

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
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| NATURE OF CONVEYANCE: | SECURITY INTEREST |
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CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------------------|----------|----------------|--------------|
| Prairie Interactive Messaging, Inc. | | 11/12/2007 | CORPORATION: |

RECEIVING PARTY DATA

| | |
|-----------------|---|
| Name: | Wells Fargo Bank, National Association, as Administrative Agent |
| Street Address: | 1700 Lincoln Street, MAC C7300-081 |
| City: | Denver |
| State/Country: | COLORADO |
| Postal Code: | 80203 |
| Entity Type: | CORPORATION: |

PROPERTY NUMBERS Total: 7

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------|
| Registration Number: | 0269894 | |
| Registration Number: | 3248825 | PRAIRIE VOICE SERVICES |
| Registration Number: | 3245874 | PRAIRIE VOICE SERVICES |
| Registration Number: | 1829979 | AUDIOTORIUM |
| Registration Number: | 1932582 | PRAIRIE SYSTEMS |
| Registration Number: | 1934697 | |
| Registration Number: | 1893352 | PRAIRIE FAXMAIL |

CORRESPONDENCE DATA

Fax Number: (415)393-2286
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 4153932113
 Email: racquel.white@bingham.com
 Correspondent Name: Racquel White
 Address Line 1: Three Embarcadero Center
 Address Line 2: Bingham McCutchen LLP

CH \$190.00 0269894

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: 0000308745

NAME OF SUBMITTER: Racquel White

Signature: /racquelwhite/

Date: 11/15/2007

Total Attachments: 3
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GRANT OF SECURITY INTEREST

(TRADEMARKS)

WHEREAS, PRAIRIE INTERACTIVE MESSAGING, INC., a Delaware corporation (the "Assignor"), holds all right, title and interest in the trademarks listed on the annexed Schedule IA, which subsist in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, pursuant to the Assumption Agreement, dated as of August 31, 2007 (the "Assumption Agreement"), by Assignor in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent (in such capacity, the "Administrative Agent", and referred to herein as the "Assignee"), the Assignor has become a party to, and a "Guarantor" and "Grantor" under (and as such terms are defined in), the Guarantee and Collateral Agreement dated as of September 21, 2004 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION (the "Assignee"), on behalf of the banks and other financial institutions (the "Lenders") party to the Credit Agreement, dated as of September 21, 2004 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), with CSG Systems International, Inc. and certain of its affiliates;


WHEREAS, in connection with the Security Agreement, the Assignor has granted to the Assignee a security interest in all right, title and interest of the Assignor in, to and under the Trademarks, 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);

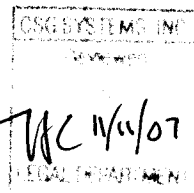
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby grant to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

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 November 12th, 2007.

PRAIRIE INTERACTIVE MESSAGING, INC.

By: 
Name: Joe Ruble
Title: Vice President



CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Colorado

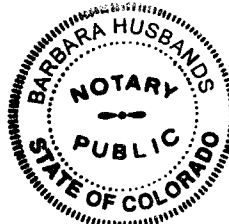
ss.:

COUNTY OF Douglas

On this 12 day of November, 2007, before me, the undersigned, personally appeared Joseph T. Ruble, 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.

Barbara Husbands

[NOTARY SEAL]



My Commission Expires 07/11/09

SCHEDULE 1A TO GRANT OF SECURITY INTEREST

(TRADEMARKS)

| <u>Title</u> | <u>Registration Date</u> | <u>Registration No.</u> |
|-------------------------------------|---------------------------------|--------------------------------|
| “RESERVATIONLESS REPLAY” | 5/18/2003 | 269894 |
| “PRAIRIE VOICE SERVICES” | 6/5/2007 | 3248825 |
| “PRAIRIE VOICE SERVICES” and design | 5/29/2007 | 3245874 |
| “AUDIOTORIUM” | 5/5/1994 | 1829979 |
| “PRAIRIE SYSTEMS” | 11/7/1995 | 1932582 |
| Windmill design only | 11/14/1995 | 1934697 |
| “PRAIRIE FAXMAIL” | 5/9/1995 | 1893352 |