

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
Global Management Technologies, LLC		10/24/2011	LIMITED LIABILITY COMPANY: 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: 1			
Property Type	Number	Word Mark	
Registration Number:	2379125	GMT PLANET	
CORRESPONDENCE DATA			
Fax Number:	(800)494-7512		
Phone:	2023704761		
Email:	tfahey@nationalcorp.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Thomas Fahey		
Address Line 1:	1100 G Street NW Suite 420		
Address Line 2:	National Corporate Research		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	F136611		
NAME OF SUBMITTER:	Maiqi Ouyang		
Signature:	/Maiqi Ouyang/		

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TRADEMARK
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OP \$40.00 2379125

Date:

11/09/2011

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 October 24, 2011, is made by GLOBAL MANAGEMENT TECHNOLOGIES, LLC, 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, Verint Systems Inc. and certain of its subsidiaries 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, the Grantor has executed and delivered a Guarantee and Collateral Agreement Supplement, dated as of the date hereof (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement Supplement") pursuant to which the Grantor became a party to the Guarantee and Collateral Agreement;

WHEREAS, pursuant to the Guarantee and Collateral Agreement Supplement, 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, as applicable.

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 the Guarantee and Collateral Agreement Supplement and is expressly subject to the respective terms and conditions thereof. Each of the Guarantee and Collateral Agreement and the Guarantee and Collateral Agreement Supplement (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.

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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.

GLOBAL MANAGEMENT TECHNOLOGIES,
LLC
as Grantor

By: 

Name: Peter Fante
Title: Officer

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

By: 
Name: Christopher Ree Day
Title: Vice President

By: 
Name: Sanja Gazali
Title: Associate

SCHEDULE 1

U.S. Trademark Registrations and Applications

<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>App. No./ Reg. No.</u>	<u>App. Date/ Reg. Date</u>
GLOBAL MANAGEMENT TECHNOLOGIES, LLC	GMT PLANET	United States	Registration Number: 2,379,125	Registration Date: August 22, 2000