

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignment previously recorded on Reel 004003 Frame 0503. Assignor(s) hereby confirms the Nature of conveyance should reflect Assignment of Security Interest.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
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			
Property Type	Number	Word Mark	
Registration Number:	2591134		
Registration Number:	2455533	BLUE PUMPKIN	
CORRESPONDENCE DATA			
Fax Number:	(800)494-7512		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	202-370-4761		
Email:	ecallahan@nationalcorp.com		
Correspondent Name:	Elspeth Callahan		
Address Line 1:	1100 G St NW Suite 420		
Address Line 2:	National Corporate Research		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	F133327		
NAME OF SUBMITTER:	Mariee Pilkington		

900190430

TRADEMARK  
 REEL: 004530 FRAME: 0133

OP \$65.00 2591134

Signature:	/Mariee Pilkington/
Date:	04/27/2011
<p>Total Attachments: 13</p> <p>source=T2 Correction#page1.tif</p> <p>source=T2 Correction#page2.tif</p> <p>source=T2 Correction#page3.tif</p> <p>source=T2 Correction#page4.tif</p> <p>source=T2 Correction#page5.tif</p> <p>source=T2 Correction#page6.tif</p> <p>source=T2 Correction#page7.tif</p> <p>source=T2 Correction#page8.tif</p> <p>source=T2 Correction#page9.tif</p> <p>source=T2 Correction#page10.tif</p> <p>source=T2 Correction#page11.tif</p> <p>source=T2 Correction#page12.tif</p> <p>source=T2 Correction#page13.tif</p>	

# 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 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			
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

TRADEMARK  
 REEL: 004530 FRAME: 0135

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>	

TRADEMARK  
REEL: 004003 FRAME: 0504

TRADEMARK  
REEL: 004530 FRAME: 0136

**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: RISHIKA MOHAN  
Title: VICE PRESIDENT

  
CHRISTOPHER LEO 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 2<sup>nd</sup> 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 27<sup>th</sup> day of MAY, 2009, before me personally came PETER FANLE, 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*

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.) <sup>1</sup>	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

---

<sup>1</sup> Blue Pumpkin Software, Inc. became Blue Pumpkin Software, LLC and was subsequently renamed Verint Blue Pumpkin Software LLC.