

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FORTRESS CREDIT CORP., as Collateral Agent		10/23/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MDC PARTNERS, INC.		
<b>Street Address:</b>	45 Hazelton Ave.		
<b>City:</b>	Toronto		
<b>State/Country:</b>	ONTARIO		
<b>Postal Code:</b>	M5R 2E3		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2446695	MAXXCOM	
Registration Number:	2976363	PERPETUAL PARTNERSHIP	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(312)863-7806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312.863.7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1989.230		
NAME OF SUBMITTER:	Nancy Brougher		
Signature:	/njb/		

OP \$65.00 2446695

Date:

10/26/2009

**Total Attachments: 4**

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**RELEASE OF ASSIGNMENT FOR SECURITY OF TRADEMARKS**

THIS RELEASE OF SECURITY INTEREST OF TRADEMARKS (the "Release") is made as of this 23<sup>rd</sup> day of October, 2009, by FORTRESS CREDIT CORP., as Collateral Agent ("Fortress"), a Delaware corporation, as Collateral Agent, in favor of MDC PARTNERS, INC. ("Company"), a Canada corporation.

WHEREAS, pursuant to the Pledge and Security Agreement, dated as of June 18, 2007, made by the Grantors (as defined therein) in favor of Fortress (the "Security Agreement"), a security interest (the "Security Interest") was granted by the Grantors to Fortress in certain collateral, including in the Trademarks (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of a Security Interest in Trademark Rights, dated June 18, 2007 (the "Trademark Security Agreement"), by reference to the Security Agreement, Company reaffirmed its intent to grant a Security Interest to Fortress, as agent for itself and various other financial institutions, and granted Fortress a security interest in all right, title and interest of Company in and to the trademark registrations and applications listed on Schedule A attached hereto (the "Trademarks");

WHEREAS, the Trademark Security Agreement was recorded on August 10, 2007 in the Trademark Division of United States and Patent and Trademark Office at Reel 3599, Frame 372; and

WHEREAS, Fortress wishes to provide a document suitable for recording in the United States Patent and Trademark Office for purposes of recording the release, relinquishment and discharge of its security interest in the Trademarks.

NOW, THEREFORE, in consideration and exchange for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Fortress hereby

unconditionally and expressly releases, terminates and discharges any and all of its right, title and interest, including any and all liens and security interests it may have in the Trademarks, without recourse to Fortress, and without any representation or warranty of any kind, express or implied, and at the sole cost and expense of Company. Fortress further agrees to execute and deliver, at the sole cost and expense of Company, such further instruments, documents and release forms and take such further action as Company may reasonably request in order to confirm this Release, in each case without recourse to Fortress, and without any representation or warranty of any kind, express or implied.

IN WITNESS WHEREOF, Fortress has caused this Release to be duly executed as of October 23, 2009. This Release shall be binding upon Fortress' legal representatives, assigns and successors.

FORTRESS CREDIT CORP., as Collateral Agent

By: \_\_\_\_\_  
Name: CONSTANTINE M. DAKOLIAS  
Title: PRESIDENT

**SCHEDULE A**

<b>MARK</b>	<b>REGISTRATION NUMBER</b>	<b>DATE</b>
Maxxcom	2446695	04/24/01
Perpetual Partnership	2976363	07/26/05