

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Black Hills Fiber Systems, Inc.		06/27/2005	CORPORATION: SOUTH DAKOTA
RECEIVING PARTY DATA			
Name:	Black Hills Corporation		
Street Address:	625 Ninth Street		
City:	Rapid City		
State/Country:	SOUTH DAKOTA		
Postal Code:	57701		
Entity Type:	CORPORATION: SOUTH DAKOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2433942	BLACK HILLS FIBERCOM	
CORRESPONDENCE DATA			
Fax Number:	(605)721-2550		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	605.721.2303		
Email:	jriske@bh-corp.com		
Correspondent Name:	Steven J. Helmers		
Address Line 1:	625 Ninth Street		
Address Line 4:	Rapid City, SOUTH DAKOTA 57701		
NAME OF SUBMITTER:	Steven J. Helmers		
Signature:	/steven j helmers/		
Date:	06/27/2005		

Total Attachments: 3

900027254

**TRADEMARK
 REEL: 003110 FRAME: 0830**

OP \$40.00 2433942

source=TM Assignment (BHFS to BHC-Exec)#page1.tif

source=TM Assignment (BHFS to BHC-Exec)#page2.tif

source=TM Assignment (BHFS to BHC-Exec)#page3.tif

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT ("Assignment") is made, entered into and effective as of the 30th day of June, 2005, by and between Black Hills Fiber Systems, Inc., a South Dakota corporation ("Assignor") and Black Hills Corporation, a South Dakota Corporation ("Assignee").

WHEREAS, Assignor has adopted, used and is using the trademark, service mark and trade name set forth in Exhibit A annexed hereto and made a part hereof, including all applications or registrations therefor (the "Mark"), and is the owner of the registration of such Mark; and

WHEREAS, Black Hills Corporation, a South Dakota corporation ("Assignee") is desirous of acquiring said Mark and the registration and application for registration thereof and all goodwill pertaining thereto.

NOW, THEREFORE, for good and valuable consideration, receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby transfers, conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all right, title, and interest in and to the Mark together with the goodwill associated with the Mark, including all federal and state trademark registrations thereof and applications for registration therefor, as well as all common law rights thereto. Assignee shall have the sole right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to said Mark or the registrations thereof or such associated goodwill.
2. Assignor shall make no further use of the Mark on or in connection with any goods or services, nor shall Assignor challenge Assignee's use of the Mark after the date of this Agreement.
3. Assignor authorizes the Director of the United States Patent & Trademark Office and any official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Mark and title thereto as the property of the Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument.
4. Assignor further agrees that it will, at its own expense, promptly execute and deliver all necessary documents and take any action reasonably requested by Assignee necessary to effect the assignment of the Mark to Assignee.

[END OF TEXT]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives as of the date first set forth above.

ASSIGNOR:

ASSIGNEE:

Black Hills Fiber Systems, Inc.

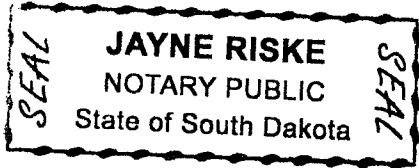
Black Hills Corporation

By: [Signature]
 Mark T. Thies
 Executive Vice President and
 Chief Financial Officer

By: [Signature]
 Steven J. Helmers
 Senior Vice President and General
 Counsel

STATE OF SOUTH DAKOTA)
) ss.
 County of Pennington)

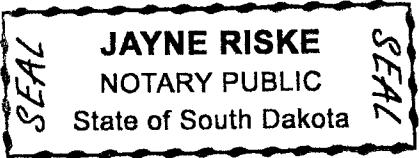
The foregoing Trademark Assignment was subscribed and sworn to before me this 22nd day of June 2005, by Mark T. Thies.



[Signature]
 Notary Public
 My Commission Expires: 8/17/2007

STATE OF SOUTH DAKOTA)
) ss.
 County of Pennington)

The foregoing Trademark Assignment was subscribed and sworn to before me this 27th day of June 2005, by Steven J. Helmers.



[Signature]
 Notary Public
 My Commission Expires: 8/17/2007

Int. Cl.: 38

Prior U.S. Cls.: 100, 101, and 104

United States Patent and Trademark Office

Reg. No. 2,433,942

Registered Mar. 6, 2001

**SERVICE MARK
PRINCIPAL REGISTER**

BLACK HILLS FIBERCOM

BLACK HILLS FIBER SYSTEMS, INC. (SOUTH
DAKOTA CORPORATION)
P. O. BOX 1400
RAPID CITY, SD 577091400

FOR: TELECOMMUNICATIONS SERVICES,
NAMELY, PERSONAL AND BUSINESS COMMUNI-
CATION SERVICES, CABLE TELEVISION TRANS-
MISSION SERVICES, COMMUNICATION

SERVICES, NAMELY, PROVIDING ELECTRONIC
DATA TRANSMISSION SERVICES, IN CLASS 38
(U.S. CLS. 100, 101 AND 104).

FIRST USE 9-18-1998; IN COMMERCE 9-18-1998.

SN 75-545,338, FILED 8-31-1998.

KENNETH D. BATTLE, EXAMINING ATTORNEY

EXHIBIT A