TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG		04/29/2011	Bank: SWITZERLAND

RECEIVING PARTY DATA

Name:	Verint Americas Inc.
Street Address:	330 South Service Road
City:	Melville
State/Country:	NEW YORK
Postal Code:	11747
Entity Type:	CORPORATION: DELAWARE

Name:	Verint Video Solutions Inc.
Street Address:	330 South Service Road
City:	Melville
State/Country:	NEW YORK
Postal Code:	11747
Entity Type:	CORPORATION: NEVADA

Name:	Verint Systems Inc.
Street Address:	330 South Service Road
City:	Melville
State/Country:	NEW YORK
Postal Code:	11747
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	2591134	
Registration Number:	2490459	BLUE PUMPKIN SOFTWARE

OP $940.00 2591134

Registration Number:	2455533	BLUE PUMPKIN
Registration Number:	3054233	THE ART AND SCIENCE OF WORKFORCE OPTIMIZATION
Registration Number:	1704701	STAFFSMART
Registration Number:	3266372	THE POWER OF WHY
Registration Number:	3393261	INTELLISCREEN
Registration Number:	3197544	DEEPVIEW
Registration Number:	3407106	INTELLICOACH
Serial Number:	78854786	INTELLIFIND
Registration Number:	3248122	VANTAGE
Registration Number:	3262089	NEXTIVA
Registration Number:	3140122	ACTIONABLE INTELLIGENCE FOR A SMARTER WORKFORCE
Serial Number:	78417261	RELIANT VANTAGE
Registration Number:	2961424	I-ROOMS
Registration Number:	2803581	VERINT
Registration Number:	2796068	VERINT
Registration Number:	2913705	POWERING ACTIONABLE INTELLIGENCE
Registration Number:	2668405	OPENSTORAGE PORTAL
Registration Number:	2841879	INTELLIGENT RECORDING
Registration Number:	2778975	E-COACHING
Registration Number:	2609563	VCRM
Registration Number:	2540510	BUILDING THE CUSTOMER INTELLIGENT ENTERPRISE
Registration Number:	2846980	VIDEO MANAGER
Registration Number:	2828754	INSTANT ID
Registration Number:	1936787	LORONIX
Registration Number:	2063932	CCTVWARE
Registration Number:	3353595	IMPACT 360
Registration Number:	3310459	IT'S YOUR GOAL. IT'S OUR PHILOSOPHY. IMPROVE EVERYTHING.
Registration Number:	3064366	IMPROVE EVERYTHING
Registration Number:	2869851	WITNESS
Registration Number:	2270306	
Registration Number:	2460391	BRINGING EQUALITY TO EBUSINESS
Registration Number:	2565757	EQUALITY
Registration Number:	3886611	ACTIONABLE INTELLIGENCE

Registration Number:	3755230	WITNESS ACTIONABLE SOLUTIONS
Registration Number:	3501633	CONTACTSTORE

CORRESPONDENCE DATA

Fax Number: (800)494-7512

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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:	F133392
NAME OF SUBMITTER:	Courtney J. Mitchell
Signature:	/Courtney J. Mitchell/
Date:	05/02/2011

Total Attachments: 7

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RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This Release of Security Interest in Trademark Rights, dated as of April 29, 2011 (the "Trademark Security Release"), is made by Credit Suisse AG, as the successor Administrative Agent for the several banks and other financial institutions (the "Lenders") party to the Credit Agreement (as is defined below) (in such capacity, the "Successor Agent"), in favor of Verint Americas Inc. (on its own behalf and as successor to Verint Blue Pumpkin Software LLC), Verint Video Solutions Inc. and Verint Systems Inc. (each, a "Grantor").

WHEREAS, Verint Systems Inc., a Delaware corporation ("Borrower") entered into that certain Credit Agreement dated as of May 25, 2007 with the Lenders and Lehman Commercial Paper Inc. as the Administrative Agent (in such capacity, the "Original Agent"), pursuant to which the Lenders severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other subsidiaries of the Borrower executed and delivered a Guarantee and Collateral Agreement, dated as of May 25, 2007, in favor of the Original Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors pledged and granted to the Original Agent for the benefit of the Original Agent and the Lenders a continuing security interest in certain Intellectual Property, including the Trademarks (collectively, the "Trademark Collateral");

WHEREAS, as a condition of the Guarantee and Collateral Agreement, the Grantors executed and delivered certain Grant of Security Interest in Trademark Rights agreements dated as of May 25, 2007 made by and between the applicable Grantor and the Original Agent (the "Trademark Security Agreements") for recording with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreements were recorded in the United States Patent and Trademark Office on July 24, 2007 on Reels/Frames 3588/0027, 3587/0935, 3587/0855, 3587/0947 and 3587/0921;

WHEREAS, pursuant to an Amendment, Resignation, Waiver, Consent and Appointment Agreement dated June 4, 2009 by and among the Original Agent and the Successor Agent, among others (the "Amendment"), the Original Agent assigned to the Successor Agent the security interest in all Intellectual Property, including the Trademarks, granted it pursuant to the Guarantee and Collateral Agreement;

WHEREAS, in connection with the Amendment, the Original Agent executed and delivered certain Assignment of Security Interest in Trademark Rights agreements dated as of June 4, 2009 made by and between the applicable Grantor, the Original Agent (in its capacity as the then-current Administrative Agent) and the Successor Agent (in its capacity as the successor

Administrative Agent) (the "Trademark Security Agreement Assignments") for recording with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement Assignments were recorded in the United States Patent and Trademark Office on June 9, 2009 on Reels/Frames 4003/0503, 4003/0534, 4001/0864 (a correction to which was recorded on March 12, 2010 on Reel/Frame 4166/0767) and 4001/0885;

WHEREAS, as a condition of the Guarantee and Collateral Agreement, Verint Americas Inc. and Verint Systems Inc. each executed and delivered a Grant of Security Interest in Trademark Rights dated as of June 4, 2009 made by and between Verint Americas Inc. and Verint Systems Inc., respectively, and the Successor Agent (together, the "Supplemental Trademark Security Agreements") for recording with the United States Patent and Trademark Office;

WHEREAS, the Supplemental Trademark Security Agreements were recorded in the United States Patent and Trademark Office on June 9, 2009 on Reels/Frames 4003/0546 and 4003/0556;

WHEREAS, the Obligations secured by the Trademark Collateral have been repaid or otherwise satisfied; and

WHEREAS, the Successor Agent therefore desires to release, terminate and discharge its Lien and security interest in and to the Trademark Collateral and grant all of its right, title and interest in the Trademark Collateral to Grantors.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Successor Agent and Grantors hereby agree as follows:

1. Unless otherwise defined herein or the context requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

2. The Successor Agent hereby releases, terminates and discharges to Grantors (a) the Successor Agent's continuing security interest in, right of setoff against and Lien on, (b) Grantors' agreement to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default, and (c) any of Successor Agent's other right, title or interest of any kind or nature in, to or under, the Trademark Collateral, including, without limitation, the Trademarks listed on Schedule A hereto.

3. The Successor Agent hereby authorizes and acknowledges the termination of the Trademark Security Agreements, the Trademark Security Agreement Assignments and the Supplemental Trademark Security Agreements. At Grantors' expense, the Successor Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to affect the release of the security interest contemplated hereby and terminate the Trademark Security Agreements, Trademark Security Agreement Assignments and Supplemental Trademark Security Agreements.

4. This Trademark Security Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Release by facsimile will be as effective as delivery of a manually executed counterpart of this Trademark Security Release.

IN WITNESS WHEREOF, the parties hereto have caused this Release of Security Interest in Trademarks to be duly executed and delivered by their respective officers thereunto duly authorized as of the date above first written.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as Successor Agent

By _____
Name: Christopher Reo Day
Title: Vice President

By _____
Name: Sanja Gazahi
Title: Associate

VERINT AMERICAS INC. (on its own behalf and as successor to Verint Blue Pumpkin Software LLC),
VERINT VIDEO SOLUTIONS INC. and VERINT SYSTEMS INC., each in its capacity as Grantor

By _____
Name: Douglas Robinson
Title: Chief Financial Officer for Verint Systems Inc. Treasurer for Verint Americas Inc. and Verint Video Solutions Inc.

IN WITNESS WHEREOF, the parties hereto have caused this Release of Security Interest in Trademarks to be duly executed and delivered by their respective officers thereunto duly authorized as of the date above first written.

CREDIT SUISSE AG, in its capacity as Successor Agent

By _____
Name:
Title:

VERINT AMERICAS INC. (on its own behalf and as successor to Verint Blue Pumpkin Software LLC),
VERINT VIDEO SOLUTIONS INC. and
VERINT SYSTEMS INC., each in its capacity as Grantor

By _____
Name: Douglas Robinson
Title: Chief Financial Officer for Verint Systems Inc. Treasurer for Verint Americas Inc. and Verint Video Solutions Inc.

SCHEDULE A

U.S. Trademark Registrations and Applications

Grantor	Trademark	Country	App. No./ Reg. No.	Filing Date/ Reg. Date
Verint Americas Inc. (as successor to Verint Blue Pumpkin Software LLC)	Logo	U.S.	2,591,134	July 9, 2002
Verint Americas Inc. (as successor to Verint Blue Pumpkin Software LLC)	Blue Pumpkin Software	U.S.	2,490,459	September 18, 2001
Verint Americas Inc. (as successor to Verint Blue Pumpkin Software LLC)	Blue Pumpkin	U.S.	2,455,533	May 29, 2001
Verint Americas Inc.	The art and science of workforce optimization	U.S.	3,054,233	January 31, 2006
Verint Americas Inc.	Staffsmart	U.S.	1,704,701	August 4, 1992
Verint Systems Inc.	The Power of Why	U.S.	3,266,372	July 17, 2007
Verint Systems Inc.	Intelliscreen	U.S.	3,393,261	March 4, 2008
Verint Systems Inc.	Deepview	U.S.	3,197,544	January 9, 2007
Verint Systems Inc.	Intellicoach	U.S.	3,407,106	April 1, 2008
Verint Systems Inc.	Intellifind	U.S.	78,854,786	April 5, 2006
Verint Systems Inc.	Vantage	U.S.	3,248,122	May 29, 2007
Verint Systems Inc.	Nextiva	U.S.	3,262,089	July 10, 2007
Verint Systems Inc.	Actionable Intelligence for a Smarter Workforce	U.S.	3,140,122	September 5, 2006
Verint Systems Inc.	Reliant Vantage	U.S.	78,417,261	May 12, 2004
Verint Systems Inc.	I-Rooms	U.S.	2,961,424	June 7, 2005
Verint Systems Inc.	Verint	U.S.	2,803,581	January 6, 2004
Verint Systems Inc.	Verint	U.S.	2,796,068	December 16, 2003
Verint Systems Inc.	Powering Actionable Intelligence	U.S.	2,913,705	December 21, 2004
Verint Systems Inc.	Openstorage Portal	U.S.	2,668,405	December 31, 2002
Verint Systems Inc.	Intelligent Recording	U.S.	2,841,879	May 11, 2004
Verint Systems Inc.	E-Coaching	U.S.	2,778,975	November 4, 2003
Verint Systems Inc.	VCRM	U.S.	2,609,563	August 20, 2002
Verint Systems Inc.	Build the customer intelligent enterprise	U.S.	2,540,510	February 19, 2002
Verint Video Solutions Inc.	Video Manager	U.S.	2,846,980	May 25, 2004
Verint Video Solutions Inc.	Instant ID	U.S.	2,828,754	April 6, 2004
Verint Video Solutions Inc.	Loronix	U.S.	1,936,787	November 21, 1995
Verint Video Solutions Inc.	CCTVWare	U.S.	2,063,932	May 20, 1997
Verint Americas Inc.	Impact 360	U.S.	3,353,595	December 11, 2007

Grantor	Trademark	Country	App. No./ Reg. No.	Filing Date/ Reg. Date
Verint Americas Inc.	It's Your goal. It's our philosophy. Improve everything	U.S.	3,310,459	October 16, 2007
Verint Americas Inc.	Improve Everything	U.S.	3,064,366	February 28, 2006
Verint Americas Inc.	Witness	U.S.	2,869,851	August 3, 2004
Verint Americas Inc.	Logo	U.S.	2,270,306	August 17, 1999
Verint Americas Inc.	Bringing Equality to EBusiness	U.S.	2,460,391	June 12, 2001
Verint Americas Inc.	Equality	U.S.	2,565,757	April 30, 2002
Verint Systems Inc.	ACTIONABLE INTELLIGENCE	U.S.	3,886,611	December 7, 2010
Verint Systems Inc.	WITNESS ACTIONABLE SOLUTIONS	U.S.	3,755,230	March 2, 2010
Verint Americas Inc.	CONTACTSTORE	U.S.	3,501,633	September 16, 2008