

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
KCP&L Greater Missouri Operations Company	FORMERLY Aquila, Inc.	04/13/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Black Hills Corporation		
Street Address:	625 Ninth Street		
Internal Address:	6th Floor		
City:	Rapid City		
State/Country:	SOUTH DAKOTA		
Postal Code:	57701		
Entity Type:	CORPORATION: SOUTH DAKOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1784422	SERVICE GUARD	
Registration Number:	3101502	SERVICE GUARD A DIVISION OF AQUILA	
CORRESPONDENCE DATA			
Fax Number:	(605)721-2550		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	605-721-2300		
Email:	leeann.steckler@blackhillscorp.com		
Correspondent Name:	Steven J. Helmers		
Address Line 1:	625 Ninth Street		
Address Line 2:	6th Floor		
Address Line 4:	Rapid City, SOUTH DAKOTA 57701		
NAME OF SUBMITTER:	Steven J. Helmers		
Signature:	/Steven J. Helmers/		

OP \$65.00 1784422

Date:

06/05/2009

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is entered into as of 13th day of April, 2009 by and among KCP&L Greater Missouri Operations Company f/k/a Aquila, Inc., a Delaware corporation ("Assignor"), and Black Hills Corporation, a South Dakota corporation ("Assignee").

WHEREAS, Assignor is the owner of the trademarks listed on Exhibit A and all common law rights in the trademark SERVICE GUARD (collectively, the "Marks");

WHEREAS, Assignor wishes to assign the entire rights, title and interest in and to the Marks and the goodwill to Assignee and Assignee desires to assume such Marks and the goodwill and the respective parts of the business related thereto.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns, transfers and sets over unto Assignee all of Assignor's right, title and interest in and to the Marks together with that portion of the goodwill related to the Marks connected with the use of and symbolized by the Marks and the know how associated with and necessary to control the nature and quality of goods associated with the Marks, and all causes of action, past, present and future for infringement of the Marks.

2. Assignor further covenants and agrees that it will, at any time upon request, execute and deliver any and all documents that may be necessary or desirable to perfect the title to the Marks in Assignee, its successors and assigns, and that it will, at any time upon request, communicate to Assignee, its successors and assigns, such facts relating to the Marks or the history thereof as may be known to it.

3. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Missouri without reference to choice of law rules. Any dispute arising under or in connection with this Agreement shall be resolved in the federal courts in and for Jackson County, Missouri, and the parties hereby submit to the exclusive jurisdiction of such courts in respect of any such proceeding.

4. This Agreement may not be amended, modified or supplemented except by written agreement duly executed by both parties.

5. Assignor agrees not to challenge or assist or cooperate with any third party challenging or taking any position contrary to or inconsistent with Assignee's sole and exclusive right in and to the Marks or the validity of the Marks.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ASSIGNOR:

**KCP&L Greater Missouri Operations
Company f/k/a Aquila, Inc.,
a Delaware corporation**

By: 

Name: William G. Riggins

Title: General Counsel & Chief Legal Officer

ASSIGNEE:


**Black Hills Corporation,
a South Dakota corporation**

By: 

Name: Steven J. Helmers

Title: Sr. Vice President & General Counsel

EXHIBIT A

Trademark	Registration Date	Brief Goods/Services	Ser./Reg./App. No.
SERVICE GUARD	July 27, 1993	(Int'l Class: 37) Appliance repair and maintenance services	SN:74-301063 RN:1,784,422
SERVICE GUARD A DIVISION OF AQUILA and Design 	June 6, 2006	(Int'l Class: 36) Underwriting prepaid warranty programs in the field of appliance maintenance and repairs; providing extended warranties and prepaid preventative maintenance service plans for residential appliances and electronic products and plumbing and utility systems	SN:78-270302 RN:3,101,502