

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Verint Americas Inc.		06/04/2009	CORPORATION: 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: 9			
Property Type	Number	Word Mark	
Registration Number:	3054233	THE ART AND SCIENCE OF WORKFORCE OPTIMIZATION	
Registration Number:	1704701	STAFFSMART	
Registration Number:	3064366	IMPROVE EVERYTHING	
Registration Number:	2869851	WITNESS	
Registration Number:	2270306		
Registration Number:	2460391	BRINGING EQUALITY TO EBUSINESS	
Registration Number:	2565757	EQUALITY	
Serial Number:	78699711	IMPACT 360	
Serial Number:	77005952	IT'S YOUR GOAL. IT'S OUR PHILOSOPHY. IMPROVE EVERYTHING.	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			

OP \$240.00 3054233

900135928

TRADEMARK
 REEL: 004003 FRAME: 0534

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:

34430

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Signature:

/pja/

Date:

06/08/2009

Total Attachments: 10

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**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 Americas Inc. a DE corp.
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)

3,054,233; 1,704,701; 78,699,711

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:

9

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 Americas Inc., a Delaware 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

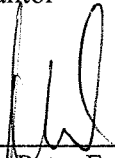
By: 
Name: Randall Braunfeld
Title: Authorized Signatory

CREDIT SUISSE,
CAYMAN ISLANDS BRANCH
as Successor Agent

By: _____
Name: **RANKA MOHAN**
Title: **VICE PRESIDENT**


CHRISTOPHER REO DAY
ASSOCIATE

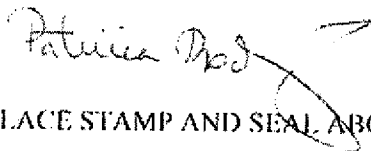
Verint Americas Inc.
as Grantor

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
01RO6075036
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, 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 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.

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)

x Patricia C Amend

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 Americas Inc. (f/k/a Demos Consulting Group Ltd.) ¹	The art and science of workforce optimization	United States	3,054,233	January 31, 2006
Verint Americas Inc. (f/k/a Demos Consulting Group Ltd.)	Staffsmart	United States	1,704,701	August 4, 1992
Verint Americas Inc. (f/k/a Witness Systems, Inc.)	Impact 360	United States	78,699,711	August 24, 2005
Verint Americas Inc. (f/k/a Witness Systems, Inc.)	It's Your goal. It's our philosophy. Improve everything	United States	77,005,952	September 23, 2006
Verint Americas Inc. (f/k/a Witness Systems, Inc.)	Improve Everything	United States	3,064,366	February 28, 2006
Verint Americas Inc. (f/k/a Witness Systems, Inc.)	Witness	United States	2,869,851	August 3, 2004
Verint Americas Inc. (f/k/a Witness Systems, Inc.)	Logo	United States	2,270,306	August 17, 1999
Verint Americas Inc. (f/k/a Witness Systems, Inc.)	Bringing Equality to EBusiness	United States	2,460,391	June 12, 2001
Verint Americas Inc. (f/k/a Witness Systems, Inc.)	Equality	United States	2,565,757	April 30, 2002

¹ Demos Consulting Group Ltd. became Verint Demos Consulting Group Ltd. and was subsequently merged into Verint Americas Inc. on 11/01/07.