

**CORRECTED RECORDATION FORM COVER SHEET UNDER 37 CFR 3.51
PATENTS ONLY**

FORM PTO-1595
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

09-26-2003



102560236

Please record the attached original documents or copy therec

1. Name of conveying party(ies):
Nice Systems, Ltd.
Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: Intellectual Property Security Agreement executed by Cliffstone Corp. on 09/10/01, executed by Thales TRC, Inc. on 09/10/01; Assignment and Assumption Agreement executed by Nice Systems ltd. on 03/04/03, executed by Performix Holdings, Inc., on 03/04/03; Stock and Promissory Note Purchase Agreement executed by Nice Systems Ltd., on 03/04/03, executed by Performix Holdings, Inc., on 03/04/03.

2. Name and address of receiving party(ies)
Name: Performix Holdings, Inc.
Internal Address:
Street Address: 25 Corporate Drive, Suite 206
Burlington, MA 01803
Additional name(s) & addresses(es) attached? Yes No

2003 SEP 22 AM 8:19
OPR/FINANCE

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: April 1, 2003

A. Patent Application No.(s)
09/410,993
10/224,734

B. Patent No.(s)

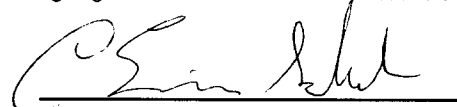
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence Concerning document should be mailed:
Name: C. Eric Schulman, Esq.
Address: MINTZ, LEVIN, COHN, FERRIS
GLOVSKY and POPEO, P.C.
One Financial Center
Boston, MA 02111

6. Total number of applications and patents involved: [1]
7. Total fee (37 CFR 3.41).....\$ 80.00
 Previously Paid on April 11, 2003
 Authorized to be charged to Deposit Account No: 50-0311

DO NOT USE THIS SPACE

9. Statement and signature
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

C. Eric Schulman, Esq. (Reg. No. 43,350)  September 22, 2003

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: [31]

Mail documents to be recorded with required cover sheet information to:

Box Assignment
Commissioner for Patents
Washington, DC 20231

STOCK AND PROMISSORY NOTE PURCHASE AGREEMENT

This **STOCK AND PROMISSORY NOTE PURCHASE AGREEMENT** (the "Agreement"), dated as of March 4, 2003 (the "Effective Date"), by and between NICE Systems Ltd., a company organized under the laws of Israel ("Seller") and Performix Holdings, Inc., a Delaware corporation ("Purchaser").

WHEREAS, Seller is the record owner of Three Million Three Hundred Fifty-Six Thousand, Three Hundred Thirty-Five (3,356,335) shares of Series C Convertible Preferred Stock, par value \$1.00 per share (the "Cliffstone Shares"), of Cliffstone Corporation ("Cliffstone");

WHEREAS, Seller, as the successor by assignment to Thales Holding Corporation, formerly known as Thales TRC, Inc. ("Thales"), is a party to that certain Credit Agreement dated as of September 10, 2001 between Cliffstone, as Borrower, and Thales, as Lender, as amended by that certain First Amendment to Credit Agreement dated as of March 12, 2002 (the "Credit Agreement") and Seller, as the successor by assignment to Thales, is the holder and record owner of the Amended and Restated Senior Secured Convertible Promissory Note, dated March 12, 2002, in the aggregate principal amount of One Million Five Hundred Thousand United States Dollars (US\$1,500,000) issued under the Credit Agreement by Cliffstone in favor of Thales (the "Cliffstone Note");

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, subject to the terms and conditions set forth herein, all of the Cliffstone Shares and the Cliffstone Note for the consideration set forth below.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and conditions contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Purchase and Sale.

(a) **Basic Transaction.** Subject to the terms and conditions set forth herein, Purchaser hereby agrees to purchase from Seller, and Seller hereby agrees to sell, transfer and assign to Purchaser, all of Seller's right, title and interest in and to the Cliffstone Shares and the Cliffstone Note for the consideration specified herein.

(b) **Purchase Price.** At the Closing (as defined below), Purchaser shall (i) pay to Seller cash in the amount of Fifty Thousand United States Dollars (US\$50,000) by wire transfer of immediately available funds to an account specified by Seller, (ii) issue to Seller 1,324,000 shares of Common Stock (as defined below), representing 1.5% of the issued and outstanding capital stock of Purchaser on a fully diluted basis, and (iii) deposit with Brown Raysman Millstein Felder & Steiner LLP, as escrow agent (the "Escrow Agent"), 882,000 shares of Common Stock, representing 1% of the issued and outstanding capital stock of Purchaser on a fully diluted basis (the "Earn-Out Common Stock"), such shares to be held and distributed by the Escrow Agent in accordance with the terms and conditions of this Agreement and the escrow agreement attached hereto as Exhibit A (the "Escrow Agreement").

(c) Release of Earn-Out Common Stock. Subject to the terms and conditions of the Escrow Agreement, the Earn-Out Common Stock shall be released from escrow as follows:

(i) in the event that, at any time during the twelve-month period commencing on the Closing and ending on the twelve-month anniversary of the Closing (the "Earn-Out Period"), Product Revenue (as defined below) equals or exceeds One Million United States Dollars (US\$1,000,000), all of the Earn-Out Common Stock shall be released to Seller within thirty (30) days after the date on which such Product Revenue target is achieved;

(ii) in the event that Product Revenue during the Earn-Out Period does not equal or exceed One Million United States Dollars (US\$1,000,000), the Earn-Out Common Stock shall be released to Seller on a *pro rata* basis based upon the ratio that the actual Product Revenue for the Earn-Out Period bears to the target Product Revenue of US\$1,000,000 (e.g., if Product Revenue for the Earn-Out Period equals US\$800,000, Seller shall be entitled to receive that number of shares of Earn-Out Common Stock equal to .8% of the issued and outstanding capital stock of Purchaser on a fully diluted basis) and such shares shall be released to Seller within thirty (30) days after the first anniversary of the Closing; and

(iii) in the event that less than all of the Earn-Out Common Stock is released to Seller pursuant to the foregoing clause (ii), the remainder of the Earn-Out Common Stock shall be returned to Purchaser by the Escrow Agent.

(iv) Purchaser shall provide Seller with monthly calculations of Product Revenue for each month during the Earn-Out Period, which calculations shall be provided no later than the fifteenth (15th) business day following the end of the month for which the calculation is prepared. Such calculations shall be prepared in accordance with United States generally accepted accounting principles, consistently applied, along with a statement setting forth in reasonable detail the computation of Product Revenue for such period. Purchaser's calculation of Product Revenue shall be used in determining whether any shares of Earn-Out Common Stock will be released under Section 4(a) of this Agreement unless Seller shall have given Purchaser notice (a "Dispute Notice") that Seller disputes Purchaser's calculation of Product Revenue within fifteen (15) days after Purchaser's calculation of Product Revenue has been given to Seller, which notice shall set forth in reasonable detail the calculations being disputed in good faith. In the event a Dispute Notice is timely given to Purchaser, Seller and Purchaser shall have twenty (20) days to resolve the dispute and, if not resolved, the dispute shall be submitted to an independent accounting firm mutually acceptable to the Parties (the "Arbitrator") which shall be instructed to arbitrate such disputed item(s) and determine Product Revenue within thirty (30) days. The resolution of disputes by the Arbitrator shall be set forth in writing and shall be conclusive and binding upon and non-appealable by the parties, and the determination of Product shall become final upon the date of such resolution, and may be entered as a final judgment in any court of proper jurisdiction. Each party shall pay its own expenses of arbitration and the expenses of the arbitrator shall be equally shared. To the extent that arbitration may not be legally permitted hereunder or the parties are unable to agree on an Arbitrator to resolve disputes hereunder, either Purchaser or Seller may

commence a civil action in a court of appropriate jurisdiction to resolve disputes hereunder. Nothing contained in this Section 4(c) shall prevent the parties from settling any dispute by mutual agreement at any time.

(d) Definitions. For purposes of this Agreement:

“Product Revenue” shall mean all revenue generated from the “real-time product sales” of the Prism Product, including, without limitation, any revenue generated from product sales, and any related maintenance and service revenue generated from dealers, distributors and/or end users of the Prism Product, whether such maintenance and services are provided by Purchaser, Seller, Cliffstone or any of their respective affiliates, or by any other third party. The determination of “Product Revenue” for purposes of this Agreement shall be determined using United States generally accepted accounting principles, consistently applied, and shall be calculated without regard to any prepaid licensing or other fees relating to the Prism Product. In addition, for the avoidance of doubt, any management, maintenance or other service fees collected prior to Closing that relate to services to be provided after Closing shall be included in “Product Revenue” for purposes of this Agreement.

“Prism Product” shall mean Cliffstone’s real-time performance management software product, commonly known as “PRISM”, that enables companies to monitor agent productivity and performance by accessing information from a mix of real-time, historical and web-based data sources, together with any future releases, versions, improvements or replacements of such software product.

Section 2. Closing. Upon the terms and subject to the conditions set forth herein, the consummation of the purchase and sale of the Cliffstone Shares and the Cliffstone Note (the “Closing”) shall occur simultaneously with the signing of this Agreement. At the Closing, Purchaser shall pay the purchase price to Seller in accordance with Section 1 of this Agreement and Seller shall, against such payment of the purchase price by Purchaser, deliver to Purchaser (a) stock certificates of Cliffstone (the “Certificates”), duly endorsed in blank or accompanied by a stock power duly endorsed in blank and in proper form for transfer to Purchaser, representing the Cliffstone Shares and (b) the original, manually executed copy of the Cliffstone Note, duly endorsed and in proper form for transfer to Purchaser

Section 3. Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser as follows:

3.1 Binding Effect. This Agreement has been duly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms except as such enforceability may be limited by (a) bankruptcy, insolvency, moratorium, reorganization and other laws affecting creditors' rights generally, and (b) general principles of equity, regardless of whether asserted in a proceeding in equity or at law.

3.2 Ownership of the Cliffstone Shares. Seller has good and valid title to the Cliffstone Shares free and clear of all liens, charges, claims or encumbrances that may have been created by Seller. To the Seller's knowledge, there are no outstanding or authorized options, warrants, rights, calls, commitments, conversion rights, rights of exchange or other agreements of any character, contingent or otherwise, providing for the purchase, issuance or sale of any of the

Cliffstone Shares, or any arrangements that require or permit any Cliffstone Shares to be voted by or at the discretion of anyone other than Seller, and there are no restrictions of any kind on the transfer of the Cliffstone Shares other than (a) restrictions on transfer set forth in that certain Investor Rights Agreement, dated as of August 21, 2000, as amended by Amendment No. 2 thereto, dated as of September 10, 2001 (as so amended, the "Investor Rights Agreement"), (b) restrictions on transfer imposed by the Securities Act of 1933, as amended (the "1933 Act"); and (c) restrictions on transfer imposed by applicable state securities or "Blue Sky" laws.

3.3 Ownership of the Cliffstone Note. Seller has good and valid title to the Cliffstone Note free and clear of all liens, charges, claims or encumbrances that may have been created by Seller. To the best of Seller's knowledge, there are no outstanding or authorized options, warrants, rights, calls, commitments, conversion rights, rights of exchange or other agreements of any character, contingent or otherwise, providing for the purchase, issuance or sale of the Cliffstone Note.

3.4 Investment Representations. Seller acknowledges, represents and warrants to Purchaser as follows:

(a) Seller acknowledges that the shares of Common Stock of Purchaser to be issued to Seller pursuant to Section 1 of this Agreement have not been registered under the 1933 Act or other applicable federal or state statutes regulating the purchase and sale of securities.

(b) Seller is acquiring the Common Stock solely for its own account for the purpose of investment and not as a nominee or agent for any other person and not with a view to, or for offer or sale in connection with, any distribution thereof.

3.5 No Further Representations or Warranties. Seller makes no representations or warranties except as expressly set forth herein.

Section 4. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller as follows:

4.1 Binding Effect. This Agreement has been duly executed and delivered by Purchaser and constitutes the legal, valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms except as such enforceability may be limited by (a) bankruptcy, insolvency, moratorium, reorganization and other laws affecting creditors' rights generally and (b) general principles of equity, regardless of whether asserted in a proceeding in equity or at law.

4.2 Capitalization. The entire authorized capital stock of Purchaser consists of (i) 88,737,712 shares of common stock, par value \$.001 per share ("Common Stock") and (ii) 47,800,525 shares of preferred stock, par value \$.001 per share, 10,024,996 shares of which are designated as Series A-1 Convertible Preferred Stock and 37,775,529 shares of which are designated as Series A-2 Convertible Preferred Stock. As of the date of this Agreement (immediately prior to the issuance of 2,206,000 shares of Common Stock to Seller pursuant to this Agreement), (i) 25,165,187 shares of Common Stock are issued and outstanding, all of which are duly authorized, validly issued, fully paid and nonassessable, (ii) no shares of Common Stock are held in the treasury of the Company, (iii) options to acquire 25,000 shares of Common Stock have

been granted and are outstanding under the Purchaser's stock option plans and an additional 13,041,000 shares of Common Stock have been reserved for issuance for additional grants of options under such stock option plans, (iv) no warrants to purchase shares of Common Stock have been issued and are outstanding, (v) 10,024,996 shares of Series A-1 Convertible Preferred Stock are issued and outstanding and 37,775,529 shares of Series A-2 Convertible Preferred Stock are issued and outstanding, all of which are duly authorized, validly issued, fully paid and nonassessable. The shares of Common Stock issued to the Seller pursuant to this Agreement, when issued, sold and delivered in compliance with the provisions of this Agreement, will be duly and validly issued, fully paid and nonassessable and free from any restrictions on transfer, except for restrictions imposed by U.S. federal or state securities or "blue sky" laws.

4.3 Investment Representations. Purchaser acknowledges, represents and warrants to Seller as follows:

(a) Purchaser acknowledges that the Cliffstone Shares and the Cliffstone Note have not been registered under the 1933 Act or other applicable federal or state statutes regulating the purchase and sale of securities.

(b) Purchaser is acquiring the Cliffstone Shares and the Cliffstone Note solely for its own account for the purpose of investment and not as a nominee or agent for any other person and not with a view to, or for offer or sale in connection with, any distribution thereof.

Section 5. Indemnification.

5.1 Seller shall indemnify and hold harmless Purchaser, and its respective heirs, agents, assigns, affiliates, successors and personal representatives, from and against any and all damages, losses, obligations, claims, actions or causes of action, encumbrances, costs, expenses (including reasonable attorneys' fees incurred by Purchaser in any action or proceeding between Seller and Purchaser) or other liabilities of any kind or nature (collectively, "Damages") arising from the breach by Seller of any representation, warranty or agreement made by Seller hereunder.

5.2 Purchaser shall indemnify and hold harmless Seller, its officers, directors, stockholders, affiliates and their respective heirs, agents, assigns, affiliates, successors and personal representatives from and against any and all Damages arising from the breach by Purchaser of any representation, warranty or agreement made by Purchaser hereunder.

5.3 The indemnification provisions set forth herein shall be the exclusive remedy any party may have with respect to any and all Damages arising out of the transactions contemplated by this Agreement.

Section 6. Reseller Agreement. Purchaser and Seller hereby agree that, in the event that at any time after the date hereof Purchaser acquires more than fifty percent (50%) of the issued and outstanding voting securities of Cliffstone, (a) Purchaser and Seller will promptly thereafter in good faith negotiate a mutually agreed, non-exclusive reseller, distribution and/or OEM agreement (the "OEM Agreement") pursuant to which Seller shall be entitled to resell and distribute the Prism Product, and (b) they will use their commercially reasonable efforts to cause the OEM Agreement to be entered into and to become effective as soon as reasonably practicable

after Closing. Purchaser and Seller hereby further agree that, until the OEM Agreement is agreed and effective, Seller shall be entitled to resell and distribute the Prism Product pursuant to the terms and conditions of the Reseller Agreement dated as of December 5, 2000 between Cliffstone and Seller, as successor by assignment of Thales Contact Solutions Limited (as amended by Amendment No. 1 to the Reseller Agreement dated as of September 10, 2001 between Cliffstone and Thales Contact Solutions Limited) and the Software OEM Agreement dated August 21, 2000 by and between Call Center Technology, Inc. (currently known as Cliffstone Corporation) and Seller, as successor by assignment to Racal Recorders Limited (currently known as Thales Contact Solutions Limited)(as amended by Amendment No. 1 to the Software OEM Agreement dated as of September 10, 2001 between Cliffstone and Thales Contact Solutions Limited).

Section 7. Prepaid Licenses. In the event that, at any time after the date of this Agreement, Cliffstone shall enter into any merger, consolidation, liquidation, winding-up or dissolution transaction, or conveys, sells, transfers or otherwise disposes of all or substantially all of its business or assets (a "Fundamental Change"), and, as a result of such Fundamental Change or otherwise, Purchaser acquires Cliffstone's rights in and to the Prism Product, Purchaser hereby agrees that it will (i) honor any and all licenses for the Prism Product that have been prepaid by the Seller to Cliffstone as of the date hereof (the "Prepaid Licenses") and (ii) assume any and all of Cliffstone's obligations arising out of and relating to such Prepaid Licenses. The Prepaid Licenses for the Prism Product total an aggregate of Three Hundred Twenty-Five Thousand United States Dollars (US\$325,000) as of the date hereof.

Section 8. Additional Terms.

8.1 The representations, warranties, and agreements of Purchaser and Seller contained herein shall survive the Effective Date without limit.

8.2 Neither party shall issue any press release or make any public announcement relating to the subject matter of this Agreement prior to the Closing without the prior written approval of the other party; *provided, however*, that any party may make any public disclosure it believes in good faith, and upon the advice of counsel, is required by applicable law (in which case the disclosing party will advise the other party prior to making the disclosure and the wording of such disclosure shall be mutually agreed to by the parties).

8.3. Each of Seller and Purchaser will bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.

8.4 This Agreement (a) incorporates the entire understanding and agreement of the parties and supersedes all previous agreements and/or discussions between Purchaser and Seller solely with respect to the subject matter hereof; (b) may not be amended or modified except in a writing executed by Purchaser and Seller; and (c) shall be governed by, construed and enforced in accordance with the laws of the State of New York, without giving effect to such State's conflict of laws principles.

8.5 In any action or proceeding arising out of, related to, or in connection with this Agreement, the parties consent to be subject to the jurisdiction and venue of (a) the courts of the State of New York, and (b) the United States District Court for the Southern District of New

York. Each of the parties consents to the service of process in any action commenced hereunder by certified or registered mail, return receipt requested, or by any other method or service acceptable under federal law or the laws of the State of New York.

8.6 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

8.7 This Agreement shall be binding upon and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby,
have duly executed this Agreement as of the date first-above written.


SELLER:

NICE SYSTEMS LTD.

By: _____
Name:
Title:

PURCHASER:


PERFORMIX HOLDINGS, INC.

By: 
Name: CATHAL MCGUINN
Title: CEO & PRESIDENT

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby,
have duly executed this Agreement as of the date first-above written.

SELLER:

NICE SYSTEMS LTD.

By: 
Name: Haim Shani
Title: President & CEO

PURCHASER:

PERFORMIX HOLDINGS, INC.

By: _____
Name:
Title:

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is entered into as of March 4, 2003, between NICE Systems Ltd., a company organized under the laws of Israel ("Assignor") and Performix Holdings, Inc., a Delaware corporation ("Assignee").

WITNESSETH

WHEREAS, Assignor is the record owner of Three Million Three Hundred Fifty-Six Thousand, Three Hundred Thirty-Five (3,356,335) shares of Series C Convertible Preferred Stock, par value \$1.00 per share, of Cliffstone Corporation (the "Cliffstone Shares"); and

WHEREAS, Assignor is the holder and record owner of the Amended and Restated Senior Secured Convertible Promissory Note, dated March 12, 2002, in the aggregate principal amount of One Million Five Hundred Thousand United States Dollars (US\$1,500,000) issued by Cliffstone in favor of Assignor, as the successor by assignment to Thales TRC, Inc. (currently known as Thales Holding Corporation) (the "Cliffstone Note"); and

WHEREAS, pursuant to that certain Stock and Promissory Note Purchase Agreement, dated as of the date hereof, between Assignor and Assignee (the "Purchase Agreement") Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, the Cliffstone Shares and the Cliffstone Note; and

WHEREAS, Assignor is entering into this Agreement for the purpose of assigning and transferring to Assignee all of Assignor's rights, liabilities and obligations in and relating to those contracts set forth on Exhibit A attached hereto (the "Contracts"); and

WHEREAS, Assignee is executing and delivering this Agreement for the purpose of assuming the Contracts.

NOW, THEREFORE, in consideration of the premises and of the mutual representations, warranties and agreements contained herein and in the Purchase Agreement, the parties hereto agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to them in the Purchase Agreement.
2. Assignment. Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells, transfers, conveys, assigns and delivers to Assignee all of Assignor's right, title, and interest in, to or under all of the Contracts.
3. Assumption. Assignee hereby accepts such assignment and assumes and agrees to perform any and all of Assignor's duties and obligations under the Contracts from and after the Closing, subject to the terms and conditions of the Purchase Agreement.
4. Binding Agreement; Amendments. This Agreement shall be binding on each of the parties and their respective heirs, representatives, successors and assigns. This Agreement may not be modified except by an instrument in writing which is signed by each of the parties.

5. Governing Law. This Agreement, including all matters of construction, validity and performance, shall in all respects be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made in such State and to be performed entirely within such State, without giving effect to principles relating to conflicts of law.

6. Further Assurances. Assignor hereby covenants and agrees that, from time to time at Assignee's request after delivery of this Agreement and without further consideration, Assignor, will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all and any such further acts, conveyances, transfers, assignments, instruments and assurances as may be reasonably required to effectively grant, convey, assign, transfer and set over to and vest in Assignee any and all of the Contracts.

7. Other Agreements Prevail. Assignor and Assignee hereby acknowledge and agree that neither the representations and warranties nor the rights or remedies of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Agreement. In the event of a conflict between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

8. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Exhibit A

Contracts relating to the Cliffstone Shares

Investor Rights Agreement dated as of August 21, 2000, by and among Call Center Technology, Inc. (currently known as Cliffstone Corporation), NICE Systems Ltd., as the successor by assignment to Thales TRC, Inc. (currently known as Thales Holding Corporation), and the holders of Cliffstone Corporation's issued and outstanding capital stock, as amended by Amendment No. 2 to the Investor Rights Agreement dated September 10, 2001, among Cliffstone Corporation, the holders of more than fifty percent (50%) of the outstanding shares of Cliffstone Corporation's common stock, and NICE Systems Ltd., as the successor by assignment to Thales Holding Corporation.

Stock Purchase Agreement dated as of August 21, 2000 among Cliffstone Corporation, Stephen M. Beckett, II and Henry F. Yoder, Jr., Cordova Technology Partners, L.P. and NICE Systems Ltd., as the successor by assignment to Thales Holding Corporation, solely with respect to the registration rights of Section 8 thereof.

Registration Rights Letter Agreement dated September 10, 2001 between Cliffstone Corporation and NICE Systems Ltd., as the successor by assignment to Thales Holding Corporation.

Stock Purchase Agreement, dated as of February 13, 2003, by and between Thales Holding Corporation and NICE Systems Ltd.

Call Option Agreement, dated as of November 2, 2002, by and between Thales Holding Corporation and NICE Systems Ltd.

Contracts relating to the Cliffstone Note

Amended and Restated Senior Secured Convertible Promissory Note, dated March 12, 2002, executed by Cliffstone Corporation to NICE Systems Ltd., as the successor by assignment to Thales Holding Corporation.

Credit Agreement dated as of September 10, 2001, by and between Cliffstone Corporation and NICE Systems Ltd., as the successor by assignment to Thales Holding Corporation, as amended by the First Amendment to Credit Agreement dated March 12, 2002, by and between Cliffstone Corporation and NICE Systems Ltd., as the successor by assignment to Thales Holding Corporation.

Security Agreement dated as of September 10, 2001, by Cliffstone Corporation in favor of NICE Systems Ltd., as the successor by assignment to Thales Holding Corporation.

Intellectual Property Security Agreement dated as of September 10, 2001, by and among Cliffstone Corporation and NICE Systems Ltd., as the successor by assignment to Thales Holding Corporation.

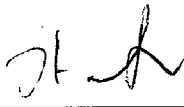
Promissory Note Purchase Agreement, dated as of February 13, 2003, by and between Thales Holding Corporation and NICE Systems Ltd.

Call Option Agreement, dated as of November 2, 2002, by and between Thales Holding Corporation and NICE Systems Ltd.

IN WITNESS WHEREOF, this Assignment and Assumption Agreement has been duly executed as of the date first above written.

ASSIGNOR:

NICE Systems Ltd.

By: 
Name: Haim Shani
Title: Presiden&CEO

ASSIGNEE:

Performix Holdings, Inc.


By: _____
Name:
Title:

IN WITNESS WHEREOF, this Assignment and Assumption Agreement has been duly executed as of the date first above written.

ASSIGNOR:
NICE Systems Ltd.

By: _____
Name:
Title:

ASSIGNEE:
Performix Holdings, Inc.

By: 
Name: CATHAL MCGUIN
Title: CEO & PRESIDENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") is made as of September 10, 2001, by and among Cliffstone Corporation, a Georgia Corporation (the "Grantor"), f/k/a Call Center Technology, Inc., and Thales TRC, Inc., a Delaware Corporation, as Lender (the "Lender").

WITNESSETH:

WHEREAS, Cliffstone Corporation, as the "Borrower" and Lender are parties to that certain Credit Agreement, dated as of September 10, 2001 (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Credit Agreement"), pursuant to which the Lender may, from time to time, extend credit to Borrower; and

WHEREAS, Grantor and the Lender are parties to that certain Security Agreement, dated as of September 10, 2001 (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Security Agreement"), pursuant to which Grantor has granted a security interest in all or substantially all of its assets to the Lender; and

WHEREAS, the Lender has required Grantor to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the "Obligations" (as defined in the Credit Agreement) and (ii) as a condition precedent to any extension of credit to the Borrower under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

SECTION 1. Defined Terms.

Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, each capitalized term used herein that is defined in the Security Agreement shall have the meaning specified for such term in the Security Agreement.

The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

SECTION 2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

SECTION 3. Incorporation of the Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

SECTION 4. Security Interest in Intellectual Property. "Intellectual Property" shall include, but is not limited to, the Trademarks, Copyrights, Patents, Licenses (as defined in clauses 4(a)-(d) below) and any other proprietary property or technology, and agreements relating thereto, including, without limitation, any and all improvements and future developments material to the operation of Grantor's business. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Grantor hereby grants and assigns to the Lender, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Grantor's now owned or existing and hereafter acquired or arising:

(a) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and (v) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(v) in this Section 4(a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(b) copyrights, whether or not published or registered under the Copyright Act of 1976, 17 U.S.C. §101 et seq., as the same shall be amended from time to time, and any predecessor or successor statute thereto, and applications for registration of copyrights, and all works of authorship and other intellectual property rights therein, including, without limitation, copyrights for computer programs, source code and object code data bases and related materials and documentation and including, without limitation, the registered copyrights and copyright applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals, revisions, derivative works, enhancements, modifications, updates, new releases or other revisions thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and (v) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing copyrights and applications, together with the items described in clauses (i)-(v), being sometimes hereinafter individually and/or collectively referred to as the "Copyrights"). Copyrights shall also include copyrightable materials now or hereafter owned by Grantor, all tangible property embodying the

Copyrights or such copyrightable materials, and all tangible property covered by the Licenses (defined below).

(d) patents and all types of exclusionary or protective rights granted (or applications therefor) for inventions (including, without limitation, letters patent, plant patents, utility models, breeders' right certificates, inventor's certificates and the like), and all reissues and extensions thereof and all renewals, divisions, continuations and continuations-in-part thereof, recognized under federal law and all comparable rights recognized in foreign jurisdictions or conventions or by treaty, including, without limitation, all such rights listed in Schedule A hereto. Schedule A indicates in each case whether the applicable Patent is issued or the subject of a pending application in the U.S. Patent & Trademark Office and any foreign jurisdictions. Schedule A also indicates whether the Patent is the subject of any claim of co-ownership, and, if so, whether the exercise of Grantor's rights therein are subject to (A) royalty obligations due such co-owner, its successors or assigns, (B) restrictions on exercise, assignment or sublicensing, or (C) revocation or termination. All of the foregoing patents and applications and corresponding rights thereto, together with the items described in this paragraph (d) will sometimes hereinafter individually and/or collectively be referred to as the "Patents";

(e) to the extent the assignment thereof is not prohibited, rights under or interest in any intellectual property license agreements including patent, copyright, trademark, service mark, know-how, trade secret, or other technology license agreements with any other party relating to Grantor's intellectual property, whether Grantor is a licensee or licensor under any such license agreement, including, without limitation, those intellectual property license agreements listed on Schedule A attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to use the foregoing in connection with the enforcement of the Lender's rights under the Credit Agreement, including, without limitation, the right to prepare for sale and sell any and all Inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

Schedule A lists all owned and recordable Intellectual Property in which Grantor has or claims a partial or entire ownership interest and that is material to the operation of the present or planned business of Grantor. Schedule A also describes all Licenses in which Grantor has or claims any right or interest and that is material to the operation of the present or planned business of Grantor or the value of the owned or recordable Intellectual Property. Except as otherwise indicated in Schedule A, Grantor is the sole legal and beneficial owner of all the owned and recordable Intellectual Property listed in Schedule A. Except as otherwise indicated in Schedule A, the Licenses require no further license, consent or approval of third parties in order to be effective and exercisable in accordance with their respective terms, each agreement listed therein is valid, subsisting, and in effect, and neither Grantor nor, to Grantor's knowledge (but without prejudice to Grantor's rights thereunder), any other party is or, with the passage of time or the render of notice, could be in material default thereunder. Grantor has taken reasonable and prudent action to identify the circumstances in which Licenses should be established in order to protect and promote Grantor's business. Grantor has taken reasonable and prudent action to protect, preserve and enforce its rights under the owned and recordable Intellectual Property.

SECTION 5. Restrictions on Future Agreements. Grantor will not, without the Lender's prior written consent (which consent shall not be unreasonably withheld or delayed), enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Grantor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to the Lender under this Agreement or the rights associated with the Intellectual Property. Notwithstanding the foregoing provisions of this Section 5 or any other provision of this Agreement, so long as no Default has occurred and is continuing, Grantor may license and dispose of the Trademarks and Licenses in any lawful manner that is in the ordinary course of its business and is not inconsistent with the provisions of this Agreement.

SECTION 6. New Intellectual Property. Grantor represents and warrants to the best of their knowledge that, from and after the Closing Date, (a) the Intellectual Property listed on Schedule A include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks, service mark applications, copyright applications, copyright registrations, patent applications or issued patents now owned or held by Grantor, (b) the Licenses listed on Schedule A include all of the license agreements under which Grantor is the licensee or licensor (except as may be otherwise disclosed in writing to the Lender) and (c) no liens, claims or security interests in such Intellectual Property have been granted by Grantor to any Person other than the Lender. If, prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals, copyright applications, copyright registrations, patent applications or issued patents whether as licensee or licensor, or (iii) enter into any new license agreement, the provisions of Section 4 above shall automatically apply thereto. Grantor shall give to the Lender written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. Upon the occurrence of the events described in clauses (i), (ii) and (iii) above, Grantor hereby authorizes the Lender to modify this Agreement unilaterally (i) by amending Schedule A to include any future Intellectual Property rights and by amending Schedule A to include any future license agreements, which are Licenses under Section 4 above or under this Section 6, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A thereto, such future Intellectual Property including without limitation future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and copyright applications, copyright registrations, patent applications, issued patent, and Licenses.

SECTION 7. Royalties. Grantor hereby agrees that the use by the Lender of the Intellectual Property (including Licenses) as authorized hereunder in connection with the Lender's exercise of its rights and remedies under Section 15 or pursuant to Section 17 of the Security Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Lender to Grantor.

SECTION 8. Right to Inspect; Further Assignments and Security Interests. The Lender may at all reasonable times (and at any time when a Default exists) have access to, examine, audit, make copies (at Grantor's expense) and extracts from and inspect Grantor's premises and examine Grantor's books, records and operations relating to the Intellectual Property; provided, that in conducting such inspections and examinations, the Lender shall use reasonable efforts not to disturb unnecessarily the conduct of Grantor's ordinary business operations. From and after the occurrence of a Default, Grantor agrees that the Lender, or a conservator appointed by the Lender, shall have the right to establish such reasonable additional product quality controls as the Lender or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Intellectual Property including the Licenses or in connection with which such Intellectual Property and Licenses are used. Grantor agrees (i) not to sell or assign its respective interests in, or grant any license under, the Intellectual Property without the prior and express written consent of the Lender, (ii) to maintain the quality of such products as of the date hereof, and (iii) not to reduce the quality of such products in any material respect without the Lender's prior and express written consent.

SECTION 9. Nature and Continuation of the Lender's Security Interest; Termination of the Lender's Security Interest. This Agreement is made for collateral security purposes only and, accordingly, it does not transfer title to the Intellectual Property to the Lender. This Agreement shall create a continuing security interest in the Intellectual Property and shall terminate only when the Obligations have been paid in full in lawful money of the United States of America and the Credit Agreement and the Security Agreement have been terminated. When this Agreement has terminated, the Lender shall promptly execute and deliver to Grantor, at Grantor's expense, all termination statements, satisfactions and other instruments as may be necessary or proper to terminate the Lender's security interest in the Intellectual Property, subject to any disposition thereof which may have been made by the Lender pursuant to this Agreement or the Security Agreement.

SECTION 10. Duties of Grantor. Grantor shall have the duty to take any such actions as may be deemed necessary or appropriate by Grantor in its reasonable business judgment, to: (i) prosecute diligently any Trademark, Copyright, or Patent application that is part of the applications pending as of the date hereof or hereafter until the termination of this Agreement, and (ii) make application for Trademarks, Copyrights, or Patents. Grantor further agrees to use its best efforts to maintain in full force and effect the Intellectual Property that in Grantor's reasonable business judgment are or shall be necessary or economically desirable in the operation of Grantor's business. Notwithstanding the foregoing provisions of this Section 10 or any other provision of this Agreement, Grantor shall have the right to discontinue use or prosecution of any application or registration for any Intellectual Property where such discontinuance is deemed necessary or desirable by Grantor in the exercise of its reasonable business judgment. Any expenses incurred in connection with the foregoing shall be borne by Grantor. Lender shall not have any duty with respect to the Intellectual Property. Without limiting the generality of the foregoing, Lender shall not be under any obligation to take any steps necessary to preserve rights in the Intellectual Property against any other parties, but Lender may do so at its option from and after the occurrence of a Default, and all expenses incurred in connection therewith shall be for the sole account of Grantor and shall be added to the Obligations secured hereby.

SECTION 11. Lender's Right to Sue. From and after the occurrence of a Default, Lender shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Intellectual Property and, if the Lender shall commence any such suit, Grantor shall, at the request of the Lender, do any and all lawful acts and execute any and all proper documents required by the Lender in aid of such enforcement. Grantor shall, upon demand, promptly reimburse the Lender for all costs and expenses incurred by the Lender in the exercise of its rights under this Section 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Lender).

SECTION 12. Waivers. The Lender's failure, at any time or times hereafter, to require strict performance by Grantor of any provision of this Agreement shall not waive, affect or diminish any right of the Lender thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Grantor and the Lender have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Grantor contained in this Agreement shall be deemed to have been suspended or waived by the Lender unless such suspension or waiver is in writing signed by an officer of the Lender and directed to Grantor specifying such suspension or waiver.

SECTION 13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

SECTION 14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 6 hereof or by a writing signed by the parties hereto.

SECTION 15. Cumulative Remedies; Power of Attorney. Grantor hereby irrevocably designates, constitutes and appoints the Lender (and all Persons designated by the Lender in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, and authorizes the Lender and any of the Lender's designees, in Grantor's or the Lender's name, to take any action and execute any instrument which the Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, from the giving by the Lender of notice to Grantor of the Lender's intention to enforce its rights and claims against Grantor, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Lender in the use of the Intellectual Property, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Intellectual Property to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Intellectual Property or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Intellectual Property as the Lender deems in its own best interest; provided, however, that the Power of Attorney granted herein may only be exercised from and after the occurrence and during the continuance of a Default. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the

Obligations shall have been paid in full in cash and the Credit Agreement shall have been terminated. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Lender under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

The Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Intellectual Property may be located or deemed located. Upon the occurrence of a Default and the election by the Lender to exercise any of its remedies under the Uniform Commercial Code with respect to the Intellectual Property, Grantor agrees to assign, convey and otherwise transfer title in and to the Intellectual Property to the Lender or any transferee of the Lender and to execute and deliver to the Lender or any such transferee all such agreements, documents and instruments as may be necessary, in the Lender's sole discretion, to effect such assignment, conveyance and transfer. All of the Lender's rights and remedies with respect to the Intellectual Property, whether established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and continuance of a Default, the Lender may exercise any of the rights and remedies provided in this Agreement, the Escrow Agreement, the Security Agreement and any of the other Loan Documents. Grantor agrees that any notification of intended disposition of any of the Intellectual Property required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Lender may give any shorter notice that is commercially reasonable under the circumstances.

SECTION 16. Successors and Assigns. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit the Lender and its nominees, successors and assigns. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however, that no Grantor shall voluntarily assign or transfer its rights or obligations hereunder without the Lender's prior written consent (which consent shall not be unreasonably withheld or delayed).

SECTION 17. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS) OF THE STATE OF FLORIDA. ANY DISPUTE BETWEEN GRANTOR AND THE LENDER ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH, THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS (WITHOUT REGARD TO THE CONFLICTS OF LAWS PROVISIONS) OF THE STATE OF FLORIDA.

SECTION 18. CONSENT TO JURISDICTION; SERVICE OF PROCESS; JURY TRIAL.

(a) EXCLUSIVE JURISDICTION. EXCEPT AS PROVIDED IN SUBSECTION (b) BELOW, EACH OF THE PARTIES HERETO AGREES THAT ALL DISPUTES AMONG

THEM ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH, THIS AGREEMENT WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED EXCLUSIVELY BY STATE OR FEDERAL COURTS LOCATED IN BROWARD COUNTY, FLORIDA, BUT THE PARTIES HERETO ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF BROWARD COUNTY, FLORIDA. EACH OF THE PARTIES HERETO WAIVES IN ALL DISPUTES BROUGHT PURSUANT TO THIS SUBSECTION (a) ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT CONSIDERING THE DISPUTE.

(b) OTHER JURISDICTIONS. GRANTOR AGREES THAT THE LENDER SHALL HAVE THE RIGHT TO PROCEED AGAINST GRANTOR OR ITS RESPECTIVE PROPERTY IN A COURT IN ANY LOCATION TO ENABLE SUCH PERSON TO (1) OBTAIN PERSONAL JURISDICTION OVER GRANTOR OR (2) REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS OR (3) ENFORCE A JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF SUCH PERSON. GRANTOR AGREES THAT IT WILL NOT ASSERT ANY COUNTERCLAIMS (UNLESS COMPULSORY) IN ANY PROCEEDING BROUGHT BY SUCH PERSON TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF SUCH PERSON. GRANTOR WAIVES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT IN WHICH SUCH PERSON HAS COMMENCED A PROCEEDING DESCRIBED IN THIS SUBSECTION (b).

(c) VENUE. GRANTOR IRREVOCABLY WAIVES ANY OBJECTION (INCLUDING, WITHOUT LIMITATION, ANY OBJECTION OF THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS) WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith IN ANY JURISDICTION SET FORTH ABOVE.

(d) WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith. EACH OF THE PARTIES HERETO AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) WAIVER OF BOND. GRANTOR WAIVES THE POSTING OF ANY BOND OTHERWISE REQUIRED OF ANY PARTY HERETO IN CONNECTION WITH ANY JUDICIAL PROCESS OR PROCEEDING TO REALIZE ON THE COLLATERAL, ENFORCE ANY JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF SUCH PARTY, OR TO ENFORCE BY SPECIFIC PERFORMANCE, TEMPORARY RESTRAINING ORDER, PRELIMINARY OR PERMANENT INJUNCTION, THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT.

(f) ADVICE OF COUNSEL. EACH OF THE PARTIES REPRESENTS TO EACH OTHER THAT IT HAS DISCUSSED THIS AGREEMENT AND, SPECIFICALLY, THE PROVISIONS OF THIS SECTION 18, WITH ITS COUNSEL.

SECTION 19. Notices. All notices or other communications hereunder shall be given in the manner and to the address of the Borrower, in the case of Grantor, and to the address of the Lender, in each case, as set forth in the Credit Agreement.


SECTION 20. Section Titles. The section titles herein are for convenience of reference only and shall not affect in any way the interpretation of any of the provisions hereof.

SECTION 21. Execution in Counterparts. This Agreement may be executed in any number of counterparts by the parties hereto, 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.

SECTION 22. Merger. This Agreement represents the final agreement of Grantor and the Lender with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between Grantor and the Lender.

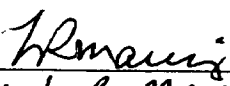
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CLIFFSTONE CORPORATION

By: 
Name: Stephen M. Becker, II
Title: CEO

Accepted and agreed to as of the day and year first above written.

THALES TRC, INC.

By: 
Name: L.R. MANNIN
Title: President & General Counsel

SCHEDULE A
to
Intellectual Property Security Agreement
Dated as of September __, 2001

Intellectual Property

A. List of Patents, Registrations and Domain Names

1. Application for US Patent, Entitled: "System and Method for Visual Application Development Without Programming;" Serial No. 09/410,993, filed October 1, 1999, and Assignment of Patent to Grantor dated June 2, 2000;

2. U.S. Patent and Trademark Office Certificate of Registration No. 2,249,645, dated June 1, 1999, for trademark "Prism";

3. Application for State of Georgia trademark registration of "Prism" filed March 30, 1998; still pending.

4. Grantor has registered the following internet domain names: callcti.com, callcentertechnology.com. Both of these domain names are currently under the name of ImageStream Internet Solutions, Inc.

5. Customer License Agreements:

(i) Software OEM Agreement with Quantive, LLC, dated January 12, 2000, granting the right to bundle Grantor's licensed software in object code form with Quantive, LLC'S products.

(ii) License Agreement granting nonexclusive license to Thrifty Rent-A-Car for Prism Server Software in object code form, twenty Prism Supervisor SQL Version 11.5, one Prism Administrator Client and three Vendor Objects, dated December 15, 1999;

(iii) License Agreement granting nonexclusive license to Anderson Financial Network, Inc. for two Prism Server Software in object code form, two Sybase Adaptive Server Enterprise Version 11.5, seventy-five Prism Supervisor Client, three Prism Administrator Cheat, one Teknekron P&Q Review, and one Kronos Vendor Object, dated December 28, 1999;

(iv) License Agreement granting nonexclusive license to Lincoln Financial Group for one Prism Server Software in object code form, twenty Prism Clients, two Prism Administrators, one Lucent Vendor Object, one IEX Vendor Object and one ODBC Vendor Object, dated May 18, 2000;

- (v) Development Agreement granting a non-exclusive license to developed software to Hartford Fire Insurance Company, dated February 22, 1999. Customization of software developed shall be owned by Grantor unless otherwise agreed to by the parties.

6. Grantor has been issued licenses or otherwise is authorized to use the following third-party software:

- (i). Sybase ASE Win-NT 1192 and ASE 1192 NT Single, pursuant to Commercial Application Partner Agreement with Sybase dated March 3, 1998; two-year term; automatic renewal for additional one-year periods;

- (ii). Midas Server and Client pursuant to Business Solutions Program Agreement with Borland International, dated May 21, 1998; one-year term with automatic renewal for one-year periods. This relationship includes a VAR Agreement that enables Company to become a non-exclusive VAR of Borland's software comprising Delphi Client/Server 3.0 (Win 95), Jbuilder Client/Server 1.0; and Midas 1.0 (Win95).; and

- (iii). Data Junction DJ Pro Ed and DJ Engine Pro Ed pursuant to Addendum to Alliance Partner Agreement with Data Junction Corporation dated March 31, 1999.

7. Grantor has also entered into several agreements with Thales Contact Solutions Limited (an Affiliate of Lender) which include:

- (i) A Software Development Agreement dated August 21, 2000;

- (ii) A Software OEM Agreement dated August 21, 2000; and

- (iii) A Reseller Agreement, dated December 5, 2000, and related to the distribution of Prism software.

STATE OF Georgia)
) SS
COUNTY OF Cobb)

The foregoing Intellectual Property Security Agreement was acknowledged and executed before me this 10th day of September, 2001, by Stephen M. Beckett II of Cliffstone Corporation, a company organized under the laws of the State of Georgia, on behalf of such company.

Rebekah L. Jones
Notary Public

My commission expires: NOTARY PUBLIC
REBEKAH L. JONES
Fulton County, Georgia
Commission Expires Sept. 28, 2004

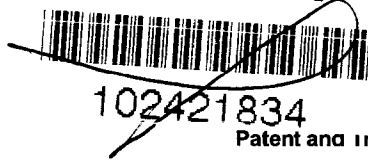
STATE OF Georgia)
COUNTY OF Cobb) SS

The foregoing Intellectual Property Security Agreement was acknowledged and executed before me this 10 day of September, 2001, by Rod Manning, of Thales TRC, Inc., a company organized under the laws of the State of Delaware, on behalf of such company.

Rebekah L. Jones
Notary Public

NOTARY PUBLIC
My commission expires ~~SEPTEMBER 28, 2004~~ REBEKAH L. JONES
Fulton County, Georgia
Commission Expires Sept. 28, 2004

04-16-2003



OFFICE OF PUBLIC RECORDS
RECORDATION FORM COVER
PATENTS ONLY

FORM PTO-1595
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

2003 APR 11 AM 10:49

102421834

MERCE
Patent and Trademark Office

FINANCE SECTION

Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): 4-11-03 Nice Systems, Ltd.</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date:</p>	<p>2. Name and address of receiving party(ies) Name: Performix Holdings, Inc. Internal Address: Street Address: 25 Corporate Drive, Suite 206 Burlington, MA 01803</p> <p>Additional name(s) & addresses(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
--	---

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: April 1, 2003

<p>A. Patent Application No.(s) 09/410,993 10/224,734</p>	<p>B. Patent No.(s)</p>
--	-------------------------

Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence Concerning document should be mailed: Name: C. Eric Schulman, Esq. Address: MINTZ, LEVIN, COHN, FERRIS GLOVSKY and POPEO, P.C. One Financial Center Boston, MA 02111</p>	<p>6. Total number of applications and patents involved: [1]</p> <p>7. Total fee (37 CFR 3.41).....\$ 80.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to Deposit Account No: 50-0311</p>
---	---

DO NOT USE THIS SPACE

9. Statement and signature
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

<p>C. Eric Schulman, Esq. (Reg. No. 43,350)</p>		<p>April 11, 2003</p>
<p>Name of Person Signing</p>	<p>Signature</p>	<p>Date</p>

Total number of pages including cover sheet, attachments, and document: [3]

Mail documents to be recorded with required cover sheet information to:

04/15/2003 ECOOPER 00000166 09410993
01 FC:0021 80.00/OP

Box Assignment
Commissioner for Patents
Washington, DC 20231