



103591608

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 Systems, Inc. a DE Corp.
Lehman Commercial Paper, Inc. a NY Corp.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 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 Correction to correct Assignment previously submitted 06/09/2009 at Reel 4001 □
frame 0864. Nature of Conveyance should reflect Assignment of Security Interest.

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 NoName: Credit Suisse as
Internal Administrative Agent
Address: _____Street Address: One Madison AvenueCity: New YorkState: NYCountry: _____ 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)

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: Penelope J.A. Agodoa, ManagerInternal Address: IP Research Plus, Inc.Street Address: 21 Tadcaster CircleCity: WaldorfState: Maryland Zip: 20602Phone Number: 301-638-0511Fax Number: 866-826-5420Email Address: www.ipresearchplus.com

6. Total number of applications and registrations involved:

18

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 465.00

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed fee OK

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: Mariee Pilkington

Signature

2/5/2010

Date

Mariee Pilkington

Name of Person Signing

Total number of pages including cover
sheet, attachments, and document: 17

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 Systems Inc.	The Power of Why	United States	78,803,474	January 31, 2006
Verint Systems Inc.	Intelliscreen	United States	78,854,797	April 5, 2006
Verint Systems Inc.	Deepview	United States	3,197,544	January 9, 2007
Verint Systems Inc.	Intellicoach	United States	78,854,771	April 5, 2005
Verint Systems Inc.	Intellifind	United States	78,854,786	April 5, 2005
Verint Systems Inc.	Vantage	United States	78,417,244	May 12, 2004
Verint Systems Inc.	Nextiva	United States	78,498,326	October 12, 2004
Verint Systems Inc.	Actionable Intelligence for a Smarter Workforce	United States	3,140,122	September 5, 2006
Verint Systems Inc.	Reliant Vantage	United States	78,417,261	May 12, 2004
Verint Systems Inc.	I-Rooms	United States	2,961,424	June 7, 2005
Verint Systems Inc.	Verint	United States	2,803,581	January 6, 2004
Verint Systems Inc.	Verint	United States	2,796,068	December 16, 2003
Verint Systems Inc.	Powering Actionable Intelligence	United States	2,913,705	December 21, 2004
Verint Systems Inc.	Openstorage Portal	United States	2,668,405	December 31, 2002
Verint Systems Inc.	Intelligent Recording	United States	2,841,879	May 11, 2004
Verint Systems Inc.	E-Coaching	United States	2,778,975	November 4, 2003
Verint Systems Inc.	VCRM	United States	2,609,563	August 20, 2002
Verint Systems Inc.	Build the customer intelligent enterprise	United States	2,540,510	February 19, 2002

(NY) 08014/533/MISC09/Verint Systems Inc. Assignment Security Interest Trademark.doc

TRADEMARK ASSIGNMENT

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 Stylesheet Version v1.1

06/09/2009
 900135920

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Assignment
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Verint Systems Inc.		06/04/2009	CORPORATION: DELAWARE
Lohman 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: 18

Property Type	Number	Word Mark
Registration Number:	3197544	DEE-PCVIEW
Registration Number:	3140122	ACTIONABLE INTELLIGENCE FOR A SMARTER WORKFORCE
Registration Number:	2981424	I-ROOMS
Registration Number:	2803581	VERINT
Registration Number:	2796088	VERINT
Registration Number:	2913705	POWERING ACTIONABLE INTELLIGENCE
Registration Number:	2888405	OPENSTORAGE PORTAL
Registration Number:	2841879	INTELLIGENT RECORDING
Registration Number:	2778975	E-COACHING
Registration Number:	2609563	VCRM
Registration Number:	2540510	BUILDING THE CUSTOMER INTELLIGENT ENTERPRISE
Serial Number:	78803474	THE POWER OF WHY
Serial Number:	78854797	INTELLISCREEN

OP \$465.00 3197544

Serial Number:	78854771	INTELLICOACH
Serial Number:	78854766	INTELLIFIND
Serial Number:	78417244	VANTAGE
Serial Number:	78498326	NEXTIVA
Serial Number:	78417261	RELIANT VANTAGE

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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. Agooda
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	34424
NAME OF SUBMITTER:	Penelope J.A. Agooda
Signature	/pja/
Date:	06/09/2009

Total Attachments: 10
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**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 Systems 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.

WITNESSETH

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.

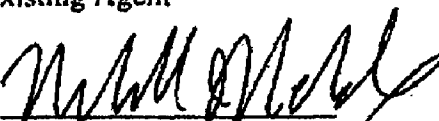
SECTION 3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Successor Agent with respect to the Liens and security interests in the Collateral referred to herein are more fully set forth in the Credit Agreement and the Guarantee and Collateral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

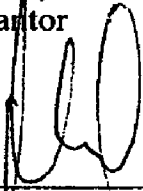
By: 
Name: Randall Braunfeld
Title: Authorized Signatory

CREDIT SUISSE,
CAYMAN ISLANDS BRANCH
as Successor Agent

By: 
Name: **RIANA MOHAN**
Title: **VICE PRESIDENT**


**CHRISTOPHER REO DAY
ASSOCIATE**

Verint Systems 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 Braumfeld, 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
01R08075058
Qualified in Queens County
Certified Filed in Queens County
Commission Expires March 27, 2010

(NY) 08014533-MISX09/Verant, Systems, Inc. Assignment, Security, Interest, Trademark & etc

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 & ASSEC. of Credit Suisse; who, being duly sworn, did depose and say that she/he is the VP & ASSEC. 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. 018UG055282
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 Systems 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.

x Patricia Amend

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)