

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vovici LLC	FORMERLY Vovici Corporation	10/31/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Verint WS Holdings Limited		
<b>Street Address:</b>	241 Brooklands Road		
<b>City:</b>	Weybridge, Surrey		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	KT13 0RH		
<b>Entity Type:</b>	COMPANY: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3521316	VOVICI	
<b>Registration Number:</b>	3085427	RSVME	
<b>Registration Number:</b>	3085422	RSVME SIMPLE Q&A FOR EVERYDAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)581-8330		
<b>Phone:</b>	404-581-8057		
<b>Email:</b>	rsmith@jonesday.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Rebecca Smith, Jones Day		
<b>Address Line 1:</b>	1420 Peachtree Street, NE		
<b>Address Line 2:</b>	Suite 800		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	623738-620002		

OP \$90.00 3521316

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Rebecca Smith
Signature:	/Rebecca Smith/
Date:	11/02/2011

Total Attachments: 5

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**AGREEMENT FOR ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY**

This **AGREEMENT FOR ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY** (this "**Agreement**") dated effective as of 7:00 p.m. Eastern Time on October 31, 2011, ("**Effective Date**"), is made between Verint WS Holdings Limited, a company incorporated in the United Kingdom ("**Assignee**") and Vovici LLC, a Delaware limited liability company (with any successor entity, "**Assignor**").

**W I T N E S S E T H**

**WHEREAS**, the Assignor owns and has independently developed or acquired, and is the sole and exclusive owner of all right, title and interest in and to, all Transferred Intellectual Property, and no other person (including for the purposes hereof, any current or former directors, officers, employees, agents or consultants of the Assignor or any of Assignor's Affiliates) has any right or interest therein, as described on Exhibit A, attached hereto;

**WHEREAS**, the Assignor has approved the distribution of all Transferred Intellectual Property to Assignee (the "**Distribution**"); and

**WHEREAS**, in connection with the Distribution, Assignor wishes to assign the Transferred Intellectual Property to Assignee and Assignee wishes to accept such assignment.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment.

- 1.1. In consideration for the representations, warranties, covenants, agreements and obligations undertaken by Assignee under this Agreement, Assignor hereby absolutely and irrevocably conveys, transfers and assigns all right, title, interest, including any and all legal and equitable interests, and all goodwill annexed in and to the Transferred Intellectual Property to the Assignee and its successors and the right to bring suit and recover damages for past infringement.
- 1.2. In furtherance of this Agreement, Assignor hereby acknowledges that, from the Effective Date forward, Assignee has succeeded to all of Assignor's right, title, and standing to receive all rights and benefits pertaining to the Transferred Intellectual Property, institute and prosecute all suits and proceedings, and take all actions that Assignee in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind under any and all of the Transferred Intellectual Property, whether arising before or after the Effective Date, including the right to sue to enforce and collect damages for past infringement of the Transferred Intellectual Property, defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as Assignee, in its sole discretion, deems advisable.
- 1.3. Assignor renounces and waives any and all rights to limit the use, distribution, modification, licensing, or sale of any of the Transferred Intellectual Property or any element thereof by Assignee or its licensees, successors, or assignees, or to receive any compensation whatsoever by reason of any use, distribution, modification, licensing, or

sale of any Transferred Intellectual Property or any element thereof by Assignee, its licensees, successors, or assignees.

- 1.4. Assignor represents and warrants that no consents of any other parties are necessary or appropriate under any agreements concerning any of the Transferred Intellectual Property in order for the transfer and assignment of any of the Transferred Intellectual Property under this Agreement to be legally effective.
- 1.5. Assignor will help assignee obtain and enforce the Transferred Intellectual Property in any and all jurisdictions throughout the world. Without further considerations, Assignor will execute any documents Assignee reasonably requests for use in obtaining or enforcing such rights and protections. Assignor hereby appoints Assignee or its designated representative as Assignor's attorney-in-fact to execute documents on Assignor's behalf for the purposes set forth herein.

2. Miscellaneous.

- 2.1. This Agreement sets forth the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings among the parties hereto with respect to the subject matter hereof (with no concession being made as to the existence of any such agreements and understandings).
- 2.2. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.
- 2.3. This Agreement is being executed by the Assignor and the Assignee and shall be binding upon, inure to the benefit of, and be enforceable by, each of the Assignor and the Assignee, and their respective successors and assigns, for the uses and purposes above set forth and referred to, and shall be effective as of the date hereof.
- 2.4. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and enforceable against the parties hereto, and all of which together shall be considered one and the same agreement, it being understood that all parties need not sign the same counterpart.

*[Rest of page intentionally left blank; signature pages follow]*

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

Assignor:

VOVICI LLC

By: 

Name: Peter Fante

Title: Secretary

Assignee:

VERINT WS HOLDINGS LIMITED

By: 

Name: Peter Fante

Title: Director

## EXHIBIT A

### TRANSFERRED INTELLECTUAL PROPERTY

**“Transferred Intellectual Property”** means any intellectual property that is owned by or licensed to the Assignor or otherwise used or held for use in connection with the operation of the business of the Assignor, including (a) patents; (b) trade secrets; (c) copyrights; (d) trademarks; (e) domain names; (f) all (i) software, computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (ii) computer-based databases and compilations, (iii) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, (iv) all versions, updates, corrections, enhancements and modifications related to any of the foregoing, and (v) all documents (including, user manuals, training documentation, developer notes, comments and annotations) related to any of the foregoing (collectively, **“Software”**); (g) all computer and electronic data, data processing programs, documentation and software, both source code and object code (including flow charts, diagrams, descriptive texts and programs, computer print-outs, underlying tapes, computer databases and similar items), computer applications and operating programs and network identifiers; (h) all rights to sue for and remedies against past, present and future infringements, misappropriate or dilution of any or all of the foregoing and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide; (i) all copies and tangible embodiments of any or all of the foregoing (in whatever form or medium, including electronic media); and (j) any similar, corresponding, or equivalent rights to any of the foregoing anywhere in the world.

For avoidance of doubt, Transferred Intellectual Property further includes:

<b>Trademark</b>	<b>Vovici</b>
<b>Location</b>	United States
<b>Status</b>	Live
<b>Application Number</b>	77/091,840
<b>Filing Date</b>	January 26, 2007
<b>Registration Number</b>	3521316
<b>Registration Date</b>	October 21, 2008

<b>Trademark</b>	<b>RSVME</b>
<b>Location</b>	United States
<b>Status</b>	Live
<b>Application Number</b>	78/628,829
<b>Filing Date</b>	May 12, 2005
<b>Registration Number</b>	3085427
<b>Registration Date</b>	April 25, 2006

<b>Trademark</b>	<b>RSVME SIMPLE Q&amp;A FOR EVERYDAY</b>
<b>Location</b>	United States
<b>Status</b>	Live
<b>Application Number</b>	78/628,619
<b>Filing Date</b>	May 12, 2005
<b>Registration Number</b>	3085422
<b>Registration Date</b>	April 25, 2006

[EXHIBIT A TO AGREEMENT FOR ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY]

**TRADEMARK**

**RECORDED: 11/02/2011**

**REEL: 004653 FRAME: 0264**