

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Performix Technologies Limited		05/22/2006	CORPORATION: IRELAND

**RECEIVING PARTY DATA**

<b>Name:</b>	Nice Systems Ltd.
<b>Street Address:</b>	8 Hapnina Street
<b>City:</b>	Ra'annana
<b>State/Country:</b>	ISRAEL
<b>Postal Code:</b>	43107
<b>Entity Type:</b>	CORPORATION: ISRAEL

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	76192337	EMVOLVE PERFORMANCE MANAGER
Serial Number:	76192472	EMVOLVE PERFORMANCE MANAGER
Serial Number:	76135032	PERFORM TECHNOLOGIES

**CORRESPONDENCE DATA**

Fax Number: (212)541-4630  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-541-2000  
 Email: nyuspto@bryancave.com  
 Correspondent Name: Bryan Cave LLP  
 Address Line 1: 1290 Avenue of the Americas  
 Address Line 4: New York, NEW YORK 10104

<b>ATTORNEY DOCKET NUMBER:</b>	0196777/PROFOMIX/NICE
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**DOMESTIC REPRESENTATIVE**

Name: M. Schwimmer and Schwimmer Mitchell Law

CH \$90.00 76192337

Address Line 1: 40 Radio Circle, Suite 7  
Address Line 4: Mt. Kisco, NEW YORK 10549

NAME OF SUBMITTER:	Stephen P. Gilbert
Signature:	/Stephen P. Gilbert/
Date:	06/30/2006

Total Attachments: 5  
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DATED MAY 22, 2006

PERFORMIX TECHNOLOGIES LIMITED, ASSIGNOR

- AND -

NICE SYSTEMS LTD., ASSIGNEE

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TRADEMARK ASSIGNMENT

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**THIS DEED OF ASSIGNMENT** dated the 22<sup>nd</sup> day of May 2006 (the "Deed")

**BETWEEN**

- (1) Performix Technologies Limited, a company incorporated under the laws of Ireland and having an address of 9 Hanover Street East, Dublin 2 Ireland (the "**Assignor**"); and
- (2) Nice Systems Ltd., a company organized under the laws of Israel and having an address of 8 Hapnina Street, POB 690, Ra'annana 43107, Israel (the "**Assignee**").

**BACKGROUND**

- A. Assignor is owner and/or is recorded as the registered proprietor of the Trademark Rights (as defined below).
- B. Under an Asset Purchase and Share Agreement dated April 27, 2006, Assignor agreed to assign the Trademark Rights (as defined below) to Assignee.
- C. Assignor wishes to record, and Assignee wishes to accept, the assignment to Assignee of all of Assignor's rights, title, and interest in and to the Trademark Rights, on the terms set out in this Deed.

**WITNESSES AS FOLLOWS:**

**1. DEFINITIONS**

- 1.1 The following definition shall apply in this Deed:

"**Trademark Rights**" means the trademarks, applications, and registrations set out in Schedule A attached hereto and made a part hereof and any and all legal, equitable, and other rights enforceable in any jurisdiction or country of the world related to such trademarks, applications, and registrations, including (i) issued, registered, or granted trademarks and registrations worldwide, (ii) applications for registration pending before any relevant authority worldwide, including any divided applications, renewals, or extensions based thereon, and (iii) the right to file, apply for, and prosecute through to grant in any country or jurisdiction in the world any and all trademarks, applications, and registrations corresponding to any of the foregoing.

**2. ASSIGNMENT**

- 2.1 Assignor has assigned and does hereby assign to Assignee, its successors, and assigns all of Assignor's right, title, and interest in and to the Trademark Rights and the goodwill associated with the Trademark Rights, together with all the rights of action, powers, and benefits belonging to the same, including all treaty, convention, statutory, and common law rights (including priority rights), the right to sue for and obtain damages and other relief in respect of any infringement (whether past, present, or future) of the Trademark Rights or any of them and for the Assignee, its successors, and assigns to hold, use, exercise, and enjoy the same unto the Assignee absolutely for the whole period of such rights for the time being capable of being assigned by the Assignor, together with any and all renewals and extensions throughout the world; and Assignee hereby accepts all of the foregoing.

**3. FURTHER ACTS**

- 3.1 The Assignor will, upon the written request, and at the sole cost and expense of Assignee, execute all such further assignments, transfers, deeds, documents, or other assurances and do all further acts and things as Assignee may reasonably request in order to enable Assignee to become registered or recorded as the proprietor or owner of the Trademark Rights and otherwise to secure the benefit of the Trademark Rights assigned under this Deed.

**4. COUNTERPARTS**

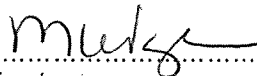
4.1 This Deed may be executed in more than one counterpart, each of which shall be deemed to and shall come into force once both Assignor and Assignee have executed and delivered such a counterpart in identical form.


**5. GOVERNING LAW**

5.1 This Deed shall be governed by and construed in accordance with the laws of the State of New York and the parties hereby agree to submit to the non-exclusive jurisdiction of the federal and state courts located in the County of New York in the State of New York and waive any challenges to personal jurisdiction by or venue in those courts.

**IN WITNESS WHEREOF** the parties have caused this Deed to be duly executed as a deed and is intended to be delivered and is delivered on the date and year first herein written.

**EXECUTED** as a DEED under its common seal by  
**PERFORMIX TECHNOLOGIES LIMITED**  
in the presence of:-

  
.....  
Director

  
.....  
Director/Secretary

**EXECUTED** as a DEED by  
**NICE SYSTEMS LTD.**  
in the presence of:-

.....  
Director

.....  
Director/Secretary

.....  
Director

.....  
Director/Secretary

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**PERFORMIX TECHNOLOGIES LIMITED**  
in the presence of:-

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**EXECUTED** as a DEED by  
**NICE SYSTEMS LTD.**  
in the presence of:-

  
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Director

.....  
Director/Secretary

  
.....  
Director

.....  
Director/Secretary

**SCHEDULE A**

**MARKS AND REGISTRATION APPLICATIONS**

<b>Trademark</b>	<b>Country</b>	<b>Case Number</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Status</b>
EMVOLVE PERFORMANCE MANAGER	US	21206-015	76/192337	January 10, 2001	Pending
EMVOLVE PERFORMANCE MANAGER LOGO	US	21206-014	76/192472	January 10, 2001	Pending
PERFORMIX TECHNOLOGIES AND DESIGN	US	21206-013	76/135032	September 25, 2000	Pending