

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
Baja Broadband, LLC		08/01/2013	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	TDS Baja Broadband LLC		
Street Address:	525 Junction Road		
City:	Madison		
State/Country:	WISCONSIN		
Postal Code:	53717		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3644043	BAJA BROADBAND	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	717 N. Harwood St., Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	6343-12310		
NAME OF SUBMITTER:	Dusan Clark		
Signature:	/Dusan Clark/		

CH \$40.00 3644043

Date:

10/28/2013

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into effective as of the date of the later signature below (the "Effective Date"), by and between Baja Broadband, LLC, a Delaware limited liability company, with a place of business at 521 Corporate Center Drive, Fort Mill, South Carolina 20707 ("Assignor"), and TDS Baja Broadband LLC, a Delaware limited liability company, with a place of business at 525 Junction Road, Madison, Wisconsin 53717 ("Assignee").

WHEREAS, Assignor is the owner of the **BAJA BROADBAND** service mark, which is registered with the United States Patent and Trademark Office for "wireless broadband communication services; cable television transmission services; providing multiple-user access to a global information network, namely, high speed and dial up internet access; local and long distance telephone services" in International Class 38, U.S. Reg. No. 3,644,043 (hereinafter the "Mark");

WHEREAS, Assignee is desirous of acquiring the Mark, all registrations or applications for registration therefor and the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, transfer, assign, deliver, and convey to Assignee and Assignee accepts all right, title and interest in and to (i) the Mark and all registrations or applications for registration therefor, together with the goodwill symbolized by the Mark; (ii) all renewals of the Mark; (iii) all licenses for the use of the Mark; (iv) all rights, income, royalties, interests, demands, claims and causes of action, both at law and in equity, for past, present or future infringement, violation or misappropriation thereof, including the right to compromise, sue for and collect damages with respect to any such infringement, violation or misappropriation; (v) any rights that Assignor may have, corresponding to any of the foregoing, throughout the world; and (vi) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives. Assignor also hereby consents to the recordation of this Agreement by Assignee with the United States Patent and Trademark Office.

FURTHER, Assignor agrees to execute and deliver at a future date any and all further acts, conveyances, transfers, assignments, instruments and assurances, without compensation, as Assignee reasonably determines are required to perfect Assignee's ownership of or title to the Mark and any registrations or applications for registration therefor and the goodwill associated therewith or to evidence the full and effective implementation and consummation of the assignment of the Mark and any registrations or applications therefor and the goodwill associated therewith.

BAJA BROADBAND, LLC

By: [Signature]
Peter Kahelin
Chief Executive Officer

Dated: August 1, 2013

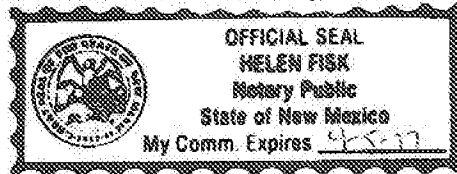
STATE OF New Mexico)
) ss:
COUNTY OF Otero)

BE IT REMEMBERED that on this 29 day of July, 2013, before me, Helen Fisk, a Notary Public of the State of New Mexico, personally appeared Peter Kahelin, to me known, who being by me duly sworn according to law, on his oath did depose and make proof to my satisfaction that he is the Chief Executive Officer of Baja Broadband, LLC, one of the entities named in and which executed the foregoing instrument, and that he signed, sealed and delivered the same for and on behalf of said entity, intending it to be legally bound thereby.

Subscribed and sworn to before me the day and year aforesaid as witness my hand and official seal.

[Signature]
NOTARY PUBLIC

(SEAL)



SEEN AND AGREED TO:

TDS BAJA BROADBAND, LLC

By: _____
Scott H. Williamson
Authorized Representative

Dated: August __, 2013

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed of the Effective Date.

BAJA BROADBAND, LLC

By: _____
Peter Kahelin
Chief Executive Officer

Dated: August 1, 2013

STATE OF _____)
) ss:
COUNTY OF _____)

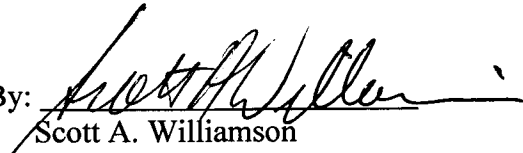
BE IT REMEMBERED that on this _____ day of _____, 2013, before me, _____, a Notary Public of the State of _____, personally appeared Peter Kahelin, to me known, who being by me duly sworn according to law, on his oath did depose and make proof to my satisfaction that he is the Chief Executive Officer of Baja Broadband, LLC, one of the entities named in and which executed the foregoing instrument, and that he signed, sealed and delivered the same for and on behalf of said entity, intending it to be legally bound thereby.

Subscribed and sworn to before me the day and year aforesaid as witness my hand and official seal.

_____ (SEAL)
NOTARY PUBLIC

SEEN AND AGREED TO:

TDS BAJA BROADBAND LLC

By: 
Scott A. Williamson
Authorized Representative

Dated: August 1, 2013