

## 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, Inc.		08/23/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of New York, as Collateral Agent		
Street Address:	101 Barclay Street, Floor 8 W		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10286		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2486260	BROADSPEED	
Registration Number:	2832291	SMART3	
Registration Number:	2559668		
CORRESPONDENCE DATA			
Fax Number:	(312)701-7711		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
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/		

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Date:

09/29/2006

**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, INC., a Delaware corporation (the "Grantor") and THE BANK OF NEW YORK, as Collateral Agent (in such capacity, the "Collateral Agent"), for the ratable benefit of the Secured Parties (as defined in the Security Agreement referred to below).

This Agreement is executed pursuant to the terms of that certain Security Agreement dated as of August 23, 2006 by and among Broadview Networks Holdings, Inc., a Delaware corporation (the "Company"), certain of the Company's Subsidiaries party thereto and the Collateral Agent (as amended, restated, supplemented or otherwise modified, the "Security Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Collateral 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 Collateral 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 Collateral Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security 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 Security Agreement, the provisions of the Security Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

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

BROADVIEW NETWORKS, INC., as Grantor

By: Cory Rinker  
Name: Cory 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, Inc., and acknowledged on behalf of Broadview Networks, Inc. the due execution of the foregoing instrument.

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

Kathleen J. Mancuso  
Notary Public

My commission expires:

KATHLEEN J. MANCUSO  
Notary Public, State of New York  
No. 018846511210  
Qualified in Nassau County  
Certificate Filed in New York County  
Commission Expires Jan. 31, 2010


[Signature Pages Continue]

Trademark Security Agreement

TRADEMARK  
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Agreed and Accepted as of the  
23<sup>rd</sup> day of August, 2006

THE BANK OF NEW YORK,  
as Collateral Agent

By:   
Name: Geovanni Barris  
Title: Vice President

*Trademark Security Agreement*

**TRADEMARK**  
**REEL: 003399 FRAME: 0740**

SCHEDULE A  
to Trademark Security  
Agreement

TRADEMARKS

Trademark Registrations

<u>Country</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
US	BROADSPEED	2,486,260	09/04/2001
US	SMART3	2,832,291	04/13/2004
US	Eye Design (Logo)	2,559,668	04/09/2002

TRADEMARK LICENSES

None.