

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
InfoHighway Communications Corporation		05/31/2007	CORPORATION: DELAWARE
Eureka Broadband Corporation		05/31/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York
Street Address:	101 Barclay Street, 8W
City:	New York
State/Country:	NEW YORK
Postal Code:	10286
Entity Type:	New York Banking Corporation: NEW YORK

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2986771	EUREKA
Registration Number:	2549296	THINK TANK @ 100 WILLIAM
Registration Number:	2527022	SPEED WINS
Registration Number:	2439955	INFOHIGHWAY

CORRESPONDENCE DATA

Fax Number: (212)728-9828
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-728-8000
 Email: mhosaka@willkie.com
 Correspondent Name: Miwako Hosaka
 Address Line 1: Willkie Farr & Gallagher LLP
 Address Line 2: 787 Seventh Avenue
 Address Line 4: New York, NEW YORK 10019

CH \$115.00 2986771

ATTORNEY DOCKET NUMBER:	115931.00005
NAME OF SUBMITTER:	Miwako Hosaka
Signature:	/M.Hosaka/
Date:	06/01/2007
Total Attachments: 6 source=Eureka - Trademark Security Interest BNY#page1.tif source=Eureka - Trademark Security Interest BNY#page2.tif source=Eureka - Trademark Security Interest BNY#page3.tif source=Eureka - Trademark Security Interest BNY#page4.tif source=Eureka - Trademark Security Interest BNY#page5.tif source=Eureka - Trademark Security Interest BNY#page6.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of May 31, 2007 by and between INFOHIGHWAY COMMUNICATIONS CORPORATION and EUREKA BROADBAND CORPORATION, each a Delaware corporation (the "Grantors"), and THE BANK OF NEW YORK, as Collateral Agent (in such capacity, the "Collateral Agent"), for the ratable benefit of the Secured Parties (as defined in the Security Agreement referred to below).

This Agreement is executed pursuant to the terms of that certain Security Agreement dated as of August 23, 2006 and as supplemented on September 29, 2006 and May 31, 2007, by and among Broadview Networks Holdings, Inc., a Delaware corporation (the "Company"), certain of the Company's Subsidiaries party thereto and the Collateral Agent (such documents as amended, restated, supplemented or otherwise modified, shall hereinafter collectively be referred to as the "Security Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned them in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor hereby grants to the Collateral 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 such 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 Collateral 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).

The rights and remedies of the Collateral Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security 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 Security Agreement, the provisions of the Security Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

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

Infohighway Communications Corporation, as Grantor

By: [Signature]
Name: Corey Rinker
Title: CFO

STATE OF New York
COUNTY OF New York

I, Kathleen J. Mancuso, a Notary Public for said County and State, do hereby certify that Corey Rinker personally appeared before me this day and stated that (s)he is CFO of Infohighway Communications Corporation, and acknowledged on behalf of Infohighway Communications Corporation the due execution of the foregoing instrument.

Witness my hand and official seal, this 30th day of May, 2007.

KATHLEEN J. MANCUSO
Notary Public, State of New York
No. 01MA4511210
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires Jan. 31, 2010

[Signature]
Notary Public

Eureka Broadband Corporation, as Grantor

By: [Signature]
Name: Corey Rinker
Title: CFO

STATE OF New York
COUNTY OF New York

I, Kathleen J. Mancuso, a Notary Public for said County and State, do hereby certify that Corey Rinker personally appeared before me this day and stated that (s)he is CFO of Eureka Broadband Corporation, and acknowledged on behalf of Eureka Broadband Corporation the due execution of the foregoing instrument.

Witness my hand and official seal, this 30th day of May, 2007.

KATHLEEN J. MANCUSO
Notary Public, State of New York
No. 01MA4511210
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires Jan. 31, 2010

[Signature]
Notary Public

Trademark Security Agreement

Agreed and Accepted as of the
31 day of May, 2007.

THE BANK OF NEW YORK,
as Collateral Agent

By: Carlos R. Luciano
Name: _____
Title: _____
CARLOS R. LUCIANO
VICE PRESIDENT

Trademark Security Agreement

TRADEMARK
REEL: 003553 FRAME: 0283

SCHEDULE A
to Trademark Security
Agreement

TRADEMARKS

Trademark Registration

<u>Country</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
U.S.	EUREKA	2,986,771	08/23/05	Eureka Broadband Corporation
U.S.	THINK TANK @ 100 WILLIAM (and Design)	2,549,296	03/19/02	Eureka Broadband Corporation
U.S.	SPEED WINS	2,527,022	01/08/02	Eureka Broadband Corporation
U.S.	INFOHIGHWAY	2,439,955	04/03/01	InfoHighway Communications Corporation

SCHEDULE B
to Trademark Security
Agreement

TRADEMARK LICENSES

None.

Trademark Security Agreement