

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                       |  |
|----------------------------------|--|-----------------------|--|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |                       |  |
| <b>NATURE OF CONVEYANCE:</b>     | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL   |                       |  |
| <b>CONVEYING PARTY DATA</b>      |  |                       |  |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>                         |
| Black Hills FiberCom, L.L.C.     |  | 06/27/2005            | Limited Liability<br>Company: SOUTH DAKOTA |
| <b>RECEIVING PARTY DATA</b>      |  |                       |  |
| <b>Name:</b>                     | Black Hills Corporation  |                       |  |
| <b>Street Address:</b>           | 625 Ninth Street   |                       |  |
| <b>City:</b>                     | Rapid City   |                       |  |
| <b>State/Country:</b>            | SOUTH DAKOTA   |                       |  |
| <b>Postal Code:</b>              | 57701  |                       |  |
| <b>Entity Type:</b>              | CORPORATION: SOUTH DAKOTA  |                       |  |
| <b>PROPERTY NUMBERS Total: 1</b> |  |                       |  |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |  |
| Registration Number:             | 2678520  | BLACK HILLS FIBERCOM  |  |
| <b>CORRESPONDENCE DATA</b>       |  |                       |  |
| <b>Fax Number:</b>               | (605)721-2550  |                       |  |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |  |
| <b>Phone:</b>                    | 605.721.2303   |                       |  |
| <b>Email:</b>                    | jriske@bh-corp.com   |                       |  |
| <b>Correspondent Name:</b>       | Steven J. Helmers  |                       |  |
| <b>Address Line 1:</b>           | 625 Ninth Street   |                       |  |
| <b>Address Line 4:</b>           | Rapid City, SOUTH DAKOTA 57701   |                       |  |
| <b>NAME OF SUBMITTER:</b>        | Steven J. Helmers  |                       |  |
| <b>Signature:</b>                | /steven j. helmers/  |                       |  |
| <b>Date:</b>                     | 06/27/2005   |                       |  |

OP \$40.00 2678520

Total Attachments: 3

**900027256**

**TRADEMARK  
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## TRADEMARK ASSIGNMENT

**THIS ASSIGNMENT** ("Assignment") is made, entered into and effective as of the 30<sup>th</sup> day of June, 2005, by and between Black Hills FiberCom, L.L.C., a South Dakota limited liability company ("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 FiberCom, L.L.C.

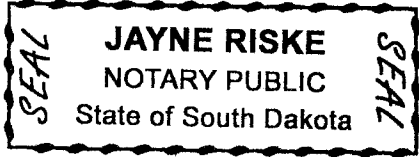
Black Hills Corporation

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 )

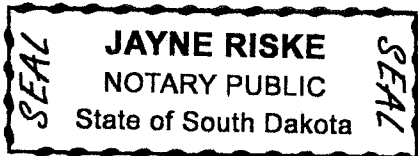
The foregoing Trademark Assignment was subscribed and sworn to before me this 22<sup>nd</sup> day of June 2005, by Mark T. Thies.



[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 27<sup>th</sup> 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. 2,678,520

Registered Jan. 21, 2003

**SERVICE MARK  
PRINCIPAL REGISTER**



BLACK HILLS FIBERCOM LLC (SOUTH DAKOTA L.L.C.)  
809 DEADWOOD AVENUE  
RAPID CITY, SD 57702

THROUGH ONE CABLE INTO THEIR HOMES AND BUSINESSES, IN CLASS 38 (U.S. CLS. 100, 101 AND 104).

FIRST USE 11-1-1998; IN COMMERCE 11-1-1998.

FOR: COMMUNICATION SERVICES PROVIDING, NAMELY, LOCAL AND LONG DISTANCE TELEPHONE SERVICE, EXPANDED CABLE TELEVISION TRANSMISSION, MULTIPLE-USER ACCESS TO A GLOBAL COMPUTER INFORMATION NETWORK, ELECTRONIC TRANSMISSION OF HIGH-SPEED DATA, VIDEO NARROWCASTING SERVICES, AND VIDEO BROADCASTING SERVICES, WHICH ENABLES CUSTOMERS TO RECEIVE ALL THEIR COMMUNICATIONS SERVICES

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "BLACK HILLS", APART FROM THE MARK AS SHOWN.

SN 75-784,971, FILED 10-30-1999.

DARRYL SPRUILL, EXAMINING ATTORNEY

**EXHIBIT A**