

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464454

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CSG Systems, Inc.		03/05/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	2380 Performance Drive, Building C		
Internal Address:	MC: TX-984-03-22		
City:	Richardson		
State/Country:	TEXAS		
Postal Code:	75082		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	5280903	A	
Registration Number:	5027772	ASCENDON	
Registration Number:	4656540	CSG INTERNATIONAL	
Registration Number:	4656539	CSG INTERNATIONAL	
Registration Number:	4226046	PRECISION ECARE	
Registration Number:	4157948	AGENTHUB	
Registration Number:	4157315	PRECISION EBPP	
Registration Number:	4157314	PRECISION ECOMMERCE	
Registration Number:	4157313	PRECISION EMARKETING	
Registration Number:	4157312	PRECISION EMAIL	
Registration Number:	2728976	CSG	
Registration Number:	2650319	CSG SMARTLINK	
Registration Number:	2491104	CSG WORKFORCE MANAGEMENT	
Registration Number:	2468185	CSG TECHNET	
Registration Number:	2423847	CSG WORKFORCE EXPRESS	
Registration Number:	2337678	CSG SYSTEMS	
Registration Number:	2337606	CSG SYSTEMS	
Registration Number:	2336775	CSG SCREEN EXPRESS	

OP \$665.00 5280903

Property Type	Number	Word Mark
Registration Number:	2185307	CCS
Registration Number:	2145794	CIT
Registration Number:	2145792	ACSR
Registration Number:	2141980	CSG VANTAGE
Registration Number:	2122550	CUSTOMER INTERACTION TRACKING
Registration Number:	2122549	ENHANCED STATEMENT PRESENTATION
Serial Number:	87552614	TOGETHER YOU WIN
Serial Number:	87324493	ZOMBIE ARCHITECTURE

CORRESPONDENCE DATA

Fax Number: 9192868199

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 9192868000

Email: PTO_TMconfirmation@mvalaw.com, amberwest@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1: 3015 Carrington Mill Blvd., Suite 400

Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER: 017625.5108

NAME OF SUBMITTER: John Slaughter

SIGNATURE: /john slaughter/

DATE SIGNED: 03/06/2018

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of March 5, 2018 (this "Trademark Security Agreement"), by CSG Systems, Inc., a Delaware corporation (the "Pledgor"), in favor of Bank of America, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESETH:

WHEREAS, the Pledgor is party to that certain Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor (collectively, the "Trademark Collateral"):

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto and the associated Goodwill; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks and Goodwill made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the Facility Termination Date and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the lien on and security interest in and to the Trademark Collateral under this Trademark Security Agreement.


SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by fax transmission or other electronic transmission (i.e. a "pdf" or "tif" document) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement; provided, that, upon the request of the Collateral Agent,

any such fax transmission or electronic transmission shall be promptly followed by a manually executed counterpart.

[signature pages follow]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first above written, and the Collateral Agent has caused the same to be accepted by an authorized officer as of the date first above written.

CSG SYSTEMS, INC.

By: 
Name: Bret C. Griess
Title: President and Chief Executive Officer

AGREED TO AND ACCEPTED:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: _____
Name:
Title:


IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first above written, and the Collateral Agent has caused the same to be accepted by an authorized officer as of the date first above written.

CSG SYSTEMS, INC.

By: _____
Name:
Title:

AGREED TO AND ACCEPTED:

BANK OF AMERICA, N.A.,
as Collateral Agent

By:  _____
Name: **Anthony W. Kell**
Title: **Vice President**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

CSG Systems, Inc.
(Delaware Corporation)

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
A and Design	5280903	09/05/17
ASCENDON	5027772	08/23/16
CSG INTERNATIONAL	4656540	12/16/14
CSG INTERNATIONAL and Design	4656539	12/16/14
PRECISION ECARE	4226046	10/16/12
AGENTHUB	4157948	06/12/12
PRECISION EBPP	4157315	06/12/12
PRECISION ECOMMERCE	4157314	06/12/12
PRECISION EMARKETING	4157313	06/12/12
PRECISION EMAIL	4157312	06/12/12
CSG	2728976	06/24/03
CSG SMARTLINK	2650319	11/12/02
CSG WORKFORCE MANAGEMENT	2491104	09/18/01
CSG TECHNET	2468185	07/10/01
CSG WORKFORCE EXPRESS	2423847	01/23/01
CSG SYSTEMS	2337678	04/04/00
CSG SYSTEMS	2337606	04/04/00
CSG SCREEN EXPRESS	2336775	03/28/00
CCS	2185307	09/01/98
CIT	2145794	03/24/98
ACSR	2145792	03/24/98
CSG VANTAGE	2141980	03/10/98
CUSTOMER INTERACTION TRACKING	2122550	12/16/97
ENHANCED STATEMENT PRESENTATION	2122549	12/16/97

Trademark Applications

Mark	Appl. No.	Filing Date
TOGETHER YOU WIN	87552614	08/02/17
ZOMBIE ARCHITECTURE	87324493	02/03/17