

10-17-2002



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

10-15-02

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CSG Software, Inc.

10-15-02

- Individual(s)
- General Partnership
- Corporation-State (DE)
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: September 6, 2002

2. Name and address of receiving party(ies):

Name: BNP Paribas

Internal Address:

Street Address: 180 Montgomery Street

City: San Francisco State: CA ZIP: 94104

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Corporation (France)

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)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,637,760 ; 1,576,167 ; 1,574,583 ; 1,615,121

Additional numbers attached? Yes No

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

Name: Robyn Rahbar, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$115.00

- Enclosed
- Authorized to be charged to credit card

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Robyn Rahbar, Esq.
Name of Person Signing

Robyn Rahbar
Signature

10/14/02
Date

Total number of pages including cover sheet, attachments, and documents: 4

10/17/2002 JYALLANE 00000019 1637760

01 FC:0521
02 FC:0522

40.00 00 documents to be recorded with required cover sheet information to:
75.00 00 Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002600 FRAME: 0218

GRANT OF SECURITY INTEREST

(TRADEMARKS)

WHEREAS, CSG SOFTWARE, INC., a Delaware corporation (the "Assignor") has adopted, intends to use, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, for which United States registrations are subsisting, as indicated on Schedule 1A (such marks and registrations, collectively, the "Trademarks");

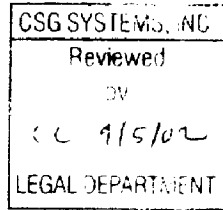
WHEREAS, the Assignor has entered into an Amended and Restated Guarantee and Collateral Agreement dated as of February 28, 2002 (as amended or otherwise modified from time to time, the "Security Agreement"), in favor of BNP PARIBAS (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has granted to the Assignee a security interest and mortgage in all right, title and interest of the Assignor in, to and under the Trademarks and the registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action that may exist by reason of violation thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby grant to the Assignee a security interest and mortgage in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Grant of Security Interest (Trademarks) to be duly executed by its officer thereunto duly authorized as of September 06, 2002.



CSG SOFTWARE, INC.

By: *Peter E. Kalan*
Name: Peter E. Kalan
Title: Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF COLORADO

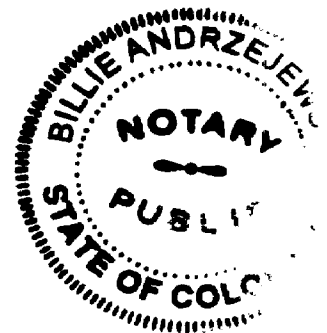
SS.:

COUNTY OF ARAPAHOE

On this 6 day of September, 2002, before me, the undersigned, personally appeared Peter Kalan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Billie Andrzejewski
[NOTARY SEAL]

My Commission Expires 12/17/2005



SCHEDULE 1A TO GRANT OF SECURITY INTEREST

(TRADEMARKS)

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
DPI	1637760	March 12, 1991
DPI	1576167	January 9, 1990
DPI	1574583	January 2, 1990
DPI	1615121	September 25, 1990