

# 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 Systems 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: 19			
Property Type	Number	Word Mark	
Registration Number:	3886611	ACTIONABLE INTELLIGENCE	
Registration Number:	3140122	ACTIONABLE INTELLIGENCE FOR A SMARTER WORKFORCE	
Registration Number:	2540510	BUILDING THE CUSTOMER INTELLIGENT ENTERPRISE	
Serial Number:	85174465	CUSTOMER INTERACTION ANALYTICS	
Registration Number:	3197544	DEEVIEW	
Registration Number:	3407106	INTELLICOACH	
Serial Number:	77837073	INTELLIGENCE IN ACTION	
Registration Number:	3393261	INTELLISCREEN	
Registration Number:	2961424	I-ROOMS	
Registration Number:	3262089	NEXTIVA	
Registration Number:	2913705	POWERING ACTIONABLE INTELLIGENCE	
Serial Number:	78417261	RELIANT VANTAGE	
Registration Number:	3266372	THE POWER OF WHY	
Registration Number:	3248122	VANTAGE	

TRADEMARK

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Registration Number:	2796068	VERINT
Registration Number:	2803581	VERINT
Serial Number:	77889598	VERINT VERIFIED
Serial Number:	85161632	VOICE OF THE CUSTOMER ANALYTICS
Registration Number:	3755230	WITNESS ACTIONABLE SOLUTIONS

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

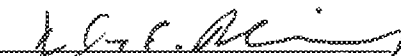
SECTION 6. Governing Law. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW OR OTHERWISE ARISING OUT OF 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 SYSTEMS INC.,  
as Grantor

By:




Name: Douglas Robinson


Title: Chief Financial Officer

SIGNATURE PAGE -- TRADEMARK AGREEMENT (VSI)

**TRADEMARK**  
**REEL: 004532 FRAME: 0497**

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 Systems Inc.	ACTIONABLE INTELLIGENCE	3886611	7-Dec-10
Verint Systems Inc.	ACTIONABLE INTELLIGENCE FOR A SMARTER WORKFORCE	3140122	5-Sep-06
Verint Systems Inc.	BUILD THE CUSTOMER INTELLIGENT ENTERPRISE	2540510	19-Feb-02
Verint Systems Inc.	CUSTOMER INTERACTION ANALYTICS	85174465	10-Nov-10
Verint Systems Inc.	DEEPVIEW	3197544	9-Jan-07
Verint Systems Inc.	INTELLICOACH	3407106	1-Apr-08
Verint Systems Inc.	INTELLIGENCE IN ACTION	77837073	29-Sep-09
Verint Systems Inc.	INTELLISCREEN	3393261	4-Mar-08
Verint Systems Inc.	I-ROOMS - VSI	2961424	7-Jun-05
Verint Systems Inc.	NEXTIVA	3262089	10-Jul-07
Verint Systems Inc.	POWERING ACTIONABLE INTELLIGENCE	2913705	21-Dec-04
Verint Systems Inc.	RELIANT VANTAGE	78417261	12-May-04
Verint Systems Inc.	THE POWER OF WHY	3266372	17-Jul-07
Verint Systems Inc.	VANTAGE	3248122	29-May-07
Verint Systems Inc.	VERINT	2796068	16-Dec-03
Verint Systems Inc.	VERINT (STYLIZED)	2803581	6-Jan-04
Verint Systems Inc.	VERINT VERIFIED	77889598	9-Dec-09
Verint Systems Inc.	VOICE OF THE CUSTOMER ANALYTICS	85161632	26-Oct-10
Verint Systems Inc.	WITNESS ACTIONABLE SOLUTIONS	3755230	2-Mar-10