

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Verint Video Solutions Inc.	06/04/2009
Lehman Commercial Paper Inc.	06/04/2009
RECEIVING PARTY DATA	
Name:	Credit Suisse as Administrative Agent
Street Address:	One Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10096490
CORRESPONDENCE DATA	
Fax Number:	(866)826-5420
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3016380511
Email:	ipresearchplus@comcast.net
Correspondent Name:	IP Research Plus, Inc.
Address Line 1:	21 Tadcaster Circle
Address Line 2:	Attn: Penelope J.A. Agodoa
Address Line 4:	Waldorf, MARYLAND 20602
ATTORNEY DOCKET NUMBER:	34420
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Total Attachments: 10 source=34420#page1.tif source=34420#page2.tif	

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PATENT
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RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)
Verint Video Solutions Inc.
Lehman Commercial Paper Inc.

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

2. Name and address of receiving party(ies)
Name: Credit Suisse as
Internal Address: Administrative Agent

Street Address: One Madison Avenue

City: New York
State: NY
Country: _____ Zip: 10010

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

3. Nature of conveyance/Execution Date(s):
Execution Date(s) June 4, 2009

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

4. Application or patent number(s): This document is being filed together with a new application.

A. Patent Application No.(s)
2002/0131505

Additional numbers attached? Yes No

B. Patent No.(s)

5. Name and address to whom correspondence concerning document should be mailed:
Name: Lina Jun
Internal Address: Davis Polk & Wardwell
Street Address: 450 Lexington Avenue
City: New York
State: NY Zip: 10017
Phone Number: 212-450-6365
Fax Number: 212-450-6441
Email Address: lina.jun@dpw.com

6. Total number of applications and patents involved: 1


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

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 _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:  6/4/2009
Signature Date
Lina Jun
Name of Person Signing

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

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

ASSIGNMENT OF
SECURITY INTEREST IN PATENT RIGHTS

This ASSIGNMENT OF SECURITY INTEREST IN PATENT RIGHTS ("Assignment"), effective as of June 4, 2009 is made by Verint Video Solutions Inc., a Nevada corporation (the "Grantor"), Lehman Commercial Paper Inc. ("Lehman"), a debtor and debtor in possession under chapter 11 of the Bankruptcy Code (defined below) acting alone or through one or more of its branches as the Administrative Agent (in such capacity, the "Existing Agent") and Credit Suisse as the successor Administrative Agent (in such capacity, the "Successor Agent"), in connection with the Guarantee and Collateral Agreement and the Grant of Security Interest in Patent Rights entered into by the Grantor and the Existing Agent, effective as of May 25, 2007, (the "Security Agreement"); unless expressly provided otherwise, terms defined or that have their meaning provided for in the Security Agreement shall have the same meaning when used in this Assignment.

W I T N E S S E T H

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Existing Agent for the benefit of the Existing Agent and the Lenders a continuing security interest in substantially all of its Intellectual Property, including the Patents (as listed in Schedule A); and

WHEREAS, pursuant to an Amendment, Resignation, Waiver, Consent and Appointment Agreement by and among the Existing Agent and the Successor Agent, among others (the "Amendment"), the Existing Agent has agreed to assign to the Successor Agent the security interest in all Intellectual Property, including the Patents, granted it pursuant to the Guarantee and Collateral Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Assignment of Security Interest. The Existing Agent hereby assigns to the Successor Agent each of the Liens and security interests assigned, pledged, mortgaged or otherwise created in favor of the Existing Agent under the Security Agreement and the Guarantee and Collateral Agreement over the Collateral (including, without limitation, the Patents listed on Schedule A hereto) and the Successor Agent hereby assumes all such Liens and security interests for the benefit of the Successor Agent and the Lenders.

SECTION 2. Purpose. This Assignment has been executed and delivered by the Existing Agent, Successor Agent and Grantor for the purpose of recording the assignment of the Liens and security interests set forth herein with the United States Patent and Trademark Office. The Liens and security interests referred to herein are expressly subject to the terms and conditions of the Guarantee and Collateral Agreement as amended by the Amendment. The Guarantee and Collateral Agreement as amended by the Amendment (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Successor Agent with respect to the Liens and security interests in the Collateral referred to herein are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement as amended by the Amendment, 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 Assignment and the terms of the Guarantee and Collateral Agreement as amended by the Amendment, the terms of the Guarantee and Collateral Agreement as amended by the Amendment shall govern.

SECTION 4. Counterparts. This Assignment 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 Assignment to be duly executed and delivered by their respective officers on this 29 day of May, 2009.

LEHMAN COMMERCIAL PAPER INC.
as Existing Agent

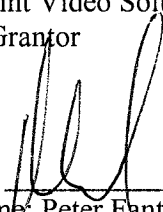
By: 
Name: Randall Braunfeld
Title: Authorized Signatory

CREDIT SUISSE,
CAYMAN ISLANDS BRANCH
as Successor Agent

By: 
Name: RANKA MOHAN
Title: VICE PRESIDENT


CHRISTOPHER RED DAY
ASSOCIATE

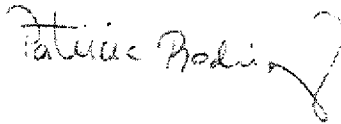
Verint Video Solutions Inc.
as Grantor

By: 
Name: Peter Fante
Title: Secretary

ACKNOWLEDGMENT OF EXISTING AGENT

STATE OF *NY*)
) ss
COUNTY OF *NY*)

On the 29 day of May, 2009, before me personally came Randall Braunfeld, 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.



(PLACE STAMP AND SEAL ABOVE)

Patricia Rodriguez
Notary Public State of New York
01RO075036
Qualified in Queens County
Certified Filed in Queens County
Commission Expires March 27, 2010

ACKNOWLEDGMENT OF SUCCESSOR AGENT

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

On the 2nd day of JUNE, 2009, before me personally came R. MOHAMMAD C. DAY, who is personally known to me to be the VP & ASSOC. of Credit Suisse; who, being duly sworn, did depose and say that she/he is the VP & ASSOC. of Credit Suisse, the institution 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 Credit Suisse; and that she/he acknowledged said instrument to be the free act and deed of Credit Suisse.

MARJORIE E. BULL
NOTARY PUBLIC, State Of New York
No. 01BU6055282
Qualified In New York County
Commission Expires February 20, 2011



(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF GRANTOR

STATE OF NY)
) ss
COUNTY OF SUFFOLK)

On the 27th day of MAY, 2009, before me personally came PETER FANTE, who is personally known to me to be the Secretary of Verint Video Solutions Inc., a Nevada corporation; 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.

x Patricia Amend

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)

SCHEDULE A

U.S. Patent Registrations and Applications

<u>Grantor</u>	<u>Patent</u>	<u>Country</u>	<u>Application No./ Registration No.</u>	<u>Filing Date/ Registration Date</u>
Verint Video Solutions Inc. (f/k/a Loronix Information Systems, Inc.)	Method and apparatus for temporal wavelet compression	United States	2002/0131505	September 19, 2002