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.		08/23/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	THE CIT GROUP/BUSINESS CREDIT, INC., AS ADMINISTRATIVE AGENT
Street Address:	505 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2494916	BROADVIEW NETWORKS
Registration Number:	2828186	BROADVIEWNET.COM
Serial Number:	78580764	WIDER
Serial Number:	78650371	WIDER SOLUTIONS

OP $115.00 2494916

CORRESPONDENCE DATA

Fax Number: (312)701-7711
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-701-7237
Email: cdore@mayerbrownrowe.com
Correspondent Name: Christopher Dore
Address Line 1: 71 S. Wacker Drive
Address Line 2: Mayer Brown Rowe & Maw LLP
Address Line 4: Chicago, ILLINOIS 60606-4637

NAME OF SUBMITTER:	Christopher Dore
Signature:	/Christopher Dore/

Date:	09/13/2006

Total Attachments: 6
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EXECUTION COPY

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]

TRADEMARK
REEL: 003389 FRAME: 0184

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: CFO

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 CFO 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 22nd day of August, 2006.

_____
Notary Public

My commission expires:

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

[Signature Pages Continue]

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

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

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

SCHEDULE A

Trademark Registrations/Applications

Trademark Registrations

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

Pending Trademark Applications

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

SCHEDULE B
to Trademark Security
Agreement

TRADEMARK LICENSES

None.

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