

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Pumpkin Software, LLC		05/24/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Witness Systems, Inc.		
Street Address:	300 Colonial Center Parkway		
City:	Roswell		
State/Country:	GEORGIA		
Postal Code:	30076		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2591134		
Registration Number:	2490459	BLUE PUMPKIN SOFTWARE	
Registration Number:	2455533	BLUE PUMPKIN	
CORRESPONDENCE DATA			
Fax Number:	(404)365-9532		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-233-7000		
Email:	trademark@mmmlaw.com		
Correspondent Name:	Morris, Manning & Martin, LLP		
Address Line 1:	3343 Peachtree Road NE		
Address Line 2:	1600 Atlanta Financial Center		
Address Line 4:	Atlanta, GEORGIA 30326		
ATTORNEY DOCKET NUMBER:	6842-51673		
NAME OF SUBMITTER:	Dana A. Schwind		

OP \$90.00 2591134

Signature:

/Dana A. Schwind/

Date:

05/29/2007

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of the date stated below by **Blue Pumpkin Software, LLC** ("Assignor"), a Delaware limited liability company, formerly existing as Blue Pumpkin Software, Inc., a California corporation, having its principal place of business at 3979 Freedom Circle, Suite 500, Santa Clara, California 95054, and **Witness Systems, Inc.** ("Assignee"), a Delaware corporation having its principal place of business at 300 Colonial Center Parkway, Roswell, Georgia 30076.

WHEREAS, the Assignor is the owner of all rights in and to the trademarks and registrations identified on Exhibit A, attached hereto and incorporated herein by this reference, for use in connection with computer software for use in demand forecasting, employee scheduling and optimization, performance monitoring, tracking and reporting, and user manuals sold/packaged together as a unit, and the intellectual property rights and goodwill of the business symbolized by said trademarks (the "Trademarks");

WHEREAS, the Assignee desires to acquire the Trademarks, any trademark applications and registrations therefor, and the goodwill of the business symbolized by said Trademarks from Assignor;

WHEREAS, the Assignor desires to transfer and assign the Trademarks, any trademark applications and registrations therefor, and the goodwill of the business symbolized by said Trademarks to Assignee;

WHEREAS, the Assignor warrants and covenants that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been or will be made to others by the Assignor or any predecessor in title thereto, and that the full right to convey the same as herein expressed is possessed by the Assignor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Assignor does hereby transfer and assign unto Assignee, its successors and assigns, all right, title and interest in and to the above-mentioned Trademarks, any applications and registrations for said Trademarks, and the goodwill of the business symbolized by said Trademarks, and the right to sue, either at law or in equity, and recover damages for past and future infringements. Assignor agrees to perform such further acts as may be necessary or desirable to transfer, perfect, and defend the Assignee's ownership of such property that are reasonably requested by Assignee from time to time.

[Signatures on next page]

IN WITNESS WHEREOF, the Assignor has caused this document to be executed as of the date stated below.

ASSIGNOR: BLUE PUMPKIN SOFTWARE, LLC

Dated: 5/24/07

Loren Wimpfheimer

Loren Wimpfheimer, Director

Dated: 5/24/07

Bill Evans

Bill Evans, Director

STATE OF Georgia)
COUNTY OF Fulton) SS:


On this 24th day of May 2007, before me personally appeared Loren Wimpfheimer Bill Evans known to me to be the individual aforesaid who duly acknowledged the signing of the foregoing instrument as a voluntary act on behalf of the identified entity with authority to do so.



Sandra Mitchelson
Notary Public

My Commission Expires: April 12, 2011

EXHIBIT A -- TRADEMARKS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
BLUE PUMPKIN	2455533	05-29-2001
BLUE PUMPKIN SOFTWARE	2490459	09-18-2001
	2591134	07-09-2002