

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM369678

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest in Trademark Rights		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Verint Americas Inc.		01/19/2016	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
<b>Street Address:</b>	11 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Bank: CAYMAN ISLANDS		
<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>	8004947512		
<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>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Dwayne C. Houston		
<b>Address Line 1:</b>	1025 Vermont Avenue NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, Ltd.		
<b>Address Line 4:</b>	Washington, D.C. 20005		

OP \$265.00 3085918

<b>ATTORNEY DOCKET NUMBER:</b>	F160780
<b>NAME OF SUBMITTER:</b>	Rick Harrison
<b>SIGNATURE:</b>	/Rick Harrison/
<b>DATE SIGNED:</b>	01/19/2016

**Total Attachments: 5**

source=#88060741v1 - (Trademark sent for filing 1-19-16)#page2.tif  
source=#88060741v1 - (Trademark sent for filing 1-19-16)#page3.tif  
source=#88060741v1 - (Trademark sent for filing 1-19-16)#page4.tif  
source=#88060741v1 - (Trademark sent for filing 1-19-16)#page5.tif  
source=#88060741v1 - (Trademark sent for filing 1-19-16)#page6.tif

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of January 19, 2016, is made by Verint Americas Inc., 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 Amended and Restated Credit Agreement, dated as of March 6, 2013 (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, the Grantor and certain other subsidiaries of Verint Systems Inc. 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, pursuant to the Asset Purchase Agreement by and between Zimbra, Inc. and the Grantor, dated as of August 11, 2015, Grantor acquired all rights, title and interest in certain Intellectual Property, including the Trademarks (as listed in Schedule 1);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, 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, in connection with the Credit Agreement and the Guarantee and Collateral Agreement, the Grantor is required to execute and deliver this Agreement for recording with the United States Patent and Trademark Office;

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.

NAI-1500526740v1

#87845205v3

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 is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (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.

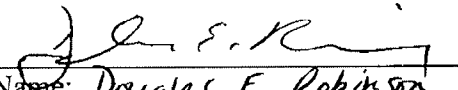
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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.

*[Remainder of page intentionally left blank]*


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.

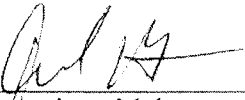
VERINT AMERICAS INC.,  
as Grantor

By:   
Name: Douglas E. Robinson  
Title: Treasurer

*[Signature Page to Grant of Security Interest in Trademarks: Verint Americas Inc.]*

CREDIT SUISSE AG,  
CAYMAN ISLANDS BRANCH  
as Collateral Agent

By:   
Name: Judith E. Smith  
Title: Authorized Signatory

By:   
Name: D. Andrew Maletta  
Title: Authorized Signatory

*[Signature Page to Grant of Security Interest in Trademarks: Verint Americas Inc.]*

## SCHEDULE 1

### U.S. Trademark Registrations

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

NAI-1500526740v1

#87845205v3