

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436144

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VERINT AMERICAS 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: 44			
Property Type	Number	Word Mark	
Registration Number:	3542380		
Registration Number:	3307794	COMMUNITY SERVER	
Registration Number:	3353595	IMPACT 360	
Registration Number:	2270306		
Registration Number:	3085918	TELLIGENT	
Registration Number:	4108739	THE BIG SOCIAL	
Registration Number:	3500529	COMMUNITY SERVER	
Registration Number:	3582022	TELLIGENT	
Registration Number:	3361270	TELLIGENT	
Registration Number:	4515620	MY:TIME	
Registration Number:	4469052	INVENTING REAL CUSTOMER SERVICE	
Registration Number:	4941708	APP2AGENT	
Registration Number:	3014484	[-] [-] + [+] [+]	
Registration Number:	5039072	[+] [+] + [-] [-]	
Registration Number:	5039089	[+]	
Registration Number:	3665615	[+]	
Registration Number:	3861361	[+]ADMONITOR	
Registration Number:	3838486	ARE YOU LISTENING?	
Registration Number:	3897343	DIALOGCENTRAL	

CH \$1115.00 3542380

Property Type	Number	Word Mark
Serial Number:	86760017	ENGAGEMENT POST
Registration Number:	3108698	ONLINEOPINION
Registration Number:	3873884	ONLINEOPINION VOLUMETRICS
Registration Number:	4901886	OPINIONLAB
Registration Number:	2636259	OPINIONLAB
Registration Number:	2648212	O-TREND
Registration Number:	4733218	STRATX
Registration Number:	4482788	GLOBAL MONITOR
Registration Number:	4527965	ADTECH GLOBAL SKY
Serial Number:	85860529	ADTECH GLOBAL SKY CONTACT SOLUTION
Registration Number:	4473344	ADTECH
Registration Number:	4473343	ADTECH
Registration Number:	4233689	CELLSTACK
Registration Number:	4185188	CENTINEL
Registration Number:	4305894	STEELVAULT
Registration Number:	4185161	STEELBOX
Registration Number:	4305890	STEELVISION
Registration Number:	4305889	STEELEDGE
Registration Number:	4305886	STEELSWITCH
Registration Number:	2239545	KANA
Registration Number:	3986170	OPEN MIC
Registration Number:	3880557	OPENMIC
Registration Number:	4033750	OPEN MIC
Registration Number:	1936787	LORONIX
Registration Number:	4377437	SMARTSIGHT

CORRESPONDENCE DATA

Fax Number: 2124552502
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: (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
NAME OF SUBMITTER:	Cecillia X. Xie
SIGNATURE:	/cx/

DATE SIGNED:	07/21/2017
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Total Attachments: 7

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- source=NAI_1502809650_3_Grant of Security Interest in Trademark Rights (Verint Americas)#page2.tif
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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 Americas 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 Verint Systems Inc., a Delaware corporation and parent of Grantor, the other 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.

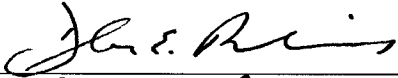
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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 AMERICAS INC.,
as Grantor

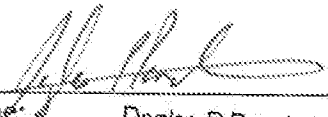
By: 
Name: Douglas E. Robinson
Title: Treasurer

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

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

By:

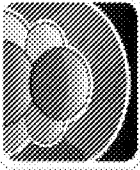




Name: Douglas P Panchal
Title: Executive Director

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

TRADEMARK
REEL: 006111 FRAME: 0366


SCHEDULE 1

U.S. Trademark Registrations and Applications

Mark	Serial No. / Registration	Owner
	76689116 / 3542380	Verint Americas Inc.
COMMUNITY SERVER	76626537 / 3307794	Verint Americas Inc.
IMPACT 360	78699711 / 3353595	Verint Americas Inc.
	75382938 / 2270306	Verint Americas Inc.
TELLIGENT	76592545 / 3085918	Verint Americas Inc.
THE BIG SOCIAL	85380150 / 4108739	Verint Americas Inc.
COMMUNITY SERVER	76675509 / 3500529	Verint Americas Inc.
TELLIGENT & Design	76677654 / 3582022	Verint Americas Inc.
		
TELLIGENT & Design	76677655 / 3361270	Verint Americas Inc.
		
MY TIME	85772942 / 4515620	Verint Americas Inc.

EXECUTION COPY

Mark	Serial No. / Registration	Owner
INVENTING REAL CUSTOMER SERVICE	85826454 / 4469052	Verint Americas Inc.
APP2AGENT	85956733 / 4941708	Verint Americas Inc.
[~] # + # [+]	76563829/ 3014484	Verint Americas Inc.
{+} {+} {+} {+} {+} {+}	86700243/ 5039072	Verint Americas Inc.
[+]	86703153/ 5039089	Verint Americas Inc.
[+]	77416575/ 3665615	Verint Americas Inc.
[+]ADMONITOR	77490645/ 3861361	Verint Americas Inc.
ARE YOU LISTENING?	77575893/ 3838486	Verint Americas Inc.
DIALOGCENTRAL	85038071/ 3897343	Verint Americas Inc.
ENGAGEMENT POST	86760017/ -	Verint Americas Inc.
ONLINEOPINION	78452946/ 3108698	Verint Americas Inc.
ONLINEOPINION VOLUMETRICS	77516281/ 3873884	Verint Americas Inc.
OPINIONLAB	86697102/ 4901886	Verint Americas Inc.
OPINIONLAB	75933648/ 2636259	Verint Americas Inc.
O-TREND	76142523/ 2648212	Verint Americas Inc.
STRATX	86317355 / 4733218	Verint Americas Inc.
GLOBAL MONITOR	85906780 / 4482788	Verint Americas Inc.
ADTECH GLOBAL SKY	85865490 / 4527965	Verint Americas Inc.
ADTECH GLOBAL SKY CONTACT SOLUTION	85860529 / -	Verint Americas Inc.
ADTECH	85605184 / 4473344	Verint Americas Inc.
ADTECH	85605151 / 4473343	Verint Americas Inc.
CELLSTACK	85577254 / 4233689	Verint Americas Inc.
CENTINEL	85346152 / 4185188	Verint Americas Inc.
STEELVAULT	85342825 / 4305894	Verint Americas Inc.
STEELBOX	85342818 / 4185161	Verint Americas Inc.
STEEL VISION	85341647 / 4305890	Verint Americas Inc.
STEELLEDGE	85341627 / 4305889	Verint Americas Inc.
STEELSWITCH	85340597 / 4305886	Verint Americas Inc.

Mark	Serial No. / Registration	Owner
KANA	75286164 / 2239545	Verint Americas Inc.
OPEN MIC	77637130 / 3986170	Verint Americas Inc.
OPENMIC	77637142 / 3880557	Verint Americas Inc.
OPEN MIC	85114034 / 4033750	Verint Americas Inc.
LORONIX	74567282 / 1936787	Verint Americas Inc.
SMARTSIGHT	85602739 / 4377437	Verint Americas Inc.
	85114034 / 4033750	Verint Americas Inc.
		

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RECORDED: 07/21/2017