

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Verint Americas Inc.		04/29/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG		
Street Address:	One Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2455533	BLUE PUMPKIN	
Registration Number:	3501633	CONTACTSTORE	
Registration Number:	2565757	EQUALITY	
Registration Number:	3353595	IMPACT 360	
Registration Number:	3064366	IMPROVE EVERYTHING	
Registration Number:	3310459	IT'S YOUR GOAL. IT'S OUR PHILOSOPHY. IMPROVE EVERYTHING.	
Registration Number:	2270306		
Registration Number:	2591134		
Registration Number:	1704701	STAFFSMART	
Registration Number:	3054233	THE ART AND SCIENCE OF WORKFORCE OPTIMIZATION	
Registration Number:	2869851	WITNESS	
CORRESPONDENCE DATA			
Fax Number:	(800)494-7512		

OP \$290.00 2455533

900190704

TRADEMARK  
 REEL: 004532 FRAME: 0172

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

Phone: 202-370-4761  
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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: 5**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of April 29, 2011 is made by Verint Americas Inc., a Delaware corporation (the "Grantor"), in favor of Credit Suisse AG, as Collateral Agent (the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time party to the Credit Agreement, dated as of April 29, 2011 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Verint Systems Inc. and certain of its subsidiaries (the "Borrowers"), the Lenders, the Agent and the other Persons from time to time party thereto.

W I T N E S S E T H

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other subsidiaries of Verint Systems Inc. have executed and delivered a Guarantee and Collateral Agreement, dated as of April 29, 2011 (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 Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in certain Intellectual Property, including the Trademarks (as listed in Schedule 1); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise 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.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, all of the Grantor's rights, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule 1 hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in

connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, 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 Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

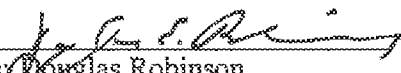
SECTION 6. Governing Law. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW OR OTHERWISE ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date first written above.

VERINT AMERICAS INC.,  
as Grantor

By: \_\_\_\_\_

  
Name: Douglas Robinson  
Title: Treasurer

SIGNATURE PAGE ~ TRADEMARK AGREEMENT (VAI)

**TRADEMARK**  
**REEL: 004532 FRAME: 0176**

CREDIT SUISSE AG,  
CAYMAN ISLANDS BRANCH  
as Collateral Agent for the Lenders

By: 

Name: Christopher Reo Day  
Title: Vice President

By: 

Name: Sanja Gazahi  
Title: Associate

## SCHEDULE 1

### U.S. Trademark Registrations and Applications

<u>Grantor</u>	<u>Trademark</u>	<u>App. No./ Reg. No.</u>	<u>Filing Date/ Reg. Date</u>
Verint Americas Inc.	BLUE PUMPKIN	2455533	29-May-01
Verint Americas Inc.	CONTACTSTORE	3501633	16-Sep-08
Verint Americas Inc.	EQUALITY	2565757	30-Apr-02
Verint Americas Inc.	IMPACT 360	3353595	11-Dec-07
Verint Americas Inc.	IMPROVE EVERYTHING	3064366	28-Feb-06
Verint Americas Inc.	IT'S YOUR GOAL. IT'S OUR PHILOSOPHY. IMPROVE EVERYTHING	3310459	16-Oct-07
Verint Americas Inc.	MISCELLANEOUS DESIGN	2270306	17-Aug-99
Verint Americas Inc.	MISCELLANEOUS DESIGN (BLUE PUMPKIN DEVICE)	2591134	9-Jul-02
Verint Americas Inc.	STAFFSMART	1704701	4-Aug-92
Verint Americas Inc.	THE ART AND SCIENCE OF WORKFORCE OPTIMIZATION	3054233	31-Jan-06
Verint Americas Inc.	WITNESS	2869851	3-Aug-04