

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
NorthWestern Services, LLC		04/05/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	NorthWestern Corporation		
Doing Business As:	DBA NorthWestern Energy		
Street Address:	3010 West 69th Street		
City:	Sioux Falls		
State/Country:	SOUTH DAKOTA		
Postal Code:	57108		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2861693	NORTHWESTERN ENERGY	
Registration Number:	2972600	NORTHWESTERN ENERGY	
CORRESPONDENCE DATA			
Fax Number:	(612)335-1657		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-335-1448		
Email:	eric.paulsrud@leonard.com		
Correspondent Name:	Eric D. Paulsrud		
Address Line 1:	150 South 5th Street		
Address Line 2:	Suite 2300		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	52323.00040		
NAME OF SUBMITTER:	Eric D. Paulsrud		

OP \$65.00 2861693

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**TRADEMARK
 REEL: 004180 FRAME: 0576**

Signature:	/Eric D. Paulsrud/
Date:	04/06/2010
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ASSIGNMENT OF MARKS

WHEREAS, NorthWestern Services, LLC, a Delaware limited liability company with offices at 3010 West 69th Street, Sioux Falls, South Dakota 57108 (“**Assignor**”), desires to assign certain service marks to NorthWestern Corporation, a Delaware corporation d/b/a NorthWestern Energy with offices at 3010 West 69th Street, Sioux Falls, SD 57108 (“**Assignee**”), and Assignee desires to accept the assignment of such service marks; and


WHEREAS, Assignor is the owner of certain service marks within the United States of America as set forth in Schedule A attached hereto (“**Service Marks**”);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, Assignor does hereby sell, assign and transfer unto Assignee all right, title, and interest in and to the Service Marks, together with the goodwill of the business symbolized by the Service Marks, and the registrations identified in Schedule A, as well as any and all claims, demands, causes of action, rights to sue or other rights occasioned from or because of any and all past infringement of such Service Marks and the right to collect damages therefor. Assignor further agrees that upon request, it shall execute any and all documents necessary to vest all rights, title and interest in and to the Service Marks and the registrations set forth in Schedule A.

This Assignment is binding on Assignor, its successors and assigns, and will inure to the benefit of the Assignee, its successors and assigns. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, corporation or entity other than Assignee, its successors and assigns, any remedy or claim under or by reason of this instrument, or any terms, covenants or conditions hereof, and all the terms, covenants and conditions in this instrument shall be for the sole and exclusive benefit of Assignee and its successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed on the date set forth below.

Date: April 5, 2010

By: 
Its: Timothy P. Olson
Secretary

Schedule A

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
NORTHWESTERN ENERGY	USA	2861693	July 6, 2004
NORTHWESTERN ENERGY	USA	2972600	July 19, 2005