

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686869

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900651273		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VERINT SYSTEMS INC.		02/01/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	COGNYTE SOFTWARE LTD.		
Street Address:	33 MASKIT STREET		
City:	HERZLIYA		
State/Country:	ISRAEL		
Postal Code:	46733		
Entity Type:	Company: ISRAEL		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3886611	ACTIONABLE INTELLIGENCE	
Registration Number:	2913705	POWERING ACTIONABLE INTELLIGENCE	
Registration Number:	3248122	VANTAGE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2024295526		
Email:	admin@isusip.com		
Correspondent Name:	A. Jason Mirabito		
Address Line 1:	1300 I Street, NW, Suite 400E		
Address Line 2:	ISUS INTELLECTUAL PROPERTY PLLC		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	VSI TO COGNYTE		
NAME OF SUBMITTER:	Anthony Jason Mirabito		
SIGNATURE:	/Anthony Jason Mirabito/		
DATE SIGNED:	11/09/2021		
Total Attachments: 7			

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Trademark Assignment Agreement

This TRADEMARK ASSIGNMENT AGREEMENT (“**Assignment**”), effective as of February 1, 2021 (“**Effective Date**”), is made by and among Verint Systems Inc., a Delaware corporation (“**VSI**”), Verint Americas Inc., a Delaware corporation and successor by merger to Loronix Information Systems, Inc. (“**VAI**”), Verint Systems (Asia Pacific) Limited, a company organized under the laws of Hong Kong (“**VS APAC**”), and Verint Systems GmbH, a company organized under the laws of Germany (“**VS GmbH**,” and together, the “**Assignors**”), and Cognyte Software Ltd., a company organized under the laws of the State of Israel (“**Assignee**”).

WHEREAS, the Assignors are the owners and/or registered owners of the trademarks set forth on Schedule A attached hereto (“**Assigned Trademarks**”);

WHEREAS, VSI and Assignee are parties to that certain Separation and Distribution Agreement, dated February 1, 2021 (as amended, restated, supplemented or otherwise modified from time to time pursuant to its terms, the “**Agreement**”), under which, among other things, VSI agreed to assign, and to cause the other Assignors to assign, to Assignee all of the Assignors’ right, title, and interest in and to the Assigned Trademarks, and Assignee agreed to acquire all of the Assignors’ right, title, and interest in and to the Assigned Trademarks. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Agreement; and

WHEREAS, in order to give effect to the foregoing, the Assignors desire to assign to Assignee all of the Assignors’ right, title, and interest in and to the Assigned Trademarks, and Assignee desires to acquire all of the Assignors’ right, title, and interest in and to the Assigned Trademarks.

NOW THEREFORE, in consideration of the covenants, agreements, representations and warranties contained in the Agreement and this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors and Assignee hereby agree as follows:

1. Assignment. The Assignors hereby sell, transfer, assign, convey and deliver to Assignee, and Assignee hereby accepts, all of the Assignors’ right, title and interest in and to the Assigned Trademarks, together with the goodwill connected with the use of and symbolized by the Assigned Trademarks, including: all registrations, applications, issuances, extensions and renewals thereof, and all common law rights thereto; all rights conferred under any of the foregoing provided by international treaties and conventions or by applicable Law of any jurisdiction; all royalties, fees, income, payments and other proceeds now or hereafter due and payable with respect to any of the foregoing; and all rights to sue for damages, restitution, and injunctive and other legal and equitable relief for all past, present and future infringement, dilution, misappropriation, misuse, unlawful imitation or other violation of any of the foregoing, and to collect, or otherwise recover, any such damages.

2. Further Assurances. The Assignors shall timely execute and deliver any additional documents and perform such additional acts that may be reasonably requested by Assignee (or its successors, assigns or legal representatives) to assist in the implementation, recordation or perfection of this Assignment and Assignee’s interest in and to the Assigned Trademarks.

3. Due Authorization. The Assignors hereby authorize and request that the Office of the Commissioner for Trademarks of the United States Patent and Trademark Office and any other official of any applicable Governmental Authority to issue any and all registrations from any and all applications for registration included in the Assigned Trademarks to and in the name of Assignee.

4. Terms of the Agreement. This Assignment is subject to the terms of the Agreement. This Assignment is intended only to evidence the consummation of the transactions contemplated by the Agreement and is not intended to supersede or amend the Agreement. To the extent there is a conflict or inconsistency between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement shall govern.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

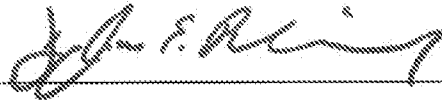
6. Governing Law. This Assignment and all claims or causes of action (whether in Contract, tort or statute) based upon, arising out of or relating to this Assignment or the transactions contemplated hereby, shall be governed by, and enforced in accordance with, the Laws of the State of Delaware, including its statutes of limitations, without giving effect to any conflict of Law or other rule that would result in the application of the Laws of any other jurisdiction.

7. Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by telecopy or by electronic delivery in Adobe Portable Document Format or other electronic format based on common standards, including any electronic signature complying with the U.S. federal ESIGN Act of 2000, shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the Assignors and Assignee has caused this Assignment to be executed by a duly authorized officer as of the Effective Date.

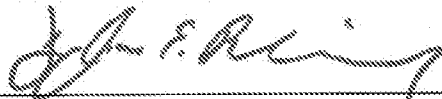
VERINT SYSTEMS INC.

By: 

Name: Douglas E. Robinson

Title: Chief Financial Officer

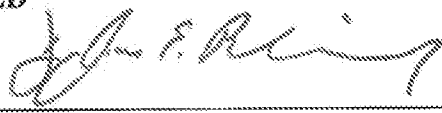
VERINT AMERICAS INC.

By: 

Name: Douglas E. Robinson

Title: Treasurer

VERINT SYSTEMS (ASIA PACIFIC)
LIMITED

By: 

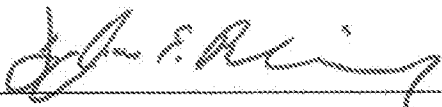
Name: Douglas E. Robinson

Title: Director

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 007484 FRAME: 0098

VERINT SYSTEMS GMBH

By:  _____

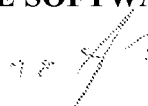
Name: Douglas E. Robinson

Title: Managing Director

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, each of the Assignors and Assignee has caused this Assignment to be executed by a duly authorized officer as of the Effective Date.

COGNYTE SOFTWARE LTD.

By:  _____

Name: David Abadi

Title: Chief Financial Officer

Schedule A

Assigned Trademarks

Jurisdiction	Mark	Application Serial No.	Filing Date (mm/dd/yyyy)	Registration No.	Registration Date (mm/dd/yyyy)
EU	ACTIONABLE INTELLIGENCE	006166871	8/3/2007	006166871	8/28/2008
US	ACTIONABLE INTELLIGENCE	77/236,360	7/23/2007	3886611	12/7/2010
EU	C2I	012729554	3/26/2014	012729554	8/21/2014
IL	C2I	264572	4/1/2014	264572	6/5/2016
IL	ENGAGE GI2	240113	8/24/2011	240113	
CH	ENGAGE GI2	596152011		624129	12/23/2011
EU	ENGAGE GI2	10215821	8/24/2011	10215821	1/25/2012
CN	ENGAGE GI2	9890129	8/25/2011	9890129	5/28/2012
EU	ENGAGE PI2	011472801	1/8/2013	011472801	5/22/2013
EU	ENGAGE SI2	011472818	1/8/2013	011472818	5/22/2013
CN	MULTIVISION (design)	3259747	7/31/2002	3259747	9/8/2003
CA	NEXTIVA	1,258,553	5/24/2005	TMA714044	5/9/2008
US	NEXTIVA	78/498,326	10/12/2004	3,262,089	7/10/2007
US	POWERING ACTIONABLE INTELLIGENCE	76/510,848	4/30/2003	2,913,705	12/21/2004
EU	VANTAGE	004943511	3/7/2006	004943511	8/30/2010
US	VANTAGE	78/417,244	5/12/2004	3,248,122	5/29/2007
TR	LORONIX	3385/94	4/6/1994	151301	4/6/1994
LI	LORONIX	9012	4/7/1994	9012	6/22/1994
DK	LORONIX	1224/1994	2/14/1994	3225/1994	5/20/1994
ISL	LORONIX	145/1994	2/14/1994	622/1994	7/27/1994
DE	RP			DE30062240	12/7/2000
CH	LORONIX	923/1994.6	2/11/1994	422355	2/11/1994
Beneluz	LORONIX	76787	2/15/1994	548903	2/15/1994
MC	LORONIX	15243	2/15/1994	9415196	2/15/1994
FR	LORONIX	94506466	2/15/1994	94506466	2/15/1994
DE	LORONIX	232/10531	2/19/1994	2086606	12/8/1994
IT	LORONIX	8362004	2/20/2004	686938	2/23/2004
ES	LORONIX	1806657	3/1/1994	1806657	3/1/1994