

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4515301

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN PATENT RIGHTS	
CONVEYING PARTY DATA		
	Name	Execution Date
	VERINT SYSTEMS INC.	06/29/2017
RECEIVING PARTY DATA		
Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT	
Street Address:	10 S. DEARBORN ST., 7TH FLOOR	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60603	
PROPERTY NUMBERS Total: 14		
Property Type	Number	
Patent Number:	6724887	
Patent Number:	6959078	
Patent Number:	7882217	
Patent Number:	7904481	
Patent Number:	8315901	
Patent Number:	8666795	
Patent Number:	8838911	
Patent Number:	9015194	
Patent Number:	9137500	
Patent Number:	9232063	
Patent Number:	9477752	
Patent Number:	6751297	
Patent Number:	6404857	
Patent Number:	7216162	
CORRESPONDENCE DATA		
Fax Number:	(212)455-2502	
<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>		
Phone:	(212) 455-2256	
Email:	ksolomon@stblaw.com	

Correspondent Name: CECILLIA X. XIE, 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: 509265/2006

NAME OF SUBMITTER: CECILLIA X. XIE

SIGNATURE: /cx/

DATE SIGNED: 07/21/2017

Total Attachments: 6

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GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (the "Agreement"), effective as of June 29, 2017 is made by Verint Systems Inc., a Delaware corporation (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as Collateral Agent (in such capacity, the "Collateral Agent") for the banks and other financial institutions or entities from time to time parties to the Credit Agreement as lenders (the "Lenders"), dated as of June 29, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the Restricted Subsidiary Borrowers from time to time party thereto (together, the "Borrowers"), the Lenders, the Collateral Agent and the other Agents named therein and the other Secured Parties.

W I T N E S S E T H

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

WHEREAS, the Grantor and the Borrowers have executed and delivered a Guarantee and Collateral Agreement, dated as of June 29, 2017 (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 Grantor assigned and transferred to the Collateral Agent, and thereby granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all Intellectual Property, including Patents (including, without limitation, those material items listed in Schedule 1 hereto); and

WHEREAS, in connection with the Credit Agreement and the Guarantee and Collateral Agreement, the Grantor is required to execute and deliver this Agreement for recording with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Collateral Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, shall have the meanings given to them in the Guarantee and Collateral Agreement and, if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the Grantor's rights, title and interest in, to and under the Patents (including, without limitation, those material items listed on Schedule 1 hereto)

(collectively, the “Collateral”), as collateral security for the prompt and complete payment and performance when due of the Grantor’s Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor 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 Collateral Agent 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 Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the other Secured Parties 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.

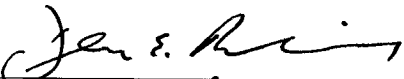
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Governing Law. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW OR OTHERWISE ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date first written above.

VERINT SYSTEMS INC.,
as Grantor

By: 
Name: Douglas E. Robinson
Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in Patents: Verint Systems Inc.]

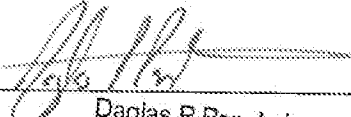
PATENT
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JP MORGAN CHASE BANK, N.A.,
as Collateral Agent for the Lenders

By: _____

Name:

Title:


Douglas P Panchal
Executive Director

SCHEDULE 1

U.S. Patent Registrations and Applications

Title	Application No. (Date)	Patent No. (Date)	Record Owner
Method and system for analyzing customer communications with a contact center	09/490,068 1/24/2000	6,724,887 4/20/2004	Verint Systems Inc.
Apparatus and method for monitoring and adapting to environmental factors within a contact center	09/490,065 1/24/2000	6,959,078 10/25/2005	Verint Systems Inc.
Network identity clustering	11/804,748 5/17/2007	7,882,217 2/1/2011	Verint Systems Inc.
Workforce management system	12/014,688 1/15/2008	7,904,481 3/8/2011	Verint Systems Inc.
Systems and methods of automatically scheduling a workforce	11/831,250 7/31/2007	8,315,901 11/20/2012	Verint Systems Inc.
Systems and methods of automatically scheduling a workforce	13/680,454 11/19/2012	8,666,795 3/4/2014	Verint Systems Inc.
Systems, methods, and software for interleaved data stream storage	13/416,599 3/9/2012	8,838,911 9/16/2014	Verint Systems Inc.
Root cause analysis using interactive data categorization	11/824,980 7/2/2007	9,015,194 4/21/2015	Verint Systems Inc.
Point of sale integration with video analytics for fraud detection	13/316,218 12/9/2011	9,137,500 9/15/2015	Verint Systems Inc.
Call flow and discourse analysis	14/529,101 10/30/2014	9,232,063 1/5/2016	Verint Systems Inc.
Ontology administration and application to enhance communication data analytics	14/501,480 9/30/2014	9,477,752 10/25/2016	Verint Systems Inc.

Title	Application No. (Date)	Patent No. (Date)	Record Owner
Method and System for Multimedia Network Based Data Acquisition, Recording and Distribution	09/732,720 12/11/2000	6,751,297 6/15/2004	Verint Systems, Inc.
Signal Monitoring Apparatus for Analyzing Communications	09/500,800 2/10/2000	6,404,857 6/11/2002	Verint Systems, Inc.
Method of Surveilling Internet Communication	10/052,349 1/23/2002	7,216,162 5/8/2007	Verint Systems, Inc.

PATENT

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RECORDED: 07/21/2017