

05-06-2002

OML No. 0651-0011 (exp. 4/94)



To the Honorable Commis...

102078499

Attached original documents or copy thereof.

1. Name of conveying party(ies):
LUCENT TECHNOLOGIES INC.

4.18.02

- Individual(s)
- General Partnership
- Corporation - **Delaware**
- Other
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: **CSG SOFTWARE, INC.**

Internal Address:

Street Address: **7887 E. Belleview Avenue**

City: **Englewood** State: **Colorado** ZIP: **80111**

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation **Delaware**
- Other

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

3. Nature of conveyance:

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

Execution Date: **February 28, 2002**

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

A. Trademark Application No.(s)

78/005340, 78/002675

B. Trademark Registration No.(s)

1682865, 1686087, 1944396, 1865220, 1328285, 2161710, 2022497, 2158201, 1814349, 1815514, 2100310, 2502122, 2196595

Additional numbers attached? Yes No

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

Name: **Lisa A. Osman**

Internal Address: **Dorsey & Whitney LLP**

Street Address: **370 17th Street, Suite 4700**

City: **Denver** State: **CO** ZIP: **80202-5647**

6. Total Number of applications and registrations involved: **15**

7. Total fee (37 CFR 3.41): **\$390.00**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: **04-1415**

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Lisa A. Osman

Name of person Signing

Signature

April 18, 2002

Date

Total number of pages comprising cover sheet: **9**

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

05/03/2002 DBYRNE

00000049 78005340

Mail documents to be recorded with required cover sheet information to:

01 FC:481
02 FC:482

40.00 ~~OR~~ Commissioner of Patents and Trademarks
350.00 ~~OR~~ Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK

REEL: 002498 FRAME: 0755

ATTACHMENT 5-A

TRADEMARK ASSIGNMENT

by and between

LUCENT TECHNOLOGIES INC.

and

CSG SOFTWARE INC.

Effective as of 28 February, 2002

UNITED STATES AND CANADIAN TRADEMARK ASSIGNMENT

This Assignment is made as of the 28th day of February, 2002 by LUCENT TECHNOLOGIES INC., a Delaware corporation having a principal place of business at 600 Mountain Avenue, Murray Hill, NJ 07974, hereinafter referred to as the ASSIGNOR, to CSG Software, Inc., a Delaware corporation, having a principal place of business at 7887 E. Belleview Avenue, Englewood, Colorado 80111, hereinafter referred to as the ASSIGNEE.

RECITALS

A. WHEREAS, ASSIGNOR has sold certain assets and liabilities with respect to ASSIGNOR's Kenan Group to ASSIGNEE;

B. WHEREAS, ASSIGNOR presently owns or controls certain trademark and service mark applications, trademark and service mark registrations, including any common law rights relating thereto, in the United States and Canada identified on Schedule A attached hereto together with the goodwill of the business associated therewith and all rights that have accrued in connection therewith (hereinafter collectively referred to as the ASSIGNED TRADEMARKS);

C. WHEREAS, in furtherance of the foregoing sale of assets, ASSIGNOR desires to transfer, assign, convey, deliver and vest all of its present right, title and interest in and to the ASSIGNED TRADEMARKS and all of the goodwill of the business associated therewith and all other rights ASSIGNOR may have with respect to such ASSIGNED TRADEMARKS.

NOW, THEREFORE, in consideration of the premises and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

ASSIGNOR, hereby transfers, conveys and assigns to ASSIGNEE all of ASSIGNOR'S present right, title and interest in and to the ASSIGNED TRADEMARKS in the United States and Canada, any common law or copyright rights relating to the ASSIGNED TRADEMARKS, together with the goodwill of the business in which each ASSIGNED TRADEMARK is used, or with that part of the goodwill of the business connected with the use of and symbolized by each ASSIGNED TRADEMARK, and the right to sue and recover for, and the right to the profits or damages due or accrued arising out of or in connection with any and all past, present or future infringements or passing off or dilution of or damage or injury to the ASSIGNED TRADEMARKS or such represented goodwill.


ASSIGNOR will neither use (unless otherwise licensed by ASSIGNEE to do so) nor attempt to register any ASSIGNED TRADEMARK or any confusingly similar mark thereto.

ASSIGNOR shall not oppose, attempt to cancel or in any way challenge any applications or registrations for the ASSIGNED TRADEMARKS.

ASSIGNOR agrees that, upon request it will, at any time without charging a fee to ASSIGNEE but at ASSIGNEE'S expense for any reasonable costs incurred, furnish all necessary documentation within ASSIGNOR's possession or control relating to or supporting chain of title, provide testimony at any time in connection with any proceedings affecting the right, title, interest or benefit of ASSIGNEE in, to or under the ASSIGNED TRADEMARKS and sign and deliver all papers, take all rightful oaths, and do all acts which may be reasonably necessary for vesting title to the ASSIGNED TRADEMARKS in ASSIGNEE, its successors, assigns and legal representatives or nominees

IN WITNESS WHEREOF, the parties have caused this TRADEMARK ASSIGNMENT to be executed by their duly authorized representatives on the respective dates entered below.

LUCENT TECHNOLOGIES INC.

By: 
D. Laurence Padilla
President – Intellectual
Property Business

Date:

CSG SOFTWARE, INC.

By: _____

Date: _____

TRADEMARK ASSIGNMENT – NORTH AMERICA

TRADEMARK
REEL: 002498 FRAME: 0759

ACKNOWLEDGMENTS

STATE OF NEW JERSEY)

COUNTY OF Union : ss: SOMERSET (FJL)

I CERTIFY that on February 28, 2002, D. Laurence Padilla personally came before me and this person acknowledged under oath, to my satisfaction that:
a.) this person signed, sealed and delivered the attached Trademark Assignment as President - Intellectual Property Business of Lucent Technologies Inc.; and
b.) this Trademark Assignment was signed and made by Lucent Technologies Inc. as its voluntary act and deed by virtue of authority from its Board of Directors.

Francis J. Levine

Name
Notary Public
My Commission Expires:
[Notarial Seal] FRANCES J. LEVINE
Notary Public of New Jersey, USA
Registered in Middlesex County
My Commission Expires July 30, 2003

STATE OF NEW JERSEY)

COUNTY OF Union : ss: SOMERSET (FJL)

I CERTIFY that on February 28, 2002, D. Laurence Padilla personally came before me and this person acknowledged under oath, to my satisfaction that:
a.) this person signed, sealed and delivered the attached Trademark Assignment as February 28 of 2002; and
b.) this Trademark Assignment was signed and made by Lucent as its voluntary act and deed by virtue of authority from its Board of Directors.

Francis J. Levine

Name
Notary Public
My Commission Expires:
[Notarial Seal] FRANCES J. LEVINE
Notary Public of New Jersey, USA
Registered in Middlesex County
My Commission Expires July 30, 2003

TRADEMARK ASSIGNMENT - NORTH AMERICA

TRADEMARK
REEL: 002498 FRAME: 0760

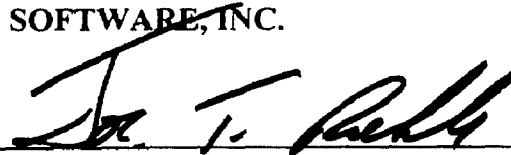
IN WITNESS WHEREOF, the parties have caused this TRADEMARK ASSIGNMENT to be executed by their duly authorized representatives on the respective dates entered below.

LUCENT TECHNOLOGIES INC.

By: _____
D. Laurence Padilla
President – Intellectual
Property Business

Date:

CSG SOFTWARE, INC.

By:  _____

Date: _____

TRADEMARK ASSIGNMENT – NORTH AMERICA

TRADEMARK
REEL: 002498 FRAME: 0761

ACKNOWLEDGMENTS

STATE OF NEW JERSEY)

: ss:

COUNTY OF SOMERSET)

I CERTIFY that on _____, 2002, D. Laurence Padilla personally came before me and this person acknowledged under oath, to my satisfaction that:

a.) this person signed, sealed and delivered the attached Trademark Assignment as President - Intellectual Property Business of Lucent Technologies Inc.; and

b.) this Trademark Assignment was signed and made by Lucent Technologies Inc. as its voluntary act and deed by virtue of authority from its Board of Directors.

Name
Notary Public
My Commission Expires:
[Notarial Seal]

York
STATE OF NEW ~~JERSEY~~)
New York: ss:
COUNTY OF ~~SOMERSET~~)

I CERTIFY that on *February 28*, 2002, *Joseph T. Rible* personally came before me and this person acknowledged under oath, to my satisfaction that:

a.) this person signed, sealed and delivered the attached Trademark Assignment as *Director of CSO Software, Inc.* and

b.) this Trademark Assignment was signed and made by *CSO Software, Inc.* as its voluntary act and deed by virtue of authority from its Board of Directors.

MARY ANN VELLUCCI
Notary Public, State of New York
No. 31-4902232
Qualified in New York County
Certificate Filed in New York County
Commission Expires July 27, 2004

Mary Ann Vellucci

Name
Notary Public
My Commission Expires:
[Notarial Seal]

TRADEMARK ASSIGNMENT - NORTH AMERICA

SCHEDULE A

List of U.S. and Canadian Trademarks Owned by Lucent Technologies, Inc.

Trademark	Owner	Country	Status	Application Number	Registration Number
ACUMATE	LTI	Canada	REGISTERED	615039	461359
ACUMATE	LTI	United States of America	REGISTERED	73808198	1682865
ACUMATE	LTI	United States of America	REGISTERED	73756129	1686087
ACUMATE/WS	LTI	Canada	REGISTERED		615013
ARBOR	LTI	United States of America	REGISTERED	74222619	1944396
BILLDATS	LTI	United States of America	REGISTERED	389147	1865220
BILLDATS	LTI	United States of America	REGISTERED	484290	1328285
CASE ADVISOR	LTI	United States of America	Pending	78005340	
EC/ARBOR	KSC	Canada	REGISTERED	856426	534958
EC/ARBOR	LTI	United States of America	REGISTERED	75260714	2161710
HYPERSPARSE	LTI	United States of America	REGISTERED	74625407	2022497
ICARE	KSC	Canada	REGISTERED	838271	534914
ICARE	LTI	United States of America	REGISTERED	75161555	2158201
KENAN	KSC	Canada	REGISTERED	844900	509703
KENAN	LTI	United States of America	REGISTERED	74142792	1814349
KENAN	LTI	United States of America	REGISTERED	74142789	1815514
KENAN LOGO	LTI	United States of America	REGISTERED	75087355	2100310
SIGNATURE FMS	LTI	United States of America	REGISTERED	78001365	2502122
STRATEGIST	KSC	Canada	REGISTERED	856425	534915
STRATEGIST	LTI	United States of America	REGISTERED	75259172	2196595
WEBLIGHTNING	LTI	Canada	Pending	1050055	
WEBLIGHTNING	LTI	United States of America	Published	78002675	

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April 18, 2002

BOX ASSIGNMENTS
Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

<u>Certificate of Express Mailing</u>	
Express Mail Label No.:	<u>EL 936 642 068 US</u>
Date of Deposit:	<u>April 18, 2002</u>
I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513.	
Name:	<u>Jane Lalis</u>
Signature:	

Re: Recordal of Trademark Assignment
CSG Systems, Inc.
Our Ref.: 462567-1



04-18-2002

U.S. Patent & TMO/TM Mail Rcpt Dt. #61

Dear Commissioner:

Enclosed herewith in connection with the recordal of the above Trademark Assignment are the following documents:

- Recordation Form Cover Sheet;
- Trademark Assignment; and
- Check in the amount of \$390.00 to cover the recording fee.

DORSEY & WHITNEY LLP

Commissioner of Trademarks

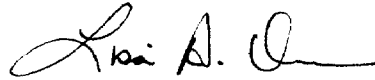
April 18, 2002

Page 2

A return postcard is also enclosed on which the stamped date of receipt would be appreciated. Please charge any additional fees or credit any overpayment to our Deposit Account No. 04-1415.

Respectfully submitted,

DORSEY & WHITNEY LLP



Lisa A. Osman
Attorney for Applicant

LAO:mj

Enclosures

ccwe: Docketing