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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM433179

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		06/29/2017	Bank: SWITZERLAND

## **RECEIVING PARTY DATA**

Name:	Verint Systems Inc.	
Street Address:	330 South Service Road	
City:	Melville	
State/Country:	NEW YORK	
Postal Code:	11747	
Entity Type:	Corporation: DELAWARE	

## **PROPERTY NUMBERS Total: 25**

Property Type	Number	Word Mark	
Registration Number:	3886611	ACTIONABLE INTELLIGENCE	
Registration Number:	3197544	DEEPVIEW	
Registration Number:	3407106	INTELLICOACH	
Registration Number:	3955454	INTELLIGENCE IN ACTION	
Registration Number:	3393261	INTELLISCREEN	
Registration Number:	3262089	NEXTIVA	
Registration Number:	2913705	POWERING ACTIONABLE INTELLIGENCE	
Registration Number:	3266372	THE POWER OF WHY	
Registration Number:	3248122	VANTAGE	
Registration Number:	2796068	VERINT	
Registration Number:	2803581	VERINT	
Registration Number:	4129121	VERINT VERIFIED	
Registration Number:	3755230	WITNESS ACTIONABLE SOLUTIONS	
Registration Number:	4306907	VIDEO BUSINESS INTELLIGENCE	
Registration Number:	4240532	VBI	
Serial Number:	85873049	ENGAGE SI2	
Serial Number:	85873044	ENGAGE PI2	
Serial Number:	85873034	ENGAGE	
Serial Number:	85404619	ENGAGE GI2	
		TRADEMARK	

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Property Type	Number	Word Mark	
Serial Number:	85692639	CUSTOMER-INSPIRED EXCELLENCE	
Serial Number:	85713485	BIG DATA ACTIONABLE	
Serial Number:	85713488	MAKING BIG DATA ACTIONABLE	
Serial Number:	85719873	MAKE BIG DATA ACTIONABLE	
Serial Number:	85174439	VOICE OF THE CUSTOMER ANALYTICS	
Serial Number:	85174447	INSIGHT360	

#### CORRESPONDENCE DATA

**Fax Number:** 8004947512

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:** 202-370-4750

**Email:** ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F171098 TM11
NAME OF SUBMITTER:	Rick Harrison
SIGNATURE:	/Rick Harrison/
DATE SIGNED:	06/29/2017

#### **Total Attachments: 6**

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#### RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This Release of Security Interest in Trademark Rights, dated as of June 29, 2017 (the "<u>Trademark Security Release</u>"), is made by Credit Suisse AG, as the Administrative Agent for the several banks and other financial institutions (the "<u>Lenders</u>") party to the Existing Credit Agreement (as defined below) (in such capacity, the "<u>Agent</u>"), in favor of Verint Systems Inc., a Delaware corporation (the "<u>Grantor</u>").

WHEREAS, Verint Systems Inc., a Delaware corporation ("<u>Borrower</u>") entered into that certain Amended and Restated Credit Agreement dated as of March 6, 2013 with the Lenders and Agent, pursuant to which the Lenders severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein (the "<u>Existing Credit Agreement</u>");

WHEREAS, in connection with the Existing Credit Agreement, the Grantor and certain other subsidiaries of the Borrower executed and delivered a Guarantee and Collateral Agreement, dated as of April 29, 2011, in favor of Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

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 (collectively, the "<u>Trademark Collateral</u>");

WHEREAS, in connection with the Guarantee and Collateral Agreement, the Grantor executed and delivered certain Grant of Security Interest in Trademark Rights agreements dated as of September 18, 2013 made by and between the Grantor and the Agent (the "<u>Trademark Security Agreement</u>") for recording with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on October 21, 2013 on Reel/Frame 5135/0001;

WHEREAS, the Obligations (as defined in the Existing Credit Agreement) secured by the Trademark Collateral have been repaid or otherwise satisfied; and

WHEREAS, the Agent therefore desires to release, terminate and discharge its Lien and security interest in and to the Trademark Collateral and grant all of its right, title and interest in the Trademark Collateral to the Grantor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent and the Grantor hereby agree as follows:

1. Unless otherwise defined herein or the context requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Existing Credit Agreement and the Guarantee and Collateral Agreement.

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- 2. The Agent hereby releases, terminates and discharges to the Grantor (a) the Agent's continuing security interest in, right of setoff against and Lien on, (b) the Grantor's agreement to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default, and (c) any of Agent's other right, title or interest of any kind or nature in, to or under, the Trademark Collateral, including, without limitation, the Trademarks listed on <u>Schedule 1</u> hereto.
- 3. The Agent hereby authorizes and acknowledges the termination of the Trademark Security Agreement. At Grantor's expense, the Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to affect the release of the security interest contemplated hereby and terminate the Trademark Security Agreement.
- 4. This Trademark Security Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Release by facsimile will be as effective as delivery of a manually executed counterpart of this Trademark Security Release.

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IN WITNESS WHEREOF, the parties hereto have caused this Release of Security Interest in Trademarks to be duly executed and delivered by their respective officers thereunto duly authorized as of the date above first written.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as Agent

By:

Name: Judith E. Smith

Title: Authorized Signatory

By:

Name: Karim Rahimtoola Title: Authorized Signatory VERINT SYSTEMS INC. in its capacity as Grantor

By:

Name: Douglas E. Robinson
Title: Chief Financial Officer

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**SCHEDULE 1** 

**U.S. Trademark Registrations and Applications** 

Grantor	<u>Trademark</u>	App. No./ Reg. No.	Filing <u>Date/</u> <u>Reg. Date</u>
Verint Systems Inc.	ACTIONABLE INTELLIGENCE	3886611	7-Dec-10
Verint Systems Inc.	DEEPVIEW	3197544	9-Jan-07
Verint Systems Inc.	INTELLICOACH	3407106	1-Apr-08
Verint Systems Inc.	INTELLIGENCE IN ACTION	3955454	3-May-11
Verint Systems Inc.	INTELLISCREEN	3393261	4-Mar-08
Verint Systems Inc.	NEXTIVA	3262089	10-Jul-07
Verint Systems Inc.	POWERING ACTIONABLE INTELLIGENCE	2913705	21-Dec-04
Verint Systems Inc.	THE POWER OF WHY	3266372	17-Jul-07
Verint Systems Inc.	VANTAGE	3248122	29-May-07
Verint Systems Inc.	VERINT	2796068	16-Dec-03
Verint Systems Inc.	VERINT (STYLIZED)	2803581	6-Jan-04
Verint Systems Inc.	VERINT VERIFIED	4129121	9-Dec-09
Verint Systems Inc.	WITNESS ACTIONABLE SOLUTIONS	3755230	2-Mar-10
Verint Systems Inc.	VIDEO BUSINESS INTELLIGENCE	4306907	31-May-12
Verint Systems Inc.	VBI	4240532	13-Nov-12

# **U.S. Trademark Applications**

Grantor	<u>Trademark</u>	App. No./ Reg. No.	Filing Date/ Reg. Date
Verint Systems Inc.	ENGAGE SI2	85873049	11-Mar-13
Verint Systems Inc.	ENGAGE PI2	85873044	11-Mar-13
Verint Systems Inc.	ENGAGE	85873034	11-Mar-13
Verint Systems Inc.	ENGAGE GI2	85404619	23-Aug-11
Verint Systems Inc.	CUSTOMER-INSPIRED EXCELLENCE	85692639	01-Aug-12
Verint Systems Inc.	BIG DATA ACTIONABLE	85713485	27-Aug-12
Verint Systems Inc.	MAKING BIG DATA ACTIONABLE	85713488	27-Aug-12
Verint Systems Inc.	MAKE BIG DATA ACTIONABLE	85719873	04-Sep-12

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<u>Grantor</u>	<u>Trademark</u>	App. No./ Reg. No.	Filing Date/ Reg. Date
Verint Systems Inc.	VOICE OF THE CUSTOMER ANALYTICS	85174439	11-Nov-10
Verint Systems Inc.	INSIGHT360	85174447	11-Nov-10

**RECORDED: 06/29/2017**