

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		04/03/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	Black Hills Fibercom, LLC
Street Address:	1241 O.G. Skinne Drive
City:	West Point
State/Country:	GEORGIA
Postal Code:	31833
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2797516	I LINK ADVANTAGE
Registration Number:	2594796	NO ONE ELSE HAS OUR CONNECTIONS
Registration Number:	2681348	MAKE ALL THE RIGHT CONNECTIONS
Registration Number:	2800226	BLACK HILLS FIBERCOM KIDS CLUB BH
Registration Number:	2643059	GET ON THE RIGHT SIDE OF THE DIGITAL DIVIDE
Registration Number:	2824854	MONUMENTAL SECURE
Registration Number:	2740364	BLACK HILLS FIBERCOM PC CONNECTION PLACE
Registration Number:	2663373	PC WORKS
Registration Number:	2295383	DTG DAKOTA TELECOMMUNICATIONS GROUP

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: kristopher.villarreal@weil.com, phyllis.depaola@weil.com

CH \$240.00 2797516

Correspondent Name: Weil,Gotshal&Manges c/o KristVillarreal
Address Line 1: 767 5th Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:

42165.0125

NAME OF SUBMITTER:

Kristopher Villarreal

Signature:

/Kristopher Villarreal/

Date:

04/04/2007

Total Attachments: 3

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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (this "Release") is made as of April 3, 2007, by General Electric Capital Corporation, as administrative agent and collateral agent for the secured parties referred to in the Credit Agreement (defined below) (the "Secured Party").

WITNESSETH:

WHEREAS, reference is made to (i) that certain First Lien Credit Agreement, dated as of June 30, 2005 (as amended and in effect on the date hereof, the "Credit Agreement") and (ii) that certain First Lien Guaranty and Security Agreement, dated as of June 30, 2005 (the "Guaranty and Security Agreement");

WHEREAS, pursuant to the Guaranty and Security Agreement, the grantors thereunder, including Black Hills Fibercom, L.L.C. ("Black Hills Fibercom"), (collectively, the "Grantors") have granted a security interest to the Secured Party in substantially all assets of the Grantors to secure the obligations under the Credit Agreement;

WHEREAS, in connection therewith, Black Hills Fibercom entered into that certain Trademark Security Agreement, dated as of June 30, 2005 (the "Trademark Security Agreement" and together with the Guaranty and Security Agreement, collectively, the "Security Agreements") and granted a security interest to the Secured Party in certain trademark registrations and the goodwill associated therewith, set forth on Exhibit A attached hereto and made a part hereof (those trademark registrations listed on Exhibit A are collectively referred to as the "Trademarks" for the purposes of this Release); and

WHEREAS, the Trademark Security Agreement was recorded with the Assignment Division of the United States Patent and Trademark Office on July 5, 2005 at Reel 3116, Frame 0329.

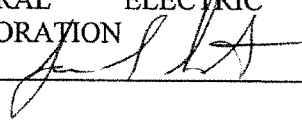
NOW THEREFORE, in consideration for the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Secured Party hereby releases its security interest in the Trademarks originally granted to Secured Party pursuant to the Security Agreements.
2. Secured Party, to the extent granted in the Security Agreements, hereby assigns, grants and otherwise re-conveys to Black Hills Fibercom, all of its right, title and interest in and to the Trademarks and all goodwill associated therewith originally granted to Secured Party pursuant to the Security Agreements.
3. Upon the request of Black Hills Fibercom, Secured Party further agrees to execute all documents necessary to demonstrate and confirm the parties' intent under this Release.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Release of Trademark Security Interest to be duly executed by its duly authorized officer as of the day and year first above written.

GENERAL ELECTRIC CAPITAL
CORPORATION

By:  _____

Name:

Title:

Jason Soto
Authorized Signatory

IP Termination – Black Hills Fibercom, L.L.C.

TRADEMARK
REEL: 003514 FRAME: 0671

EXHIBIT A TO TRADEMARK RELEASE

U.S. Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.	I LINK ADVANTAGE & Design	2,797,516	23-Dec-03
U.S.	NO ONE ELSE HAS OUR CONNECTIONS	2,594,796	16-Jul-02
U.S.	MAKE ALL THE RIGHT CONNECTIONS	2,681,348	28-Jan-03
U.S.	BLACK HILLS FIBERCOM KIDS CLUB BH & Design	2,800,226	30-Dec-03
U.S.	GET ON THE RIGHT SIDE OF THE DIGITAL DIVIDE	2,643,059	29-Oct-02
U.S.	PC PLUS PACKAGE	2,824,854	18-May-04
U.S.	BLACK HILLS FIBERCOM PC CONNECTION PLACE & Design	2,740,364	22-Jul-03
U.S.	PC WORKS	2,663,373	17-Dec-02
U.S.	DTG DAKOTA TELECOMMUNICATIONS GROUP	2,295,383	30-Nov-99