

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
Sherburne Tele Systems, Inc.		07/01/2009	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Lakedale Communications, LLC
Street Address:	9938 State Highway 55 N.W.
City:	Annandale
State/Country:	MINNESOTA
Postal Code:	55302
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3155351	COMPETITIVE PHONE AND BROADBAND INTERNET
Registration Number:	2157659	CONNECTIONS ETC.
Registration Number:	2391845	NORTHSTAR ACCESS
Registration Number:	3254881	NORTHSTAR ACCESS
Registration Number:	1909459	SHERBURNE CABLE-COM, INC.
Registration Number:	1558456	SHERBURNE COUNTY RURAL TELEPHONE COMPANY
Registration Number:	1909460	SHERBURNE FIBER-COM, INC.
Registration Number:	1940151	SHERBURNE LONG DISTANCE, INC.
Registration Number:	1587206	SHERBURNE TEL-COM INC.
Registration Number:	1724259	SHERBURNE TEL-COM, INC.
Registration Number:	1813119	SHERBURNE TELE-SYSTEMS, INC.

CORRESPONDENCE DATA

Fax Number: (612)492-7077
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900138632

**TRADEMARK
 REEL: 004024 FRAME: 0286**

OP \$290.00 3155351

Phone: 612-492-7000
Email: ip@fredlaw.com
Correspondent Name: John Parzych
Address Line 1: Fredrikson & Byron, P.A.
Address Line 2: 200 South Sixth Street, Suite 4000
Address Line 4: Minneapolis, MINNESOTA 55402-1425

NAME OF SUBMITTER:	Patricia A. Larson
Signature:	/Patricia A. Larson/
Date:	07/14/2009

Total Attachments: 4
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**INTELLECTUAL PROPERTY
ASSIGNMENT AND ASSUMPTION AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of July 1, 2009, is entered into by and between Lakedale Communications, LLC, a Minnesota limited liability company (the "Assignee"), and Sherburne Tele Systems, Inc., a Minnesota corporation (the "Assignor").

Recitals

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement ("Purchase Agreement"), dated as of November 21, 2008, pursuant to which Assignor has agreed to transfer to Assignee, and Assignee has agreed to acquire, certain assets, as set forth therein, including certain Intellectual Property (as defined below);

WHEREAS, Assignor is the owner of the Intellectual Property identified on the attached Schedule 1 ("Assignor Intellectual Property"); and

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to transfer to Assignee, all Assignor Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, including that set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, Assignee and Assignor agree as follows:

1. Capitalized Terms. For purposes of this Agreement, "Intellectual Property" shall mean all intangible rights and property of the Assignor including but not limited to licenses, business and trade names, intellectual property rights, domain names, going concern value, goodwill, telephone, telecopy and email addresses and listings. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

2. Representations and Warranties. Assignor and Assignee, by execution of this Agreement, each hereby acknowledge and agree that neither the representations and warranties nor the rights and remedies of any party under the Purchase Agreement will be deemed to be enlarged, modified or altered in any way by this instrument.

3. Assignment. Assignor hereby assigns, sells, transfers, conveys, and delivers to Assignee, all of its right, title and interest, of every kind or nature owned or otherwise held, in and to the Assignor Intellectual Property. Assignor hereby authorizes and requests the appropriate offices in any country to issue to Assignee, in its own name, any certification or registration of any Intellectual Property, which may be granted in connection with the Assignor Intellectual Property, in accordance with this Agreement.

4. Subsequent Assignment. Assignee may freely assign all or a portion of its rights under this Agreement, including its rights to the ownership and use of the Assignor Intellectual Property, without providing any notice to Assignor.

5. Further Actions. Assignor covenants and agrees, at its own expense, to execute and deliver, at the request of Assignee, such further instruments of transfer and assignment and to take such other action to more effectively consummate the assignments and assumptions contemplated by this Agreement, including directing its domain registrar to transfer domain names to Assignee.

6. Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Minnesota.

7. Counterparts. This Agreement may be executed concurrently in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

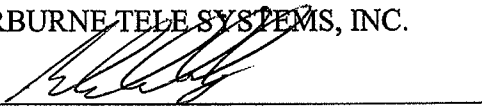
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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in the manner appropriate to each, all as of the date first above written.


SHERBURNE TELE SYSTEMS, INC.

LAKEDALE COMMUNICATIONS, LLC

By


Name: Robert K. Eddy
Its: President and Chief Executive Officer

By


Name: Craig A. Knock
Its: Chief Financial Manager

SCHEDULE 1

Assignor Intellectual Property Rights

Domain Names (including all subdomains thereof)

connections-etc.com
sherbtl.com
northstaraccess.com
sts.izoom.net
connections-etc.net
sherbtl.net
nsatel.net
izoom.net

Additional Rights included in above-listed Domain Names

All intellectual property rights owned by Assignor or held by Assignor as a licensee, including server content, copyright, trademark, service mark, patent and trade secret rights, associated with websites with home pages historically resolved to from the above domain names, including but not limited to all the text, photos, drawings, design, graphics, programming, software, and any other content associated with the Internet sites

IP Networks

208.38.64.0/18
69.176.224.0/19

Trademarks

Trademark	Registration Number
COMPETITIVE PHONE AND BROADBAND INTERNET	3,155,351
CONNECTIONS ETC.	2,157,659
IZOOM SERIOUS INTERNET SPEED ALL YOUR OWN	33833
NORTHSTAR ACCESS	2,391,845
NORTHSTAR ACCESS, Plus Design	3,254,881
SHERBURNE CABLE-COM, INC., Plus Design	1,909,459
SHERBURNE COUNTY RURAL TELEPHONE COMPANY, Plus Design	1,558,456
SHERBURNE FIBER-COM, INC., Plus Design	1,909,460
SHERBURNE LONG DISTANCE, INC., Plus Design	1,940,151
SHERBURNE TEL-COM INC.	1,587,206
SHERBURNE TEL-COM, INC., Plus Design	1,724,259
SHERBURNE TELE-SYSTEMS, INC., Plus Design	1,813,119