

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
PrairieWave Communications, Inc.		06/30/2005	CORPORATION: DELAWARE
Black Hills FiberCom, L.L.C.		06/30/2005	Limited Liability Company: SOUTH DAKOTA

RECEIVING PARTY DATA

Name:	Merrill Lynch PCG, Inc.
Street Address:	4 World Financial Center
City:	New York
State/Country:	NEW YORK
Postal Code:	10080
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2295383	DTG DAKOTA TELECOMMUNICATIONS GROUP
Registration Number:	2814251	
Registration Number:	2800226	BLACK HILLS FIBERCOM KIDS CLUB BH
Registration Number:	2643059	GET ON THE RIGHT SIDE OF THE DIGITAL DIVIDE
Registration Number:	2797516	I LINK ADVANTAGE
Registration Number:	2681348	MAKE ALL THE RIGHT CONNECTIONS
Registration Number:	2594796	NO ONE ELSE HAS OUR CONNECTIONS
Registration Number:	2740364	BLACK HILLS FIBERCOM PC CONNECTION PLACE
Registration Number:	2842854	PC PLUS PACKAGE
Registration Number:	2663373	PC WORKS

CORRESPONDENCE DATA

Fax Number: (212)310-8007

CH \$265.00 2295383

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: tina.sessions@weil.com, phyllis.erehtaggio@weil.com
Correspondent Name: Weil, Gotshal & Manges c/o Tina Sessions
Address Line 1: 767 5th Avenue
Address Line 4: New York, NEW YORK 10153

NAME OF SUBMITTER:	Tina Sessions
Signature:	/Tina Sessions/
Date:	07/05/2005

Total Attachments: 5

source=Merrill 2nd Lien TM#page1.tif
source=Merrill 2nd Lien TM#page2.tif
source=Merrill 2nd Lien TM#page3.tif
source=Merrill 2nd Lien TM#page4.tif
source=Merrill 2nd Lien TM#page5.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2005, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Merrill Lynch PCG, Inc., as grantee (the "Grantee").

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of June 30, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among the Borrower, Holdings and Lender, Lender has agreed to make an extension of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Second Lien Guaranty and Security Agreement of even date herewith in favor of the Grantee (the "Second Lien Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Second Lien Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Second Lien Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Second Lien Credit Agreement and to induce the Lender to make its respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Grantee as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Second Lien Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Grantee, and grants to the Grantee a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Second Lien Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Grantee pursuant to the Second Lien Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Lien Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PRAIRIEWAVE COMMUNICATIONS, INC.
as Grantor

By: Bruce D Herman
Name: Bruce A. Herman
Title: President

BLACK HILLS FIBERCOM, LLC
as Grantor

By: Bruce D Herman
Name: Bruce D. Herman
Title: President

ACCEPTED AND AGREED
as of the date first above written:

MERRILL LYNCH, PCG, INC.
as Grantee

By: _____
Name:
Title:

ACKNOWLEDGMENT OF GRANTOR

STATE OF South Dakota
COUNTY OF Lincoln } ss.

On this ___ day of _____, 20__ before me personally appeared Bruce D Herman, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Prairiewave Comm who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Black Hills Fiber Com LLC

Kristie Lyngstad
Notary Public

KRISTIE LYGSTAD
Notary Public, South Dakota
My Commission Expires June 7, 2007

[SIGNATURE AND ACKNOWLEDGEMENT PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PRAIRIEWAVE COMMUNICATIONS, INC.
as Grantor


By: _____
Name:
Title:

BLACK HILLS FIBERCOM, L.L.C.
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

MERRILL LYNCH PCG, INC.
as Grantee

By: 
Name: *T. Hanson*
Title: *President*

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)
) ss.
COUNTY OF _____)

On this ___ day of _____, 20__ before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of _____, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

[SIGNATURE AND ACKNOWLEDGEMENT PAGE TO TRADEMARK SECURITY AGREEMENT]

**Schedule 1
To
Trademark Security Agreement**

PrairieWave Entities

PrairieWave Communications, Inc. United States Trademark Registrations

1. “DTG Dakota Telecommunications Group (and Design)” - U.S. Reg. No. 2,295,383
2. Miscellaneous Design - U.S. Reg. No. 2,814,251

Black Hills Entities

Black Hills FiberCom, LLC United States Trademark Registrations

1. BLACK HILLS FIBERCOM KIDS CLUB (and Design) – Reg. No. 2,800,226
2. GET ON THE RIGHT SIDE OF THE DIGITAL DIVIDE – Reg. No. 2,643,059
3. I-LINK ADVANTAGE – Reg. No. 2,797,516
4. MAKE ALL THE RIGHT CONNECTIONS – Reg. No. 2,681,348
5. NO ONE ELSE HAS OUR CONNECTIONS – Reg. No. 2,594,796
6. BLACK HILLS FIBERCOM PC CONNECTIONS PLACE (and Design) – Reg. No. 2,740,364
7. PC PLUS PACKAGE – Reg. No. 2,842,854
8. PC WORKS – Reg. No. 2,663,373