

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT															
NATURE OF CONVEYANCE:	Assignment															
CONVEYING PARTY DATA																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Verint Video Solutions, Inc.</td> <td></td> <td>06/04/2009</td> <td>CORPORATION: NEVADA</td> </tr> <tr> <td>Lehman Commercial Paper Inc.</td> <td></td> <td>06/04/2009</td> <td>CORPORATION: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Verint Video Solutions, Inc.		06/04/2009	CORPORATION: NEVADA	Lehman Commercial Paper Inc.		06/04/2009	CORPORATION: DELAWARE				
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Credit Suisse as Administrative Agent</td> </tr> <tr> <td>Street Address:</td> <td>One Madison Avenue</td> </tr> <tr> <td>City:</td> <td>New York</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>10010</td> </tr> <tr> <td>Entity Type:</td> <td>Bank: SWITZERLAND</td> </tr> </table>	Name:	Credit Suisse as Administrative Agent	Street Address:	One Madison Avenue	City:	New York	State/Country:	NEW YORK	Postal Code:	10010	Entity Type:	Bank: SWITZERLAND				
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PROPERTY NUMBERS Total: 4																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> <tr> <td>Registration Number:</td> <td>2846980</td> <td>VIDEO MANAGER</td> </tr> <tr> <td>Registration Number:</td> <td>2828754</td> <td>INSTANT ID</td> </tr> <tr> <td>Registration Number:</td> <td>1936787</td> <td>LORONIX</td> </tr> <tr> <td>Registration Number:</td> <td>2063932</td> <td>CCTVWARE</td> </tr> </table>	Property Type	Number	Word Mark	Registration Number:	2846980	VIDEO MANAGER	Registration Number:	2828754	INSTANT ID	Registration Number:	1936787	LORONIX	Registration Number:	2063932	CCTVWARE	
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CORRESPONDENCE DATA																
<p>Fax Number: (866)826-5420</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 3016380511</p> <p>Email: ipresearchplus@comcast.net</p> <p>Correspondent Name: IP Research Plus, Inc.</p> <p>Address Line 1: 21 Tadcaster Circle</p> <p>Address Line 2: Attn: Penelope J.A. Agodoa</p> <p>Address Line 4: Waldorf, MARYLAND 20602</p>																
ATTORNEY DOCKET NUMBER:	34421															

OP \$115.00 2846980

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TRADEMARK
REEL: 004001 FRAME: 0885

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	06/08/2009
<p>Total Attachments: 10</p> <p>source=34421#page1.tif</p> <p>source=34421#page2.tif</p> <p>source=34421#page3.tif</p> <p>source=34421#page4.tif</p> <p>source=34421#page5.tif</p> <p>source=34421#page6.tif</p> <p>source=34421#page7.tif</p> <p>source=34421#page8.tif</p> <p>source=34421#page9.tif</p> <p>source=34421#page10.tif</p>	

**ASSIGNMENT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Assignment"), effective as of June 4, 2009 is made by Verint Video Solutions Inc., a Nevada corporation (the "Grantor"), Lehman Commercial Paper Inc. ("Lehman"), a debtor and debtor in possession under chapter 11 of the Bankruptcy Code (defined below) acting alone or through one or more of its branches as the Administrative Agent (in such capacity, the "Existing Agent") and Credit Suisse as the successor Administrative Agent (in such capacity, the "Successor Agent"), in connection with the Guarantee and Collateral Agreement and the Grant of Security Interest in Trademark Rights entered into by the Grantor and the Existing Agent, effective as of May 25, 2007, (the "Security Agreement"); unless expressly provided otherwise, terms defined or that have their meaning provided for in the Security Agreement shall have the same meaning when used in this Assignment.

W I T N E S S E T H

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Existing Agent for the benefit of the Existing Agent and the Lenders a continuing security interest in substantially all of its Intellectual Property, including the Trademarks (as listed in Schedule A); and

WHEREAS, pursuant to an Amendment, Resignation, Waiver, Consent and Appointment Agreement by and among the Existing Agent and the Successor Agent, among others (the "Amendment"), the Existing Agent has agreed to assign to the Successor Agent the security interest in all Intellectual Property, including the Trademarks, granted it pursuant to the Guarantee and Collateral Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Assignment of Security Interest. The Existing Agent hereby assigns to the Successor Agent each of the Liens and security interests assigned, pledged, mortgaged or otherwise created in favor of the Existing Agent under the Security Agreement and the Guarantee and Collateral Agreement over the Collateral (including, without limitation, the Trademarks listed on Schedule A hereto) and the Successor Agent hereby assumes all such Liens and security interests for the benefit of the Successor Agent and the Lenders.

SECTION 2. Purpose. This Assignment has been executed and delivered by the Existing Agent, Successor Agent and Grantor for the purpose of recording the assignment of the Liens and security interests set forth herein with the United States Patent and Trademark Office. The Liens and security interests referred to herein are expressly subject to the terms and conditions of the Guarantee and Collateral Agreement as amended by the Amendment. The Guarantee and Collateral Agreement as amended by the Amendment (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Successor Agent with respect to the Liens and security interests in the Collateral referred to herein are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement as amended by the Amendment, 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 Assignment and the terms of the Guarantee and Collateral Agreement as amended by the Amendment, the terms of the Guarantee and Collateral Agreement as amended by the Amendment shall govern.

SECTION 4. Counterparts. This Assignment 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 Assignment to be duly executed and delivered by their respective officers on this 29 day of May, 2009.

LEHMAN COMMERCIAL PAPER INC.
as Existing Agent

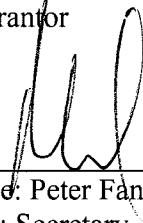
By: 
Name: Randall Braunfeld
Title: Authorized Signatory

CREDIT SUISSE,
CAYMAN ISLANDS BRANCH
as Successor Agent

By: 
Name: RAVI K. MOHAN
Title: VICE PRESIDENT


CHRISTOPHER RED DAY
ASSOCIATE

Verint Video Solutions Inc.
as Grantor

By: 
Name: Peter Fante
Title: Secretary

ACKNOWLEDGMENT OF EXISTING AGENT

STATE OF NY)
) ss
COUNTY OF NY)

On the 29 day of May, 2009, before me personally came Randall Braunfeld, 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.


(PLACE STAMP AND SEAL ABOVE)

Patricia Rodriguez
Notary Public State of New York
01RO8075038
Qualified in Queens County
Certified Filed in Queens County
Commission Expires March 27, 2010

ACKNOWLEDGMENT OF SUCCESSOR AGENT

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK

On the 2nd day of JUNE, 2009, before me personally came R. MOHAMMED DAY, who is personally known to me to be the VP & ASSOC. of Credit Suisse; who, being duly sworn, did depose and say that she/he is the VP & ASSOC. of Credit Suisse, the institution 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 Credit Suisse; and that she/he acknowledged said instrument to be the free act and deed of Credit Suisse.

MARJORIE E. BULL
NOTARY PUBLIC, State Of New York
No. 01BU6055282
Qualified In New York County
Commission Expires February 20, 2011



(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF GRANTOR

STATE OF N.Y.)
) ss
COUNTY OF SUFFOLK)

On the 27th day of MAY, 2009, before me personally came PETER FANTE, who is personally known to me to be the Secretary of Verint Video Solutions Inc., a Nevada 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.

PATRICIA C AMEND
NOTARY PUBLIC-STATE OF NEW YORK
No. 01AM6154782
Qualified in Suffolk County
Commission Expires October 23, 2010

Patricia Amend

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No./ Registration No.</u>	<u>Filing Date/ Registration Date</u>
Verint Video Solutions Inc.	Video Manager	United States	2,846,980	May 25, 2004
Verint Video Solutions Inc.	Instant ID	United States	2,828,754	April 6, 2004
Verint Video Solutions Inc.	Loronix	United States	1,936,787	November 21, 1995
Verint Video Solutions Inc.	CCTVWare	United States	2,063,932	May 20, 1997