

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451501

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		11/16/2017	Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	Radial, Inc.
Street Address:	935 First Avenue
City:	King of Prussia
State/Country:	PENNSYLVANIA
Postal Code:	19087
Entity Type:	Corporation: PENNSYLVANIA
Name:	Radial South, L.P.
Street Address:	935 First Avenue
City:	King of Prussia
State/Country:	PENNSYLVANIA
Postal Code:	19087
Entity Type:	Limited Partnership: GEORGIA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2958613	DEAL HAVEN
Registration Number:	2414512	FOGDOG
Registration Number:	2527899	FOGDOG
Registration Number:	2590838	FOG DOG
Registration Number:	2587627	FOGDOG
Registration Number:	3233493	
Registration Number:	3190948	VENDORNET
Registration Number:	3596841	STORENET
Registration Number:	3041044	GSI COMMERCE
Serial Number:	75395829	INNOTRAC
Serial Number:	75389180	INNOTRAC
Serial Number:	75448648	
Serial Number:	85064061	SMARTHUB

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86784445	STORENET

CORRESPONDENCE DATA

Fax Number: 2024083141

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.

Phone: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	921827-20
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	11/20/2017

Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This Release of Security Interest in Trademark Rights, dated as of November 16, 2017 (the "Trademark Security Release"), is made by Morgan Stanley Senior Funding, Inc., as the Collateral Agent for the several banks and other financial institutions (the "Lenders") party to the Second Lien Credit Agreement (as defined below) (in such capacity, the "Agent"), in favor of Radial, Inc. (formerly known as eBay Enterprise, Inc.), a Pennsylvania corporation and Radial South, L.P. (formerly known as Innotrac, L.P.), a Georgia limited partnership (each a "Grantor" and collectively the "Grantors"). Capitalized terms used and not defined herein have the meanings given to such terms in the Second Lien Credit Agreement and the Security Agreement (each, as defined below).

WHEREAS, Radial Holdings, L.P. (formerly known as Blue Eagle Holdings III, L.P.), a Delaware limited partnership (the "Borrower") and Radial II, L.P. (formerly known as Blue Eagle Holdings II, L.P.), a Delaware limited partnership ("Holdings"), entered into that certain Second Lien Credit Agreement, dated as of November 2, 2015, with the Lenders and Agent, pursuant to which the Lenders severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein (the "Second Lien Credit Agreement");

WHEREAS, in connection with the Second Lien Credit Agreement, the Borrower, Holdings and certain of the Borrower's domestic subsidiaries, including the Grantors (together, the "Guarantors"), executed and delivered a Second Lien Security Agreement, dated as of November 2, 2015, in favor of the Agent (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantors granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in certain Intellectual Property, including the Trademarks (collectively, the "Trademark Collateral");

WHEREAS, in connection with the Security Agreement, the Grantors executed and delivered that certain Grant of Security Interest in Intellectual Property Rights agreement dated as of November 2, 2015 made by and between the Grantors and the Agent (the "Intellectual Property Security Agreement") for recording with the United States Patent and Trademark Office;

WHEREAS, the Intellectual Property Security Agreement was recorded in the United States Patent and Trademark Office on November 5, 2015 on Reel/Frame 5667/0695;

WHEREAS, the Credit Party Obligations (as defined in the Second Lien Credit Agreement) secured by the Trademark Collateral have been repaid or otherwise satisfied; and

WHEREAS, the Agent therefore desires to release, terminate and discharge its Lien and security interest in and to the Trademark Collateral and grant all of its right, title and interest in the Trademark Collateral to the Grantors.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent and the Grantors hereby agree as follows:

1. The Agent hereby releases, terminates and discharges to the Grantors (a) the Agent's continuing security interest in, right of setoff against and Lien on, and (b) any of the Agent's other rights, title or interest of any kind or nature in, to or under, the Trademark Collateral, including, without limitation, the Trademarks listed on Schedule 1 hereto.

2. The Agent hereby authorizes and acknowledges the termination of the Intellectual Property Security Agreement. At Grantor's expense, the Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby and terminate the Intellectual Property Security Agreement.

3. This Trademark Security Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Release by facsimile will be as effective as delivery of a manually executed counterpart of this Trademark Security Release.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Release of Security Interest in Trademark Rights to be duly executed and delivered by their respective officers thereunto duly authorized as of the date above first written.

MORGAN STANLEY SENIOR FUNDING,
INC., in its capacity as Agent under the
Second Lien Credit Agreement

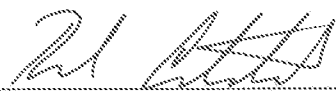
By:


Name: W. Hansen

Title: VP

[Signature Page to Release of Security Interest in Trademark Rights]

RADIAL, INC. in its capacity as Grantor

By: _____

Name: Paul Cataldo

Title: Secretary & Chief Administrative Officer

[Signature Page to Release of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006209 FRAME: 0259

RADIAL SOUTH, L.P. in its capacity as
Grantor

By: 
Name: Paul Cataldo
Title: Secretary & Chief Administrative Officer

[Signature Page to Release of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006209 FRAME: 0260

SCHEDULE 1

Trademark Registrations and Trademark Applications

Trademark Registrations:

Registered Owner	Jurisdiction	Trademark Description	Registration Number	Registration Date
Radial, Inc.	U.S.	DEAL HAVEN	2958613	May 31, 2005
Radial, Inc.	U.S.	FOGDOG	2414512	December 19, 2000
Radial, Inc.	U.S.	FOGDOG	2527899	January 8, 2002
Radial, Inc.	U.S.	FOGDOG & Design	2590838	July 9, 2002
Radial, Inc.	U.S.	FOGDOG (Stylized)	2587627	July 2, 2002
Radial, Inc.	U.S.	Miscellaneous (Globe) Design	3233493	April 24, 2007
Radial, Inc.	U.S.	VENDORNET	3190948	January 2, 2007
Radial, Inc.	U.S.	STORENET	3596841	March 24, 2009
Radial, Inc.	U.S.	GSI COMMERCE	3041044	January 10, 2006
Radial South, L.P.	U.S.	INNOTRAC	75395829	November 14, 2000
Radial South, L.P.	U.S.	INNOTRAC	75389180	November 7, 2000
Radial South, L.P.	U.S.	Design Only	75448648	November 21, 2000
Radial South, L.P.	U.S.	SMARTHUB	85064061	October 25, 2011

Trademark Applications:

Registered Owner	Jurisdiction	Trademark Description	Serial Number	Filing Date
Radial, Inc	U.S.	STORENET	86784445	October 11, 2015