

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
InfoHighway Communications Corporation		06/26/2007	CORPORATION: DELAWARE
Eureka Broadband Corporation		06/26/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	THE CIT GROUP/BUSINESS CREDIT, INC.
Street Address:	11 West 42nd Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10038
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2986771	EUREKA
Registration Number:	2549296	THINK TANK @ 100 WILLIAM
Registration Number:	2527022	SPEED WINS
Registration Number:	2439955	INFOHIGHWAY

CORRESPONDENCE DATA

Fax Number: (212)728-9828
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-728-8000
Email: mhosaka@willkie.com
Correspondent Name: Miwako Hosaka
Address Line 1: Willkie Farr & Gallagher
Address Line 2: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

CH \$115.00 2986771

ATTORNEY DOCKET NUMBER:	115931.00005
NAME OF SUBMITTER:	Miwako Hosaka
Signature:	/M.Hosaka/
Date:	06/27/2007
<p>Total Attachments: 6 source=Trademark Security Agreement_ Infohighway-CIT#page1.tif source=Trademark Security Agreement_ Infohighway-CIT#page2.tif source=Trademark Security Agreement_ Infohighway-CIT#page3.tif source=Trademark Security Agreement_ Infohighway-CIT#page4.tif source=Trademark Security Agreement_ Infohighway-CIT#page5.tif source=Trademark Security Agreement_ Infohighway-CIT#page6.tif</p>	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of June 26, 2007 by and between INFOHIGHWAY COMMUNICATIONS CORPORATION and EUREKA BROADBAND CORPORATION, each a Delaware corporation (the "Grantors"), 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 as of August 23, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") 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 as of August 23, 2006 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 Grantors 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 Grantors and wherever located: all of the Grantors' 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 Grantors 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]

SCHEDULE A

Trademark Registrations

<u>Country</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
U.S.	EUREKA	2,986,771	08/23/05	Eureka Broadband Corporation
U.S.	THINK TANK @ 100 WILLIAM (and Design)	2,549,296	03/19/02	Eureka Broadband Corporation
U.S.	SPEED WINS	2,527,022	01/08/02	Eureka Broadband Corporation
U.S.	INFOHIGHWAY	2,439,955	04/03/01	InfoHighway Communications Corporation

TRADEMARK LICENSES

None

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

InfoHighway Communications Corporation, as Grantor

By: *Corey Rinker*
Name: *Corey Rinker*
Title: *CFO*

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 InfoHighway Communications Corporation, and acknowledged on behalf of InfoHighway Communications Corporation the due execution of the foregoing instrument.

Witness my hand and official seal, this *30th* day of May, 2007.

KATHLEEN J. MANCUSO
Notary Public, State of New York
No. 01MA4511210
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires Jan. 31, 2010

Kathleen J. Mancuso
Notary Public

Eureka Broadband Corporation, as Grantor

By: *Corey Rinker*
Name: *Corey Rinker*
Title: *CFO*

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 Eureka Broadband Corporation, and acknowledged on behalf of Eureka Broadband Corporation the due execution of the foregoing instrument.


Witness my hand and official seal, this *30th* day of May, 2007.

KATHLEEN J. MANCUSO
Notary Public, State of New York
No. 01MA4511210
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires Jan. 31, 2010

Kathleen J. Mancuso
Notary Public

Agreed and Accepted as of the
26th day of June, 2007

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

By: 
Name: G. Louis McKinley
Title: Vice President