case without the prior written consent of Bank, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Bank to any such action, except as such action is expressly permitted hereunder.

(c) Borrower shall, at Borrower's expense, promptly perform all necessary acts and execute all documents reasonably requested at any time by Bank to evidence, perfect, maintain, record or enforce the security interest in and collateral assignment of the Trademark Collateral granted hereunder or to otherwise further the provisions of this Agreement. Borrower hereby authorizes Bank to file one or more financing statements (or similar documents) with respect to the Trademark Collateral. Borrower further authorizes Bank to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks.

(d) As of the date hereof, Borrower does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(e) Borrower shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Bank a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Trademark Collateral pursuant to Bank's exercise of the rights and remedies granted to Bank hereunder.

(f) After the occurrence and during the continuance of an Event of Default, Bank may, in its discretion, pay any amount or do any act which Borrower fails to pay or do as required hereunder or as requested by Bank to preserve, defend, protect, maintain, record or enforce the Obligations, the Trademark Collateral, or the security interest and collateral assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Borrower shall be liable to Bank for any such payment, which payment shall be deemed an advance by Bank to Borrower, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(g) Borrower shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, unless Borrower has given Bank thirty (30) days prior written notice of such action. If, after the date hereof, Borrower shall (i) obtain any registered trademark or tradename, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Bank, Borrower shall promptly execute and deliver to Bank any and all assignments, agreements, instruments, documents and such other papers as may be requested by Bank to evidence the security interest in and collateral assignment of such Trademark in favor of Bank.

(h) Borrower has not abandoned any of the Trademarks and Borrower will not do any act, nor omit to do any act, whereby the Trademarks used by or useful to Borrower may become abandoned, invalidated, unenforceable, avoided, or avoidable. Borrower shall promptly notify Bank if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(i) Borrower shall render any assistance, as Bank shall determine is necessary, to Bank in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Borrower's exclusive property and to protect Bank's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(j) To Borrower's actual knowledge, no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Trademark Collateral or the benefits of this Agreement granted to Bank, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Bank hereunder. To Borrower's actual knowledge, there has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or in part, nor is the validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which Borrower is a party. Borrower shall promptly notify Bank if Borrower (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Bank, Borrower, at Borrower's expense, shall join with Bank in such action as Bank, in Bank's reasonable discretion, may deem necessary for the protection of Bank's interest in and to the Trademarks.

(k) Borrower assumes all responsibility and liability arising from the use of the Trademarks and Borrower hereby indemnifies and holds Bank harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product

manufactured, promoted, or sold by Borrower (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Borrower (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

#### 4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Bank, upon the occurrence of any Event of Default, as such term is defined in the Loan Agreement (each an "Event of Default" hereunder).

#### 5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Bank, whether provided under this Agreement, the Loan Agreement, the other Loan Documents, applicable law or otherwise, Bank shall have the following rights and remedies which may be exercised without notice to, or consent by, Borrower except as such notice or consent is expressly provided for hereunder:

(a) Bank may require that neither Borrower nor any affiliate or subsidiary of Borrower make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Bank may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Bank by Borrower or any subsidiary or affiliate of Borrower.

(b) Bank may grant such license or licenses relating to the Trademark Collateral for such term or terms, on such conditions, and in such manner, as Bank shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Bank may assign, sell or otherwise dispose of the Trademark Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Borrower of intended disposition of Trademark Collateral is required by law, the giving of five (5) days prior written notice to Borrower of any proposed disposition shall be deemed reasonable notice thereof and Borrower waives any other notice with respect thereto. Bank shall have the power to buy the Trademark Collateral or any part thereof, and Bank shall also have the power to execute assurances and perform all other acts which Bank may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Borrower shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Trademark Collateral pursuant to the terms hereof, Bank may at any time execute and deliver on behalf of Borrower, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application for registration, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Borrower agrees to pay Bank on demand all costs incurred in any such transfer of the Trademark Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Borrower agrees that Bank has no obligation to preserve rights to the Trademarks against any other parties.

(e) Bank may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Trademark Collateral in accordance with the terms of the Loan Agreement.

(f) Borrower shall supply to Bank or to Bank's designee, Borrower's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Borrower's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Bank to take any such action at any time. All of Bank's rights and remedies, whether provided under this Agreement, the other Loan Documents, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

## 6. MISCELLANEOUS

(a) Capitalized terms used herein and not defined shall have the meanings given to such terms in the Loan Agreement. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Bank and Borrower pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency, instrumentality or political subdivision thereof.

(b) This Agreement and any document referred to herein shall be binding upon Borrower and its successors and assigns and inure to the benefit of and be enforceable by Bank and its successors and assigns.

(c) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(d) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Bank. Bank shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Bank. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Bank of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Bank would otherwise have on any future occasion, whether similar in kind or otherwise.

(e) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of any such agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

IN WITNESS WHEREOF, Borrower and Bank have executed this Agreement as of the day and year first above written.

**BORROWER:**

INNOTRAC CORPORATION

By:   
Name: Scott D. Dorfman  
Title: President

**BANK:**

WACHOVIA BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: Jeanette K. Childress  
Title: Director

Trademark Security Agreement



IN WITNESS WHEREOF, Borrower and Bank have executed this Agreement as of the day and year first above written.

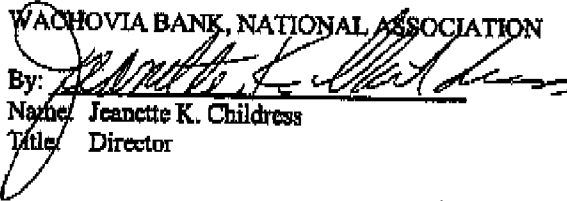
BORROWER:

INNOTRAC CORPORATION

By: \_\_\_\_\_  
Name: Scott D. Dorfman  
Title: President

BANK:

WACHOVIA BANK, NATIONAL ASSOCIATION

By:   
Name: Jeanette K. Childress  
Title: Director

Trademark Security Agreement

EXHIBIT B  
TO  
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

List of Licenses

None

EXHIBIT C  
TO  
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

Form of Special Power of Attorney

SPECIAL POWER OF ATTORNEY

STATE OF GEORGIA            )  
  ) ss.:  
GWINNET COUNTY            )

KNOW ALL MEN BY THESE PRESENTS, that Innotrac Corporation, a Georgia corporation ("Borrower"), hereby appoints and constitutes, severally, Wachovia Bank, National Association ("Bank"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Borrower:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Bank, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Borrower in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Bank, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Borrower and Bank (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Bank.

Dated: March 27, 2009

INNOTRAC CORPORATION

By: \_\_\_\_\_  
Name: Scott D. Dorfman  
Title: President

STATE OF GEORGIA        )  
                                  ) ss.:  
GWINNET COUNTY         )

On this \_\_\_\_ day of March, 2009, before me personally came Scott D. Dorfman, to me known, who being duly sworn, did depose and say, that he is the President of Innotrac Corporation, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public

SPECIAL POWER OF ATTORNEY

STATE OF GEORGIA            )  
  ) ss.:  
GWINNET COUNTY            )

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1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Bank, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Borrower in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.
2. Execution and delivery of any and all documents, statements, certificates or other papers which Bank, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

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Dated: March 27, 2009

INNOTRAC CORPORATION

By: \_\_\_\_\_  
Name: Scott D. Dorfman  
Title: President

TRADEMARK

REEL: 003964 FRAME: 0618

STATE OF GEORGIA        )  
                                  ) ss.:  
GWINNET COUNTY         )

On this \_\_\_\_ day of March, 2009, before me personally came Scott D. Dorfman, to me known, who being duly sworn, did depose and say, that he is the President of Innotrac Corporation, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

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Notary Public