

PATENT ASSIGNMENT

Electronic Version v1.1
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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Patent Security Agreement |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| OPEN SUPPORT SYSTEMS LLC | 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: 1 | |
| Property Type | Number |
| Patent Number: | 6661888 |
| CORRESPONDENCE DATA | |
| Fax Number: | 2155648120 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 215-564-8182 |
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| 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 |
| Total Attachments: 6 source=Patent Security Agreement - Open Support Systems LLC#page1.tif source=Patent Security Agreement - Open Support Systems LLC#page2.tif source=Patent Security Agreement - Open Support Systems LLC#page3.tif source=Patent Security Agreement - Open Support Systems LLC#page4.tif source=Patent Security Agreement - Open Support Systems LLC#page5.tif source=Patent Security Agreement - Open Support Systems LLC#page6.tif | |

CH \$40.00 6661888

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of November 13, 2012 (the "**Agreement**"), by between OPEN SUPPORT SYSTEMS LLC, a Connecticut limited liability company ("**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 BROADVIEW NETWORKS HOLDINGS, INC., a Delaware corporation ("**Holdings**"), BROADVIEW NETWORKS, INC., a New York corporation, 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.

OPEN SUPPORT SYSTEMS LLC, as Grantor

By: 

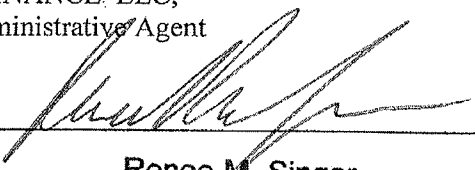
Name:

Title: *EVP*

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT – OPEN SUPPORT SYSTEMS LLC]

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

CIT FINANCE, LLC,
as Administrative Agent

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

SCHEDULE A
to Patent Security
Agreement

SCHEDULE A

Issues Patents

Issued Patents

| <u>Country</u> | <u>Patent No.</u> | <u>Issue Date</u> | <u>Owner</u> | <u>Description</u> |
|----------------|-------------------|-------------------|-----------------------------|---|
| US | 6,661,888 B2 | 12/9/03 | Open Support Systems LLC | Method for moving telecommunications onto network |

Patent Applications

None.

SCHEDULE B
to Patent Security
Agreement

PATENT LICENSES

None.

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