

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jagged Peak, Inc.		12/17/2009	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Moriah Capital, L.P.		
Street Address:	444 Madison Avenue, Suite 501		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77670126	JAGGED PEAK	
Serial Number:	77670281	EDGE	
CORRESPONDENCE DATA			
Fax Number:	(212)586-5095		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-381-8737		
Email:	triess@ctswlaw.com		
Correspondent Name:	Ting Riess		
Address Line 1:	420 Lexington Avenue, Ste. 2400		
Address Line 4:	New York, NEW YORK 10170		
NAME OF SUBMITTER:	Y. Ting Riess		
Signature:	/s/ Y. Ting Riess		
Date:	12/22/2009		
Total Attachments: 4			

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**TRADEMARK
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**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 17, 2009, made by JAGGED PEAK, INC., a Nevada corporation (together with its Subsidiaries, "Grantor"), in favor of **MORIAH CAPITAL, L.P.**, a Delaware limited partnership ("Lender").

Capitalized terms not otherwise defined herein have the meaning set forth in the Patent and Trademark Security Agreement, of even date herewith, between Grantor and Lender (the "Patent and Trademark Security Agreement").

WITNESSETH:

WHEREAS, the Grantor has acquired an interest in certain trademarks identified in **Exhibit 1** hereto (the "Trademarks");

WHEREAS, the Grantor and the Lender are parties to that certain Loan and Security Agreement, dated as of December 17, 2009 (as from time to time amended or supplemented, the "Loan Agreement");

WHEREAS, it is a condition precedent to the Lender's entry into the Loan Agreement that the Grantor shall have executed and delivered the Patent and Trademark Security Agreement to the Lender;

WHEREAS, the Grantor wishes to grant to Lender a security interest in certain of its property and assets to secure the performance of its obligations under the Loan Agreement and the other Loan Documents;

WHEREAS, the Grantor and the Lender by this instrument seek to confirm and make a record of the collateral assignment of and grant of a security interest in the Trademarks.

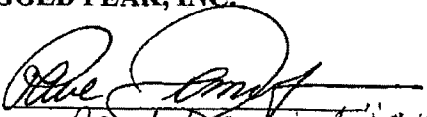
NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor does hereby acknowledge and confirm that it has made a collateral assignment to the Lender of, and has granted to the Lender a security interest in, all of the Grantor's right, title and interest in, to, and under the Trademarks. The Grantor also acknowledges and confirms that the rights and remedies of Lender with respect to the collateral assignment of and security interests in the Trademarks acknowledged and confirmed hereby are more fully set forth in the Patent and Trademark Security Agreement and the Loan Documents, the terms and provisions of which are incorporated herein by reference.

[SIGNATURE PAGE FOLLOWS]

EXECUTION COPY

IN WITNESS WHEREOF, the Grantor and the Lender have caused this Trademark Collateral Assignment and Security Agreement to be duly executed and delivered by their respective officers or other representatives thereunto duly authorized as of the date first above written.

JAGGED PEAK, INC.

By: 
Name: Paul Demirdjian
Title: President/CEO

MORIAH CAPITAL, L.P.

By: Moriah Capital Management, L.P.,
General Partner

By: Moriah Capital Management, GP, LLC,
General Partner

By: 
Name: _____
Title: _____

[SIGNATURE PAGE - TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT]

EXECUTION COPY

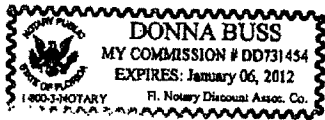
STATE OF FL)ss.
COUNTY OF Hillsborough

On December 17, 2009, before me, Donna Buss, a Notary Public, personally appeared Paul Demirdjan, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity on behalf of Jagged Peak, Inc., as Grantor, and that by his signature on the instrument, Jagged Peak, Inc. executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of FL that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Donna Buss
_____, Notary Public
My Commission Expires 01/06/12



[NOTARIZATION PAGE - TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT]

EXHIBIT 1

Trademarks

Serial App. No.	Item	Status	Filing Date	Date Published, Allowed, or Registered
77670126	Jagged Peak	Live	February 13, 2009	December 8, 2009
77670281	Edge	Live	February 13, 2009	Not yet published, allowed or registered