

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GENESYS TELECOMMUNICATIONS LABORATORIES, INC.		02/08/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK USA		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Serial Number:	85458640	ICFD	
Serial Number:	77430792	ICFD	
Serial Number:	85458644	INTELLIGENT CUSTOMER FRONT DOOR	
Serial Number:	77430788	INTELLIGENT CUSTOMER FRONT DOOR	
Serial Number:	85813431	SAVE THE WORLD FROM BAD CUSTOMER SERVICE	
Serial Number:	85548571	SAVE THE WORLD FROM BAD CUSTOMER SERVICE	
Serial Number:	85792220	SIPSPAN2	
Serial Number:	85748467	SMART CONNECT	
Serial Number:	75244349	T-SERVER	
Serial Number:	75243867	CALLCENTER PULSE	
Serial Number:	78007686	CLIENTCARE	
Serial Number:	85813435	CONVERSATION MANAGER	
Serial Number:	85550117	EZPULSE	

Serial Number:	75387700	GENESYS
Serial Number:	75387701	GENESYS
Serial Number:	85702554	GENESYS CLOUD CONNECT
Serial Number:	85702557	GENESYS CONNECT
Serial Number:	85702562	GENESYS CONTACT CENTER CONNECT
Serial Number:	85813436	GENESYS CONVERSATION MANAGER
Registration Number:	2161483	
Serial Number:	85813433	GENESYS MOBILE ENGAGEMENT
Serial Number:	85726606	GENESYS ONE
Serial Number:	85702566	GENESYS PRIME CONNECT
Serial Number:	85748468	GENESYS SMART CONNECT
Serial Number:	85813434	GENESYS SMART LINK
Serial Number:	85702570	GENESYS SOCIAL CONNECT
Serial Number:	85813432	GENESYS SOCIAL ENGAGEMENT

CORRESPONDENCE DATA

Fax Number: 2128225096

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: nbrowand@milbank.com

Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP

Address Line 1: One Chase Manhattan Plaza

Address Line 2: Attn: Nathaniel T. Browand

Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	30045.35500
NAME OF SUBMITTER:	Nathaniel T. Browand
Signature:	/Nathaniel T. Browand/
Date:	02/08/2013

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”), dated as of February 8, 2013, is entered into by each of the undersigned (each, a “Grantor”) in favor of Goldman Sachs Bank USA, as collateral agent (together with its successors, in such capacity, the “Collateral Agent”).

WHEREAS, Grantors have executed and delivered that certain U.S. Pledge and Security Agreement, dated on even date herewith, in favor of the Collateral Agent (the “Pledge and Security Agreement”) pursuant to which Grantors have granted to Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to the Trademark Collateral (as defined below);

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

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. Subject to the terms of the Pledge and Security Agreement, each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due of the Obligations of such Grantor:

(i) all U.S., State and foreign trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade styles, trade dresses, service marks, certification marks, collective marks, logos and other source of business identifiers or any other indicia of origin, designs and general tangibles of a like nature, all registrations thereof, and all applications now or hereafter made in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world, (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (iii) all extensions and renewals of the foregoing, (iv) the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, and (v) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by

reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Governing Law. This agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles.

SECTION 6. Counterparts. This Agreement 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.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

GENESYS TELECOMMUNICATIONS
LABORATORIES, INC.

By: 
Name: Mark Alloy
Title: Treasurer

[Signature page to Trademark Security Agreement]

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: _____

Gabriel Jacobson
Authorized Signatory

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 004959 FRAME: 0048

SCHEDULE A

TRADEMARKS

Debtor/Grantor	Country	Status	Mark	Serial Number	Filing Date	Reg. Date	Reg. Number
Genesys Telecommunications Laboratories, Inc.	United States	Allowed	ICFD	85/458640	28-Oct-11		
Genesys Telecommunications Laboratories, Inc.	United States	Registered	ICFD	77/430792	25-Mar-08	13-Dec-11	4070877
Genesys Telecommunications Laboratories, Inc.	United States	Pending	INTELLIGENT CUSTOMER FRONT DOOR	85/458644	28-Oct-11		
Genesys Telecommunications Laboratories, Inc.	United States	Registered	INTELLIGENT CUSTOMER FRONT DOOR	77/430788	25-Mar-08	13-Dec-11	4070876
Genesys Telecommunications Laboratories, Inc.	United States	Pending	SAVE THE WORLD FROM BAD CUSTOMER SERVICE (Stylized) and Design	85/813431	31-Dec-12		
Genesys Telecommunications Laboratories, Inc.	United States	Published	SAVING THE WORLD FROM BAD CUSTOMER SERVICE	85/548571	21-Feb-12		
Genesys Telecommunications Laboratories, Inc.	United States	Pending	SIPSPAN2	85/792220	30-Nov-12		
Genesys Telecommunications Laboratories, Inc.	United States	Pending	SMART CONNECT	85/748467	08-Oct-12		
Genesys Telecommunications Laboratories, Inc.	United States	Registered	T-SERVER	75/244349	19-Feb-97	18-Dec-01	2520402

Debtor/Grantor	Country	Status	Mark	Serial Number	Filing Date	Reg. Date	Reg. Number
Genesys Telecommunications Laboratories, Inc.	United States	Registered	CALLCENTER PULSE	75/243867	19-Feb-97	02-May-00	2347455
Genesys Telecommunications Laboratories, Inc.	United States	Registered	CLIENTCARE	78/007686	11-May-00	20-Aug-02	2610700
Genesys Telecommunications Laboratories, Inc.	United States	Registered	COIL DESIGN PURE DEVICE	75/202055	20-Nov-96	02-Jun-98	2161483
Genesys Telecommunications Laboratories, Inc.	United States	Pending	CONVERSATION MANAGER	85/813435	31-Dec-12		
Genesys Telecommunications Laboratories, Inc.	United States	Published	EZPulse	85/550117	22-Feb-12		
Genesys Telecommunications Laboratories, Inc.	United States	Registered	GENESYS	75/387700	10-Nov-97	24-Aug-99	2271572
Genesys Telecommunications Laboratories, Inc.	United States	Registered	GENESYS	75/387701	10-Nov-97	01-Jun-99	2249031
Genesys Telecommunications Laboratories, Inc.	United States	Pending	GENESYS CLOUD CONNECT	85/702554	13-Aug-12		
Genesys Telecommunications Laboratories, Inc.	United States	Pending	GENESYS CONNECT	85/702557	13-Aug-12		
Genesys Telecommunications Laboratories, Inc.	United States	Pending	GENESYS CONTACT CENTER CONNECT	85/702562	13-Aug-12		
Genesys Telecommunications Laboratories, Inc.	United States	Pending	GENESYS CONVERSATION MANAGER	85/813436	31-Dec-12		

Debtor/Grantor	Country	Status	Mark	Serial Number	Filing Date	Reg. Date	Reg. Number
Genesys Telecommunications Laboratories, Inc.	United States	Pending	GENESYS ENGAGEMENT MOBILE	85/813433	31-Dec-12		
Genesys Telecommunications Laboratories, Inc.	United States	Published	GENESYS ONE	85/726606	11-Sep-12		
Genesys Telecommunications Laboratories, Inc.	United States	Pending	GENESYS PRIME CONNECT	85/702566	13-Aug-12		
Genesys Telecommunications Laboratories, Inc.	United States	Pending	GENESYS CONNECT SMART	85/748468	08-Oct-12		
Genesys Telecommunications Laboratories, Inc.	United States	Pending	GENESYS SMART LINK	85/813434	31-Dec-12		
Genesys Telecommunications Laboratories, Inc.	United States	Pending	GENESYS CONNECT SOCIAL	85/702570	13-Aug-12		
Genesys Telecommunications Laboratories, Inc.	United States	Pending	GENESYS ENGAGEMENT SOCIAL	85/813432	31-Dec-12		