

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dictaphone Corporation		05/31/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	Nice Systems, Inc.
Street Address:	301 Rt. 17 North
Internal Address:	10th Floor
City:	Rutherford
State/Country:	NEW JERSEY
Postal Code:	07070
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2551228	COMPUTER TELEPHONY INTELLIGENT
Registration Number:	2618512	INNERVOICE
Registration Number:	1020975	CALL CHECK
Registration Number:	1734557	CALL WATCH
Registration Number:	1857217	DIGIMAX
Registration Number:	1874569	GUARDIAN
Registration Number:	2742370	FREEDOM
Registration Number:	2453394	FREEDOM

CORRESPONDENCE DATA

Fax Number: (212)895-2900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212.895.2000
 Email: pto2@brownraysman.com
 Correspondent Name: Monica B. Richman, Esq.

CH \$215.00 2551228

Address Line 1: 900 Third Avenue
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER: Monica B. Richman

Signature: /monica b. richman/

Date: 07/13/2005

Total Attachments: 5
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TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement is by and between Dictaphone Corporation, a Delaware corporation, with a place of business 3191 Broadbridge Avenue, Stratford, Connecticut 06614-2559 (“Assignor”) and Nice Systems Inc., a Delaware corporation, with a place of business at 301 Rt. 17 North, 10th Floor, Rutherford, New Jersey 07070 (“Assignee”).

WHEREAS, Assignor and Assignee entered into an Asset Purchase and Sale Agreement dated as of April 11, 2005, as amended by that certain Amendment No. 1 to Asset Purchase and Sale Agreement, of even date herewith (together, “Asset Purchase Agreement”), pursuant to which Assignor has agreed to assign and to sell to Assignee, among all other things, all right, title and interest in and to certain Business Intellectual Property identified in the Asset Purchase Agreement;

WHEREAS, Assignor is the owner of certain Trademarks listed on the attached Exhibit A (the “Marks”), including any corresponding trademark applications and/or trademark registrations (the “Applications and Registrations”); and

WHEREAS, Assignee desires to acquire all of Assignor’s right, title and interest in and to the Marks, including all Applications and Registrations.

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor assigns to Assignee, and Assignee hereby accepts said assignment, all of Assignor’s right, title, and interest in and to the Marks, including all Applications and Registrations and all common law rights, together with the business, or portion thereof, to which the Marks pertain, the goodwill symbolized by use of the

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Marks, and the right to sue third parties for and recover damages from past and future infringement of the Marks.

Assignor hereby agrees to assist Assignee in any reasonable manner to perfect Assignee's right, title and interest in and to the Marks in the United States or any other country, including, without limitation, complying with all reasonable requests and instructions, and any requests for documentation required by the United States or a foreign Trademark Office, and promptly executing and delivering all documents requested by Assignee and required by any Trademark office.

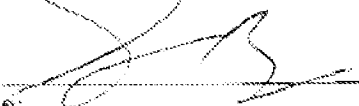
All covenants and obligations herein shall be binding on and inure to the benefit of the Assignor, Assignee and their respective successors and permitted assigns.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademark registrations, to record this Assignment, and to issue or transfer said Applications and Registrations to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.

IN WITNESS WHEREOF, this Assignment has been executed by the parties on the day and year written below.

ASSIGNOR:

Dictaphone Corporation

By: 
Name: _____
Title: _____

ASSIGNEE:

Nice Systems Inc.

By: _____
Name: _____
Title: _____

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Subscribed and sworn to before me

This 31st day of May, 2005.


Notary Public

JILL C. LANGAN
Notary Public, State of New York
No. 07L0109524
Qualified in Richmond County
Certificate Filed in New York County
Commission Expires May 10, 2008

Subscribed and sworn to before me

This ____ day of _____, 2005.

Notary Public

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European Union
United Kingdom
United States

IN WITNESS WHEREOF, this Assignment has been executed by the parties on the day and year written below.

ASSIGNOR:

Dictaphone Corporation

By: _____
Name:
Title:

Subscribed and sworn to before me

This _____ day of _____, 2005.

Notary Public

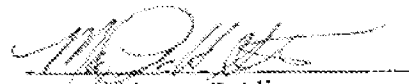
ASSIGNEE:

Nice Systems Inc.

By: E. Goren
Name: ERAN GOREV
Title: PRESIDENT AND CEO

Subscribed and sworn to before me

This 26 day of May, 2005.



Notary Public

MARY-PATRICIA H. STAGEN
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAY 14, 2007

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EXHIBIT A:

Mark	Country	Serial. No.	Filing Date	Reg. No.	Reg. Date
COMPUTER TELEPHONY INELLIGENT	United States	75/436,378	2/18/1998	2,551,228	3/19/2002
INNERVOICE	United States	75/643,947	2/19/1999	2,618,512	9/10/2002
CALL CHECK	United States	73/014,399	2/26/1974	1,020,975	9/23/1975
CALL WATCH	United States	74/255,376	3/13/1992	1,734,557	11/24/1992
DIGIMAX	United States	74/385,471	5/3/1993	1,857,217	10/4/1994
GUARDIAN	United States	74/385,472	5/3/1993	1,874,569	1/17/1995
FREEDOM	United States	75/705,914	5/13/1999	2,742,370	7/29/2003
FREEDOM	United States	75/183,333	10/18/1996	2,453,394	5/22/2001