

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436139

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VERINT SYSTEMS INC.		06/29/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT		
Street Address:	10 S. DEARBORN ST., 7TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4409361	ENGAGE GI2	
Registration Number:	2913705	POWERING ACTIONABLE INTELLIGENCE	
Registration Number:	4401847	VOICE OF THE CUSTOMER ANALYTICS	
Registration Number:	3955454	INTELLIGENCE IN ACTION	
Registration Number:	4737342	ENGAGE	
Registration Number:	4240532	VBI	
Registration Number:	3886611	ACTIONABLE INTELLIGENCE	
Serial Number:	86231358	TRANSFORMING CUSTOMER ENGAGEMENT	
Serial Number:	85713488	MAKING BIG DATA ACTIONABLE	
Registration Number:	4129121	VERINT VERIFIED	
Registration Number:	4306907	VIDEO BUSINESS INTELLIGENCE	
Registration Number:	3262089	NEXTIVA	
Registration Number:	2803581	VERINT	
Registration Number:	2796068	VERINT	
Registration Number:	3248122	VANTAGE	
Registration Number:	4409747	CUSTOMER-INSPIRED EXCELLENCE	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (212) 455-2256
Email: ksolomon@stblaw.com
Correspondent Name: CECILLIA X. XIE, ESQ.
Address Line 1: SIMPSON THACHER & BARTLETT LLP
Address Line 2: 425 LEXINGTON AVENUE
Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/2006
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NAME OF SUBMITTER:	Cecillia X. Xie
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SIGNATURE:	/cx/
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DATE SIGNED:	07/21/2017
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Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (the "Agreement"), effective as of June 29, 2017 is made by Verint Systems Inc., a Delaware corporation (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as Collateral Agent (in such capacity, the "Collateral Agent") for the banks and other financial institutions or entities from time to time parties to the Credit Agreement as lenders (the "Lenders"), dated as of June 29, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the Restricted Subsidiary Borrowers from time to time party thereto (together, the "Borrowers"), the Lenders, the Collateral Agent and the other Agents named therein and the other Secured Parties.

W I T N E S S E T H

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor and the Borrowers have executed and delivered a Guarantee and Collateral Agreement, dated as of June 29, 2017 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 assigned and transferred to the Collateral Agent, and thereby granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all Intellectual Property, including Trademarks (including, without limitation, those material items listed in Schedule 1 hereto); 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, in consideration of the premises and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Collateral Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, shall have the meanings given to them in the Guarantee and Collateral Agreement and, if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the Grantor's rights, title and interest in, to and under the Trademarks (including, without limitation, those material items listed on Schedule 1

hereto) (collectively, the “Collateral”), as collateral security for the prompt and complete payment and performance when due of the Grantor’s 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 Collateral Agent 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 Collateral Agent and the other Secured Parties 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.

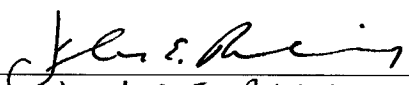
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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.

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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.

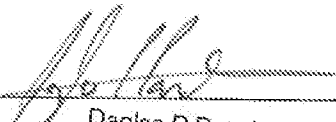
VERINT SYSTEMS INC.,
as Grantor

By: 
Name: Douglas E. Robinson
Title: Chief Financial Officer

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


TRADEMARK
REEL: 006111 FRAME: 0325

JP MORGAN CHASE BANK, N.A.,
as Collateral Agent for the Lenders

By: 
Name: Douglas P Panchal
Title: Executive Director

SCHEDULE 1

U.S. Trademark Registrations and Applications

Mark	Serial No. / Registration	Owner
ENGAGE GI2	85404619 / 4409361	Verint Systems Inc.
POWERING ACTIONABLE INTELLIGENCE	76510848 / 2913705	Verint Systems Inc.
VOICE OF THE CUSTOMER ANALYTICS	85174439 / 4401847	Verint Systems Inc.
INTELLIGENCE IN ACTION	77837073 / 3955454	Verint Systems Inc.
ENGAGE	85873034 / 4737342	Verint Systems Inc.
VBI	85434350 / 4240532	Verint Systems Inc.
ACTIONABLE INTELLIGENCE	77236360 / 3886611	Verint Systems Inc.
TRANSFORMING CUSTOMER ENGAGEMENT	86231358 / -	Verint Systems Inc.
MAKING BIG DATA ACTIONABLE	85713488 / -	Verint Systems Inc.
VERINT VERIFIED	77889598 / 4129121	Verint Systems Inc.
VIDEO BUSINESS INTELLIGENCE	85434342 / 4306907	Verint Systems Inc.
NEXTIVA	78498326 / 3262089	Verint Systems Inc.
	78106170 / 2803581	Verint Systems Inc.
		
VERINT	78102884 / 2796068	Verint Systems Inc.
VANTAGE	78417244 / 3248122	Verint Systems Inc.
CUSTOMER-INSPIRED EXCELLENCE	85692639 / 4409747	Verint Systems Inc.