# 506187165 08/04/2020

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6233905

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
CSG SYSTEMS, INC.	08/04/2020

### **RECEIVING PARTY DATA**

Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT
Street Address:	2380 PERFORMANCE DR.
Internal Address:	BUILDING C, MAIL CODE: TX2-984-03-22
City:	RICHARDSON
State/Country:	TEXAS
Postal Code:	75082

## **PROPERTY NUMBERS Total: 5**

Property Type	Number
Patent Number:	10645171
Patent Number:	10356575
Patent Number:	10341172
Patent Number:	10187253
Application Number:	16432495

#### **CORRESPONDENCE DATA**

**Fax Number:** (704)331-1159

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:** 7043311000

**Email:** PTO\_TMconfirmation@mvalaw.com,

maryelizabethzaldivar@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC
Address Line 1: 100 NORTH TRYON STREET

Address Line 2: SUITE 4700, ATTN: IP DEPARTMENT CHARLOTTE, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	017625.005108
NAME OF SUBMITTER:	JOHN SLAUGHTER
SIGNATURE:	/john slaughter/
DATE SIGNED:	08/04/2020

PATENT 506187165 REEL: 053396 FRAME: 0709

## **Total Attachments: 5**

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PATENT REEL: 053396 FRAME: 0710

#### PATENT SECURITY AGREEMENT

This Patent Security Agreement, dated as of August 4, 2020 (this "Patent Security Agreement"), by CSG Systems, Inc., a Delaware corporation (the "Pledgor"), in favor of Bank of America, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

#### WITNESETH:

WHEREAS, the Pledgor is party to that certain Security Agreement, dated as of March 5, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Patent Security Agreement;

WHEREAS, the Pledgor is party to that certain Patent Security Agreement, dated as of March 5, 2018 and recorded at Reel/Frame 045505/0237, pursuant to which Pledgor granted a security interest in certain Patent Collateral (as defined therein) to the Collateral Agent; and

WHEREAS, Pledgor is the owner of additional Patent Collateral and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Patent Collateral in favor of the Collateral Agent.

NOW, THEREFORE, in consideration of the premises and in accordance with its obligations under the Security Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

- SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.
- SECTION 2. <u>Grant of Security Interest in Patent Collateral</u>. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor (collectively, the "<u>Patent Collateral</u>"):
  - (a) Patents of the Pledgor listed on Schedule I attached hereto; and
  - (b) all Proceeds of any and all of the foregoing (other than Excluded Property).
- SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.
- SECTION 4. <u>Termination</u>. Upon the Facility Termination Date and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the lien on and security interest in and to the Patent Collateral under this Patent Security Agreement.

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SECTION 5. <u>Counterparts</u>. This Patent Security Agreement may be executed in any number of counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Patent Security Agreement by fax transmission or other electronic transmission (i.e. a "pdf" or "tif" document) shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement; <u>provided</u>, <u>that</u>, upon the request of the Collateral Agent, any such fax transmission or electronic transmission shall be promptly followed by a manually executed counterpart.

[signature pages follow]

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IN WITNESS WHEREOF, the Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first above written, and the Collateral Agent has caused the same to be accepted by an authorized officer as of the date first above written.

CSG SYSTEMS, INC.

By: Dave Schaaf

Title: CAO / Assistant Secretary

# AGREED TO AND ACCEPTED:

BANK OF AMERICA, N.A., as Collateral Agent

By:\_\_\_\_ Name:

Mary Lawrence

Title:

Assistant Vice President

# **SCHEDULE I**

to

# PATENT SECURITY AGREEMENT PATENT REGISTRATIONS AND PATENT APPLICATIONS

CSG Systems, Inc. (Delaware Corporation)

## **U.S. Patents**

# **Issued Patents**

Title	Patent No.	Issue Date
SYSTEM AND METHOD FOR NETWORK AND	10645171	05/05/2020
CUSTOMER DEVICE PROVISIONING		
SYSTEM AND METHOD FOR NETWORK	10356575	07/16/2019
PROVISIONING		
SYSTEM AND METHOD FOR CONFIGURING	10341172	07/02/2019
NETWORKS		
SYSTEM AND METHOD FOR NETWORK	10187253	01/22/2019
PROVISIONING USING BULK ORDERING		

# **Patent Application**

Title	Appl. No.	Filing Date
SYSTEM AND METHOD FOR CONFIGURING	16432495	06/05/2019
NETWORKS	20200127889	

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RECORDED: 08/04/2020

PATENT REEL: 053396 FRAME: 0715