

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Natural Convergence, Inc.		09/03/2009	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Broadview Networks, Inc.		
Street Address:	800 Westchester Avenue		
Internal Address:	Suite N-501		
City:	Rye Brook		
State/Country:	NEW YORK		
Postal Code:	10573		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2957599	SILHOUETTE	
Registration Number:	3199996	NATURAL CONVERGENCE	
CORRESPONDENCE DATA			
Fax Number:	(215)672-5430		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-672-6220		
Email:	crilly@erols.com		
Correspondent Name:	Michael G. Crilly, Esquire		
Address Line 1:	104 South York Road		
Address Line 4:	Hatboro, PENNSYLVANIA 19040		
NAME OF SUBMITTER:	Michael G. Crilly, Esquire		
Signature:	/Michael G. Crilly, Esquire/		
Date:	05/09/2011		

OP \$65.00 2957599

Total Attachments: 6

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TRADE-MARK ASSIGNMENT

WHEREAS, NATURAL CONVERGENCE INC., a corporation having its principal business address at One Hines Road, Ottawa, Ontario K2K 3C7 Canada ("**Assignor**"), is desirous of selling, assigning and transferring to BROADVIEW NETWORKS, INC., the full post office address of whose principal office or place of business is 800 Westchester Avenue, Suite N-501, Rye Brook, New York 10573 U.S.A. ("**Assignee**"), all of its right, title and interest in and to the trade-marks listed in the attached Schedule "A" (collectively the "**Marks**") and that portion of the business that pertains to the Marks, in Canada and the United States and all other countries of the world;

AND WHEREAS, the Assignee is desirous of acquiring all of Assignor's right, title and interest in and to the Marks and that portion of the business that pertains to the Marks in Canada, the United States and all other countries of the world;

NOW THEREFORE in consideration of the sum of One Dollar, and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, Assignor confirms that it has sold, assigned and transferred, and by these presents, does sell, assign and transfer unto Assignee, its successors and assigns, the whole right, title and interest in and to the Marks, together with the goodwill of any and all business carried on in association with the Marks, and in and to all income, royalties, damages, and payment now or hereafter due or payable with respect thereto and in and to all causes of action, either at law or in equity, and the right to sue, counterclaims, and recover for past, present, or future infringement of the rights assigned herein, the same to be held by Assignee, as fully and effectually as it would have been held by Assignor had this assignment and sale not taken place.

FURTHER, Assignor hereby authorizes and requests the Canadian Intellectual Property Office and the Commissioner of Patents and Trademarks of the United States, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Marks and to issue to Assignee any and all registrations resulting from said applications, or any renewals of said registrations.

FURTHER, Assignor hereby covenants, agrees and undertakes to execute all confirmatory assignments, lawful oaths, and any other papers which Assignee may reasonably deem necessary or desirable for securing to Assignee or for maintaining for Assignee the Marks hereby assigned, provided that Assignor shall reimburse Assignee for all expenses incidental to the execution and delivery of such documents. Assignee is responsible for all other costs associated with maintenance of the Marks, including but not limited to the

recordation of title changes.

EXECUTED at OTTAWA , ONTARIO , this 3RD day of SEPTEMBER , 2009.

PRICEWATERHOUSECOOPERS INC., IN
ITS CAPACITY AS THE COURT-
APPOINTED INTERIM RECEIVER OF
NATURAL CONVERGENCE INC., AND NOT
IN ITS PERSONAL CAPACITY

Per:



Name: STEVEN MALATE

Title: VICE PRESIDENT

ACKNOWLEDGEMENT

BROADVIEW NETWORKS, INC., the full post office address of whose principal office or place of business is 800 Westchester Avenue, Suite N-501, Rye Brook, New York 10573 U.S.A., hereby acknowledges the assignment to it of the Marks along with the goodwill associated with the Marks, and appoints GOODMANS LLP, whose full post office address in Canada is 250 Yonge Street, Suite 2400, Box 24, Toronto, Ontario, M5B 2M6, Attention: Intellectual Property Group, Toronto Office, as the firm to whom any notice in respect of the application and resulting registration may be sent, and upon whom service of any proceedings in respect of the application and resulting registration may be given or served with the same effect as if they had been given to or served upon the applicant/registrant.

Executed at New York, New York, this 3rd day of September, 2009.

BROADVIEW NETWORKS, INC.

Per: 

Name:

Title:

Charles C Hunter
Executive Vice President

TRADEMARK

REEL: 004537 FRAME: 0297

SCHEDULE "A"

**1. Trade-marks standing in the name of Natural Convergence, Inc.
U.S.:**

Trademark	Status
1. SILHOUETTE	REGISTERED SN. No.:76503578 FD: 2003-04-02 Reg #: 2957599 RD: 2005-05-31
2. NATURAL CONVERGENCE	REGISTERED SN. No.:76315607 FD: 2001-09-21 Reg #: 3199996 RD: 2007-01-23

Canada:

Trademark	Status
1. SILHOUETTE	REGISTERED App No.:1215879 FD: 2004-05-05 Reg #: TMA657192 RD: 2006-01-24
2. NATURAL CONVERGENCE	REGISTERED App No.:1110313 FD: 2001-07-23 Reg #: TMA642000 RD: 2005-06-15

**2. Trade-marks previously standing in the name of NEWSTEP NETWORKS INC.
U.S.:**

Trademark	Status
CONVERGED SERVICES NODE	PENDING SN. No.:78671872 FD: 2005-07-16

Canada:

Trademark	Status
CONVERGED SERVICES NODE	ALLOWED App No.:1262561 FD: 2005-06-27

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