

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM351597

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Zimbra, Inc.		08/11/2015	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Verint Americas Inc.		
<b>Street Address:</b>	300 Colonial Center Parkway		
<b>City:</b>	Roswell		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30076		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3085918	TELLIGENT	
<b>Registration Number:</b>	3307794	COMMUNITY SERVER	
<b>Registration Number:</b>	3361270	TELLIGENT	
<b>Registration Number:</b>	3500529	COMMUNITY SERVER	
<b>Registration Number:</b>	3542380		
<b>Registration Number:</b>	3582022	TELLIGENT	
<b>Registration Number:</b>	3587583	G	
<b>Registration Number:</b>	3589241	BLOGMAILR	
<b>Registration Number:</b>	3665382		
<b>Registration Number:</b>	4108739	THE BIG SOCIAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125414630		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	212-541-2000		
<b>Email:</b>	nyuspto@bryancave.com		
<b>Correspondent Name:</b>	Patricia L. Werner/Bryan Cave LLP		
<b>Address Line 1:</b>	1290 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10104		

CH \$265.00 3085918

<b>ATTORNEY DOCKET NUMBER:</b>	0169683/ZIMBRA.TMS
<b>NAME OF SUBMITTER:</b>	Patricia L. Werner
<b>SIGNATURE:</b>	/patricialwerner/
<b>DATE SIGNED:</b>	08/17/2015
<b>Total Attachments: 5</b> source=Zimbra-t-VAI.TM.Assignment#page1.tif source=Zimbra-t-VAI.TM.Assignment#page2.tif source=Zimbra-t-VAI.TM.Assignment#page3.tif source=Zimbra-t-VAI.TM.Assignment#page4.tif source=Zimbra-t-VAI.TM.Assignment#page5.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of August 11, 2015 by and between Zimbra, Inc., a Texas corporation ("Assignor"), and Verint Americas Inc., a Delaware corporation ("Assignee").

WHEREAS, in connection with that certain Asset Purchase Agreement (the "Purchase Agreement") of even date herewith by and between Assignor and Assignee, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in, to and under the trademarks set forth on Schedule A attached hereto, and all corresponding trademark applications and registrations thereof and common law rights thereto (hereinafter the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, Assignee is desirous of acquiring said rights in and to the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks.

NOW, THEREFORE, for \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby:

1. sell and assign unto Assignee all of Assignor's right, title and interest in, to and under the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks, and all rights for recovery, damages and profits for past, present and future infringements, if any; and
2. agree, without further compensation, upon reasonable request of Assignee (or its successors, assigns or legal representatives) to:
  - a. execute any and all oaths, assignments, powers and any other papers;
  - b. testify in any and all proceedings; and
  - c. otherwise take any and all actions, and fully cooperate with Assignee;

in each case, as may be necessary or appropriate, in the reasonable opinion of Assignee, to convey, establish, evidence, maintain, defend and enforce Assignee's rights in the Trademarks or otherwise related to securing and enforcing Assignee's rights under this Agreement; and Assignor hereby irrevocably appoints Assignee and any of its officers as Assignor's attorney in fact to undertake such acts in Assignor's name.

Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and the corresponding entity or agency in any applicable foreign country, to record Assignee as assignee and owner of the Trademarks. Assignor covenants and agrees that it has not executed, and will not execute, any agreement in conflict herewith.

This Trademark Assignment Agreement will be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law.

This Trademark Assignment Agreement may be executed in two or more counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered

will be an original, but all of which together will constitute one and the same instrument. Any such counterpart, to the extent delivered by means of electronic delivery will be treated in all manner and respects as an original executed counterpart and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

*[Signature page follows]*

IN TESTIMONY WHEREOF, the person executing this Assignment in a representative capacity on behalf of Assignor warrants that he/she is fully authorized and empowered to do so and sets his/her hand and seal the day and year set with his/her signature.

ASSIGNOR:

ZIMBRA, INC.

Date: August 11, 2015

By: [Signature]  
Name: PATRICK BRANDT  
Title: CHAIRMAN

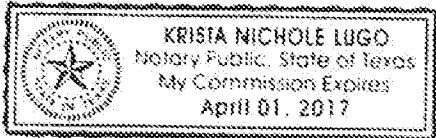
State of Texas )  
County of Collin ) SS:

On August 11, 2015, before me, Krista Lugo, personally appeared Patrick Brandt, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

[Signature]



[Signature page to Trademark Assignment Agreement]

**IN TESTIMONY WHEREOF**, the person executing this Agreement in a representative capacity on behalf of Assignee warrants that he is fully authorized and empowered to do so and sets his hand and seal the day and year set with his signature.

**ASSIGNEE:**

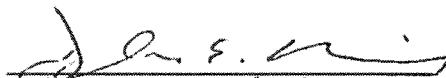
**VERINT AMERICAS INC.**

Date: August 11, 2015

By:

Name:

Title:

  
Douglas E. Robinson  
Treasurer

*[Signature page to Trademark Assignment Agreement]*

**SCHEDULE A**

<b>Registration number</b>	<b>Date of Registration</b>	<b>Registrant</b>	<b>Country</b>	<b>Mark</b>
3085918	4/25/2006	Zimbra, Inc.	US	Telligent
3307794	10/9/2007	Zimbra, Inc.	US	Community Server
3361270	1/1/2008	Zimbra, Inc.	US	Telligent (and design)
3500529	9/16/2008	Zimbra, Inc.	US	Community Server
3542380	12/9/2008	Zimbra, Inc.	US	Globes with outlines of continents (design)
3582022	3/3/2009	Zimbra, Inc.	US	Telligent (and design)
3587583	3/10/2009	Zimbra, Inc.	US	Aerosol/Paint sprayer can with letter G
3589241	3/10/2009	Zimbra, Inc.	US	Blogmailr
3665382	8/11/2009	Zimbra, Inc.	US	Globes with outlines of continents (design)
4108739	3/6/2012	Zimbra, Inc.	US	The Big Social