

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Amended and Restated Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The CIT Group/Business Credit, Inc., in its capacity as Administrative Agent for the Secured Parties		11/13/2012	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Broadview Networks, Inc.
Street Address:	800 Westchester Avenue
Internal Address:	Suite N501
City:	Rye Brook
State/Country:	NEW YORK
Postal Code:	10573
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2559668	
Registration Number:	2486260	BROADSPEED
Registration Number:	3199996	NATURAL CONVERGENCE
Registration Number:	2957599	SILHOUETTE
Registration Number:	4144049	OFFICESUITE PLUS
Registration Number:	4144055	OFFICESUITE PLUS INDIVIDUAL
Registration Number:	4144057	OFFICESUITE PLUS EXECUTIVE
Registration Number:	4043306	OFFICESUITE
Registration Number:	4176438	BROADVIEW OFFICESUITE
Registration Number:	4078255	SILHOUETTE
Registration Number:	4078256	

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Registration Number:

4138173

BROADVIEW NETWORKS

CORRESPONDENCE DATA

Fax Number: 2155648120

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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:

11/14/2012

Total Attachments: 5

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**TERMINATION AND RELEASE OF
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

TERMINATION AND RELEASE OF AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of November 13, 2012, by 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**"), in connection with 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. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Security Agreement referenced below.

WHEREAS, BROADVIEW NETWORKS, INC., a New York corporation ("**Grantor**") and Administrative Agent entered into that certain Amended and Restated Trademark Security Agreement dated as of August 23, 2012 (the "**Security Agreement**"), which Security Agreement was recorded with the United States Patent and Trademark Office at Reel 4853, Frame 0622, on August 31, 2012, for the purpose of securing payment and performance of the Obligations;

WHEREAS, pursuant to the Security Agreement, Grantor granted, assigned and pledged to Administrative Agent, on behalf of itself and for the ratable benefit of the Secured Parties, as collateral security for the Obligations, 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 (collectively, the "**Collateral**");

WHEREAS, Administrative Agent has agreed to release, and terminate its security interest in, the Collateral and assign and transfer to Grantor all deeds, assignments and other instruments as may be necessary or proper to reassign, re-convey and vest in Grantor the entire right, title and interest to the Collateral as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Administrative Agent hereby releases and terminates the Security Agreement and assigns and transfers to Grantor, without representation, warranty or recourse, all of Administrative Agent's right, title and interest in and to the Collateral, effective as of the date set forth above.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Administrative Agent has executed and delivered this Termination and Release of Amended and Restated Trademark Security Agreement.

THE CIT GROUP/BUSINESS CREDIT, INC.,
a New York corporation

By: 

Name:

Title:

Evelyn Kusold
Vice President

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TRADEMARK
REEL: 004900 FRAME: 0263

SCHEDULE A
to Termination and Release of
Amended and Restated Trademark Security Agreement

SCHEDULE A

Trademark Registrations/Applications

Trademark Registrations

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Country</u>
Eye Design (logo)	2,559,668	04/09/2002	USA
Broadspeed	2,486,260	09/04/2001	USA
NATURAL CONVERGENCE	3,199,996	01/23/2007	USA
SILHOUETTE	2,957,599	05/31/2005	USA
OFFICESUITE PLUS	4,144,049	08/30/2011	USA
OFFICESUITE PLUS INDIVIDUAL	4,144,055	05/15/2012	USA
OFFICESUITE PLUS EXECUTIVE	4,144,057	05/15/2012	USA
OFFICESUITE	4,043,306	10/18/2011	USA
BROADVIEW OFFICESUITE	4,176,438	07/17/2012	USA
SILHOUETTE Design & word mark (logo)	4,078,255	12/27/2011	USA
Design (logo)	4,078,256	12/27/2011	USA
BROADVIEW NETWORKS	4,138,173	05/08/2012	USA

Pending Trademark Applications

None.

SCHEDULE B
to Termination and Release of
Amended and Restated Trademark Security Agreement

TRADEMARK LICENSES

None

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