

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Broadview Networks Holdings, Inc.		08/23/2012	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	The CIT Group/Business Credit, Inc., in its capacity as Administrative Agent for the Secured Parties		
Street Address:	11 West 42nd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2494916	BROADVIEW NETWORKS	
Registration Number:	2828186	BROADVIEWNET.COM	
CORRESPONDENCE DATA			
Fax Number:	2155648120		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	215-564-8182		
Email:	kgibson@stradley.com		
Correspondent Name:	Michael Migliaccio, Esquire		
Address Line 1:	2600 One Commerce Square		
Address Line 2:	Stradley Ronon Stevens & Young, LLP		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-7098		
ATTORNEY DOCKET NUMBER:	158430-1042		
NAME OF SUBMITTER:	Michael Migliaccio		

Signature:	/s/ Michael Migliaccio
Date:	08/31/2012
Total Attachments: 6 source=Amended and Restated Trademark Security Agreement - Broadview Ho#page1.tif source=Amended and Restated Trademark Security Agreement - Broadview Ho#page2.tif source=Amended and Restated Trademark Security Agreement - Broadview Ho#page3.tif source=Amended and Restated Trademark Security Agreement - Broadview Ho#page4.tif source=Amended and Restated Trademark Security Agreement - Broadview Ho#page5.tif source=Amended and Restated Trademark Security Agreement - Broadview Ho#page6.tif	

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT dated as of August 23, 2012, by between BROADVIEW NETWORKS HOLDINGS, INC., a New York corporation, as debtor and debtor in possession (“**Grantor**”), in favor of THE CIT GROUP/BUSINESS CREDIT, INC., a New York corporation, in its capacity as administrative agent for the Secured Parties (in such capacity, “**Administrative Agent**”). All capitalized terms used in this Amended and Restated Trademark Security Agreement but not otherwise defined herein shall have the meanings ascribed to such terms in the DIP Credit Agreement (defined below), which definitions are incorporated by reference into this Amended and Restated Trademark Security Agreement as if fully set forth herein.

W I T N E S S E T H:

WHEREAS, Grantor is a Credit Party pursuant to the terms of that certain \$25,000,000 Debtor-in-Possession Amended and Restated Credit Agreement, dated of even date herewith, by and among the Credit Parties, the Administrative Agent, and the Lenders (the “**DIP Credit Agreement**”);

WHEREAS, as a condition precedent to closing the DIP Credit Agreement and as an acknowledgment of Administrative Agent’s continuing Lien on, and security interest in, the Trademarks (as defined in the Collateral Agreement), Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Secured Parties (as defined in the Collateral Agreement), this Amended and Restated Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. 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).

2. The security interests granted pursuant to this Amended and Restated Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, on behalf of itself and the Secured Parties, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that 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.

3. This Amended and Restated Trademark Security Agreement amends and restates in its entirety that certain Trademark Security Agreement, dated August 23, 2006, by Grantor in favor Administrative Agent (the "**Prior Agreement**"). This Amended and Restated Trademark Security Agreement is not, nor shall it be deemed to be, a novation of the Prior Agreement.

[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: Corey Rinker
Name: Corey Rinker
Title: CFO

ACKNOWLEDGMENT

STATE OF NEW YORK

COUNTY OF WESTCHESTER

I, WILSON ROCAFUERTE JR., 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, 2012.

Wilson Rocafuerte Jr.
Notary Public

My commission expires: SEPT. 20, 2012

[Signature Pages Continue]

WILSON ROCAFUERTE JR.
Notary Public, State of New York
Registration #01RO6116202
Qualified In Westchester County
Commission Expires Sept. 20, 2012



Agreed and Accepted as of the
23RD day of AUGUST, 2012

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

By: 

Name: Philip Marrone

Title: Assistant Vice President

SCHEDULE A
to Amended and Restated Trademark Security
Agreement

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

None.

SCHEDULE B
to Amended and Restated Trademark Security
Agreement

TRADEMARK LICENSES

None.