

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM407911

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nice Ltd.		11/14/2016	Company: ISRAEL
Actimize Limited		11/14/2016	Company: ISRAEL
CallCopy, Inc.		11/14/2016	Corporation: DELAWARE
inContact, Inc.		11/14/2016	Corporation: DELAWARE
Nexidia, Inc.		11/14/2016	Corporation: DELAWARE
Voice Print International, Inc.		11/14/2016	Corporation: CALIFORNIA
Nice Systems Technologies, Inc.		11/14/2016	Corporation: NEVADA

## RECEIVING PARTY DATA

<b>Name:</b>	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	10 S. DEARBORN ST., 7TH FLOOR
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
<b>Registration Number:</b>	4396092	
<b>Registration Number:</b>	3282087	ECHO
<b>Registration Number:</b>	4119259	INCLOUD
<b>Registration Number:</b>	3163177	INCONTACT
<b>Registration Number:</b>	3298478	INTOUCH
<b>Registration Number:</b>	3920269	SATISFACTION AS A SERVICE
<b>Registration Number:</b>	4765083	SUPERVISOR ON-THE-GO
<b>Registration Number:</b>	3802685	ESSENTIAL
<b>Registration Number:</b>	2476967	MIRRA
<b>Registration Number:</b>	3882215	NICE
<b>Registration Number:</b>	2213759	NICE
<b>Registration Number:</b>	2024791	NICELOG
<b>Registration Number:</b>	1666219	IEX

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2570919	TOTALVIEW
Registration Number:	2111229	NICECALL
Registration Number:	3539306	F
Registration Number:	4255919	INTENT. INSIGHT. IMPACT.
Registration Number:	4255920	INTENT. INSIGHT. IMPACT.
Registration Number:	2832332	FAST-TALK
Registration Number:	2928804	NEXIDIA
Registration Number:	3704769	NEXIDIA!
Registration Number:	4386858	NEXIDIA INTERACTION ANALYTICS
Registration Number:	4386859	NEXIDIA ADVANCED INTERACTION ANALYTICS
Serial Number:	86010192	NICE SEAMLESS
Serial Number:	86714398	NEXIDIA SEARCH GRID
Serial Number:	86664510	
Serial Number:	86309294	NEURAL PHONETIC SPEECH ANALYTICS
Serial Number:	86779293	VOICE AS A SERVICE
Serial Number:	86779320	VAAS
Serial Number:	86779309	VAAS
Serial Number:	86031548	PERSONAL CONNECTION

#### CORRESPONDENCE DATA

Fax Number: 6502515002

*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.*

Phone: (650) 251-5027

Email: ksolomon@stblaw.com

Correspondent Name: Marcela Robledo, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 2475 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	509265/1985
NAME OF SUBMITTER:	Marcela Robledo
SIGNATURE:	/mr/
DATE SIGNED:	12/06/2016

#### Total Attachments: 11

source=US Trademark Security Agreement (Executed) (003)-NICE#page1.tif

source=US Trademark Security Agreement (Executed) (003)-NICE#page2.tif

source=US Trademark Security Agreement (Executed) (003)-NICE#page3.tif

source=US Trademark Security Agreement (Executed) (003)-NICE#page4.tif

source=US Trademark Security Agreement (Executed) (003)-NICE#page5.tif

source=US Trademark Security Agreement (Executed) (003)-NICE#page6.tif

source=US Trademark Security Agreement (Executed) (003)-NICE#page7.tif  
source=US Trademark Security Agreement (Executed) (003)-NICE#page8.tif  
source=US Trademark Security Agreement (Executed) (003)-NICE#page9.tif  
source=US Trademark Security Agreement (Executed) (003)-NICE#page10.tif  
source=US Trademark Security Agreement (Executed) (003)-NICE#page11.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of November 14, 2016 (this “Agreement”), among Nice Ltd., an Israeli company, Actimize Limited, an Israeli company, CallCopy, Inc., a Delaware corporation, inContact, Inc., a Delaware corporation, Nexidia, Inc., a Delaware corporation, Voice Print International, Inc., a California corporation and Nice Systems Technologies, Inc., a Nevada corporation, (each a “Grantor” and collectively, the “Grantors”) and JPMorgan Chase Bank, N.A. (“JPMCB”), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of November 14, 2016, (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among NICE Ltd. (“Parent”), NICE Systems Inc. (the “Borrower”), the Lenders from time to time party thereto, JPMCB, as Administrative Agent, Royal Bank of Canada, as Syndication Agent and Citibank N.A., BMO Harris Bank, N.A., Wells Fargo Bank, N.A., Capital One, National Association and TD Bank, N.A., as Co-Documentation Agents and (b) the Collateral Agreement dated as of November 14, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Parent, the Borrower, the Subsidiary Loan Parties from time to time party thereto and JPMCB, as Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Loan Parties party hereto are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

**SECTION 1. Terms.** Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*. Notwithstanding anything contained in this Agreement to the contrary, (a) with respect to the security interests granted by the Israeli Grantors pursuant to this Agreement, this Agreement and each of the terms hereof relating to Trademark Collateral shall be limited solely to Trademark Collateral (including each of its constitutive parts) located in the United States of America or governed by the laws of the United States of America (including, for the avoidance of doubt, federal laws and state laws); and (b) in respect of Trademark Collateral constituting IIA-Funded Know-How, the creation of any security interest over such Trademark Collateral and any enforcement thereof shall be (i) subject to the IIA Provision (including the Research Law and all IIA Approvals) and (ii) governed by the laws of the State of Israel and subject to the exclusive jurisdiction of the Israeli courts.

**SECTION 2. Grant of Security Interest.** As security for the payment in full of the Obligations, each Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top level domain names, social media identifiers, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar office in any State of the United States of

America, all extensions or renewals thereof, and all common law rights related thereto, including, in the case of any Grantor, any of the foregoing set forth under its name on Schedule I (as limited by Section 1 above with respect to the security interests granted by the Israeli Grantors hereby), but excluding any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect hereto, unless and until acceptable evidence of use of the trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a lien in such trademark application prior to such filing would adversely affect the enforceability or validity of such trademark application; and

(b) all goodwill associated therewith or symbolized thereby.

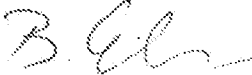
SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement  
as of the day and year first above written.

NICE LTD.

by 

\_\_\_\_\_  
Name: Barak Eilat  
Title: Chief Executive Officer

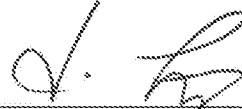
by 

\_\_\_\_\_  
Name: Eran Porat  
Title: Corporate Vice President,  
Finance

[Signature Page to Trademark Security Agreement]

NEXIDIA, INC.

by



---

Name: Jeff Levenberg  
Title: Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005935 FRAME: 0804**

NICE SYSTEMS TECHNOLOGIES, INC.

by



---

Name: Jeff Levenberg  
Title: Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005935 FRAME: 0805**



ACTIMIZE LIMITED

by

Name: Eran Pora  
Title: Director

by

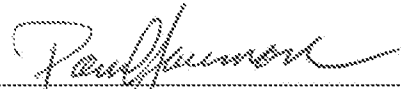
Name: Yechiam Cohen  
Title: Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005935 FRAME: 0806**

CALLCOPY, INC.

by



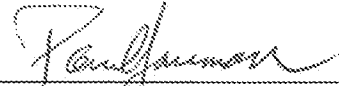
Name: Paul Jarman  
Title: President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005935 FRAME: 0807**

INCONTACT, INC.

by



Name: Paul Jarman

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005935 FRAME: 0808**

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent

by



Name:

Title:


**Nicholas Gitron-Beer**  
**Vice President**

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005935 FRAME: 0809**

## SCHEDULE I

## NICE Trademark Schedule

Title	Country	Status	Application No.	Application Date	Trademark No.	Registration Date	Owner
	United States	Registered	85/836115	January 20, 2013	4396092	06/18/13	inContact, Inc.
ECHO	United States	Registered	77/040833	11/09/06	3282087	08/21/07	inContact, Inc.
INCLOUD	United States	Registered	85/128411	09/13/10	4119259	03/27/12	inContact, Inc.
INCONTACT	United States	Registered	76/610964	09/08/04	3163177	10/24/06	inContact, Inc.
INTOUCH	United States	Registered	76/610965	09/08/04	3298478	09/25/07	inContact, Inc.
SATISFACTI ON AS A SERVICE	United States	Registered	77/602479	10/28/08	3920269	02/15/11	inContact
SUPERVISOR ON-THE-GO	United States	Registered	86/031561	08/07/13	4765083	06/30/15	inContact
ESSENTIAL	United States	Registered	77/852442	10/20/09	3802685	06/15/10	CallCopy
MIRRA	United States	Registered	75/508,202	25/06/1998	2,476,967	14/08/2001	NICE LTD
NICE	United States	Registered	77/825911	09/05/2005	3,882,215	30/11/2010	NICE LTD
NICE & DESIGN, NEW DESIGN,	United States	Registered	75/238,168	07/02/1997	2,213,759	29/12/1998	NICE LTD
NICELOG	United States	Registered	74/476,486	04/01/1994	2,024,791	24/12/1996	NICE LTD
IEX	United States	Registered	74/140,429	19/02/1991	1,666,219	26/11/1991	NICE Systems Technologies, Inc
TOTALVIEW	United States	Registered	76/093,954	21/07/2000	2,570,919	21/05/2002	NICE Systems Technologies, Inc
NICECALL	United States	Registered	75/039,639	02/01/1996	2,111,229	04/11/1997	NICE LTD
F-Logo	United States	Registered	77/115,113	23/02/2007	3539306	02/12/2008	Actimize LTD
INTENT.INSIG HT. IMPACT	United States	Registered	85/119957	31/08/2010	4,255,919	11/12/2012	NICE LTD

Title	Country	Status	Application No.	Application Date	Trademark No.	Registration Date	Owner
INTENT.INSIGHT.IMPACT	United States	Registered	85/11965	31/08/2010	4,255,920	11/12/2012	NICE LTD
FAST-TALK	United States	Registered	76/068,865	12/06/2000	2,832,332	13/04/2004	Nexidia Inc.
Nexidia	United States	Registered	78/326,283	11/11/2003	2,928,804	01/03/2005	Nexidia Inc.
Nexidia (!) Logo	United States	Registered	77/691642	16/03/2009	3,704,769	03/11/2009	Nexidia Inc.
Nexidia Interaction Analytics	United States	Registered	19 Sep 2012	19/09/2012	4,386,858	20/08/2013	Nexidia Inc.
Nexidia Advanced Interaction Analytics	United States	Registered	85/732,682	19/09/2012	4,386,859	20/08/2013	Nexidia Inc.
NICE SEAMLESS	United States	Pending	86/010,192	15/07/2013			NICE LTD.
Nexidia Search Grid	United States	Pending	86/714398	04/08/2015			Nexidia Inc.
(!) Nexidia Bug Logo	United States	Pending	86/664510	16/06/2015			Nexidia Inc.
Neural Phonetic Speech Analytics	United States	Pending	86/309,294	13/06/2014			Nexidia Inc.
Voice as a Service	United States	Pending	86/779293	10/06/15			inContact
VAAS	United States	Pending	86/779320	10/06/15			inContact
VaaS	United States	Pending	86/779309	10/06/15			inContact
PERSONAL CONNECTION	United States	Pending	86/031548	08/07/13			inContact