

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Broadview Networks Holdings, Inc.		11/13/2012	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIT Finance LLC, as Administrative Agent for Secured Parties		
<b>Street Address:</b>	11 West 42nd Street		
<b>Internal Address:</b>	13th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2494916	BROADVIEW NETWORKS	
<b>Registration Number:</b>	2828186	BROADVIEWNET.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2155648120		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	215-564-8182		
<b>Email:</b>	kgibson@stradley.com		
<b>Correspondent Name:</b>	Michael Migliaccio, Esquire		
<b>Address Line 1:</b>	2600 One Commerce Square		
<b>Address Line 2:</b>	Stradley Ronon Stevens & Young, LLP		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-7098		
<b>ATTORNEY DOCKET NUMBER:</b>	158430-1042		
<b>NAME OF SUBMITTER:</b>	Michael Migliaccio		

CH \$65.00 2494916

Signature:	/Michael Migliaccio/
Date:	11/15/2012
<b>Total Attachments: 6</b> source=Trademark Security Agreement - Broadview Networks Holdings, Inc#page1.tif source=Trademark Security Agreement - Broadview Networks Holdings, Inc#page2.tif source=Trademark Security Agreement - Broadview Networks Holdings, Inc#page3.tif source=Trademark Security Agreement - Broadview Networks Holdings, Inc#page4.tif source=Trademark Security Agreement - Broadview Networks Holdings, Inc#page5.tif source=Trademark Security Agreement - Broadview Networks Holdings, Inc#page6.tif	

**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT dated as of November 13, 2012, by between BROADVIEW NETWORKS HOLDINGS, INC., a Delaware corporation ("**Grantor**"), in favor of CIT FINANCE LLC, a Delaware limited liability company, in its capacity as administrative agent for the Secured Parties (in such capacity, "**Administrative Agent**"). All capitalized terms used in this Agreement but not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement (defined below), which definitions are incorporated by reference into this Agreement as if fully set forth herein.

WITNESSETH:

WHEREAS, Grantor is a Credit Party pursuant to the terms of that certain Credit Agreement, dated as of November 13, 2012, among Grantor, BROADVIEW NETWORKS, INC., a New York corporation ("**Broadview Networks**"), ARC NETWORKS, INC., a Delaware corporation ("**ARC**"), BRIDGECOM SOLUTIONS GROUP, INC., a Delaware corporation ("**BridgeCom Solutions**" and, together with Grantor, Broadview Networks, and ARC, each individually a "**Borrower**" and collectively, the "**Borrowers**"), the various financial institutions and other Persons from time to time parties thereto (collectively, the "**Lenders**"), and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective Extensions of Credit to the Borrowers (or participations in respect thereof) under the Credit Agreement that the Grantor shall have executed and delivered this Agreement to the Administrative Agent, for the ratable benefit of itself, the Lenders and any Person that was a Lender or an Affiliate of a Lender at the time any such Person became party to any Hedging Agreement (collectively, the "**Secured Parties**");

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 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.

[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:   
Name: Michael K. Robinson  
Title: President and CEO

Agreed and Accepted as of the  
\_\_\_\_\_ day of \_\_\_\_\_, 2012

CIT FINANCE LLC,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT – BROADVIEW NETWORKS HOLDINGS, INC.]

TRADEMARK  
REEL: 004901 FRAME: 0412

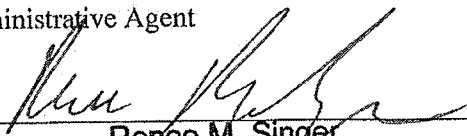
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

BROADVIEW NETWORKS HOLDINGS, INC.,  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

Agreed and Accepted as of the  
13 day of November, 2012

CIT FINANCE, LLC,  
as Administrative Agent

By:   
Name: **Renee M. Singer**  
Title: **Managing Director**

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT -- BROADVIEW NETWORKS HOLDINGS, INC.]

**TRADEMARK**  
**REEL: 004901 FRAME: 0413**

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.

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