504439488 06/30/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4486190

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date	
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH	06/29/2017	

RECEIVING PARTY DATA

Name:	VERINT AMERICAS INC., SUCCESSOR-BY-MERGER TO VERINT VIDEO SOLUTIONS INC.	
Street Address:	330 SOUTH SERVICE ROAD	
City:	MELVILLE	
State/Country:	NEW YORK	
Postal Code:	11747	

PROPERTY NUMBERS Total: 5

Property Type	Number	
Patent Number:	7558322	
Application Number:	12768948	
Application Number:	13041594	
Application Number:	13253802	
Application Number:	11959650	

CORRESPONDENCE DATA

Fax Number: (800)494-7512

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: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: JOANNA MCCALL

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Address Line 2: COGENCY GLOBAL INC.

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NAME OF SUBMITTER:	RICK HARRISON
SIGNATURE:	/Rick Harrison/
DATE SIGNED:	06/30/2017

Total Attachments: 5

PATENT REEL: 042872 FRAME: 0545

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PATENT REEL: 042872 FRAME: 0546

RELEASE OF SECURITY INTEREST IN PATENT RIGHTS

This Release of Security Interest in Patent Rights, dated as of June 29, 2017 (the "Patent Security Release"), is made by Credit Suisse AG, as the Administrative Agent for the several banks and other financial institutions (the "Lenders") party to the Existing Credit Agreement (as defined below) (in such capacity, the "Agent"), in favor of Verint Americas Inc., a Delaware Corporation (the "Grantor") and successor-by-merger to Verint Video Solutions Inc. (the "Original Grantor").

WHEREAS, Verint Systems Inc., a Delaware corporation ("<u>Borrower</u>") entered into that certain Amended and Restated Credit Agreement dated as of March 6, 2013 with the Lenders and Agent, pursuant to which the Lenders severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein (as amended, amended and restated, supplemented or otherwise modified through the date hereof, the "<u>Existing Credit Agreement</u>");

WHEREAS, in connection with the Existing Credit Agreement, the Original Grantor and certain other subsidiaries of the Borrower executed and delivered a Guarantee and Collateral Agreement, dated as of April 29, 2011, in favor of 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 Original Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in certain Intellectual Property, including the Patents (collectively, the "Patent Collateral");

WHEREAS, in connection with the Guarantee and Collateral Agreement, the Original Grantor executed and delivered certain Grant of Security Interest in Patent Rights agreement dated as of September 18, 2013 made by and between the Original Grantor and the Agent (the "Patent Security Agreement") for recording with the United States Patent and Trademark Office;

WHEREAS, the Patent Security Agreement was recorded in the United States Patent and Trademark Office on October 21, 2013 on Reel/Frame 031465/0383;

WHEREAS, the Original Grantor merged with and into the Grantor, with the Grantor being the surviving party, pursuant to that certain Agreement and Plan of Merger dated January 29, 2016 by and between the Original Grantor and the Grantor;

WHEREAS, the Obligations (as defined in the Existing Credit Agreement) secured by the Patent Collateral have been repaid or otherwise satisfied; and

WHEREAS, the Agent therefore desires to release, terminate and discharge its Lien and security interest in and to the Patent Collateral and grant all of its right, title and interest in the Patent Collateral to the Grantor.

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PATENT REEL: 042872 FRAME: 0547 NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent and the Grantor hereby agree as follows:

- 1. Unless otherwise defined herein or the context requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Existing Credit Agreement and the Guarantee and Collateral Agreement.
- 2. The Agent hereby releases, terminates and discharges to the Grantor (a) the Agent's continuing security interest in, right of setoff against and Lien on, (b) the Grantor's agreement to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default, and (c) any of Agent's other right, title or interest of any kind or nature in, to or under, the Patent Collateral, including, without limitation, the Patents listed on <u>Schedule 1</u> hereto.
- 3. The Agent hereby authorizes and acknowledges the termination of the Patent Security Agreement. At Grantor's expense, the Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to affect the release of the security interest contemplated hereby and terminate the Patent Security Agreement.
- 4. This Patent Security Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Patent Security Release by facsimile will be as effective as delivery of a manually executed counterpart of this Patent Security Release.

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IN WITNESS WHEREOF, the parties hereto have caused this Release of Security Interest in Patents to be duly executed and delivered by their respective officers thereunto duly authorized as of the date above first written.

> CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as Agent

By:

Name: Judith E. Smith

Title: Authorized Signatory

By:

Name: Karim Rahimtoola Title: Authorized Signatory

REEL: 042872 FRAME: 0549

VERINT AMERICAS INC. in its capacity as Grantor and successor-by-merger with VERINT VIDEO SOLUTIONS INC.

By:

Name: Douglas E. Robinson

Title: Treasurer

REEL: 042872 FRAME: 0550

SCHEDULE 1

U.S. Patent Registrations and Applications

<u>Grantor</u>	<u>Patent</u>	App. No./ Reg. No.	App. Date/ Reg. Date
Verint Video Solutions Inc.	METHOD AND APPARATUS FOR TEMPORAL WAVELET COMPRESSION	7558322	7-Jul-09
Verint Video Solutions Inc.	VIDEO ENCODER SYSTEM	12768948	28-Apr-10
Verint Video Solutions Inc.	DIGITAL VIDEO RECORDER WITH ADDITIONAL VIDEO INPUTS OVER A PACKET LINK	13041594	07-Mar-11
Verint Video Solutions Inc.	SYSTEMS, METHODS, AND SOFTWARE FOR IMPROVED VIDEO DATA RECOVERY EFFECTIVENESS	13253802	5-Oct-11
Verint Video Solutions Inc.	MULTIPLEXING VIDEO USING A DSP	11959650	19-Dec-07

RECORDED: 06/30/2017

PATENT REEL: 042872 FRAME: 0551