

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513454

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RSR Acquisition, LLC		02/28/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	4 Chase Metrotech Center		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77701805	RESELLERRATINGS	
Serial Number:	85599144	CUSTOMERS LOVE US RESELLERRATINGS.COM	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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>			
Phone:	2165863939		
Email:	dpuljic@jonesday.com		
Correspondent Name:	Daniel Puljic / JONES DAY		
Address Line 1:	901 Lakeside Avenue		
Address Line 2:	North Point		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	623738-620033		
NAME OF SUBMITTER:	DANIEL PULJIC		
SIGNATURE:	/Daniel Puljic/		
DATE SIGNED:	03/08/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the "Agreement"), effective as of February 28, 2019 is made by RSR Acquisition, LLC, a Delaware limited liability company (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.

[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.

RSR ACQUISITION, LLC,
as Grantor

By: _____



Name: Douglas E. Robinson
Title: Treasurer

[Signature Page to Trademark Security Agreement: RSR Acquisition, LLC]

JP MORGAN CHASE BANK, N.A.,
as Collateral Agent


By: 
Name: Douglas Panchal
Title: Executive Director

[Signature Page to Trademark Security Agreement: RSR Acquisition, LLC]

TRADEMARK
REEL: 006605 FRAME: 0713

SCHEDULE 1

Registered Trademarks

Country	Mark	Serial No.	Registration No.	Owner
United States	RESELLER RATINGS	77701805	3756894	RSR Acquisition, LLC
United States	 CUSTOMERS LOVE US RESELLERRATINGS.COM	85599144	4348939	RSR Acquisition, LLC