

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Interest Agreement (Nunc Pro Tunc)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CoreComm-ATX, Inc.		09/29/2006	CORPORATION: DELAWARE
CCL Historical, Inc.		09/29/2006	CORPORATION: DELAWARE
CoreComm-Voyager, Inc.		09/29/2006	CORPORATION: DELAWARE
Voyager Information Networks, Inc.		09/29/2006	CORPORATION: MICHIGAN
CoreComm Services, LLC		09/29/2006	LIMITED LIABILITY COMPANY: 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: 21

Property Type	Number	Word Mark
Registration Number:	2379721	
Registration Number:	2379720	
Registration Number:	2383326	CC
Registration Number:	2379719	
Registration Number:	2404005	
Registration Number:	2412316	555-1212
Registration Number:	2391634	
Registration Number:	2699354	ECHAT
Registration Number:	2426382	CORECOMM

CH \$540.00 2379721

Registration Number:	2451615	LINESHIELD
Registration Number:	2443694	ATX PARTNERSHIP PROGRAM
Registration Number:	2015476	ATX TELECOMMUNICATIONS SERVICES
Registration Number:	2591020	IMAGINE ALL IT CAN BE.BUSINESS
Serial Number:	76189470	ATX E.BUSINESS SERVICES
Registration Number:	2471565	FAMILY PLACE
Registration Number:	2471564	FAMILY PLACE
Registration Number:	2473522	VOYAGER.NET FAMILY PLACE
Registration Number:	2632371	WE KEEP YOU CONNECTED
Registration Number:	2439852	MEGSINET-CLEC
Registration Number:	2223886	NETLINK
Registration Number:	1546767	EXEC-PC

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

ATTORNEY DOCKET NUMBER:	115931.00001
NAME OF SUBMITTER:	Miwako Hosaka
Signature:	/M. Hosaka/
Date:	06/05/2007

Total Attachments: 9
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**AMENDED AND RESTATED TRADEMARK
SECURITY INTEREST AGREEMENT**

AMENDED AND RESTATED TRADEMARK SECURITY INTEREST AGREEMENT (this "Amended Agreement") dated as of May 30, 2007 by and between CORECOMM-ATX, INC., CCL HISTORICAL, INC., CORECOMM-VOYAGER, INC., CORECOMM SERVICES, LLC, each a Delaware entity, and VOYAGER INFORMATION NETWORKS, INC., a Michigan corporation, (collectively, 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 Amended Agreement amends and restates the Trademark Security Interest Agreement, dated September 29, 2006, between CoreComm-ATX, Inc. and the Collateral Agent (the "Original Agreement"). The Original Agreement was executed and entered into pursuant to the terms of that certain Security Agreement, dated as of August 23, 2006, supplemented on September 29, 2006 and May 14, 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"). The parties desire to amend and restate the Original Agreement to include additional parties as Grantors that are the owners of the trademarks set forth in Schedule A, and to amend Schedule A to the Original Agreement. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantors hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, *nunc pro tunc* as of September 29, 2006, a continuing security interest in all of the following property, whether tangible or intangible, whether now or hereafter existing, owned or acquired by the Grantors and wherever located: all of the Grantors' 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 Grantors 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 Amended 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 Amended Agreement as of the date set forth above.

CoreComm-ATX, Inc., as Grantor

By: 
Name: Corey Rinker
Title: Treasurer

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 Treasurer of CoreComm-ATX, Inc., and acknowledged on behalf of CoreComm-ATX, Inc. 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


Notary Public

CCL Historical, Inc., as Grantor

By: 
Name: Corey Rinker
Title: Treasurer

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 Treasurer of CCL Historical Inc., and acknowledged on behalf of CCL Historical Inc. the due execution of the foregoing instrument.

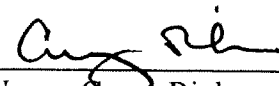
Witness my hand and official seal, this 30th day of May, 2007.

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


Notary Public

[Signature Pages Continue]

CoreComm-Voyager, Inc., as Grantor

By: 
Name: Corey Rinker
Title: Treasurer

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 Treasurer of CoreComm-Voyager, Inc., and acknowledged on behalf of CoreComm-Voyager, Inc. 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


Notary Public

CoreComm Services, LLC, as Grantor

By: 
Name: Corey Rinker
Title: Treasurer

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 Treasurer of CoreComm Services, LLC, and acknowledged on behalf of CoreComm Services, LLC 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


Notary Public

[Signature Pages Continue]

Voyager Information Networks, Inc., as Grantor

By: 
Name: Corey Rinker
Title: Treasurer

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 Treasurer of Voyager Information Networks, Inc., and acknowledged on behalf of Voyager Information Networks, Inc. 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


Notary Public

[Signature Pages Continue]

Agreed and Accepted as of the 30th day of May, 2007

**THE BANK OF NEW YORK,
as Collateral Agent**

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

Cheryl L. Clarke

CHERYL L. CLARKE
Notary Public, State of New York
No. 01CL5057121
Qualified in New York County
Certificate Filed in New York County
Commission Expires May 11, 2010

SCHEDULE A

Trademark Registrations/Applications

<u>Country</u>	<u>Trademark</u>	<u>Reg. #/ (App. #)</u>	<u>Reg. Date/ (App. Date)</u>	<u>Owner</u>
U.S.	DESIGN (MULTIPLE TELEPHONES)	2,379,721	8/22/00	CCL Historical, Inc.
U.S.	DESIGN (ONE TELEPHONE)	2,379,720	8/22/00	CCL Historical, Inc.
U.S.	DESIGN (MOUSE WITH GLOBE)	2,383,326	9/5/00	CCL Historical, Inc.
U.S.	DESIGN (CELLPHONE)	2,379,719	8/22/00	CCL Historical, Inc.
U.S.	DESIGN (TELEPHONE WITH FLAG)	2,404,005	11/14/00	CCL Historical, Inc.
U.S.	DESIGN (BEEPER)	2,412,316	12/12/00	CCL Historical, Inc.
U.S.	DESIGN (BOX WITH RIBBON)	2,391,634	10/3/00	CCL Historical, Inc.
U.S.	ECHAT	2,699,354	3/25/03	CCL Historical, Inc.
U.S.	CORECOMM (and Design)	2,426,382	2/06/01	CCL Historical, Inc.
U.S.	LINESHIELD	2,451,615	5/15/01	CoreComm Services, LLC
U.S.	ATX PARTNERSHIP PROGRAM	2,443,694	4/17/01	CoreComm-ATX, Inc.
U.S.	ATX TELECOMMUNICATIONS SERVICES	2,015,476	11/12/96	CoreComm-ATX, Inc.
U.S.	IMAGINE ALL IT CAN BE.BUSINESS	2,591,020	7/9/02	CoreComm-ATX, Inc.
U.S.	ATX E.BUSINESS SERVICES	(76/189470)	(12/26/00)	CoreComm-ATX, Inc.
U.S.	FAMILY PLACE	2,471,565	7/24/01	CoreComm-Voyager, Inc.

SCHEDULE A
to Amended and Restated Trademark
Security Interest Agreement

<u>Country</u>	<u>Trademark</u>	<u>Reg. #/ (App. #)</u>	<u>Reg. Date/ (App. Date)</u>	<u>Owner</u>
U.S.	FAMILY PLACE	2,471,564	7/24/01	CoreComm-Voyager, Inc.
U.S.	VOYAGER.NET FAMILY PLACE	2,473,522	7/31/01	CoreComm-Voyager, Inc.
U.S.	WE KEEP YOU CONNECTED	2,632,371	10/8/02	CoreComm-Voyager, Inc.
U.S.	MEGSINET-CLEC (and Design)	2,439,852	04/03/01	CoreComm-Voyager, Inc.
U.S.	NETLINK (and Design)	2,223,886	02/16/99	Voyager Information Networks, Inc.
U.S.	EXEC-PC	1,546,767	07/04/89	Voyager Information Networks, Inc.

SCHEDULE B

Trademark Licenses

None