

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364746

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ENTITY CONVERSION		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INNOTRAC CORPORATION		10/22/2015	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	INNOTRAC, L.P.		
Street Address:	40 Technology Pkwy South		
Internal Address:	#300		
City:	Norcross		
State/Country:	GEORGIA		
Postal Code:	30092		
Entity Type:	LIMITED PARTNERSHIP: GEORGIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2405041		
Registration Number:	2401195	INNOTRAC	
Registration Number:	2403107	INNOTRAC	
Registration Number:	4046347	SMARTHUB	
CORRESPONDENCE DATA			
Fax Number:	2158325767		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215-569-5767		
Email:	perry@blankrome.com		
Correspondent Name:	David M. Perry		
Address Line 1:	Blank Rome LLP		
Address Line 2:	One Logan Square, 8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
ATTORNEY DOCKET NUMBER:	144690-00101		
NAME OF SUBMITTER:	David M. Perry		
SIGNATURE:	/David M. Perry/		
DATE SIGNED:	12/07/2015		

OP \$115.00 2405041

Total Attachments: 10

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**PLAN OF CONVERSION
OF
INNOTRAC CORPORATION
INTO
INNOTRAC, L.P.**

This PLAN OF CONVERSION (this “**Plan**”), dated as of October 22, 2015, sets forth the terms, conditions and procedures governing the conversion of Innotrac Corporation, a Georgia corporation (the “**Converting Corporation**”), into a Georgia limited partnership pursuant to Sections 14.9-206.2 and 14-2-1109.1 of the Georgia Code (as amended, the “**Code**”).

RECITALS

WHEREAS, the Converting Corporation is a corporation formed and existing under the laws of the State of Georgia;

WHEREAS, it is in the best interest of the Converting Corporation and Blue Eagle Holdings III, L.P., a Georgia limited partnership and sole shareholder of the Converting Corporation (the “**Shareholder**”), that the Converting Corporation elect to convert into a Georgia limited partnership under the name “Innotrac, L.P.” (the “**Resulting Partnership**”) pursuant to Sections 14-2-1109.1 and 14.9-206.2 of the Code, upon the terms and subject to the conditions and in accordance with the procedures set forth herein;

WHEREAS, the Shareholder has formed Innotrac GP, LLC, a Delaware limited liability company (the “**General Partner**”) for the express purpose of acting as the general partner of the Resulting Partnership; and

WHEREAS, the Conversion and the election by Shareholder to be treated as an association taxable as a corporation for United States federal income tax purposes are pursuant to a plan of reorganization and are intended to qualify as a reorganization described in Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, the Converting Corporation does hereby authorize, adopt and approve this Plan to effectuate the Conversion of the Converting Corporation into the Resulting Partnership as follows:

1. Conversion; Effect of Conversion. Upon the terms and subject to the conditions of this Plan and pursuant to the relevant provisions of the Code, the Converting Corporation shall convert (referred to herein as the “**Conversion**”) into the Resulting Partnership at the Effective Time (as defined below). The Converting Corporation shall not be required to wind up its affairs or pay its liabilities and distribute its assets, and the Conversion shall not be deemed to constitute dissolution of the Converting Corporation and shall constitute a continuation of the existence of the Converting Corporation in the form of a Limited Partnership of the State of Georgia. The Conversion otherwise shall have the effects specified in Section 14.9-206.2 of the Code.

2. Certificate of Conversion; the Certificate of Limited Partnership; Effective Time. The Conversion shall be effected by the filing with the Secretary of State of the State of Georgia of: (a) a duly executed Certificate of Conversion meeting the requirements of Section 14.9-206.2 of the Code substantially in the form of Exhibit A attached hereto (the “**Certificate of Conversion**”); and (b) a duly executed Certificate of Limited Partnership of the Resulting Partnership, substantially in the form of Exhibit B attached hereto (the “**Certificate of Limited Partnership**”). The Conversion shall become effective on October 22, 2015, as specified in the Certificate of Conversion; provided that, in any event, the filing of the Certificate of Conversion shall have been approved by the Corporation Board and the Shareholder in accordance with the provisions of Section 14-2-1109.1 of the Code. The date and time of such effectiveness is referred to herein as the “**Effective Time**.”

3. Governance and Other Matters Related to the Resulting Partnership.

(a) Limited Partnership Agreement. At the Effective Time, the Limited Partnership Agreement of the Resulting Partnership shall be substantially in the form of Exhibit C attached hereto, shall be deemed approved as such by the Corporation Board and the Shareholder, and shall be deemed adopted and executed by the partners of the Resulting Partnership.

4. Effect of the Conversion on the Stock of the Converting Corporation. Upon the terms and subject to the conditions of this Plan, at the Effective Time, automatically by virtue of the Conversion and without any further action on the part of the Converting Corporation, the Resulting Partnership or any equityholder thereof:

(a) Conversion of Shares. (i) All of the outstanding shares of stock of the Converting Corporation (the “**Shares**”) shall be converted into 100% of the validly issued, fully paid and nonassessable limited partnership interests of the Resulting Partnership (the “**Limited Partnership Interests**”). Following the Effective Time, all Shares shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist, and the Shareholder immediately prior to the Effective Time shall cease to have any rights in respect thereof, except the right to receive that the Limited Partnership Interests into which such Shares were converted pursuant to the Conversion and this Section 4(a).

(b) No Further Ownership Rights in Shares. All Limited Partnership Interests issued in exchange for the Shares of the Converting Corporation pursuant to the Conversion in accordance with the terms of this Section 4 shall be deemed to have been issued in full satisfaction of all rights pertaining to the Shares granted by the Code. After the Effective Time, there shall be no further registration of transfers on the transfer books of the Converting Corporation of the Shares that were outstanding immediately prior to the Effective Time.

5. Further Assurances. If, at any time after the Effective Time, the Resulting Partnership shall determine or be advised that any deeds, bills of sale, assignments, agreements, documents or assurances or any other acts or things are necessary, desirable or appropriate, consistent with the terms of this Plan, (a) to vest, perfect or confirm, of record or otherwise, in the Resulting Partnership its right, title or interest in, to or under any of the rights, privileges, immunities, powers, purposes, franchises, properties or assets of the Converting Corporation, or

(b) to otherwise carry out the purposes of this Plan, the Resulting Partnership, its General Partner and its officers, if any, are hereby authorized to solicit in the name of the Converting Corporation any third-party consents or other documents required to be delivered by any third party, to execute and deliver, in the name and on behalf of the Converting Corporation, all such deeds, bills of sale, assignments, agreements, documents and assurances and do, in the name and on behalf of the Converting Corporation, all such other acts and things necessary, desirable or appropriate to vest, perfect or confirm its right, title or interest in, to or under any of the rights, privileges, immunities, powers, purposes, franchises, properties or assets of the Converting Corporation and otherwise to carry out the purposes of this Plan.

6. Implementation and Interpretation; Termination and Amendment. This Plan shall be implemented and interpreted, prior to the Effective Time, by the Corporation Board and, following the Effective Time, by the General Partner of the Resulting Partnership, (a) each of which shall have full power and authority to delegate and assign any matters covered hereunder to any other party or parties, including, without limitation, any officers of the Converting Corporation or the Resulting Partnership, as the case may be, and (b) the interpretations and decisions of which shall be final, binding and conclusive on all parties. The Corporation Board, at any time and from time to time, may terminate, amend or modify this Plan without any further consent or approval of the Shareholder or any other Person.

7. Third Party Beneficiaries. This Plan shall not confer any rights or remedies upon any Person other than as expressly provided herein.

8. Severability. If any provision of this Plan or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Plan and the application of that provision to other Persons or circumstances shall not be affected thereby, and that provision shall be enforced to the greatest extent permitted by law.

9. Governing Law. This Plan shall be construed in accordance with and governed by the laws of the State of Georgia, without regard to the conflict of laws provisions thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Plan of Conversion as of the date first above written.

INNOTRAC CORPORATION, a Georgia corporation

By: Paul E. Donofrio
Name: PAUL E. DONOFRIO
Title: CFO

ACKNOWLEDGED:

INNOTRAC GP, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

Signature Page to Plan of Conversion

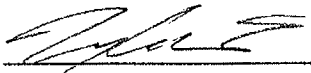
IN WITNESS WHEREOF, the undersigned has executed this Plan of Conversion as of the date first above written.

INNOTRAC CORPORATION, a Georgia corporation

By: _____
Name: _____
Title: _____

ACKNOWLEDGED:

INNOTRAC GP, LLC, a Delaware limited liability company

By:  _____
Name: M. Avi Epstein
Title: Vice President

Signature Page to Plan of Conversion

EXHIBIT A

Certificate of Conversion

See Attached.

**CERTIFICATE OF CONVERSION
OF
INNOTRAC CORPORATION,
a Georgia Corporation**

INTO

**INNOTRAC, L.P.,
a Georgia Limited Partnership**

Pursuant to Section 14-9-206.2 of the Georgia Code, as amended (the “Code”) it is hereby certified that:

1. The name of the Georgia corporation is Innotrac Corporation (the “**Corporation**”).
2. The Corporation elects to be converted into Innotrac, L.P., a Georgia limited partnership (the “**Converted Entity**”).
3. The plan of conversion has been approved by the written consent of the sole shareholder of the Corporation, as required by Section 14-9-206.2(a)(2) of the Georgia Code.
4. Submitted with this Certificate is the Certificate of Limited Partnership that is in the form required by Section 14-9-201 of the Code, which sets forth a name for the Converted Entity that satisfies the requirements of Section 14-9-102 of the Code. Such Certificate of Limited Partnership shall be the Certificate of Limited Partnership of the Converted Entity.
5. The issued and outstanding shares of the Corporation held by the sole shareholder will be converted into 100% of the limited partnership interests in the Converted Entity without further action by the sole shareholder.
6. The conversion will be effective on October 22, 2015.

*Remainder of page intentionally blank.
Signature page follows.*

The Corporation has caused this Certificate of Conversion to be signed by a duly authorized officer, who affirms that the facts stated herein are true.

Dated: OCTOBER 21, 2015.

INNOTRAC CORPORATION

By: Paul E. Donofrio
Name: PAUL E. DONOFRIO
Title: CFO

ATTACHMENT
Certificate of Limited Partnership of
Innotrac, L.P.

CERTIFICATE OF LIMITED PARTNERSHIP
OF
INNOTRAC, L.P.

The undersigned, pursuant to Section 14-9-201 of the Georgia Revised Uniform Limited Partnership Act, desiring to form a limited partnership under the laws of the State of Georgia, hereby certifies that:

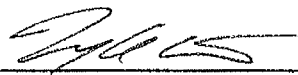
1. The name of the limited partnership is Innotrac, L.P.
2. The street address of the registered office is 40 Technology Pkwy South, #300, Norcross, GA 30092, Gwinnett County. The registered agent at that address is Corporation Service Company.
3. The name and business address of each general partner are set forth below:

<u>NAME</u>	<u>BUSINESS ADDRESS</u>
Innotrac GP, LLC	401 North Michigan Avenue, Suite 3300 Chicago, IL 60611

4. This filing will be effective on October 22, 2015.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership on and as of the 22nd day of October, 2015.

INNOTRAC GP, LLC, the General Partner

By: 
Name: M. Avi Epstein
Title: Vice President

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