

6/30/04



07-06-2004

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) **RECORD TRADE** DEPARTMENT OF COMMERCE Patent and Trademark Office

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

<p>1. Name of conveying party(ies): <u>BNP PARIBAS, AS ADMINISTRATIVE AGENT</u></p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation-State  <input checked="" type="checkbox"/> Other <u>BANK</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>CSG SOFTWARE, INC.</u> Internal Address: <u>7887 EAST BELLEVIEW AVE, SUITE 1000</u> Street Address: _____ City: <u>ENGLEWOOD</u> State: <u>CO</u> Zip: <u>80111</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State <u>DELAWARE</u>  <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  (Designations must be a separate document from assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:  <input type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input checked="" type="checkbox"/> Other <u>RELEASE OF SECURITY INTEREST</u></p> <p>Execution Date: <u>06/02/2004</u></p>	

<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ _____</p>	<p>B. Trademark Registration No.(s) <u>1,637,760;</u> <u>1,576,167; 1,574,583 AND 1,615,121</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>JACKIE LEE</u> Internal Address: <u>ACCESS INFORMATION SERVICES, INC.</u> Street Address: <u>1773 WESTERN AVENUE</u> City: <u>ALBANY</u> State: <u>NY</u> Zip: <u>12203</u></p>	<p>6. Total number of applications and registrations involved: ..... <span style="border: 1px solid black; padding: 2px;">4</span></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>115.00</u>  <input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p>
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DO NOT USE THIS SPACE

9. Signature.

JACKIE LEE           08/03/2004  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

07/02/2004 LNUELLER 00000147 1637760

01 FC:8521      40.00 DP  
02 FC:8522      75.00 DP

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

TERMINATION AND RELEASE dated as of June 2, 2004, from BNP PARIBAS, as Administrative Agent ("Agent") for certain banks and other financial institutions (the "Lenders"), to CSG SOFTWARE, INC., a Delaware corporation with its principal place of business at 7887 East Belleview Avenue, Suite 1000, Englewood, Colorado 80111 (the "Borrower").

**WITNESSETH:**

WHEREAS, pursuant to that certain Amended and Restated Guarantee and Collateral Agreement, dated as of February 28, 2002, made by the Grantors (as defined therein) in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademarks dated as of March 26, 2002, among the Agent and Borrower (the "Security Agreement"), Borrower, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on October 15, 2002, at Reel 002600 and Frame 0218; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms and subject to the conditions set forth in this Termination and Release, the Agent hereby terminates and releases the Security Interest in the Trademark Collateral as follows:

1. **Trademark Collateral:** The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.

2. **Release of Security Interest.** The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. **Further Assurances:** The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be necessary or desirable to effect the release of the Security Interest contemplated hereby.


053114-1000-08859-NY03,235B295

TRADEMARK  
REEL: 003002 FRAME: 0836

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

BNP PARIBAS, as Administrative Agent

By:   
Name: Susan Bowes  
Title: Director

By:   
Name: Richard Cohen  
Title: Vice President

**SCHEDULE A TO TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARKS**

**(TRADEMARKS)**

<b><u>Mark</u></b>	<b><u>Reg. No.</u></b>
DPI	1,637,760
DPI	1,576,167
DPI	1,574,583
DPI	1,615,121

053114-1000-08858-NY03.2358235