

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DataProse, Inc.		06/09/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	1740 Broadway, MAC C7301-031		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80274		
Entity Type:	COMPANY:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2420991	DATAPROSE	
Registration Number:	2608482	DATAPROSE	
CORRESPONDENCE DATA			
Fax Number:	(415)393-2286		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4153932113		
Email:	racquel.white@bingham.com		
Correspondent Name:	Racquel White		
Address Line 1:	Three Embarcadero Center		
Address Line 2:	Bingham McCutchen, LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	0000308745		
NAME OF SUBMITTER:	Racquel White		
Signature:	/racquelwhite/		

CH \$65.00 2420991

Date:

06/16/2008

Total Attachments: 3

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GRANT OF SECURITY INTEREST

(TRADEMARKS)

WHEREAS, DATAPROSE, INC., a California corporation (the "Assignor"), holds all right, title and interest in the trademarks listed on the annexed Schedule 1A, which subsist in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, pursuant to the Assumption Agreement, dated as of May 29, 2008 (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);

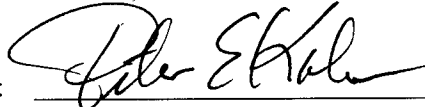
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby grant to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

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 June 9, 2008.

DATAPROSE, INC.

By: _____


Peter E. Kalan
President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Colorado

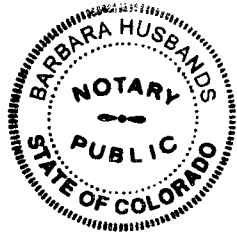
ss.:

COUNTY OF Douglas

On this 9 day of June, 2008, before me, the undersigned, personally appeared Peter E. 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.

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>
“DATAPROSE”	1/16/2001	2420991
“DATAPROSE”	8/20/2002	2608482