

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
Verint Americas, Inc.		05/25/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Lehman Commercial Paper Inc., as Administrative Agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	78699711	IMPACT 360
Serial Number:	77005952	IT'S YOUR GOAL. IT'S OUR PHILOSOPHY. IMPROVE EVERYTHING.
Registration Number:	3064366	IMPROVE EVERYTHING
Registration Number:	2869851	WITNESS
Registration Number:	2270306	
Registration Number:	2460391	BRINGING EQUALITY TO EBUSINESS
Registration Number:	2565757	EQUALITY

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-7609

Email: ksolomon@stblaw.com

Correspondent Name: Kirstie Howard, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

OP \$190.00 78699711

900082599

TRADEMARK
REEL: 003587 FRAME: 0921

Address Line 2:	425 Lexington Avenue
Address Line 4:	New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	053113/2028
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NAME OF SUBMITTER:	Kirstie Howard
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Signature:	/kh/
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Date:	07/24/2007
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<p>Total Attachments: 7 source=VntAmTSI#page1.tif source=VntAmTSI#page2.tif source=VntAmTSI#page3.tif source=VntAmTSI#page4.tif source=VntAmTSI#page5.tif source=VntAmTSI#page6.tif source=VntAmTSI#page7.tif</p>

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of May 25, 2007 is made by Verint Americas, Inc., a Delaware corporation (the "Obligor"), in favor of Lehman Commercial Paper Inc., as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of May 25, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Verint Systems Inc., a Delaware corporation and parent of Obligor ("Borrower"), the Lenders, the Agent, Credit Suisse, as Documentation Agent, and Deutsche Bank Securities Inc., as Syndication Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of May 25, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Obligor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto); provided, however, with respect to intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, except to the extent that such Requirement of Law or the term in such contract, license, agreement, instrument or other document or shareholder or similar agreement providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 28 day of June, 2007.

Verint Americas Inc.
as Obligor

By: 

Name: Peter Fante

Title: Secretary

Lehman Commercial Paper Inc.
as Administrative Agent for the Lenders

By: 
Name: Michael E. Masters
Title: Authorized Signatory


IP Security Agreement

TRADEMARK
REEL: 003587 FRAME: 0926

ACKNOWLEDGMENT OF OBLIGOR

STATE OF)
) ss
COUNTY OF)

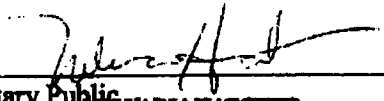
On the 28th day of ~~February~~ ^{June}, 2007, before me personally came Peter Fante, who is personally known to me to be the Secretary of Verint Americas, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Secretary in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public PATRICIA C. AMEND
NOTARY PUBLIC-STATE OF NEW YORK
No. 01AM6154782
Qualified in Suffolk County
My Commission Expires October 23, 2010
(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF **NEW YORK**)
) ss
COUNTY OF **NEW YORK**)

On the 27 day of JUNE, 2007, before me personally came MICHAEL E. MASTERS, who is personally known to me to be the Authorized Signatory of Lehman Commercial Paper Inc.; who, being duly sworn, did depose and say that she/he is the Authorized Signatory in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public
NELVADIA HATCHER
Notary Public, State of New York
Registration # 01HA6032085
Qualified in Kings County
Commission Expires October 21, 2010
(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
Impact 360	78,699,711
It's Your goal. It's our philosophy. Improve everything	77,005,952
Improve Everything	3,064,366
Witness	2,869,851
Logo	2,270,306
Bringing Equality to EBusiness	2,460,391
Equality	2,565,757

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