

08-18-1998



TRADEMARK ASSIGNMENT COVER SHEET 100795859

*Med  
8-13-98*

The following information is provided as a Cover Sheet for Trademark Assignment:  
To the Honorable Commissioner of Trademarks:  
Please record the attached:

1. The name of the party conveying the interest is:  
Hargray Holdings Corporation
2. The name and address of the party receiving the interest:  
U.S. Telecom Advanced Technologies Systems, Inc.  
(formerly known as Hargray Information Systems International, Inc.)  
32 Office Park Road Suite 212  
Hilton Head Island, SC 29928
3. A description of the interest conveyed or transaction to be recorded:  
Termination of Security Interest:  
TELEMAX-U UNIVERSAL TELCO OSS and  
TELEMAX-U
4. Registration number against which the document is to be recorded:  
Registration Number 1,877,451  
Registration Number 1,932,497
5. The name and address of the party to whom correspondence concerning the request to record the document should be mailed:  
CSG Systems, Inc.  
7887 E. Belleview Avenue, Suite 1000  
Englewood, CO 80111  
ATTN: General Counsel.
6. The number of Registrations identified in the cover sheet and the total fee:  
Assignment of 2 registrations for a total fee of \$65.00 (\$40.00 for first + \$25 for each additional)
7. The date the document was executed:  
July 29, 1998
8. An indication that the assignee of a trademark application or registration who is not domiciled in the United States has designated a domestic representative (see §3.61): N/A

ASSIGNMENT  
RECEIVED

To the best of my knowledge and belief, the information contained on the cover sheet is true and correct and any copy submitted is a true copy of the original document; and

By: *Wade Fagan*

Total pages 4  
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01 FC:481 40.00 OP  
02 FC:482 25.00 OP

TRADEMARK  
REEL: 1769 FRAME: 0433

**Termination of Security Interest**

The undersigned party, in consideration of payment in full received on the secured instrument entitled "First Installment Note", dated September 11, 1996 (the "Note"), received today by Hargray Holdings Corporation ("Hargray") and other good and valuable consideration, the receipt of which is hereby acknowledged by the undersigned party, terminates and releases its security interest in the following assets of US Telecom Advanced Technology Systems, Inc. ("USTATS"):

See EXHIBIT 1 attached hereto

and terminates the corresponding "Security Agreement" between Hargray as secured party and USTATS as debtor, dated September 11, 1996.

Date 7/29/98

Hargray Holdings Corporation

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

Its: Vice President

Columbia: 505831

## EXHIBIT 1

Attachment to Financing Statement – Form UCC-1

(a) All rights in the intellectual property of the Debtor in *Telemax-U*, including the below-listed copyrights and trademarks:

## COPYRIGHTS

TITLE OF WORK	FEDERAL REGISTRATION NO.	REGISTERED
TELEMAX-U SOFTWARE (Entire Work)	TXu 677-192	February 16, 1995
TELEMAX-U DATA MODEL	TXu 639-124	February 21, 1995
TELEMAX-U PRODUCT BROCHURE (Entire Work)	TXu 579-315	July 23, 1993
TELEMAX-U ICONS	TXu 575-289	June 22, 1993

## TRADEMARKS

TRADEMARK	FEDERAL REGISTRATION NO.	DATE OF REGISTRATION
TELEMAX-U	1,877,451	February 7, 1995
TELEMAX-U UNIVERSAL TELCO OSS AND DESIGN	1,932,497	November 7, 1995

and including trade secrets, modifications, enhancements, derivative works, all contract rights and receivables relating to the sales, leasing and/or licensing of the *Telemax-U*® product, and all proceeds from the sales, leasing and/or licensing of the *Telemax-U*® product.

(b) All of the Debtor's accounts, chattel paper, contract rights, commissions, warehouse receipts, bills of lading, delivery orders, drafts, acceptances, notes, securities and other instruments, documents, general intangibles and all other forms of receivables, and all guarantees and securities therefor relating solely to the *Telemax-U*® product.

(c) All property of the types described in sections (a) and (b) above, that at any time hereafter

may be acquired by Debtor, including but not limited to all accessions, parts, additions, and replacements together with modifications, enhancements, and derivative works.

(d) All proceeds of the sale or other disposition of any of the Collateral described or referred to above. Sale or disposition of Collateral by Debtor is prohibited except as provided in Section 13(e) of the Common Stock Purchase Agreement between Debtor and Secured Party.

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