

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3265782

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	01/30/2015
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
KANA SOFTWARE, INC.	01/30/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	VERINT AMERICAS INC.
<b>Street Address:</b>	800 NORTH POINT PARKWAY
<b>City:</b>	ALPHARETTA
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30005
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	11286572
<b>Application Number:</b>	11623694
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(404)645-7707
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	404-645-7713
<b>Email:</b>	laaronson@mcciplaw.com
<b>Correspondent Name:</b>	LAWRENCE AARONSON
<b>Address Line 1:</b>	999 PEACHTREE ST., NE
<b>Address Line 2:</b>	SUITE 1300
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30309
<b>ATTORNEY DOCKET NUMBER:</b>	10171-001GEN
<b>NAME OF SUBMITTER:</b>	LAWRENCE A. AARONSON
<b>SIGNATURE:</b>	/Lawrence A. Aaronson/
<b>DATE SIGNED:</b>	03/15/2015
<b>Total Attachments: 10</b>	
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# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"KANA SOFTWARE, INC.", A DELAWARE CORPORATION,  
WITH AND INTO "VERINT AMERICAS INC." UNDER THE NAME OF  
"VERINT AMERICAS INC.", A CORPORATION ORGANIZED AND EXISTING  
UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED  
IN THIS OFFICE THE THIRTIETH DAY OF JANUARY, A.D. 2015, AT 6:59  
O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF  
THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE SECOND DAY OF  
FEBRUARY, A.D. 2015, AT 12:01 O'CLOCK A.M.

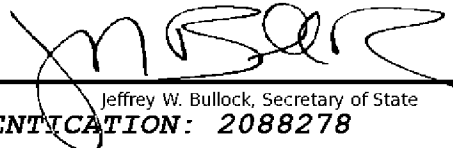
A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE  
NEW CASTLE COUNTY RECORDER OF DEEDS.

2727023 8100M

150126031



You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 2088278

DATE: 02-03-15

PATENT  
REEL: 035167 FRAME: 0888

**CERTIFICATE OF OWNERSHIP AND MERGER**

**MERGING**

**KANA SOFTWARE, INC.,  
a Delaware corporation,**

**WITH AND INTO**

**VERINT AMERICAS INC.,  
a Delaware corporation**

Pursuant to Title 8, Section 253(a) of the Delaware General Corporation Law (the "**DGCL**"), the undersigned corporation hereby executes and submits the following Certificate of Ownership and Merger, dated January 30, 2015:

1. The names of the merging corporations are KANA SOFTWARE, INC., a Delaware corporation (the "**Subsidiary**"), and VERINT AMERICAS INC., a Delaware corporation (the "**Surviving Corporation**").
2. Immediately prior to the merger, the Surviving Corporation owned one-hundred percent (100%) of all issued and outstanding shares of each class of capital stock of the Subsidiary.
3. The merger of Subsidiary with and into the Surviving Corporation shall be effectuated in accordance with the terms and conditions of that certain Plan of Merger by and between Subsidiary and the Surviving Corporation dated as of January 30, 2015 (the "**Plan of Merger**") set forth on Exhibit A attached hereto, pursuant to which Subsidiary is to be merged with and into the Surviving Corporation, which shall be the surviving corporation in the merger and shall continue its corporate existence under and in accordance with the laws of the State of Delaware.
4. The Board of Directors of the Surviving Corporation, by resolutions duly adopted by unanimous written consent on January 30, 2015, determined to merge the Subsidiary with and into the Surviving Corporation and to adopt the Plan of Merger pursuant to Section 253 of the DGCL. A true and correct copy of such resolutions is annexed hereto as Exhibit B. Said resolutions have not been modified or rescinded and are in full force and effect on the date hereof.
5. The merger of Subsidiary with and into the Surviving Corporation and this Certificate of Ownership and Merger shall be effective as of 12:01 A.M. on February 2, 2015.

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 06:55 PM 01/30/2015  
FILED 06:59 PM 01/30/2015  
SRV 150126031 - 2727023 FILE

IN WITNESS WHEREOF, the Surviving Corporation has caused this  
Certificate of Ownership and Merger to be signed and attested by its duly authorized  
officer as of the day and year above written.

VERINT AMERICAS INC.  
(a Delaware corporation)

By: 

Name: Douglas E. Robinson

Title: Treasurer

ICertificate of Ownership and Merger KSI/VAII

PATENT  
REEL: 035167 FRAME: 0890

## EXHIBIT A

### PLAN OF MERGER

THIS PLAN OF MERGER (the "**Plan of Merger**") made this 30th day of January, 2015, by and between Verint Americas Inc., a Delaware corporation ("**Parent**") and KANA Software, Inc., a Delaware corporation and a wholly owned subsidiary of Parent ("**KSI**"), provides for the merger of KSI with and into Parent, with Parent being the surviving corporation of the merger.

#### WITNESSETH:

WHEREAS, both Parent and KSI desire to effect the merger of KSI with and into Parent, with Parent surviving and continuing to exist thereafter, in accordance with and subject to the terms and conditions hereinafter set forth (the "**Merger**");

WHEREAS, the Board of Directors of Parent has determined that the Merger, as provided in this Plan of Merger, is in the best interest of Parent; and

WHEREAS, Parent owns one-hundred percent (100%) of the issued and outstanding shares of each class of capital stock of KSI.

NOW, THEREFORE, the Board of Directors of Parent hereby approves the following Plan of Merger:

### ARTICLE 1

#### MERGER

- 1.1 Effective Time. Effective as of 12:01 A.M. on the 2<sup>nd</sup> day of February, 2015 (the "**Effective Time**"), KSI shall be merged with and into Parent and Parent shall be the surviving corporation in such Merger. The Merger shall in all respects have the effect as provided in this Plan of Merger and the General Corporation Law of Delaware, as amended (the "**DGCL**").
- 1.2 Effect of Merger. Parent shall continue its corporate existence as the surviving corporation of the Merger under the laws of the State of Delaware. On and after the Effective Time, the separate existence of KSI shall cease, and in accordance with the terms of this Plan of Merger, Parent shall possess all the rights, obligations, privileges, immunities and franchises, of a public or private nature, possessed by KSI and Parent immediately prior to the Merger; and all debts due on whatever account, and all other choses in action and all and every other interest of or belonging to or due to KSI or Parent shall be taken and deemed to be

transferred to and vested in Parent without further act or deed; and all property, rights and privileges, powers and franchises and all and every other interest shall thereafter effectively be property of Parent as they were of KSI or Parent immediately prior to the Merger; and the title to any real estate, whether by deed or otherwise, vested in KSI, shall not revert or be in any way impaired by reason of the Merger. From and after the Effective Time, Parent shall be responsible and liable for all of the liabilities and obligations of KSI. Any claim existing or action or proceeding pending by or against KSI or Parent may be prosecuted as if the Merger had not taken place, or Parent may be substituted in its place. Neither the rights of creditors nor any liens upon property of KSI or Parent shall be impaired by the Merger.

- 1.3 Further Assurances. Parent shall take all such action as shall be necessary, appropriate or desirable in order to effectuate the Merger, including, without limitation, the making, execution of and delivery of any and all documents prescribed by the laws of the State of Delaware and any other applicable laws.

## ARTICLE 2

### PLAN OF MERGER

The manner and basis of effecting the Merger with respect to KSI's shares shall be as follows:

2.1 Cancellation of KSI's Treasury Stock. All shares of the capital stock of KSI that are owned by them as treasury stock, if any, shall be cancelled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor; and

2.2 Cancellation of KSI's Outstanding Stock. Each issued and outstanding share of the capital stock of KSI existing immediately prior to the Merger shall no longer be outstanding and shall automatically be cancelled and retired and cease to exist.

## ARTICLE 3

### CERTIFICATE OF INCORPORATION

At the Effective Time, the Certificate of Incorporation of Parent as in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of Parent as the surviving corporation in the Merger, until such time as the Certificate of Incorporation shall be thereafter altered, amended or repealed in accordance with the DGCL.

## **ARTICLE 4**

### **BYLAWS**

At the Effective Time, the Bylaws of Parent as in effect immediately prior to the Effective Time shall be the Bylaws of Parent as the surviving corporation in the Merger, until such time as such Bylaws are thereafter altered, amended or repealed in accordance with the DGCL.

## **ARTICLE 5**

### **DIRECTORS AND OFFICERS**

At the Effective Time, and until their successors are duly elected or appointed and have qualified in accordance with the DGCL and Parent's Certificate of Incorporation and Bylaws, or until their earlier death, resignation or removal, the directors of Parent immediately prior to the Effective Time shall remain the directors of Parent and the officers of Parent immediately prior to the Effective Time shall remain the officers of Parent.

## **ARTICLE 6**

### **EFFECTIVENESS OF MERGER**

6.1 Filing and Recordation. A Certificate of Ownership and Merger shall be filed and recorded in the office of the Secretary of State of the State of Delaware in accordance with the DGCL.

6.2 Effective Date. The Merger shall become effective as of the Effective Time, which is the date and time set forth in such Certificate of Ownership and Merger.

## **ARTICLE 7**

### **TERMINATION**

At any time prior to the Effective Time, the Board of Directors of Parent may terminate and abandon this Plan of Merger without further action of the shareholders of Parent.

## **ARTICLE 8**

### **AMENDMENTS**

Prior to the Effective Time, the Board of Directors of Parent may amend, modify and supplement this Plan of Merger in such manner as it may deem appropriate.



## **ARTICLE 9**

### **AUTHORIZATION**

The appropriate officers of Parent and KSI are authorized, empowered and directed to perform any and all acts, and to make, execute, deliver, file and/or record any and all instruments, papers and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger.

## **ARTICLE 10**

### **BOARD OF DIRECTORS' APPROVAL**

The Merger was duly approved by the Board of Directors of Parent as provided in Section 253 of the DGCL.

## **ARTICLE 11**

### **MISCELLANEOUS**

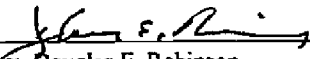
Except as otherwise provided in this Plan of Merger, nothing contained herein is intended, nor shall be construed, to confer upon or give any person, firm or corporation, other than Parent and its respective shareholders, any rights or remedies under or by reason of this Plan of Merger.

*[Signatures appear on following page]*

IN WITNESS WHEREOF, Parent and KSI have caused this Plan of Merger to be executed on its behalf by their duly authorized officers, as of the date first above written.

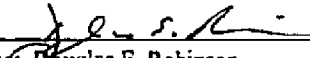
**VERINT AMERICAS INC.**

(a Delaware corporation)

By:   
Name: Douglas E. Robinson  
Title: Treasurer

**KANA SOFTWARE, INC.**

(a Delaware corporation)

By:   
Name: Douglas E. Robinson  
Title: Treasurer

*(Signature Page of Plan of Merger)*

## **EXHIBIT B**

### **BOARD RESOLUTIONS**

**WHEREAS**, Verint Americas Inc., a Delaware corporation (the "**Corporation**"), owns one-hundred percent (100%) of the issued and outstanding shares of each class of capital stock of KANA Software, Inc., a Delaware corporation (the "**Subsidiary**"); and

**WHEREAS**, it is deemed advisable and in the best interest of the Corporation to merge the Subsidiary with and into the Corporation.

#### **NOW, THEREFORE, BE IT:**

**RESOLVED**, that the Subsidiary be merged with and into the Corporation pursuant to Section 253 of the Delaware General Corporation Law (the "**Merger**"), so that the separate existence of the Subsidiary shall cease as soon as the Merger shall become effective, and the Corporation shall continue as the surviving corporation; and

**RESOLVED FURTHER**, that the form, terms and provisions of the Plan of Merger to be executed and delivered by the Corporation be, and the same hereby is, in all respects approved, and that any of the President, Vice President, Treasurer, Secretary and any other officer of the Company (each such person, an "**Authorized Officer**") be, and each hereby is, authorized and empowered, in the name and on behalf of the Corporation, to execute, deliver and perform the obligations set forth in the Plan of Merger, with such changes, additions and modifications thereto as such Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; and

**RESOLVED FURTHER**, that each share of common stock of the Subsidiary, par value \$0.01 per share ("**Subsidiary Common Stock**"), issued and outstanding immediately prior to the effectiveness of the Merger shall, by virtue of the Merger and without any action on the part of the holders thereof, automatically be cancelled and retired and shall cease to exist; and

**RESOLVED FURTHER**, that any **Authorized Officer** be, and each of them hereby is, authorized to prepare and execute a Certificate of Ownership and Merger setting forth a copy of these resolutions, and to file the Certificate of Ownership and Merger with the Secretary of State of Delaware and pay any fees related to such filing; and

**RESOLVED FURTHER**, that any **Authorized Officer** be, and each of them hereby is, authorized and empowered to take all such further action and to execute,

deliver and file all such further agreements, certificates, instruments and documents, in the name and on behalf of the Corporation, and if requested or required, under its corporate seal duly attested by the Secretary or Assistant Secretary; to pay or cause to be paid all expenses; to take all such other actions as they or any one of them shall deem necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by and the intent and purposes of the foregoing resolutions; and

**RESOLVED FURTHER**, that any and all actions heretofore taken by any officer of the Corporation or any person or persons in connection with any transaction or objectives approved in the foregoing resolutions, and all transaction related thereto, are hereby approved, ratified and confirmed in all respects; and any and all actions hereafter to be taken by said officers or person or persons in furtherance of the objectives of the foregoing resolutions are hereby authorized, approved and ratified in all respects.