

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	Assignment												
CONVEYING PARTY DATA													
<table border="1"><thead><tr><th>Name</th><th>Formerly</th><th>Execution Date</th><th>Entity Type</th></tr></thead><tbody><tr><td>Verint Blue Pumpkin Software LLC</td><td></td><td>06/04/2009</td><td>LIMITED LIABILITY COMPANY: DELAWARE</td></tr><tr><td>Lehman Commercial Paper Inc.</td><td></td><td>06/04/2009</td><td>CORPORATION: NEW YORK</td></tr></tbody></table>	Name	Formerly	Execution Date	Entity Type	Verint Blue Pumpkin Software LLC		06/04/2009	LIMITED LIABILITY COMPANY: DELAWARE	Lehman Commercial Paper Inc.		06/04/2009	CORPORATION: NEW YORK	
Name	Formerly	Execution Date	Entity Type										
Verint Blue Pumpkin Software LLC		06/04/2009	LIMITED LIABILITY COMPANY: DELAWARE										
Lehman Commercial Paper Inc.		06/04/2009	CORPORATION: NEW YORK										
RECEIVING PARTY DATA													
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												
PROPERTY NUMBERS Total: 2													
<table border="1"><thead><tr><th>Property Type</th><th>Number</th><th>Word Mark</th></tr></thead><tbody><tr><td>Registration Number:</td><td>2591134</td><td></td></tr><tr><td>Registration Number:</td><td>2455533</td><td>BLUE PUMPKIN</td></tr></tbody></table>	Property Type	Number	Word Mark	Registration Number:	2591134		Registration Number:	2455533	BLUE PUMPKIN				
Property Type	Number	Word Mark											
Registration Number:	2591134												
Registration Number:	2455533	BLUE PUMPKIN											
CORRESPONDENCE DATA													
Fax Number:	(866)826-5420												
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone:	3016380511												
Email:	ipresearchplus@comcast.net												
Correspondent Name:	IP Research Plus, Inc.												
Address Line 1:	21 Tadcaster Circle												
Address Line 2:	Attn: Penelope J.A. Agodoa												
Address Line 4:	Waldorf, MARYLAND 20602												
ATTORNEY DOCKET NUMBER:	34427												
NAME OF SUBMITTER:	Penelope J.A. Agodoa												

OP \$65.00 2591134

900135924

TRADEMARK
REEL: 004003 FRAME: 0503

Signature:	/pja/
Date:	06/08/2009
<p>Total Attachments: 10 source=34427#page1.tif source=34427#page2.tif source=34427#page3.tif source=34427#page4.tif source=34427#page5.tif source=34427#page6.tif source=34427#page7.tif source=34427#page8.tif source=34427#page9.tif source=34427#page10.tif</p>	

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Verint Blue Pumpkin Software LLC
a DE limited liability company
Lehman Commercial Paper Inc.
a NY corp.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: _____
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) June 4, 2009

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Credit Suisse as

Internal Administrative Agent

Address: _____

Street Address: One Madison Avenue

City: New York

State: NY

Country: _____ Zip: 10010

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____

☒ Other Bank Citizenship Switzerland

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,591,134; 2,455,533

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Lina Jun

Internal Address: Davis Polk & Wardwell

Street Address: 450 Lexington Avenue

City: New York

State: NY Zip: 10017

Phone Number: 212-450-6365

Fax Number: 212-450-6441

Email Address: lina.jun@dpw.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

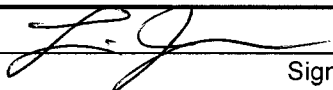
8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

6/4/2009

Date

Lina Jun

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

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 Blue Pumpkin Software LLC, a Delaware limited liability company (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: RINKU MOHAN
Title: VICE PRESIDENT


CHRISTOPHER REO DAY
ASSOCIATE

Verint Blue Pumpkin Software LLC
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.

Patricia Rodriguez

(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. MOHAN & C. 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, 20 11



(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 Blue Pumpkin Software LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the Secretary in such company, the company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by members of such company; and that she/he acknowledged said instrument to be the free act and deed of said company.



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)

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 Blue Pumpkin Software LLC (f/k/a Blue Pumpkin Software, Inc.) ¹	Logo	United States	2,591,134	July 9, 2002
Verint Blue Pumpkin Software LLC (f/k/a Blue Pumpkin Software, Inc.)	Blue Pumpkin	United States	2,455,533	May 29, 2001

¹ Blue Pumpkin Software, Inc. became Blue Pumpkin Software, LLC and was subsequently renamed Verint Blue Pumpkin Software LLC.