

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541556

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MORIAH CAPITAL, L.P.		09/04/2019	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	JAGGED PEAK, INC.		
Street Address:	7650 COURTNEY CAMPBELL CAUSEWAY		
Internal Address:	SUITE 1200		
City:	TAMPA		
State/Country:	FLORIDA		
Postal Code:	33607		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3751374	JAGGED PEAK	
Registration Number:	3820236	EDGE	
CORRESPONDENCE DATA			
Fax Number:	803-255-98		
<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>			
Email:	ip@nelsonmullins.com		
Correspondent Name:	HOLLY L. COLLINS		
Address Line 1:	390 NORTH ORANGE AVENUE, SUITE 1400		
Address Line 2:	NELSON MULLINS RILEY & SCARBOROUGH LLP		
Address Line 4:	ORLANDO, FLORIDA 32801		
NAME OF SUBMITTER:	Holly L. Collins		
SIGNATURE:	/Holly L. Collins/		
DATE SIGNED:	09/19/2019		
Total Attachments: 5			
source=Jagged Peak IP Release - Executed#page1.tif			
source=Jagged Peak IP Release - Executed#page2.tif			
source=Jagged Peak IP Release - Executed#page3.tif			

CH \$65.00 3751374

source=Jagged Peak IP Release - Executed#page4.tif

source=Jagged Peak IP Release - Executed#page5.tif

RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (“Release”) is made and effective as of September 4, 2019, and granted by MORIAH CAPITAL, L.P. (the “Collateral Agent”), a Delaware limited partnership, as collateral agent for the secured parties under the Loan Agreement referred to below (the “Secured Parties”), in favor of JAGGED PEAK, INC., a Nevada corporation (together with its Subsidiaries, the “Grantor”) and their successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of December 17, 2009 (as from time to time amended or supplemented, the “Loan Agreement”), among the Grantor and the Collateral Agent, the Grantor executed and delivered to the Collateral Agent (i) that certain Loan and Security Agreement by and between the Grantor and the Collateral Agent dated as of December 17, 2009 (the “Master Security Agreement”), and (ii) that certain Trademark Collateral Assignment and Security Agreement by and between the Grantor and the Collateral Agent dated as of December 17, 2009 (the “Trademark Security Agreement” and, together with the Master Security Agreement, the “Security Agreements”);

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 004118, Frame 0460 on December 22, 2009; and

WHEREAS, the Grantor has requested that the Collateral Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Collateral Agent and the Secured Parties may have in the Collateral or any other intellectual property of the Grantor pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby states as follows:

1. Release of Security Interest. Collateral Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under, the following (collectively, the “Collateral”):

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source of the Grantor, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (“Trademarks”);

(b) any and all patents, patent applications, and other patent rights and any other governmental authority-issued indicia of invention ownership of the Grantor, including all

reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto ("Patents");

(c) any and all copyrights, copyright applications and registrations of the Grantor, and like protections in each work of authorship, whether registered or unregistered and whether published or unpublished, and all extensions and renewals thereof ("Copyrights");

(d) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all license and other agreements in which the Grantor has granted or is granted a license or other right to use any Patents, Trademarks, or Copyrights;

(f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

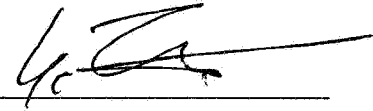
(g) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release, in each case at the sole cost and expense of the Grantor.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Nevada, without giving effect to any choice or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction).

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MORIAH CAPITAL, L.P.
as Collateral Agent

By: 

Name: Greg Zilberstein

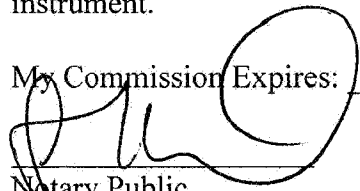
Title: Authorized Person

Address for Notices:

[SIGNATURE PAGE TO RELEASE OF INTELLECTUAL PROPERTY SECURITY
INTEREST BY MORIAH CAPITAL, L.P. IN FAVOR OF JAGGED PEAK, INC.]

STATE OF New Jersey)
COUNTY OF Bergen)SS.
)

On the 6 day of September, 2019, before me personally appeared Greg Zilberstein, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the authorized person of MORIAH CAPITAL, L.P., the Limited Partnership described, and acknowledged the instrument to be the free act and deed of MORIAH CAPITAL, L.P. for the uses and purposes mentioned in the instrument.

My Commission Expires: _____

Notary Public
Printed Name:

Saul Kaszovitz
Notary Public, State of New Jersey
No. 2410308
Qualified in Bergen County
My Commission Expires July 7, 2021

SCHEDULE 1

TRADEMARKS

Mark	Application No. and Date	Registration No. and Date	Status
Jagged Peak	77670126 (Filing Date: February 13, 2009)	3751374 (Registration Date: February 23, 2010)	Registered
Edge	77670281 (Filing Date: February 13, 2009)	3820236 (Registration Date: July 20, 2010)	Registered