

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
EFFECTIVE DATE:	10/13/2005		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Buffalo Valley Telephone Company		10/13/2005	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	NuVox, Inc.		
Street Address:	Two North Main Street		
City:	Greenville		
State/Country:	SOUTH CAROLINA		
Postal Code:	29601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1699946	BECAUSE YOUR BUSINESS IS ON THE LINE	
CORRESPONDENCE DATA			
Fax Number:	(202)756-8087		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	202.756.8362		
Email:	mblakeslee@mwe.com		
Correspondent Name:	Melise R. Blakeslee		
Address Line 1:	600 13th Street, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	070638.0010		
NAME OF SUBMITTER:	Melise R. Blakeslee		
Signature:	/MRB/		

CH \$40.00 1699946

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TRADEMARK
REEL: 003215 FRAME: 0897

Date:

12/22/2005

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment"), dated October 13, 2005, is entered into by and between **Buffalo Valley Telephone Company**, a Pennsylvania corporation ("**Buffalo Valley**"), with a principal place of business at 20 South Second Street, Lewisburg, Pennsylvania 17837 and **NuVox, Inc.**, a Delaware corporation ("**NuVox**"), with a place of business at Two North Main Street, Greenville, South Carolina 29601, each individually referred to as a "**Party**" and collectively referred to as the "**Parties**."

RECITALS

WHEREAS, Buffalo Valley is the owner of the trademark "**BECAUSE YOUR BUSINESS IS ON THE LINE**," Registration No. 1,699,946 (the "**Mark**").

WHEREAS, NuVox is desirous of acquiring the full right, title and interest in, to and under the Mark and the goodwill accrued in connection and associated therewith.

NOW, THEREFORE, in consideration of the foregoing, the payment of [REDACTED] and the mutual promises, covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. ASSIGNMENT

(A) Buffalo Valley hereby sells, grants, assigns and conveys to NuVox all right, title and interest, together with all goodwill accrued in the Mark, in any country of the world, in and to the Mark, all common law rights relating thereto, all registrations and recordings thereof, and applications connected therewith, all renewals, variations and derivations of any of the foregoing, damages and payments now or hereafter due, including, the right to sue for past, present and future infringements of any of the foregoing.

(B) Buffalo Valley agrees that it will or will make an affiliated entity execute and deliver all such instruments and other documents as may be necessary, or desirable to perfect NuVox's title in, to and under the Mark.

2. PAYMENT

In consideration of Buffalo Valley's assignment in Section 1 and of all other promises, undertakings, representations and warranties contained in this Assignment, NuVox shall pay Buffalo Valley [REDACTED] upon NuVox's counsel's receipt of this executed Assignment.

3. REPRESENTATION AND WARRANTIES BY BUFFALO VALLEY

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4. MISCELLANEOUS PROVISIONS

(A) This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single agreement.

(B) This Assignment shall be governed by, and construed in accordance with, the laws of Pennsylvania, without giving effect to any conflict of law provisions thereof, and the applicable federal laws of the United States of America, pursuant to Title 15 of the U.S. Code.

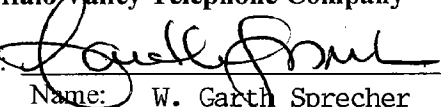
(C) The Parties agree that they will maintain the terms of the Assignment as confidential for a period of three (3) years and will not disclose the contents thereof to any Third Party unless required by applicable law.

(C) The Parties agree that they will maintain the terms of the Assignment as confidential for a period of three (3) years and will not disclose the contents thereof to any Third Party unless required by applicable law.

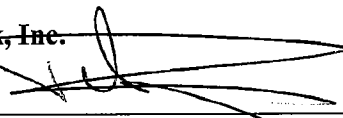
(D) This Assignment constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Assignment and supersedes all prior and contemporaneous understandings or agreements of the Parties. This Assignment may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No Party has been induced to enter into this Assignment by, nor is any Party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Assignment.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound thereby, have executed this Assignment by their duly respective officers as of the date first written above.

Buffalo Valley Telephone Company

By: 
Name: W. Garth Sprecher
Title: Vice President & Secretary

NuVox, Inc.

By: 
Name: Riley M. Murphy
Title: General Counsel