

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Broadview Networks Holdings, Inc.		01/14/2005	CORPORATION: DELAWARE
Open Support Systems LLC		01/14/2005	Limited Liability Company: CONNECTICUT
Broadview Networks, Inc.		01/14/2005	CORPORATION: NEW YORK
Bridgecom International, Inc.		01/14/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NTFC Capital Corporation		
Street Address:	10 Riverview Drive		
City:	Danbury		
State/Country:	CONNECTICUT		
Postal Code:	06810		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2486260	BROADSPEED	
Registration Number:	2494916	BROADVIEW NETWORKS	
Registration Number:	2559668		
Registration Number:	2828186	BROADVIEWNET.COM	
Registration Number:	2832291	SMART3	
Registration Number:	2841866	OPENNET	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	teresa.harings@weil.com		
Correspondent Name:	Weil, Gotshal & Manges LLP c/o Teresa Harings		

CH \$165.00 2486260

900018803

TRADEMARK
REEL: 003018 FRAME: 0770

Address Line 1:	767 5th Avenue
Address Line 4:	New York, NEW YORK 10153

NAME OF SUBMITTER:	Teresa Harings
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Signature:	/Teresa Harings/
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Date:	01/31/2005
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<p>Total Attachments: 6 source=BroadviewTM#page1.tif source=BroadviewTM#page2.tif source=BroadviewTM#page3.tif source=BroadviewTM#page4.tif source=BroadviewTM#page5.tif source=BroadviewTM#page6.tif</p>

PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of January 14, 2005, by BROADVIEW NETWORKS HOLDINGS, INC. and each of the other entities listed on the signature pages hereto (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of NTFC CAPITAL CORPORATION, as agent for the Lenders (as defined in the Credit Agreement referred to below) (in such capacity, the "*Administrative Agent*").

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of January 14, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among BROADVIEW NETWORKS HOLDINGS, INC. (the "*Borrower*"), the Lenders party thereto and NTFC CAPITAL CORPORATION, as agent for the Lenders, the Lenders have severally agreed to maintain loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Security Agreement of even date herewith in favor of the Administrative Agent (the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Patent and Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to maintain their respective loans to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. *Defined Terms*

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. *Grant of Security Interest in Patent and Trademark Collateral*

Each 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 Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Lenders, and grants to the Administrative Agent for the benefit of the Lenders a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Patent and Trademark Collateral*"):

- (a) all of its Patents and Patent Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;
- (b) all reissues, continuations or continuations-in-part of the foregoing;
- (c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent licensed under any Patent License;

(d) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule II hereto, but excluding in all cases all intent-to-use United States Trademark applications listed in Schedule II for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office until such amendment to allege use or statement of use has been filed, deemed in conformance, and accepted;

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

(f) all Proceeds of the foregoing, including, without limitation, any claim by 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. Security Agreement


The security interest granted pursuant to this Patent and Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Patent and Trademark Security Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

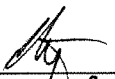
IN WITNESS WHEREOF, each Grantor has caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

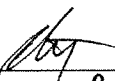
BROADVIEW NETWORKS HOLDINGS, INC.,
as Grantor

By: 
Name: Brian Crotty
Title: President and Chief Operating Officer

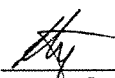
BROADVIEW NETWORKS, INC.,
as Grantor

By: 
Name: Brian Crotty
Title: President

OPEN SUPPORT SYSTEMS LLC,
as Grantor

By: 
Name: Brian Crotty
Title: President

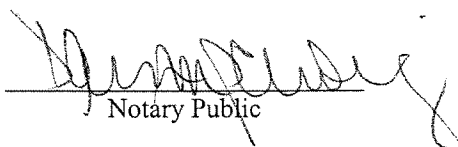
BRIDGECOM INTERNATIONAL, INC.,
as Grantor

By: 
Name: Brian Crotty
Title: President

ACKNOWLEDGMENT OF GRANTOR

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


On this 14th day of January, 2005 before me personally appeared Brian Crotty, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grants, 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.


Notary Public

DAWN M. SCHOENIG
NOTARY PUBLIC, State of New York
No. 01SC4900811
Qualified in Suffolk County
Certificate Filed in New York County
Commission Expires August 3, 2005

ACCEPTED AND AGREED
as of the date first above written:

NTFC CAPITAL CORPORATION,
as Administrative Agent

By: 
Name: Henry Cruz
Title: Vice President

[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

SCHEDULE II
TO
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks

REGISTERED TRADEMARKS

<u>Registration No.</u>	<u>Country</u>	<u>Registration Date</u>	<u>Mark</u>
2,486,260	US	September 4, 2001	BROADSPEED
2,494,916	US	October 2, 2001	BROADVIEW NETWORKS
2,559,668	US	April 9, 2002	Eye Design
2,828,186	US	March 30, 2004	BROADVIEWNET.COM
2,832,291	US	April 13, 2004	SMART3
2,841,866	US	May 11, 2004	OPENNET

UNREGISTERED TRADEMARKS

SMARTERCARE
SMARTERACQUIRE
SMARTERBUILD
ONE TOUCH
ONE TOUCH CARE
OPENFIX
OPENCARE
OPENBILL
OPENCONTACT
OPENGATEWAY
OPENORDER
BRIDGEMAIL
BRIDGECOM SYNERGY
BRIDGECOMMUNITY

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.