

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356997

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orsus Solutions Limited		01/12/2010	CORPORATION: ISRAEL
RECEIVING PARTY DATA			
Name:	NICE Systems, Inc.		
Street Address:	461 From Road		
Internal Address:	3rd Floor		
City:	Paramus		
State/Country:	NEW JERSEY		
Postal Code:	07652		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3494545	SITUATOR	
CORRESPONDENCE DATA			
Fax Number:	6179372400		
<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>			
Phone:	6179372418		
Email:	aanderson@cooley.com		
Correspondent Name:	Anna Anderson c/o Cooley LLP		
Address Line 1:	1299 Pennsylvania Ave., NW		
Address Line 2:	Suite 700		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	021045-1078		
NAME OF SUBMITTER:	Anna Anderson		
SIGNATURE:	/Anna Anderson/		
DATE SIGNED:	10/01/2015		
Total Attachments: 5			
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ASSIGNMENT OF TRADEMARKS

THIS INSTRUMENT is made as of January 13, 2010, by Orsus Solutions Limited ("Assignor") in favor of NICE Systems, Inc. ("Assignee").

Unless otherwise defined herein, capitalized terms are used herein as defined in the Asset Purchase Agreement dated as of November 22, 2009 (as amended, the "Asset Purchase Agreement") by and among the Sellers and the Purchasers (as defined therein).

WHEREAS Assignor is the owner of the Marks, including the registered trademarks and each registration and application therefor described on Exhibit A, attached hereto, as well as unregistered trademarks, service marks, trade names and slogans related to the Business (the "Trademarks"); and

WHEREAS pursuant to the Asset Purchase Agreement the Assignor is obligated to sell and transfer to Assignee certain Transferred Intellectual Property of Assignor; and

WHEREAS Assignor wishes to assign the Trademarks to Assignee and Assignee wishes to accept such assignment.

THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. In consideration for the representations, warranties, covenants, agreements and obligations undertaken by Assignor and Assignee under the Asset Purchase Agreement, Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademarks, all goodwill annexed to the Trademarks and the right to bring suit and recover damages for past infringement, except that if indemnification is sought by the Purchasers under Section 11 of the Asset Purchase Agreement, the provisions of Section 11 of the Asset Purchase Agreement shall apply to such suit or proceeding and the Purchasers may not be entitled to defend or settle such suit or proceeding except as set forth in Section 11.
2. Further Actions. The Assignor will, at any time upon request, without further compensation, execute and deliver any and all papers or instruments that in the opinion of the Assignee may be necessary or desirable to secure said Assignee the full enjoyment of the rights and properties herein conveyed or intended to be conveyed.
3. Miscellaneous.
 - 3.1. This Assignment of Trademarks incorporates by reference Section 2.5 (Further Conveyances and Assumptions); Section 13.3 (Governing Law and Jurisdiction); Section 13.5 (Notices); and Section 13.9 (Counterparts) of the Asset Purchase Agreement.
 - 3.2. This Instrument and the Asset Purchase Agreement (including the exhibits and schedules hereto and thereto) and the agreements, documents and instruments to be executed and delivered pursuant hereto or thereto are


intended to embody the final, complete and exclusive agreement among the parties with respect to the Trademarks; are intended to supersede all prior agreements, understandings and representations written or oral, with respect thereto; and may not be contradicted by evidence of any such prior or contemporaneous agreement, understanding or representation, whether written or oral.

- 3.3. No amendment of any provision of this Instrument shall be valid unless the same shall be in writing and signed by the Assignee, on the one hand, and the Assignor, on the other hand. No waiver by any party, whether intentional or not, of any default, misrepresentation, or breach of warranty or covenant hereunder, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.
- 3.4. This Instrument shall be fully enforceable and effective as to the parties hereto as to its remaining provisions in the event any provision is held to be invalid, illegal or unenforceable. This Instrument is being executed by the parties hereto and shall be binding upon each of the parties hereto, 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.

- Signature Page to Follow -

INTENDING TO BE LEGALLY BOUND, the parties hereto have duly executed this Instrument as of the day and year first mentioned above.

ASSIGNOR:


Orsus Solutions Limited
By: Gil Weiser
Its: Authorized Signatory

ASSIGNEE:

NICE Systems, Inc.

By: _____

Its: _____

- Signature Page to Trademark Assignment -

INTENDING TO BE LEGALLY BOUND, the parties hereto have duly executed this Instrument as of the day and year first mentioned above.

ASSIGNOR :

Orsus Solutions Limited

By: _____

Its: _____

ASSIGNEE:

NICE Systems, Inc.

By: Yehonatan Rozenblat ^{NO 225}
Its: President / Director ZEEV BERGMAN
DIRECTOR

- Signature Page to Trademark Assignment -

Exhibit A

**ORSUS SOLUTIONS LIMITED
STATUS REPORT OF TRADEMARK FILES RELATING TO THE BUSINESS**

Page 1 of 1
30-Nov-2009
Client 101834

File	Mark:	Country	Classes Classes	Owner	Application Date Number	Registration Date Number	File	Status Status
T-1260-09-IL	ORSUS	Israel	09	ORSUS USA, LLC	25-Mar-02 156099	02-Jun-03 156099	Registered	Registered. Deadline for renewal is: 25-Mar-2023
T-1260-EU	ORSUS	European Union	09, 35, 38 & 42	ORSUS USA, LLC	21-Mar-00 001567544	21-Aug-01 001567544	Registered	Registered. Deadline for renewal is: 21-Mar-2010
T-1260-US	ORSUS	United States	09	ORSUS USA, LLC	27-Sep-99 75808265	30-Jan-01 2,424,866	Registered	Registered. Deadline for renewal is: 30-Jan-2011
T-8440-09-CN	SITUATOR	China	09	ORSUS USA, LLC	11-Dec-07 6430930		Pending	Application pending. Awaiting receipt of Notice of Publication.
T-8440-42-CN	SITUATOR	China	42	ORSUS USA, LLC	11-Dec-07 6430931		Pending	Application pending. Awaiting receipt of Notice of Publication.
T-8440-US	SITUATOR	United States	09, 42	ORSUS USA, LLC	28-Nov-06 77051659	02-Sep-08 3494545	Registered	Registered. Deadline to file 6th Year Affidavit of Use, and if applicable Declaration of Incontestability is: 02-Sep-2014