

06-01-2006



COVER SHEET
ONLY

To the Director of the U.S.

103248410

the attached documents or the new address(es) below.

5/30/06

1. Name of conveying party(ies)

Performix Holdings, Inc.
Burlington Centre
25 Corporate Drive
Burlington, MA 01803

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) May 22, 2006

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

2. Name and address of receiving party(ies)

Name: _____

Internal Address: NICE Systems Ltd.

Street Address: 8 Hapnina Street, POB 690

City: Ra'annana 43107

State: _____

Country: Israel Zip: _____

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

10/224,734

B. Patent No.(s)

6,564,368

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Stephen P. Gilbert

Internal Address: BRYAN CAVE LLP

Street Address: 1290 Avenue of the Americas

City: New York

State: NY Zip: 10104

Phone Number: 212-541-2000

Fax Number: 212-541-4630

Email Address: spgilbert@bryancave.com

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers 1024424
Expiration Date 02-4467

b. Deposit Account Number 02-4467

Authorized User Name Stephen P. Gilbert

9. Signature:

Stephen P. Gilbert
Signature

May 25, 2006
Date

Stephen P. Gilbert, Reg. No. 27,893

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

DATED MAY 22, 2006

PERFORMIX HOLDINGS, INC., ASSIGNOR

- AND -

NICE SYSTEMS LTD., ASSIGNEE

PATENT ASSIGNMENT NO. 3

BETWEEN

- (1) Performix Holdings, Inc., a company incorporated under the laws of Delaware and having an address of Burlington Centre, 25 Corporate Drive, Burlington, MA 01803 (the "**Assignor**"); and
- (2) NICE Systems Ltd., a company organized under the laws of Israel and having an address of 8 Hapnina Street, POB 690, Ra'annana 43107, Israel (the "**Assignee**").

BACKGROUND

- A. Assignor is owner and/or is recorded as the registered proprietor of the Patent Rights (as defined below).
- B. Under an Asset Purchase and Share Agreement dated April 27, 2006, Assignor agreed to assign the Patent Rights (as defined below) to Assignee.
- C. Assignor wishes to record, and Assignee wishes to accept, the assignment to Assignee of all of Assignor's rights, title, and interest in and to the Patent Rights, on the terms set out in this Deed.

WITNESSES AS FOLLOWS:

1. DEFINITIONS

- 1.1 The following definition shall apply in this Deed:

"**Patent Rights**" means the patents and applications set out in Schedule A attached hereto and made a part hereof and any and all legal, equitable, and other rights, enforceable in any jurisdiction or country of the world related to such patents and applications, including (i) issued, registered, or granted patents worldwide, (ii) applications for patents pending before any relevant authority worldwide, including any additions, continuations, continuations-in-part, divisions, reissues, or extensions based thereon, and (iii) the right to file, apply for, and prosecute through to grant in any country or jurisdiction in the world any and all inventions or other patentable subject matter corresponding to any of the foregoing.

2. ASSIGNMENT

- 2.1 Assignor has assigned and does hereby assign to Assignee, its successors, and assigns all of Assignor's right, title and interest in and to the Patent Rights, together with all the rights of action, powers, and benefits belonging to the same, including all treaty, convention, statutory, and common law rights (including priority rights), the right to sue for and obtain damages and other relief in respect of any infringement (whether past, present, or future) of the Patent Rights or any of them and for the Assignee, its successors, and assigns to hold, use, exercise, and enjoy the same unto the Assignee absolutely for the whole period of such rights for the time being capable of being assigned by the Assignor, together with any and all renewals and extensions throughout the world; and Assignee hereby accepts all of the foregoing.

3. FURTHER ACTS

- 3.1 The Assignor will, upon the written request, and at the sole cost and expense of Assignee, execute all such further assignments, transfers, deeds, documents, or other assurances and do all further acts and things as the Assignee may reasonably request in order to enable the Assignee to become registered or recorded as the proprietor or owner of the Patent Rights and otherwise to secure the benefit of the Patent Rights assigned under this Deed.

4. COUNTERPARTS

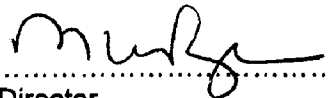
This Deed may be executed in more than one counterpart, each of which shall be deemed to and shall come into force once both Assignor and Assignee have executed and delivered such a counterpart in identical form.

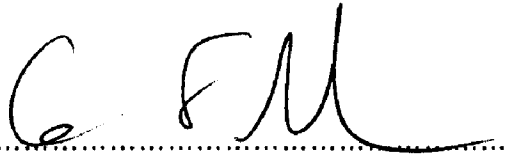
5. GOVERNING LAW

This Deed shall be governed by and construed in accordance with the laws of the State of New York and the parties hereby agree to submit to the non-exclusive jurisdiction of the federal and state courts located in the County of New York in the State of New York and waive any challenges to personal jurisdiction by or venue in those courts.

IN WITNESS WHEREOF the parties have caused this Deed to be duly executed as a deed and is intended to be delivered and is delivered on the date and year first herein written.

EXECUTED as a DEED under its common seal by
PERFORMIX HOLDINGS, INC.
in the presence of:-


.....
Director


.....
Director/Secretary

EXECUTED as a DEED by
NICE SYSTEMS LTD.
in the presence of:-

.....
Director

.....
Director/Secretary

.....
Director

.....
Director/Secretary

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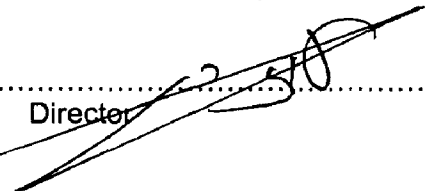
.....
Director

.....
Director/Secretary

EXECUTED as a DEED by
NICE SYSTEMS LTD.
in the presence of:-


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Director

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Director/Secretary


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Director

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Director/Secretary

SCHEDULE A

PATENT RIGHTS

A. Granted Patent

No.	Title of Invention	Status	Grant No.	Grant Date	Country/Region
2.	System and Method for Visual Application Development without Programming	Granted	6,564,368	May 13, 2003	United States

B. Patent Application

No.	Title of Invention	Status	Application No.	Filing Date	Country/Region
12.	Visual Application Development Without Programming	Pending	10/224,734	August 20, 2002	United States