

11/18/2013



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Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Credit Suisse AG, Cayman Islands Branch, as Collateral Agent

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Bank
- Association
- Limited Partnership

Citizenship (see guidelines) Switzerland

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 9/13/2013

- Assignment
- Security Agreement
- Other Trademark Rights on Reel/Frame 4532/0172
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Verint Americas Inc.

Street Address: 330 South Service Road

City: Melville

State: New York

Country: USA Zip: 11747

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See Attachment

See Attachment

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Thomas Fahey

Internal Address: National Corporate Research, Ltd.

Street Address: 1025 Vermont Avenue NW

Suite 1130

City: Washington

State: DC Zip: 20005

Phone Number: (202) 370-4761

Docket Number: _____

Email Address: tfahey@nationalcorp.com

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 290.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Marie Pilkington

Signature

10/18/2013

Date

Marie Pilkington

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 005159 FRAME: 0188

Be-9002649587 10-21-13

Total properties: 11

1	Serial #: <u>74205534</u> Mark: STAFFSMART	Filing Dt: 09/23/1991	Reg #: <u>1704701</u>	Reg. Dt: 08/04/1992
2	Serial #: <u>75382938</u> Mark:	Filing Dt: 10/31/1997	Reg #: <u>2270306</u>	Reg. Dt: 08/17/1999
3	Serial #: <u>75798441</u> Mark: EQUALITY	Filing Dt: 09/14/1999	Reg #: <u>2565757</u>	Reg. Dt: 04/30/2002
4	Serial #: <u>76083485</u> Mark: BLUE PUMPKIN	Filing Dt: 07/05/2000	Reg #: <u>2455533</u>	Reg. Dt: 05/29/2001
5	Serial #: <u>76219463</u> Mark:	Filing Dt: 03/01/2001	Reg #: <u>2591134</u>	Reg. Dt: 07/09/2002
6	Serial #: <u>77005952</u> Mark: IT'S YOUR GOAL. IT'S OUR PHILOSOPHY. IMPROVE EVERYTHING.	Filing Dt: 09/23/2006	Reg #: <u>3310459</u>	Reg. Dt: 10/16/2007
7	Serial #: <u>77397115</u> Mark: CONTACTSTORE	Filing Dt: 02/14/2008	Reg #: <u>3501633</u>	Reg. Dt: 09/16/2008
8	Serial #: <u>78340650</u> Mark: WITNESS	Filing Dt: 12/15/2003	Reg #: <u>2869851</u>	Reg. Dt: 08/03/2004
9	Serial #: <u>78363813</u> Mark: IMPROVE EVERYTHING	Filing Dt: 02/06/2004	Reg #: <u>3064366</u>	Reg. Dt: 02/28/2006
10	Serial #: <u>78540600</u> Mark: THE ART AND SCIENCE OF WORKFORCE OPTIMIZATION	Filing Dt: 12/31/2004	Reg #: <u>3054233</u>	Reg. Dt: 01/31/2006
11	Serial #: <u>78699711</u> Mark: IMPACT 360	Filing Dt: 08/24/2005	Reg #: <u>3353595</u>	Reg. Dt: 12/11/2007

RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This Release of Security Interest in Trademark Rights, dated as of September 18, 2013 (the "Trademark 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, Verint Video Solutions Inc. and Verint Systems Inc. (each, a "Grantor" and collectively, the "Grantors").

WHEREAS, Verint Systems Inc., a Delaware corporation ("Borrower") entered into that certain Credit Agreement dated as of April 29, 2011 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 (the "Existing Credit Agreement");

WHEREAS, in connection with the Existing Credit Agreement, the Grantors 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 Grantors 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 (collectively, the "Trademark Collateral");

WHEREAS, as a condition of the Guarantee and Collateral Agreement, the Grantors executed and delivered certain Grant of Security Interest in Trademark Rights agreements dated as of April 29, 2011 made by and between the applicable Grantor and the Agent (the "Trademark Security Agreements") for recording with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreements were recorded in the United States Patent and Trademark Office on May 2, 2011 on Reels/Frames 4532/0172, 4532/0493, and 4532/0546;

WHEREAS, additional security interests were recorded in the United States Patent and Trademark Office on November 9, 2011 on Reel/Frame 4658/0635;

WHEREAS, the Existing Credit Agreement was amended and restated pursuant to an Amendment and Restatement Agreement dated March 6, 2013 (the "Amendment and Restatement Agreement") among the Grantors, certain other subsidiaries of the Borrower, the lenders party thereto and the Agent (the Existing Credit Agreement as amended and restated pursuant to the Amendment and Restatement Agreement, the "Credit Agreement");

WHEREAS, the Obligations (as defined in the Existing Credit Agreement) secured by the Trademark 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 Trademark Collateral and grant all of its right, title and interest in the Trademark Collateral to the Grantors.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent and the Grantors 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 Grantors (a) the Agent's continuing security interest in, right of setoff against and Lien on, (b) the Grantors' 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 Trademark Collateral, including, without limitation, the Trademarks listed on Schedule A hereto.

3. The Agent hereby authorizes and acknowledges the termination of the Trademark Security Agreements. At Grantors' 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 Trademark Security Agreements.

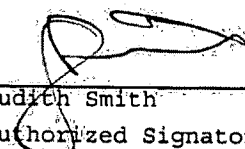
4. This Trademark Security Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Release by facsimile will be as effective as delivery of a manually executed counterpart of this Trademark Security Release.

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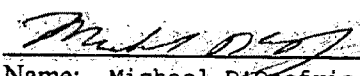
IN WITNESS WHEREOF, the parties hereto have caused this Release of Security Interest in Trademarks to be duly executed and delivered by their respective officers thereunto duly authorized as of the date above first written.

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

By


Name: Judith Smith
Title: Authorized Signatory

By


Name: Michael D'Onofrio
Title: Authorized Signatory

[Signature Page to Release of Security Interest in Trademarks]

VERINT AMERICAS INC.,
VERINT SYSTEMS INC.
and VERINT VIDEO SOLUTIONS INC.,
each in its capacity as Grantor

By


Name

Title

[Signature Page to Release of Security Interest in Trademarks]

SCHEDULE A

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 Video Solutions Inc.	EDGEVR	3757414	9-Mar-10
Verint Video Solutions Inc.	LORONIX	1936787	21-Nov-95
Verint Americas Inc.	BLUE PUMPKIN	2455533	29-May-01
Verint Americas Inc.	CONTACTSTORE	3501633	16-Sep-08
Verint Americas Inc.	EQUALITY	2565757	30-Apr-02
Verint Americas Inc.	IMPACT 360	3353595	11-Dec-07
Verint Americas Inc.	IMPROVE EVERYTHING	3064366	28-Feb-06
Verint Americas Inc.	IT'S YOUR GOAL. IT'S OUR PHILOSOPHY. IMPROVE EVERYTHING	3310459	16-Oct-07
Verint Americas Inc.	MISCELLANEOUS DESIGN	2270306	17-Aug-99
Verint Americas Inc.	MISCELLANEOUS DESIGN (BLUE PUMPKIN DEVICE)	2591134	9-Jul-02
Verint Americas Inc.	STAFFSMART	1704701	4-Aug-92
Verint Americas Inc.	THE ART AND SCIENCE OF WORKFORCE OPTIMIZATION	3054233	31-Jan-06
Verint Americas Inc.	WITNESS	2869851	3-Aug-04
Verint Americas Inc.	GMT PLANET	2379125	22-Aug-00
Verint Systems Inc.	ACTIONABLE INTELLIGENCE	3886611	7-Dec-10
Verint Systems Inc.	ACTIONABLE INTELLIGENCE FOR A SMARTER WORKFORCE	3140122	5-Sep-06
Verint Systems Inc.	BUILD THE CUSTOMER INTELLIGENT ENTERPRISE	2540510	19-Feb-02
Verint Systems Inc.	CUSTOMER INTERACTION ANALYTICS	85174465	10-Nov-10
Verint Systems Inc.	DEEPVIEW	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.	I-ROOMS - VSI	2961424	7-Jun-05
Verint Systems Inc.	NEXTIVA	3262089	10-Jul-07

Verint Systems Inc.	POWERING ACTIONABLE INTELLIGENCE	2913705	21-Dec-04
Verint Systems Inc.	RELIANT VANTAGE	78417261	12-May-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	17-Apr-12
Verint Systems Inc.	VOICE OF THE CUSTOMER ANALYTICS	85161632	26-Oct-10
Verint Systems Inc.	WITNESS ACTIONABLE SOLUTIONS	3755230	2-Mar-10