

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.	11/13/2012
RECEIVING PARTY DATA	
Name:	CIT Finance LLC, as Administrative Agent for the Secured Parties
Street Address:	11 West 42nd Street
Internal Address:	13th Floor
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
Patent Number:	8208412
Application Number:	11461649
Application Number:	11424930
Application Number:	11833332

Application Number:	12305763
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CORRESPONDENCE DATA

Fax Number: 2155648120

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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
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NAME OF SUBMITTER:	Michael Migliaccio
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Total Attachments: 7

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of November 13, 2012 (the "**Agreement**"), by between BROADVIEW NETWORKS, INC., a New York 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.

W I T N E S S E T H:

WHEREAS, Grantor is a Credit Party pursuant to the terms of that certain Credit Agreement, dated as of November 13, 2012, among BROADVIEW NETWORKS HOLDINGS, INC., a Delaware corporation ("**Holdings**"), Grantor, ARC NETWORKS, INC., a Delaware corporation ("**ARC**"), BRIDGECOM SOLUTIONS GROUP, INC., a Delaware corporation ("**BridgeCom Solutions**" and, together with Holdings, Grantor, 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 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;

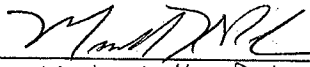
(iii) all products and proceeds of the foregoing and, to the extent not otherwise included, (A) all payments under insurance (whether or not the Administrative Agent is the loss payee thereof) and (B) all tort claims, and all collateral security and Supporting Obligations (as now or hereafter defined in the UCC) given by any Person with respect to any of the foregoing).

2. The security interests granted pursuant to this 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, 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 PATENT SECURITY AGREEMENT - BROADVIEW NETWORKS, INC.]

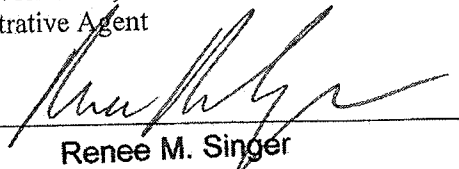
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

BROADVIEW NETWORKS, 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 PATENT SECURITY AGREEMENT – BROADVIEW NETWORKS, INC.]

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

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, Inc.	METHOD AND SYSTEM FOR DYNAMIC CALL ANCHORING
US	12/305,763	01/08/2008	Broadview Networks, Inc.	METHOD AND SYSTEM FOR MEDIATED CODEC NEGOTIATION

SCHEDULE B
to Patent Security
Agreement

PATENT LICENSES

None.

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