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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101503453

10-18-00

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☐ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- ☐ Merger
- ☐ Change of Name
- ☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☐ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- ☒ Corporation ☐ Association
- ☐ Other
- ☐ Citizenship/State of Incorporation/Organization

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

FORM PTO-1618B
Expires 06/30/99
OMB 0651-0027

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U.S. Department of Commerce
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TRADEMARK

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

212-310-8792

Name

Sasson Marcus

Address (line 1)

WEIL, GOTSHAL & MANGES LLP

Address (line 2)

767 Fifth Avenue, New York New York 10153-0119

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document
including any attachments.

#

6

Trademark Application Number(s) or Registration Number(s)



Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75/849942

75/912112

75/911987

75/912467

75/909980

75/929931

75/909981

75/911989

Number of Properties

Enter the total number of properties involved.

#

8

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

215.00

Method of Payment:

Enclosed ☒Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Terrence J. Anderson, EVP

Name of Person Signing

Signature

10/10/00

Date Signed

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is made as of October 10, 2000 (together with all amendments, if any, from time to time hereto, this "Agreement"), by BROADVIEW NETWORKS, INC., the "Grantor", in favor of NTFC Capital Corporation, in its capacity as Administrative Agent for the Secured Parties (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, dated as of October __, 2000 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") among Broadview Networks Holdings, Inc., as Guarantor and Borrower Representative, Broadview Networks, Inc., Open Support Systems LLC, Broadview Networks of Massachusetts, Inc. and Broadview Networks of Virginia, Inc., as Borrowers and Subsidiary Guarantors, the Lenders from time to time party thereto, NTFC Capital Corporation, as Administrative Agent for the Lenders, First Union National Bank, as Syndication Agent for the Lenders and CIT Lending Services Corporation, as Documentation Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to the Loan Agreement pursuant to which it is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, Syndication Agent, the Documentation Agent and the Administrative Agent to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Administrative Agent for itself and the ratable benefit of the Secured Parties as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter created, adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and the right to obtain all renewals thereof (collectively, "Trademarks") and (ii) any agreement, whether written or oral, providing for the grant by or to the Grantor of any right to use any Trademark to which the

Grantor is a party (collectively, "Trademark Licenses"), each including as referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including any claim by the Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for itself and the ratable benefit of the Secured Parties pursuant to the Loan Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the law of the State of New York, without regard to conflicts of laws principles (other than Section 5-1401 and Section 5-1402 of the General Obligations Laws of the State of New York).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

BROADVIEW NETWORKS, INC.

By: 

Name: Terrence J. Anderson

Title: Executive Vice President - Finance

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York)
COUNTY OF New York) ss.


On this 12th day of October, 2000 before me personally appeared Terrence J. Anderson proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of BROADVIEW NETWORKS, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Wendy W. Tinkler
Notary Public

WENDY W. TINKLER
NOTARY PUBLIC, State of New York
No. 01TI5003724
Qualified in New York County
Commission Expires Nov. 2, 2000

Accepted and Agreed:

NTFC CAPITAL CORPORATION,
as Administrative Agent

By: 

Name: Ronald L. Heiken

Title: Vice President

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

None.

B. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Filing No.</u>	<u>Filing Date</u>
Eye Design	75/849942	November 16, 1999
Smart3	75/912467	February 4, 2000
Smarteracquire	75/909981	February 4, 2000
Smarterbuild	75/912112	February 7, 2000
Smartercare	75/909980	February 4, 2000
One Touch	75/911989	February 7, 2000
One Touch Care	75/911987	February 7, 2000
Broadspeed	75/929931	February 28, 2000

C. TRADEMARK LICENSES

None.