

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Verint Systems Inc.		09/18/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	3886611	ACTIONABLE INTELLIGENCE
Registration Number:	3197544	DEEVIEW
Registration Number:	3407106	INTELLICOACH
Registration Number:	3955454	INTELLIGENCE IN ACTION
Registration Number:	3393261	INTELLISCREEN
Registration Number:	3262089	NEXTIVA
Registration Number:	2913705	POWERING ACTIONABLE INTELLIGENCE
Registration Number:	3266372	THE POWER OF WHY
Registration Number:	3248122	VANTAGE
Registration Number:	2796068	VERINT
Registration Number:	2803581	VERINT
Registration Number:	4129121	VERINT VERIFIED
Registration Number:	3755230	WITNESS ACTIONABLE SOLUTIONS
Registration Number:	4306907	VIDEO BUSINESS INTELLIGENCE

OP \$640.00 3886611

Registration Number:	4240532	VBI
Serial Number:	85873049	ENGAGE SI2
Serial Number:	85873044	ENGAGE PI2
Serial Number:	85873034	ENGAGE
Serial Number:	85404619	ENGAGE GI2
Serial Number:	85692639	CUSTOMER-INSPIRED EXCELLENCE
Serial Number:	85713485	BIG DATA ACTIONABLE
Serial Number:	85713488	MAKING BIG DATA ACTIONABLE
Serial Number:	85719873	MAKE BIG DATA ACTIONABLE
Serial Number:	85174439	VOICE OF THE CUSTOMER ANALYTICS
Serial Number:	85174447	INSIGHT360

CORRESPONDENCE DATA

Fax Number: 8004947512
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 202-370-4761
Email: tfahey@nationalcorp.com
Correspondent Name: Thomas Fahey
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Mariee Pilkington
Signature:	/Mariee Pilkington/
Date:	10/21/2013

Total Attachments: 6
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of September 18, 2013 is made by Verint Systems Inc., a Delaware corporation (the "Grantor"), in favor of Credit Suisse AG, as Collateral Agent (the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time party to the Amended and Restated Credit Agreement, dated as of March 6, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Verint Systems Inc. and certain of its subsidiaries (the "Borrowers"), the Lenders, the Agent and the other Persons from time to time party thereto.

W I T N E S S E T H

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

WHEREAS, the Grantor and certain other subsidiaries of Verint Systems Inc. have executed and delivered a Guarantee and Collateral Agreement, dated as of April 29, 2011 (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 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 Trademarks (as listed in Schedule 1); 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, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, all of the Grantor's rights, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule 1 hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the 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 Lenders 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 Lenders 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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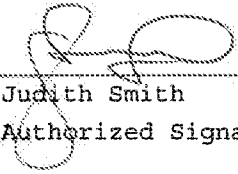
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date first written above.

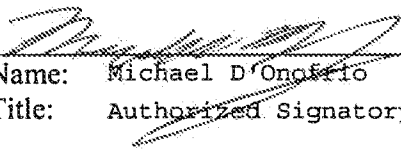
VERINT SYSTEMS INC.,
as Grantor

By: _____
Name: _____
Title: _____

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

CREDIT SUISSE AG,
CAYMAN ISLANDS BRANCH
as Collateral Agent for the Lenders

By: 
Name: Judith Smith
Title: Authorized Signatory

By: 
Name: Michael D'Onofrio
Title: Authorized Signatory

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

SCHEDULE 1

U.S. Trademark Registrations and Applications

<u>Grantor</u>	<u>Trademark</u>	<u>App. No./ Reg. No.</u>	<u>Filing Date/ Reg. Date</u>
Verint Systems Inc.	ACTIONABLE INTELLIGENCE	3886611	7-Dec-10
Verint Systems Inc.	DEEVIEW	3197544	9-Jan-07
Verint Systems Inc.	INTELLICOACH	3407106	1-Apr-08
Verint Systems Inc.	INTELLIGENCE IN ACTION	3955454	3-May-11
Verint Systems Inc.	INTELLISCREEN	3393261	4-Mar-08
Verint Systems Inc.	NEXTIVA	3262089	10-Jul-07
Verint Systems Inc.	POWERING ACTIONABLE INTELLIGENCE	2913705	21-Dec-04
Verint Systems Inc.	THE POWER OF WHY	3266372	17-Jul-07
Verint Systems Inc.	VANTAGE	3248122	29-May-07
Verint Systems Inc.	VERINT	2796068	16-Dec-03
Verint Systems Inc.	VERINT (STYLIZED)	2803581	6-Jan-04
Verint Systems Inc.	VERINT VERIFIED	4129121	9-Dec-09
Verint Systems Inc.	WITNESS ACTIONABLE SOLUTIONS	3755230	2-Mar-10
Verint Systems Inc.	VIDEO BUSINESS INTELLIGENCE	4306907	31-May-12
Verint Systems Inc.	VBI	4240532	13-Nov-12

U.S. Trademark Applications

<u>Grantor</u>	<u>Trademark</u>	<u>App. No./ Reg. No.</u>	<u>Filing Date/ Reg. Date</u>
Verint Systems Inc.	ENGAGE SI2	85873049	11-Mar-13
Verint Systems Inc.	ENGAGE PI2	85873044	11-Mar-13
Verint Systems Inc.	ENGAGE	85873034	11-Mar-13
Verint Systems Inc.	ENGAGE GI2	85404619	23-Aug-11
Verint Systems Inc.	CUSTOMER-INSPIRED EXCELLENCE	85692639	01-Aug-12
Verint Systems Inc.	BIG DATA ACTIONABLE	85713485	27-Aug-12
Verint Systems Inc.	MAKING BIG DATA ACTIONABLE	85713488	27-Aug-12
Verint Systems Inc.	MAKE BIG DATA ACTIONABLE	85719873	04-Sep-12

<u>Grantor</u>	<u>Trademark</u>	<u>App. No./ Reg. No.</u>	<u>Filing Date/ Reg. Date</u>
Verint Systems Inc.	VOICE OF THE CUSTOMER ANALYTICS	85174439	11-Nov-10
Verint Systems Inc.	INSIGHT360	85174447	11-Nov-10