

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	11/01/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mountain Telecommunications, Inc.		11/01/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	Eschelon Operating Company, Inc.
Doing Business As:	DBA Eschelon Telecom, Inc.
Street Address:	730 Second Avenue South
Internal Address:	Suite 900
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2511663	MOUNTAIN TELECOMMUNICATIONS INC.

CORRESPONDENCE DATA

Fax Number: (612)436-6816
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 612-436-1888
 Email: gazeller@eschelon.com
 Correspondent Name: Ginny A. Zeller
 Address Line 1: 730 Second Avenue South
 Address Line 2: Suite 900
 Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	J. Jeffery Oxley
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OP \$40.00 2511663

Signature:	/jjoxley/
Date:	01/31/2007
Total Attachments: 9 source=Trademark.Registered#page1.tif source=Articles of Merger 11-01-06#page1.tif source=Articles of Merger 11-01-06#page2.tif source=Articles of Merger 11-01-06#page3.tif source=Articles of Merger 11-01-06#page4.tif source=Articles of Merger 11-01-06#page5.tif source=Articles of Merger 11-01-06#page6.tif source=Articles of Merger 11-01-06#page7.tif source=Articles of Merger 11-01-06#page8.tif	



Mountain Telecommunications, Inc.

75862077

10190 E. McKellips ■ Scottsdale, AZ 85256 ■ (602) 850-9500 ■ Fax (602) 850-9599

TRADEMARK
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Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"MOUNTAIN ACQUISITION CORP.", A DELAWARE CORPORATION,
WITH AND INTO "MOUNTAIN TELECOMMUNICATIONS, INC." UNDER THE NAME OF "MOUNTAIN TELECOMMUNICATIONS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FIRST DAY OF NOVEMBER, A.D. 2006, AT 10:41 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



3785693 8100M

061002184

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5163212

DATE: 11-01-06

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CERTIFICATE OF MERGER
MERCING
MOUNTAIN ACQUISITION CORP.

INTO
MOUNTAIN TELECOMMUNICATIONS, INC.

Pursuant to Section 251 of the
General Corporation Law of the State of Delaware

The undersigned corporation DOES HEREBY CERTIFY to the following facts relating to the merger of Mountain Acquisition Corp. into Mountain Telecommunications, Inc. (the "*Merger*"):

FIRST: The name and state of incorporation of each of the constituent corporations to the Merger are:

(a) Mountain Acquisition Corp., a corporation organized and existing under the laws of the State of Delaware (the "*Merging Corporation*"); and

(b) Mountain Telecommunications, Inc., a corporation organized and existing under the laws of the State of Delaware (the "*Surviving Corporation*").

SECOND: An Agreement and Plan of Merger, dated as of June 29, 2006, by and among Eschelon Operating Company, Inc., the Merging Corporation and the Surviving Corporation, has been approved, adopted, certified, executed and acknowledged by the Merging Corporation and the Surviving Corporation in accordance with the provisions of Section 251 of the State of Delaware General Corporation Law (the "*DGCL*").

THIRD: The name of the surviving corporation of the Merger is Mountain Telecommunications, Inc., a Delaware corporation, which shall continue to be named "Mountain Telecommunications, Inc." after the date on which the Merger becomes effective.

FOURTH: The amended and restated certificate of incorporation of the Surviving Corporation shall be amended and restated in its entirety as set forth on Exhibit A hereto, until further amended pursuant to the provisions of the DGCL.

FIFTH: The executed Merger Agreement is on file at the principal place of business of the Surviving Corporation, and the address of such principal place of business is 1430 West Broadway, Suite A-200, Tempe, AZ 85282.

SIXTH: A copy of the Merger Agreement will be furnished by Surviving Corporation, on request and at no cost, to any stockholder of Merging Corporation or Surviving Corporation.

[Signature on following page]

IN WITNESS WHEREOF, Mountain Telecommunications, Inc., a Delaware corporation, the surviving corporation to the Merger, has caused this Certificate of Merger to be signed in its corporate name and on its behalf by its Chief Executive Officer on November 1, 2006.

MOUNTAIN TELECOMMUNICATIONS, INC.,
A DELAWARE CORPORATION (THE SURVIVING CORPORATION)

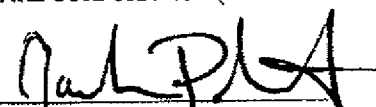
By: 
Name: Jack O. Pleiter
Title: Chief Executive Officer

Exhibit A

Amended and Restated Certificate of Incorporation of Mountain Telecommunications, Inc.

**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
MOUNTAIN TELECOMMUNICATIONS, INC.**

ARTICLE ONE

The name of the Corporation is Mountain Telecommunications, Inc. (the "Corporation")

ARTICLE TWO

The address of the Corporation's registered office in the State of Delaware is 2711 Centerville Rd., Ste. 400, in the City of Wilmington, County of New Castle, Delaware 19808. The name of its registered agent at such address is Corporation Service Company.

ARTICLE THREE

The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law (the "DGCL").

ARTICLE FOUR

The total number of shares of stock which the Corporation has authority to issue is 100 shares of Common Stock, par value \$0.001 per share (the "Common Stock"). The board of directors (the "Board of Directors") may classify and reclassify any unissued shares of capital stock by setting or changing in any one or more respects, the preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends, qualifications or terms or conditions of redemption of such shares of stock.

Except as otherwise required by applicable law, all shares of Common Stock shall be identical in all respects and shall entitle the holders thereof to the same rights and privileges, subject to the same qualifications, limitations and restrictions. The powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of the Common Stock of the Corporation are as follows:

Section 1. Voting Rights.

The holders of Common Stock shall be entitled to one vote per share on all matters to be voted on by the stockholders of the Corporation. There shall be no cumulative voting.

Section 2. Dividends.

As and when dividends are declared or paid with respect to shares of Common Stock, whether in cash, property or securities of the Corporation, the holders of Common Stock shall be entitled to receive such dividends pro rata at the same rate per share.

Section 3. Liquidation.

The holders of the Common Stock shall be entitled to participate pro rata at the same rate per share in all distributions to the holders of Common Stock in any liquidation, dissolution or winding up of the Corporation.

Section 4. Authorization.

Notwithstanding the provisions of Section 242(b)(2) of the DGCL, the number of shares of authorized Common Stock of the Corporation may be increased or decreased by the affirmative vote of the holders of a majority of the outstanding shares of capital stock of the Corporation entitled to vote thereon, voting together as a single class.

Section 5. Registration of Transfer.

The Corporation shall keep at its principal office (or such other place as the Corporation reasonably designates) a register for the registration of shares of Common Stock. Upon the surrender of any certificate representing shares of any class of Common Stock at such place, the Corporation shall, at the request of the record holder of such certificate, execute and deliver (at the Corporation's expense) a new certificate or certificates in exchange therefor representing in the aggregate the number of shares of such class represented by the surrendered certificate and the Corporation shall forthwith cancel such surrendered certificate. Each such new certificate shall be registered in such name and shall represent such number of shares of such class as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate. The issuance of new certificates shall be made without charge to the holders of the surrendered certificates for any issuance tax in respect thereof or other cost incurred by the Corporation in connection with such issuance.

Section 6. Replacement.

Upon receipt of evidence reasonably satisfactory to the Corporation (provided, that an affidavit of the registered holder will be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing one or more shares of any class of Common Stock, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Corporation (provided that if the holder is a financial institution or other institutional investor its own agreement will be satisfactory), or, in the case of any such mutilation upon surrender of such certificate, the Corporation shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of shares of such class represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate.

Section 7. Notices.

All notices referred to herein shall be in writing, and shall be delivered by registered or certified mail, return receipt requested, postage prepaid, and shall be deemed to have been given when so mailed (i) to the Corporation at its principal executive offices and (ii) to any stockholder at such holder's address as it appears in the stock records of the Corporation (unless otherwise specified in a written notice to the Corporation by such holder).

Section 8. Amendment and Waiver.

No amendment or waiver of any provision of this Article Four shall be effective without the prior consent of the holders of a majority of the then outstanding shares of Common Stock voting together as a single class.

ARTICLE FIVE

The number of directors of the Corporation (the "Directors") shall be as fixed from time to time by or pursuant to the by-laws of the Corporation (the "Bylaws"). No Director of the Corporation need be a stockholder of the Corporation.

ARTICLE SIX

The Corporation is to have perpetual existence.

ARTICLE SEVEN

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors of the Corporation is expressly authorized to make, alter or repeal the By-Laws of the Corporation.

ARTICLE EIGHT

Meetings of stockholders may be held within or without the State of Delaware, as the By-Laws of the Corporation may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the By-Laws of the Corporation. Election of Directors need not be by written ballot unless the By-Laws of the Corporation so provide.

ARTICLE NINE

No Director of the Corporation shall be personally liable to the Corporation or to any stockholder for monetary damages for breach of fiduciary duty as a Director, provided that this provision shall not limit the liability of a Director (i) for any breach of the Director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the DGCL or (iv) for any transaction from which the Director derived an improper personal benefit.

If the DGCL or any other statute of the State of Delaware hereafter is amended to authorize the further elimination or limitation of the liability of Directors of the Corporation, then the liability of a Director of the Corporation shall be limited to the fullest extent permitted by the statutes of the State of Delaware, as so amended, and such elimination or limitation of liability shall be in addition to, and not in lieu of, the limitation on the liability of a Director provided by the foregoing provisions of this Article Nine.

Any repeal or amendment of this Article Nine shall be prospective only and shall not adversely affect any limitation on the liability of a Director of the Corporation existing at the time of such repeal or amendment.

ARTICLE TEN

To the maximum extent permitted by law, the Corporation shall indemnify fully any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative) by reason of the fact that such person is or was a Director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against all expenses (including attorneys' fees), judgments, fines and

amounts paid in settlement actually and reasonably incurred by such person or on such person's behalf in connection with such action, suit or proceeding and any appeal therefrom.

To the extent permitted by law, the Corporation may indemnify fully any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative) by reason of the fact that such person is or was an employee or agent of the Corporation, or is or was serving at the request of the Corporation as an employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding.

The Corporation shall, if so requested by a Director or officer, advance expenses (including attorneys' fees) incurred by a Director or officer in advance of the final disposition of such action, suit or proceeding upon the receipt of an undertaking by and on behalf of the Director or officer to repay such amount if it shall ultimately be determined that such Director or officer is not entitled to indemnification. The Corporation may advance expenses (including attorneys' fees) incurred by an employee or agent in advance of the final disposition of such action, suit or proceeding upon such terms and conditions, if any, as the Board of Directors deems appropriate.

ARTICLE ELEVEN

The Corporation expressly elects not to be governed by Section 203 of the DGCL.

ARTICLE TWELVE

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed herein and by the laws of the State of Delaware, and all rights conferred upon stockholders herein are granted subject to this reservation.