

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557767

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		01/15/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	RSR ACQUISITION, LLC		
Street Address:	6665 Delmar Blvd., Suite 3000		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63130		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3756894	RESELLERRATINGS	
Registration Number:	4348939	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:	216-586-3939		
Email:	matthewwilliams@jonesday.com, mbarrios@jonesday.com, pcyngier@jonesay.com		
Correspondent Name:	MATTHEW WILLIAMS		
Address Line 1:	901 LAKESIDE AVENUE		
Address Line 2:	JONES DAY		
Address Line 4:	CLEVELAND, OHIO 44114-1190		
ATTORNEY DOCKET NUMBER:	623738-620033		
NAME OF SUBMITTER:	MATTHEW WILLIAMS		
SIGNATURE:	/MATTHEW WILLIAMS/		
DATE SIGNED:	01/16/2020		
Total Attachments: 5			
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RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This Release of Security Interest in Trademark Rights, dated as of January 15, 2020 (the "Release of Security Interest in Trademarks"), is made by 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") party to the Credit Agreement (as defined below), in favor of RSR Acquisition, LLC, a Delaware limited liability company (the "Grantor").

WHEREAS, Verint Systems Inc., a Delaware corporation and parent of Grantor ("Verint"), the other Restricted Subsidiary Borrowers from time to time party thereto (together, the "Borrowers") entered into that certain Credit Agreement dated as of June 29, 2017 with the Lenders and Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Grantor executed and delivered a Guarantee and Collateral Agreement Supplement, dated as of February 28, 2019, in favor of the Agent (the "GCA Supplement"), in which the Grantor joined as a grantor and guarantor to that certain Guarantee and Collateral Agreement, dated as of June 29, 2017, executed by the Borrower and the other grantors from time to time party thereto, in favor of the Collateral Agent (together with all supplements (including the GCA Supplement), 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 for the ratable benefit of the Secured Parties, a continuing security interest (the "Security Interest") in certain Intellectual Property, including the Trademarks;

WHEREAS, in connection with the Guarantee and Collateral Agreement, the Grantor executed and delivered that certain Trademark Security Agreement, dated as of February 28, 2019, made by and between the Grantor and the Collateral Agent (the "Trademark Security Agreement") 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 March 8, 2019 at Reel/Frame 6605/0708; and

WHEREAS, at the request of Verint, the Collateral Agent has agreed to evidence and confirm the termination and release of its Security Interest in the Released Collateral (as defined below) pursuant to Section 10.16 of the Credit Agreement and Section 8.15 of the Guarantee and Collateral Agreement.

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

1. Unless otherwise defined herein or the context requires, terms used in this Release of Security Interest in Trademarks, including its preamble and recitals, have the meanings provided or provided by reference in the Trademark Security Agreement, the Credit Agreement and the Guarantee and Collateral Agreement, as applicable.

2. The Collateral Agent hereby releases, terminates and discharges, without recourse, representation or warranty, to the Grantor the Collateral Agent's Security Interest in the Trademarks listed on Schedule 1 hereto (collectively, the "Released Collateral").

3. This Release of Security Interest in Trademarks 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 Release of Security Interest in Trademarks by facsimile will be as effective as delivery of a manually executed counterpart of this Release of Security Interest in Trademarks.

[Remainder of page intentionally left blank]

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.

JPMORGAN CHASE BANK, N.A., in its
capacity as Agent

By:

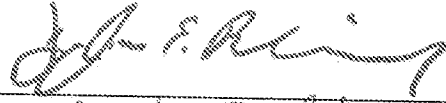


Name: MARIA RIAZ

Title: VICE PRESIDENT

RSR ACQUISITION LLC, in its capacity as
Grantor

By:




Name: Douglas E. Robinson
Title: Treasurer

SCHEDULE 1

Released Collateral

Trademarks

Country	Mark	Serial No.	Registration No.	Owner
United States	RESELLER RATINGS	77701805	3756894	RSR Acquisition, LLC
United States		85599144	4348939	RSR Acquisition, LLC