

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Broadview Networks Holdings, Inc.		08/23/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE CIT GROUP/BUSINESS CREDIT, INC., AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	505 Fifth Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2494916	BROADVIEW NETWORKS	
Registration Number:	2828186	BROADVIEWNET.COM	
Serial Number:	78580764	WIDER	
Serial Number:	78650371	WIDER SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)701-7711		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-701-7237		
<b>Email:</b>	cdore@mayerbrownrowe.com		
<b>Correspondent Name:</b>	Christopher Dore		
<b>Address Line 1:</b>	71 S. Wacker Drive		
<b>Address Line 2:</b>	Mayer Brown Rowe & Maw LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-4637		
<b>NAME OF SUBMITTER:</b>	Christopher Dore		
<b>Signature:</b>	/Christopher Dore/		

OP \$115.00 2494916

Date:

09/13/2006

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of August 23, 2006 by and between BROADVIEW NETWORKS HOLDINGS, INC. (the "Grantor") and THE CIT GROUP/BUSINESS CREDIT, INC., as Administrative Agent (in such capacity, the "Administrative Agent"), for the ratable benefit of the Lenders from time to time parties to the Credit Agreement, dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among by and among Broadview Networks Holdings, Inc., a Delaware corporation, Broadview Networks, Inc., a Delaware corporation, Broadview Networks of Massachusetts, Inc., a Delaware corporation, Broadview Networks of Virginia, Inc., a Virginia corporation and BridgeCom International, Inc., a Delaware corporation (collectively, the "Borrowers"), the Lenders, the Administrative Agent and Jefferies & Company, Inc., as Syndication Agent.

This Agreement is executed pursuant to the terms of a Collateral Agreement dated of even date herewith by and among the Borrowers, certain of the Borrowers' Subsidiaries party thereto and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the following property, whether tangible or intangible, whether now or hereafter existing, owned or acquired by the Grantor and wherever located: all of the Grantor's right, title and interest in and to:

(i) (a) all trademarks, rights and interests in trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith (other than each application to register any trademark or service mark prior to the filing under Applicable Law of a verified statement of use for such trademark or service mark) anywhere in the world, including, without limitation, those described on Schedule A, (b) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing, (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing, (d) the right to sue for past, present and future infringements of any of the foregoing and (e) all rights corresponding to any of the foregoing (including the goodwill) throughout the world;

(ii) any agreement now or hereafter in existence, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, those described on Schedule B; and


(iii) all products and proceeds of the foregoing and, to the extent not otherwise included, (A) all payments under insurance (whether or not the Administrative Agent is the loss payee thereof) and (B) all tort claims, and all collateral security and Supporting Obligations (as now or hereafter defined in the UCC) given by any Person with respect to any of the foregoing).

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

BROADVIEW NETWORKS HOLDINGS, INC.,  
as Grantor

By:   
Name: Corey Rinker  
Title: CEO

ACKNOWLEDGMENT

STATE OF New York

COUNTY OF New York

I, Kathleen J. Mancuso, a Notary Public for said County and State, do hereby certify that Corey Rinker personally appeared before me this day and stated that (s)he is CEO of Broadview Networks Holdings, Inc., and acknowledged on behalf of Broadview Networks Holdings, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 22<sup>nd</sup> day of August, 2006.

  
Notary Public

My commission expires:

KATHLEEN J. MANCUSO  
Notary Public, State of New York  
~~No. 0123456789~~  
Qualified in Nassau County  
Certificate Filed in New York County  
Commission Expires Jan. 31, 2010

[Signature Pages Continue]

Trademark Security Agreement

Agreed and Accepted as of the  
23 day of August, 2006

THE CIT GROUP/BUSINESS CREDIT, INC.,  
as Administrative Agent

By: Cynthia A. Trani  
Name: Cynthia A. Trani  
Title: Senior Vice President

*Trademark Security Agreement*

**TRADEMARK**  
**REEL: 003389 FRAME: 0186**

**SCHEDULE A**

**Trademark Registrations/Applications**

Trademark Registrations

<u>Country</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
US	BROADVIEW NETWORKS	2,494,916	10/02/2001
US	BROADVIEWNET.COM	2,828,186	03/30/2004

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
US	WIDER	78-580764	03/04/2005
US	WIDER SOLUTIONS	78-650371	06/14/2005

**TRADEMARK LICENSES**

None.