

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name		Execution Date	
Verint Blue Pumpkin Software, LLC		05/25/2007	
RECEIVING PARTY DATA			
Name:	Lehman Commercial Paper Inc., as Administrative Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
PROPERTY NUMBERS Total: 4			
Property Type	Number		
Patent Number:	7155399		
Patent Number:	6278978		
Patent Number:	5659768		
Application Number:	09899895		
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(212) 455-7609		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Kirstie Howard, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	053113/2028		
NAME OF SUBMITTER:	Kirstie Howard		

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**PATENT**  
**REEL: 019597 FRAME: 0099**

**Total Attachments: 7**

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**PATENT**

**REEL: 019597 FRAME: 0100**

GRANT OF  
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), effective as of May 25, 2007 is made by Verint Blue Pumpkin Software, LLC, a Delaware limited liability company (the "Obligor"), in favor of Lehman Commercial Paper Inc., as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of May 25, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Verint Systems Inc., a Delaware corporation and parent of Obligor ("Borrower"), the Lenders, the Agent, Credit Suisse, as Documentation Agent, and Deutsche Bank Securities Inc., as Syndication Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of May 25, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Patents; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Obligor's right, title and interest in, to and under the Patents (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 28 day of June, 2007.

Verint Blue Pumpkin Software, LLC  
as Obligor

By:   
Name: Peter Fante  
Title: Secretary

Lehman Commercial Paper Inc.  
as Administrative Agent for the Lenders

By:   
Name: Michael E. Masters  
Title: Authorized Signatory

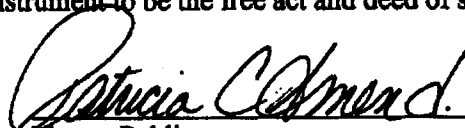
IP Security Agreement

PATENT  
REEL: 019597 FRAME: 0104

ACKNOWLEDGMENT OF OBLIGOR

STATE OF )  
 ) ss  
COUNTY OF )

On the 20<sup>th</sup> day of JUNE, 2007, before me personally came PETER FANTE, who is personally known to me to be the SECRETARY of Verint Blue Pumpkin Software, LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the SECRETARY in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



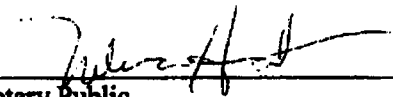
Notary Public **PATRICIA C. AMEND**  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01AM6154782  
Qualified in Suffolk County

My Commission Expires October 23, 2010  
(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF **NEW YORK** )  
 ) ss  
COUNTY OF **NEW YORK** )

On the 27 day of JUNE, 2007, before me personally came  
**MICHAEL E. MASTERS**, who is personally known to me to be the Authorized Signatory of  
Lehman Commercial Paper Inc.; who, being duly sworn, did depose and say that she/he is the  
Authorized Signatory in such corporation, the corporation described in and which  
executed the foregoing instrument; that she/he executed and delivered said instrument pursuant  
to authority given by the Board of Directors of such corporation; and that she/he acknowledged  
said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public  
**NELVADIA HATCHER**  
Notary Public, State of New York  
Registration # 01EA6082085  
Qualified in Kings County  
Commission Expires October 21, 2010  
(PLACE STAMP AND SEAL ABOVE)



## **SCHEDULE A**

### **U.S. Patent Registrations and Applications**

<b><u>Patent</u></b>	<b><u>Patent or Application Number</u></b>
System and method for complex schedule generation	7,155,399
Agent scheduling system having improved post-processing step	6,278,978
System and method for the time representation of tasks	5,659,768
Method and apparatus for long-range planning	2002/0143599

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