

11-02-2000



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

8

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

75108176

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

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS

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

U.S. Department of Commerce
Patent and Trademark Office
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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

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)		
<input type="text" value="75/908976"/>	<input type="text" value="75/907753"/>	<input type="text" value="75/911857"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/908874"/>	<input type="text" value="75/907754"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/908984"/>	<input type="text" value="75/900986"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

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 10/10/00

Name of Person Signing Signature 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 OPEN SUPPORT SYSTEMS LLC, 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 10, 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).

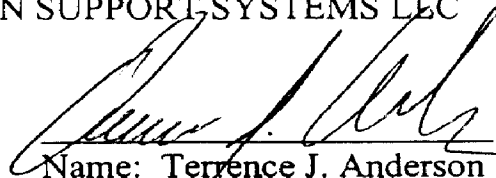
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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,

OPEN SUPPORT SYSTEMS LLC

By:



Name: Terrence J. Anderson

Title: Executive Vice President - Finance

ACKNOWLEDGEMENT OF GRANTOR

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

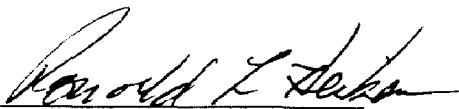
On this 12th day of October, 2000 before me personally appeared Terrance J. Anderson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of OPEN SUPPORT SYSTEMS LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its members and that he acknowledged said instrument to be the free act and deed of said limited liability company.

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>
<i>OPENnet</i>	75/908976	February 2, 2000
OPENcontact	75/908874	February 2, 2000
OPENbill	75/908984	February 2, 2000
OPENfix	75/907753	February 2, 2000
OPENcare	75/907754	February 2, 2000
OPENgateway	75/900986	February 7, 2000
OPENorder	75/911857	February 7, 2000

C. TRADEMARK LICENSES

None.