

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MDC Partners, Inc.		06/18/2007	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Fortress Credit Corp., as Collateral Agent		
Street Address:	1345 Avenue Of The Americas		
Internal Address:	46th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2446695	MAXXCOM	
Registration Number:	2976363	PERPETUAL PARTNERSHIP	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-756-2494		
Email:	watt.wanapha@srz.com		
Correspondent Name:	Watt Wanapha		
Address Line 1:	919 Third Avenue		
Address Line 2:	19th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	026033.0139		
NAME OF SUBMITTER:	Watt Wanapha (026033.0139)		

CH \$65.00 2446695

Signature:	/kc for ww/
Date:	08/09/2007
Total Attachments: 5 source=Trademark Grant of Security Interest for MDC Partners Inc#page1.tif source=Trademark Grant of Security Interest for MDC Partners Inc#page2.tif source=Trademark Grant of Security Interest for MDC Partners Inc#page3.tif source=Trademark Grant of Security Interest for MDC Partners Inc#page4.tif source=Trademark Grant of Security Interest for MDC Partners Inc#page5.tif	

GRANT OF A SECURITY INTEREST IN TRADEMARKS RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of June 18, 2007, is made by MDC PARTNERS, INC., a Canada corporation located at 45 Hazelton Avenue, Toronto, Ontario M5R 2E3, (the "Grantor") in favor of FORTRESS CREDIT CORP., a Delaware Corporation, as Collateral Agent (in such capacity, together with its successors and assigns, if any, the "Collateral Agent") for itself and the lenders from time to time (the "Lenders"), parties to the Financing Agreement, dated as of June 18, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Financing Agreement"), among MDC PARTNERS INC., a Canadian corporation (the "Parent"), MAXXCOM INC., a Delaware corporation (the "Borrower"), the subsidiaries of the Parent parties thereto, the Lenders, the Collateral Agent, and WELLS FARGO FOOTHILL INC., as administrative agent for the Lenders.

WHEREAS, pursuant to the Financing Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Financing Agreement, the Borrower and certain subsidiaries of the Parent (including the Grantor) have executed and delivered a Pledge and Security Agreement, dated as of June 18, 2007 in favor of the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor holds all right, title and interest in and to, the Trademarks, including, without limitation, the marks listed on the attached Schedule A, which Trademarks are registered or applied for in the United States Patent and Trademark Office;

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties and the L/C Issuer (each such term as defined in the Security Agreement and/or the Financing Agreement), a continuing security interest in all Intellectual Property, including, without limitation the Trademarks (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Security Agreement, the Grantor does hereby grant to the Collateral Agent for the benefit of the Secured Parties and the L/C Issuer, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Financing Agreement or the Security Agreement.

This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Collateral Agent for the benefit of the Secured Parties and the L/C Issuer in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its officer thereunto duly authorized as of June 18, 2007.

MDC PARTNERS INC.

By: 

Name: STEVEN BURNS
Title: AUTHORIZED SIGNATORY

By: 

Name: MITCHELL GENDEL
Title: AUTHORIZED SIGNATORY

Trademark Security
Agreement

TRADEMARK
REEL: 003599 FRAME: 0376

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 18th day of June, 2007, before me personally came Steven Berns and Mitchell Gendel, to me known to be the persons who executed the foregoing instrument, and each of whom, being duly sworn by me, did depose and say (i) that he is an Authorized Signatory of **MDC Partners Inc.**, a Canada corporation; (ii) that he executed the foregoing instrument in the firm name of **MDC Partners Inc.**; (iii), that he had authority to sign the same; and (iv) he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



[NOTARY SEAL]

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark	Application or Registration No.	Registration Date
Maxxcom	2,446,695	4/24/2001
Perpetual Partnership	2,976,363	7/26/2005

10444447.1