

RE 2/5/09

02-13-2009

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CSG Systems International, Inc.		01/29/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo, National Association, as Administrative Agent		
Street Address:	1740 Broadway, MAC C7301-031		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80274		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2499501	QUAERO	
CORRESPONDENCE DATA			
Fax Number:	(415)393-2286		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	415-393-2113		
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/		
Date:	02/05/2009		

CH \$40.00 2499501

Total Attachments: 2

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**GRANT OF SECURITY INTEREST
(TRADEMARKS)**

WHEREAS, CSG SYSTEMS INTERNATIONAL, INC., a Delaware corporation (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to the trademarks and service marks listed on the annexed Schedule 1, for which United States registrations and applications for registration are subsisting, as indicated on Schedule 1 (such marks, applications and registrations, collectively, the "Trademarks"),

WHEREAS, pursuant to the Guarantee and Collateral Agreement dated as of September 21, 2004 (as amended or otherwise modified from time to time, the "Security Agreement"), the Assignor is granting in favor of WELLS FARGO, NATIONAL ASSOCIATION, as administrative agent (the "Assignee"), a security interest in all right, title and interest of the Assignor in, to and under the Trademarks and the registrations thereof, 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.

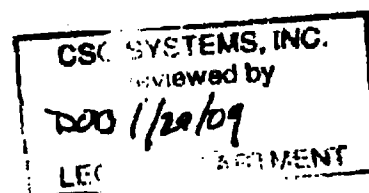
IN WITNESS WHEREOF, the Assignor has caused this Grant of Security Interest (Trademarks) to be duly executed by its officer thereunto duly authorized as of January 29, 2009.

CSG SYSTEMS INTERNATIONAL, INC.

By: *Joseph T. Ruble* DNR

Name: *Joseph T. Ruble*

Title: *EVP, General Counsel*



SCHEDULE 1A TO GRANT OF SECURITY INTEREST
FROM CSG SYSTEMS INTERNATIONAL, INC. TO WELLS FARGO, NATIONAL
ASSOCIATION, AS ADMINISTRATIVE AGENT
(TRADEMARKS AND TRADEMARK APPLICATIONS)

Mark	Registration No.	Registration Date
QUAERO	2499501	10/31/2001