

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3535620

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
NICE SYSTEMS LTD.		09/18/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	QOGNIFY LTD.	
<b>Street Address:</b>	22 ALEXANDER ZARHIN STREET	
<b>City:</b>	RA'ANANA	
<b>State/Country:</b>	ISRAEL	
<b>Postal Code:</b>	4366248	
<b>PROPERTY NUMBERS Total: 38</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	8594197	
Patent Number:	9083952	
Patent Number:	9020033	
Patent Number:	8743205	
Patent Number:	8854474	
Patent Number:	8548297	
Patent Number:	8948565	
Patent Number:	7436887	
Patent Number:	9052386	
Patent Number:	8842162	
Patent Number:	8913880	
Application Number:	14109995	
Application Number:	14097555	
Application Number:	14142854	
Application Number:	14176346	
Application Number:	14517856	
Application Number:	14585409	
Application Number:	14666338	
Patent Number:	9053046	
Patent Number:	7346186	

PATENT

Property Type	Number
Patent Number:	7532744
Patent Number:	7751590
Patent Number:	7933407
Patent Number:	8483388
Patent Number:	8649516
Patent Number:	9098724
Patent Number:	7665114
Patent Number:	6856343
Patent Number:	7683929
Patent Number:	7573421
Patent Number:	8724891
Patent Number:	7587454
Application Number:	10536555
Patent Number:	7705880
Patent Number:	6330025
Patent Number:	9077863
Patent Number:	8234682
Patent Number:	8279349

#### CORRESPONDENCE DATA

**Fax Number:** (202)842-7899

*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.*

**Phone:** 7034568000

**Email:** khodgson@cooley.com

**Correspondent Name:** COOLEY LLP

**Address Line 1:** 1299 PENNSYLVANIA AVENUE, NW

**Address Line 2:** SUITE 700

**Address Line 4:** WASHINGTON, D.C. 20004

<b>ATTORNEY DOCKET NUMBER:</b>	021045-1078
<b>NAME OF SUBMITTER:</b>	SCOTT B. WESTON
<b>SIGNATURE:</b>	/Scott B. Weston/
<b>DATE SIGNED:</b>	09/21/2015

#### Total Attachments: 9

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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the “**Assignment**”) is made and entered into this 18th day of September, 2015 (the “**Effective Date**”), by and between NICE Systems Ltd. (the “**Assignor**”) and Qognify Ltd., a private company incorporated and existing under the laws of the State of Israel with company number 515291482 (the “**Assignee**”).

### RECITALS

**WHEREAS** The Assignor, Qognify Limited, a private company incorporated and existing under the laws of the United Kingdom (the “**Buyer**”) and the Assignee have concurrently herewith consummated the purchase by the Buyer and the Assignee of the Purchased Assets pursuant to the terms and conditions of the Asset Purchase Agreement dated as of August 3, 2015 (the “**Asset Purchase Agreement**”). Capitalized terms used herein, unless otherwise defined herein, shall have the meanings ascribed to them in the Asset Purchase Agreement, and

**WHEREAS** Pursuant to the Asset Purchase Agreement, Assignor has agreed to assign to Assignee certain Intellectual Property with respect to the Purchased Assets and the Business and Assignee agreed to accept such assignment.

**NOW, THEREFORE**, in consideration of the mutual representations, warranties, covenants and agreements contained in the Asset Purchase Agreement and for other good and valuable consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

**1. Sale, Transfer, Assignment, Delivery and Conveyance.** Upon the terms and subject to the conditions of the Asset Purchase Agreement, for value received, Assignor does hereby absolutely, unconditionally and irrevocably sell, transfer, assign, deliver and otherwise convey to the Assignee, and the Assignee does hereby purchase, acquire and accept from the Assignor, all of Assignor’s right, title and interest, throughout the world, in, to and under the Intellectual Property Assets (including without limitation the Intellectual Property Registrations set forth on **Exhibit A**), together with all rights of action and defenses accrued, accruing and to accrue in respect of the Intellectual Property Assets, including without limitation the right to sue or otherwise recover for past infringement and to receive all damages, payments, costs and fees associated therewith and to fully and entirely stand in the place of Assignor in all matters related to all of the foregoing, in each case free and clear of any encumbrances (which for purposes of this Section 1, shall mean any lien, pledge, mortgage, deed of trust or security interest). Assignor hereby waives any moral rights, or rights equivalent thereto, that Assignor may have in or to the Intellectual Property Assets worldwide and any such rights in or to any underlying works which exclusively or primarily relate to the Intellectual Property Assets, in each case without compensation or the need for further action by any Person. To the extent that the foregoing waiver is ineffective under applicable Law, Assignor agrees that it shall not assert such moral rights against Assignee or any other Person. This foregoing assignment is intended to be an absolute assignment and not by way of security.

**2. Power of Attorney.** Assignor hereby constitutes and appoints the Assignee as the true and lawful agent and attorney-in-fact of Assignor, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Assignor but on behalf and for the benefit of the Assignee and its successors and assigns, from time to time to institute and prosecute, in the name of Assignor or otherwise, any and all proceedings at law, in equity or otherwise, that the Assignee or its successors and assigns may deem proper to obtain, apply for, register and otherwise secure Assignee’s rights in the Intellectual Property Assets. Without limitation of the foregoing, Assignor agrees to execute, without cost to the Assignee, any and all documents deemed necessary by the Assignee to obtain and enforce Copyrights,

Patents, Trademarks and Trade Secrets in the Intellectual Property Assets, including specific assignments of such Intellectual Property Assets for particular products or developments, and agrees to execute all lawful papers, make all rightful oaths and generally do everything reasonably required or necessary to aid the Assignee, its successors and assigns in obtaining and enforcing its rights in and to the Intellectual Property Assets in the United States and throughout the world.

**3. Counterparts.** This Agreement may be executed in two counterparts, each of which shall be deemed to constitute an original, but both of which together shall constitute one and the same document.

**4. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**5. Further Assurances.** Assignor agrees (at no cost to Assignee) to: (i) cooperate with Assignee in taking any action which Assignee reasonably requests to perfect or enforce Assignee's rights hereunder and, (ii) execute, when requested, any other documents reasonably requested by Assignee in connection therewith.

**6.** This Assignment, together with the other applicable provisions of the Asset Purchase Agreement and the Transaction Documents, sets forth the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings among the parties hereto with respect to the subject matter hereof (with no concession being made as to the existence of any such agreements and understandings). In the event that any of the terms of this Assignment conflict with the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail. All matters relating to the transfer of the Intellectual Property Assets to the Assignee and not expressly regulated hereunder, shall be deemed to be regulated by the Asset Purchase Agreement.

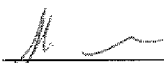
**7.** This Assignment shall be governed by and construed in accordance with the laws of the State of Israel, without giving effect to the conflict of law principles thereof. If any dispute, difference, controversy, claim or disagreement arising out of or in relation to this Assignment, its meaning, construction, effect, performance, breach, termination or post termination rights and obligations of the parties, or the claimed breach thereof (a "**Dispute**"), shall be determined under the terms and conditions of Section 9.10 of the Asset Purchase Agreement. Each of the parties to this Assignment hereby irrevocably consents to service of process or notices in the manner provided for notices in Section 9.1 of the Asset Purchase Agreement. Nothing in this Assignment shall affect the right of any party to this Assignment to serve process or notices in any other manner permitted by applicable Law.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor and Assignee execute this Assignment by their duly authorized representatives as of the Effective Date.

**"ASSIGNEE"**

Qognify Ltd.

By:   
Name: Samuel Lee  
Title: Director

*[Signature Page to Intellectual Property Assignment Agreement]*

IN WITNESS WHEREOF, Assignor and Assignee execute this Assignment by their duly authorized representatives as of the Effective Date.

**"ASSIGNOR"**

NICE Systems Ltd.

By: [Signature]  
Name: ERAN LIASH SARIT SAGIV  
Title: CFO & CORP DEV CFO

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned notary public, personally appeared \_\_\_\_\_ (name of document signer), proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

(as partner for NICE Systems Ltd, a corporation)  
(as attorney in fact for \_\_\_\_\_, the principal)  
(as \_\_\_\_\_ for \_\_\_\_\_, (a) (the) \_\_\_\_\_)  
\_\_\_\_\_  
(official signature and seal of notary)

My commission expires \_\_\_\_\_

[Signature Page to Intellectual Property Assignment Agreement]

**Exhibit A**

**INTELLECTUAL PROPERTY REGISTRATIONS**

**Registration Details**

<b>Owner</b>	<b>Trademark Number</b>	<b>Trademark Application Number</b>	<b>Trademark Registration Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>
NICE Systems Ltd.	743927	743927	9/12/1997	2/18/2000	
NICE Systems Ltd.	643304	643304	9/16/1997	3/18/2004	
NICE Systems Ltd.	2175932	2175932	8/26/1998	12/8/2000	
NICE Systems Ltd.	4337125	9-158568	9/12/1997	11/19/1999	
NICE Systems Ltd.	2,341,646	75/258,249	3/17/1997	4/11/2000	
NICE Systems Ltd.	204299	204299	9/26/2007	1/25/2009	
NICE Systems Ltd.	3494545	77051659	11/28/2006	9/2/2008	

**Registered Patents**

<b>Owner</b>	<b>Patent Number</b>	<b>Patent Application Number</b>	<b>Date Patent Issued</b>	<b>Date Patent Applied</b>
NICE Systems Ltd.	8,594,197	12/699,015	26/11/2013	02/02/2010
NICE Systems Ltd.	9,083,952	14/089,243	14/07/2015	25/11/2013
NICE Systems Ltd.	9,020,033	12/939,728	28/04/2015	04/11/2010

[Exhibit A to Intellectual Property Assignment Agreement]



<b>Owner</b>	<b>Patent Number</b>	<b>Patent Application Number</b>	<b>Date Patent Issued</b>	<b>Date Patent Applied</b>
NICE Systems Ltd.	8,743,205	13/206,851	03/06/2014	10/08/2011
NICE Systems Ltd.	8,854,474	13/042,483	07/10/2014	08/03/2011
NICE Systems Ltd.	8,548,297	13/353,333	01/10/2013	19/01/2012
NICE Systems Ltd.	8,948,565	14/010,556	03/02/2015	27/08/2013
NICE Systems Ltd.	7,436,887	10/480,365	14/10/2008	10/12/2003
NICE Systems Ltd.	9,052,386	12/220,354	09/06/2015	24/07/2008
NICE Systems Ltd.	8,842,162	13/586,884	23/09/2014	16/08/2012
NICE Systems Ltd.	8,913,880	13/924,571	16/12/2014	23/06/2013
NICE Systems Ltd.	Pending	14/109,995	Pending	18/12/2013
NICE Systems Ltd.	Pending	14/097,555	Pending	05/12/2013
NICE Systems Ltd.	9,053,046	14/020,853	09/06/2015	08/09/2013
NICE Systems Ltd.	Pending	14/142,854	Pending	29/12/2013
NICE Systems Ltd.	Pending	14/176,346	Pending	10/02/2014
NICE Systems Ltd.	Pending	14/517,856	Pending	19/10/2014
NICE Systems Ltd.	Pending	14/585,409	Pending	30/12/2014

*[Exhibit A to Intellectual Property Assignment Agreement]*

<b>Owner</b>	<b>Patent Number</b>	<b>Patent Application Number</b>	<b>Date Patent Issued</b>	<b>Date Patent Applied</b>
NICE Systems Ltd.	Pending	14/666,338	Pending	24/03/2015
NICE Systems Ltd.	7,346,186	10/056,049	18/03/2008	28/01/2002
NICE Systems Ltd.	7,532,744	12/025,291	12/05/2009	04/02/2008
NICE Systems Ltd.	7,751,590	12/418,675	06/07/2010	06/04/2009
NICE Systems Ltd.	7,933,407	10/474,380	26/04/2011	11/04/2002
NICE Systems Ltd.	8,483,388	13/039,341	09/07/2013	03/03/2011
NICE Systems Ltd.	8,649,516	13/916,375	11/02/2014	12/06/2013
NICE Systems Ltd.	9,098,724	14/104,609	04/08/2015	12/12/2013
NICE Systems Ltd. [AUS Patent]	2002311618	2002311618	20/12/2007	25/06/2002
NICE Systems Ltd. [Israel Patent]	159428	159428	05/08/2009	25/06/2002
NICE Systems Ltd. [India Patent]	225840	147/CHENP/2004	01/12/2008	25/06/2002
NICE Systems Ltd. [Medico Patent]	260675	PA/a/2003/012063	19/09/2008	25/06/2002
NICE Systems Ltd. [NZ Patent]	530334	530334	08/12/2005	25/06/2002

*[Exhibit A to Intellectual Property Assignment Agreement]*

<b>Owner</b>	<b>Patent Number</b>	<b>Patent Application Number</b>	<b>Date Patent Issued</b>	<b>Date Patent Applied</b>
NICE Systems Ltd.	7,665,114	10/482,127	16/02/2010	24/12/2003
NICE Systems Ltd.	6,856,343	09/987,310	15/02/2005	14/11/2001
NICE Systems Ltd.	7,683,929	10/478,577	23/03/2010	26/12/2002
NICE Systems Ltd.	7,573,421	10/490,685	11/08/2009	24/09/2002
NICE Systems Ltd. [Germany Patent]	DE602005005583	05012886.7	24/07/2008	15/06/2005
NICE Systems Ltd. [EU Patent]	EP1631073	05012886.7	26/03/2008	15/06/2005
NICE Systems Ltd. [UK Patent]	EP1631073	05012886.7	26/03/2008	15/06/2005
NICE Systems Ltd.	8,724,891	10/930,254	13/05/2014	31/08/2004
NICE Systems Ltd.	7,587,454	11/006,575	08/09/2009	08/12/2004
NICE Systems Ltd.		10/536,555		26/05/2005
NICE Systems Ltd.	7,705,880	11/654,027	27/04/2010	17/01/2007
NICE Systems Ltd. [AUS patent]	765857	43112/00	08/08/2003	08/05/2000
NICE Systems Ltd. [Germany patent]	EP1181808	00922835.4	01/07/2009	08/05/2000
NICE Systems Ltd. [EU patent]	EP1181808	00922835.4	01/07/2009	08/05/2000

*[Exhibit A to Intellectual Property Assignment Agreement]*

<b>Owner</b>	<b>Patent Number</b>	<b>Patent Application Number</b>	<b>Date Patent Issued</b>	<b>Date Patent Applied</b>
NICE Systems Ltd. [UK patent]	EP1181808	00922835.4	01/07/2009	08/05/2000
NICE Systems Ltd. [Hong Kong patent]	HK1046076	02106224.3	25/09/2009	08/05/2000
NICE Systems Ltd. [Israel patent]	146352	146352	16/08/2007	08/05/2000
NICE Systems Ltd. [Singapore patent]	84745	2001106834-5	31/12/2003	08/05/2000
NICE Systems Ltd.	6,330,025	09/307,718	11/12/2001	10/05/1999
NICE Systems Ltd.	9,077,863	11/868,800	07/07/2015	08/10/2007
NICE Systems Ltd.	8,234,682	12/208,357	31/07/2012	11/09/2008
NICE Systems Ltd.	8,279,349	12/619,695	02/10/2012	17/11/2009

#### Registered Trademarks

1. Nice Visions
2. Situator

*[Exhibit A to Intellectual Property Assignment Agreement]*

121564713 v3

**RECORDED: 09/21/2015**

**PATENT  
REEL: 036615 FRAME: 0254**