# 900277011 01/13/2014

### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Innotrac Corporation		01/06/2014	CORPORATION: GEORGIA

#### **RECEIVING PARTY DATA**

Name:	Regions Bank, as Collateral Agent
Street Address:	521 East Morehead Street
Internal Address:	Suite 200
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28207
Entity Type:	CORPORATION: ALABAMA

#### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4046347	SMARTHUB
Registration Number:	2405041	
Registration Number:	2403107	INNOTRAC
Registration Number:	2401195	INNOTRAC

#### **CORRESPONDENCE DATA**

Fax Number: 9192868199

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

via US Mail.

Phone: 919 286-8000

Email: PTO\_TMconfirmation@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 430 Davis Drive Address Line 2: Suite 500

Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER: 029925-127 TRADEMARK

900277011 REEL: 005191 FRAME: 0280

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NAME OF SUBMITTER:	John E. Slaughter	
Signature:	/John E. Slaughter/	
Date:	01/13/2014	
Total Attachments: 4 source=CHAR1 - 1343395v1 - Executed Notice of Grant of Security Interest in Tra #page1.tif source=CHAR1 - 1343395v1 - Executed Notice of Grant of Security Interest in Tra #page2.tif source=CHAR1 - 1343395v1 - Executed Notice of Grant of Security Interest in Tra #page3.tif source=CHAR1 - 1343395v1 - Executed Notice of Grant of Security Interest in Tra #page4.tif		

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## **NOTICE**

OF

#### GRANT OF SECURITY INTEREST

IN

#### **TRADEMARKS**

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Pledge and Security Agreement dated as of January 6, 2014 (as the same may be amended, modified, restated or supplemented from time to time, the "Agreement" – capitalized terms used but not defined herein have the meanings ascribed therein) by and among the Obligors from time to time party thereto (each an "Obligor" and collectively, the "Obligors") and REGIONS BANK, as Collateral Agent (the "Collateral Agent") for the holders of the Secured Obligations referenced therein, the undersigned Obligor has granted a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in and to the Trademarks, including the trademarks and trademark applications set forth on Schedule 1 attached hereto, to the Collateral Agent for the ratable benefit of the holders of the Secured Obligations to secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations.

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The undersigned Obligor and the Collateral Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the trademarks set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Agreement, (ii) is not to be construed as an assignment of any trademark, and (iii) in the event of any conflict between the terms of this agreement and the terms of the Agreement, the terms of the Agreement shall govern. This notice may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

Very muly yours,

INNOTRAC CORPORATION, a Georgia corporation

Name: Steve Keaveney

Title: Chief Financial Officer

Acknowledged and Accepted:

REGIONS BANK, as Collateral Agent

Name:

Title:

Senior Vice Product

# Schedule 1

# **Innotrac Corporation** (Georgia Corporation)

## U.S. Trademarks

# **Registered Marks**

Mark	Reg. No.	Reg. Date
SMARTHUB	4046347	10/25/11
Design only	2405041	11/21/00
INNOTRAC	2403107	11/14/00
INNOTRAC	2401195	11/07/00

TRADEMARK REEL: 005191 FRAME: 0285

**RECORDED: 01/13/2014**