

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
	KANA Software, Inc.		02/03/2014	CORPORATION: DELAWARE
	Overtone, Inc.		02/03/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA				
Name:	Credit Suisse AG, Cayman Islands Branch (As Collateral Agent)			
Street Address:	11 Madison Avenue			
City:	New York			
State/Country:	NEW YORK			
Postal Code:	10010			
Entity Type:	Bank: SWITZERLAND			
PROPERTY NUMBERS Total: 7				
	Property Type	Number	Word Mark	
	Registration Number:	2239545	KANA	
	Registration Number:	3880557	OPENMIC	
	Registration Number:	3785731	OPEN MIC	
	Registration Number:	3986170	OPEN MIC	
	Registration Number:	4033750	OPEN MIC	
	Registration Number:	3868106	OVERTONE	
	Registration Number:	3804112	OVERTONE	
CORRESPONDENCE DATA				
Fax Number:	2127557306			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	212-326-3939			
Email:	NYTEF@JONESDAY.COM			
Correspondent Name:	Nancy L. Hoffman			

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Address Line 1: Jones Day
Address Line 2: 222 East 41st Street
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 623738-620012

NAME OF SUBMITTER: Nancy L. Hoffman

Signature: /NANCY L. HOFFMAN/

Date: 02/03/2014

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 February 3, 2014 is made by KANA Software, Inc., a Delaware corporation and Overtone, Inc., a Delaware corporation (each a “Grantor” and collectively, the “Grantors”), 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 Amendment and Restatement Agreement dated as of March 6, 2013 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, each 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 each Grantor became a party to the Guarantee and Collateral Agreement;

WHEREAS, pursuant to the Guarantee and Collateral Agreement Supplement, each 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 hereto); and

WHEREAS, each 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, each 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, capitalized 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. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, all of such 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 each 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 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. Each 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, the Guarantee and Collateral Agreement and the Guarantee and Collateral Agreement Supplement, 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, the terms of the Guarantee and Collateral Agreement or the terms of the Guarantee and Collateral Agreement Supplement, the terms of the Guarantee and Collateral Agreement shall govern.

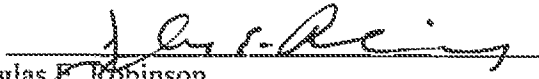
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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.


KANA SOFTWARE, INC,
as Grantor


By: 
Douglas E. Robinson
Treasurer

OVERTONE, INC,
as Grantor

By: 
Douglas E. Robinson
Treasurer

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

By: 
Name: Judy Smith
Title: Authorized Signatory

By: 
Name: Michael D'Onofrio
Title: Authorized Signatory

SCHEDULE 1

U.S. Trademark Registrations and Applications

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
KANA	U.S.	75/286164 5/5/1997	2239545 4/13/1999	KANA Software, Inc.
OPENMIC	U.S.	77/637142 12/19/2010	3880557 11/23/2010	Overtone, Inc.
OPEN MIC	U.S.	77/637150 12/19/2008	3785731 5/4/2010	Overtone, Inc.
OPEN MIC	U.S.	77/637130 12/19/2008	3986170 6/28/2011	Overtone, Inc.
OPEN MIC and Design 	U.S.	85/114034 8/23/2010	4033750 10/4/2011	Overtone, Inc.
OVERTONE	U.S.	77/637192 12/19/2008	3868106 10/26/2010	Overtone, Inc.
OVERTONE	U.S.	77/637172 12/19/2008	3804112 6/15/2010	Overtone, Inc.