

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Broadview Networks, Inc.	08/23/2012
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
PROPERTY NUMBERS Total: 15	
Property Type	Number
Patent Number:	6097804
Patent Number:	6226289
Patent Number:	6236722
Patent Number:	6493444
Patent Number:	6724876
Patent Number:	6766009
Patent Number:	6839422
Patent Number:	7206582
Patent Number:	7289805
Patent Number:	7636431
Application Number:	11461649
Application Number:	11424930
Application Number:	11833332
Application Number:	12305763

Patent Number:	8208412
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CORRESPONDENCE DATA

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

Correspondent Name: Michael Migliaccio, Esquire

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Address Line 4: Philadelphia, PENNSYLVANIA 19103-7098

ATTORNEY DOCKET NUMBER:	158430-1042
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NAME OF SUBMITTER:	Michael Migliaccio
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Total Attachments: 9

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of August 23, 2012, by between BROADVIEW NETWORKS, 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 Patent 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 Patent 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 Patents (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 Patent Security Agreement;

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 (as defined in the Collateral Agreement), a continuing security interest in, all of such Grantor's right, title and interest in the following property, now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, and wherever located or deemed located:

(i) all Patents, rights and interests in patents, patentable inventions and patent applications anywhere in the world, including, without limitation, those listed on Schedule A hereto, (b) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing, (c) all income, royalties, damages or payments now or 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 throughout the world.

(ii) all agreements now or hereafter in existence, whether written, implied or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, those listed on Schedule B hereto;

(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 Patent 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 Patent Security 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 Patent Security Agreement as of the date set forth above.

BROADVIEW NETWORKS, INC., as Grantor

By: [Signature]
 Name: Cory Rink
 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 COLE RINKER personally appeared before me this day and stated that (s)he is CFO of Broadview Networks, Inc., and acknowledged on behalf of Broadview Networks Holdings, Inc. the due execution of the foregoing instrument.

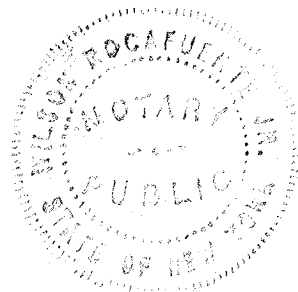
Witness my hand and official seal, this 22ND day of AUGUST, 2012.

[Signature]
 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, 20 12



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

Issues Patents

Issued Patents

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Owner</u>	<u>Description</u>
US	6,097,804	08/01/2000	Broadview Networks, Inc.	Method and system for completing a voice connection between first and second voice terminals in a switched telephone network
US	6,226,289	05/01/2001	Broadview Networks, Inc.	Method and apparatus for dynamically routing calls in an intelligent network
US	6,236,722	05/22/2001	Broadview Networks, Inc.	Method and system for using TCAP signaling for improved call setup from a virtual switching point
US	6,493,444	10/10/2002	Broadview Networks, Inc.	Enhanced application telephone network
US	6,724,876	04/20/2004	Broadview Networks, Inc.	Method and apparatus for effecting telecommunications service features using call control information extracted from a bearer channel in a telecommunications network
US	6,766,009	07/20/2004	Broadview Networks, Inc.	Method and system for correlating telephone calls with information delivery
US	6,839,422	01/04/2005	Broadview Networks, Inc.	Method and apparatus for providing local call treatment discrimination for selected calls on a switched telephone network
US	7,206,582	04/17/2007	Broadview Networks, Inc.	Method, system, and apparatus for call path reconfiguration

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Owner</u>	<u>Description</u>
US	7,289,805	10/30/2007	Broadview Networks, Inc.	Method and system for providing a temporary subscriber identity to a roaming mobile communications device
US	7,636,431	12/22/2009	Broadview Networks, Inc.	Method and apparatus for subscriber control of an inbound call
US	8,208,412	06/26/2012	Broadview Networks, Inc.	Method and system for network address translation (NAT) traversal of real time protocol (RTP) media
Canada	2539527	05/17/2011	Broadview Networks, Inc.	System and method for providing a temporary subscriber identity to a roaming mobile communications device
Canada	2515326	10/12/2010	Broadview Networks, Inc.	Method, system and apparatus for call path reconfiguration
Canada	2349125	06/28/2005	Broadview Networks, Inc.	Method and apparatus for effecting telecommunications service features using call control information extracted from a bearer channel in a telecommunications network
Canada	2300653	09/09/2003	Broadview Networks, Inc.	Enhanced application telephone network
Canada	2270601	05/28/2002	Broadview Networks, Inc.	Method and system for using TCAP signaling for improved call setup from a virtual switching point
Canada	2225937	12/04/2001	Broadview Networks, Inc.	Method and system for completing a voice connection between first and second voice terminals in a switched telephone network
Canada	2216620	06/25/2002	Broadview Networks, Inc.	Method and apparatus for dynamically routing calls in an intelligent network
Europe	EP1018271	01/09/2004	Broadview Networks, Inc.	Method and Apparatus for Dynamically Routing Calls in an Intelligent Network

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Owner</u>	<u>Description</u>
Great Britain	GB2464247	04/14/2010	Broadview Networks, Inc.	Method and system for dynamic call anchoring
Mexico	MX217558		Broadview Networks, Inc.	Method and System for Improved Call Setup
Mexico	MX218335		Broadview Networks, Inc.	Method and Apparatus for Dynamically Routing Calls in an Intelligent Network
Mexico	MX220616		Broadview Networks, Inc.	Method and System for Completing a Voice Connection Between First and Second Voice Terminals in a Switched Telephone Network
International	WO/1999/016256	04/01/1999	Broadview Networks, Inc.	Method and Apparatus for Dynamically Routing Calls in an Intelligent Network

Patent Applications

<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Owner</u>	<u>Description</u>
US	11/461,649	08/01/2006	Broadview Networks, Inc.	Method and system for directed call establishment to facilitate the provision of enhanced communications services
US	11/424,930	06/19/2006	Broadview Networks, Inc.	METHOD AND SYSTEM FOR A COMMUNICATIONS SESSION JOIN FUNCTION TO FACILITATE THE PROVISION OF ENHANCED COMMUNICATIONS SERVICES
US	11/833,332	08/03/2007	Broadview Networks,	METHOD AND SYSTEM FOR DYNAMIC CALL

<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Owner</u>	<u>Description</u>
			Inc.	ANCHORING
US	12/305,763	01/08/2008	Broadview Networks, Inc.	METHOD AND SYSTEM FOR MEDIATED CODEC NEGOTIATION
Canada	2674098	12/28/2007	Broadview Networks, Inc.	Method and system for network address translation (NAT) traversal of real time protocol (RTP) media
Canada	2594944	07/25/2007	Broadview Networks, Inc.	Method and system for directed call establishment to facilitate the provision of enhanced communications services
Canada	2561013	03/23/2005	Broadview Networks, Inc.	Method and apparatus for subscriber control of an inbound call
Europe	EP2116007	12/28/2007	Broadview Networks, Inc.	Method and system for network address translation (NAT) traversal of real time protocol (RTP) media
Europe	EP2052567	07/25/2007	Broadview Networks, Inc.	Method and System for Directed Call Establishment to Facilitate the Provision of Enhanced Communications Services
Europe	EP1730941	03/23/2005	Broadview Networks, Inc.	Method and System for Subscriber Control of an Inbound Call
Europe	EP1703760	03/14/2006	Broadview Networks, Inc.	Method and System for Providing a Temporary Subscriber Identity to a Roaming Mobile Communications Device
Great Britain	1018271 UK		Broadview Networks, Inc.	Method and Apparatus for Dynamically Routing Calls in an Intelligent Network

SCHEDULE B
to Patent Security
Agreement

PATENT LICENSES

None.