

# 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
COMPANY C COMMUNICATIONS LLC		10/23/2009	LIMITED LIABILITY COMPANY: DELAWARE
COLLE & MCVOY INC.		10/23/2009	CORPORATION: DELAWARE
CRISPIN PORTER & BOGUSKY LLC		10/23/2009	LIMITED LIABILITY COMPANY: DELAWARE
KBP HOLDINGS LLC		10/23/2009	LIMITED LIABILITY COMPANY: DELAWARE
KIRSHENBAUM BOND & PARTNERS LLC		10/23/2009	LIMITED LIABILITY COMPANY: DELAWARE
MONO ADVERTISING, LLC		10/23/2009	LIMITED LIABILITY COMPANY: DELAWARE
REDFSCOUT LLC		10/23/2009	LIMITED LIABILITY COMPANY: DELAWARE
SOURCE MARKETING LLC		10/23/2009	LIMITED LIABILITY COMPANY: NEW YORK
TRAFFIC GENERATORS, LLC		10/23/2009	LIMITED LIABILITY COMPANY: GEORGIA
YAMAMOTO MOSS MACKENZIE, INC.		10/23/2009	CORPORATION: DELAWARE
ZYMAN GROUP, LLC		10/23/2009	LIMITED LIABILITY COMPANY: DELAWARE
HELLO DESIGN, LLC		10/23/2009	LIMITED LIABILITY COMPANY: CALIFORNIA
MDC PARTNERS INC.		10/23/2009	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	WELLS FARGO FOOTHILL, LLC, as Agent		
Street Address:	One Boston Place		
Internal Address:	Suite 1800		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		

OP \$865.00 3134299

900146213

TRADEMARK  
 REEL: 004085 FRAME: 0425

Entity Type: LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	3134299	EXPONENT
Registration Number:	3407874	COMPANY C
Registration Number:	3397130	COMPANY C - CREATE CONNECT COMPEL
Registration Number:	2940276	RADAR COMMUNICATIONS
Registration Number:	2709288	R
Serial Number:	77787613	CRISPIN PORTER + BOGUSKY
Serial Number:	77787616	CRISPIN PORTER + BOGUSKY
Registration Number:	3348323	HELLO DESIGN
Registration Number:	2512364	KIRSHENBAUM BOND & PARTNERS
Registration Number:	2524839	KBP
Registration Number:	2956648	THE MEDIA KITCHEN
Registration Number:	3498936	SERIOUS CHUTZPAH
Registration Number:	2976363	PERPETUAL PARTNERSHIP
Registration Number:	3629209	WHERE GREAT TALENT LIVES
Serial Number:	77852538	BOULDER DIGITAL WORKS
Registration Number:	3237911	MONO
Registration Number:	3424776	TALENT FOR GROWTH
Registration Number:	3311579	REDSOUT
Registration Number:	3598917	ENVI MARKETING
Registration Number:	3598918	ENVI MARKETING
Registration Number:	3598919	PROFITABLE BY NATURE
Registration Number:	2917492	TRAFFIC GENERATORS
Registration Number:	2887441	TEASE TRAIN SUSTAIN
Registration Number:	3202559	B2S MARKETING
Registration Number:	2543554	ENDLESS IMAGINATION
Registration Number:	2560225	EMPOWERING WORLD CLASS MARKETING
Registration Number:	2574458	TEOMAWKI
Registration Number:	2725056	Z
Registration Number:	2554051	Z GROUP
Registration Number:	2725152	ZMG
Registration Number:	2922261	ZYMAN GROUP

TRADEMARK

REEL: 004085 FRAME: 0426

Registration Number:	2557199	ZMARKETING
Registration Number:	2743246	ZYMAN MARKETING GROUP
Registration Number:	2725156	ZYMAN MARKETING GROUP

#### CORRESPONDENCE DATA

Fax Number: (312)863-7806

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 312.863.7198

Email: nancy.brougher@goldbergekohn.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
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NAME OF SUBMITTER:	Nancy Brougher
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Signature:	/njb/
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Date:	10/27/2009
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#### Total Attachments: 10

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 23rd day of October, 2009, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO FOOTHILL, LLC**, a Delaware limited liability company ("WFF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, including any replacement agreement therefor, being hereinafter referred to as the "Credit Agreement") by and among MDC Partners Inc., a corporation organized under the federal laws of Canada, as parent ("Parent"), Maxxcom Inc., a Delaware corporation, as borrower ("Borrower"), the lenders that are signatories thereto (such lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), each of the Subsidiaries of Parent that is signatory thereto and WFF as Agent, the Lender Group has agreed to make certain loans and other financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of October 23, 2009 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks and exclusive, inbound Intellectual Property Licenses for Trademarks to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Intellectual Property License for Trademarks.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give a written report on a quarterly basis to Agent with respect to any trademark rights that were acquired, registered, or filed by any Grantor during the prior period. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this

Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

8. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 8.

9. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

COMPANY C COMMUNICATIONS LLC,  
a Delaware limited liability company

COLLE & MCVOY, INC.,  
a Delaware limited liability company

CRISPIN PORTER & BOGUSKY LLC,  
a Delaware limited liability company

KBP HOLDINGS LLC,  
a Delaware limited liability company

KIRSHENBAUM BOND & PARTNERS LLC,  
a Delaware limited liability company

MONO ADVERTISING, LLC,  
a Delaware limited liability company

REDFSCOUT LLC,  
a Delaware limited liability company

SOURCE MARKETING LLC,  
a New York limited liability company

TRAFFIC GENERATORS, LLC,  
a Georgia limited liability company

YAMAMOTO MOSS MACKENZIE, INC.,  
a Delaware corporation

ZYMAN GROUP, LLC,  
a Delaware limited liability company

By: 

Name: MICHAEL SABATINO

Title: Authorized Signatory

By: 

Name: MITCHELL GENDEL

Title: Authorized Signatory

HELLO DESIGN, LLC,  
a California limited liability company

By: Mitchell Conzel  
Name: MITCHELL CONZEL  
Title: Authorized Signatory

By: \_\_\_\_\_  
Name: DAVID LAI  
Title: Authorized Signatory


MDC PARTNERS INC., a federal company organized  
under the laws of Canada

By: \_\_\_\_\_  
Name: Robert E. Dickson  
Title: Managing Director

By: \_\_\_\_\_  
Name: Glenn Gibson  
Title: Senior Vice President



HELLO DESIGN, LLC,  
a California limited liability company

By:   
Name: DAVID LAM  
Title: Authorized Signatory

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

MDC PARTNERS INC., a federal company organized  
under the laws of Canada

By: \_\_\_\_\_  
Name: Robert E. Dickson  
Title: Managing Director

By: \_\_\_\_\_  
Name: Glenn Gibson  
Title: Senior Vice President

HELLO DESIGN, LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

MDC PARTNERS INC., a federal company organized  
under the laws of Canada

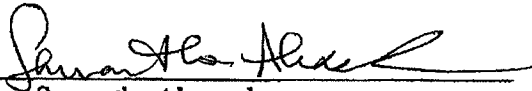
By: \_\_\_\_\_  
Name: Robert E. Dickson  
Title: Managing Director

By: \_\_\_\_\_  
Name: Glenn Gibson  
Title: Senior Vice President

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

WELLS FARGO FOOTHILL, LLC,  
a Delaware limited liability company

By:   
Name: Samantha Alexander  
Title: Vice President

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

**U.S. Trademark Registrations/Applications**

GRANTOR	TRADEMARK	Application or Registration No.	App/Reg Date
Colle & McVoy, Inc.	Exponent	3,134,299	08/22/06
Company C Communications, LLC	Company C	3,407,874	04/08/08
Company C Communications, LLC	Company C – Create Connect Compel	3,397,130	03/18/08
Crispin Porter & Bogusky LLC	Radar Communications	2,940,276	04/12/05
Crispin Porter & Bogusky LLC	R Service Mark for Radar Communications	2,709,288	04/22/03
Crispin Porter & Bogusky LLC	Crispin Porter + Bogusky	77/787,613	07/23/09
Crispin Porter & Bogusky LLC	Crispin Porter + Bogusky	77/787,616	07/23/09
Hello Design, LLC	Hello Design	3,348,323	12/04/07
KBP Holdings LLC	Kirshenbaum Bond & Partners	2,512,364	11/27/01
KBP Holdings LLC	KBP	2,524,839	01/01/02
KBP Holdings LLC	The Media Kitchen	2,956,648	05/31/05
Kirshenbaum Bond & Partners LLC	Serious Chutzpah	3,498,936	09/09/08
MDC Partners Inc.	Perpetual Partnership	2,976,363	07/26/05
MDC Partners Inc.	Where Great Talent Lives	3,629,209	06/02/09
MDC Partners Inc.	Boulder Digital Works	77/852,538	
Mono Advertising, LLC	Mono	3,237,911	05/01/07
Redscout LLC	Talent for Growth	3,424,776	05/06/08
Redscout LLC	Redscout	3,311,579	11/16/07
Source Marketing LLC	Envi Marketing	3,598,917	03/31/09
Source Marketing LLC	Envi Marketing	3,598,918	03/31/09
Source Marketing LLC	Profitable by Nature	3,598,919	03/31/09
Traffic Generators LLC	Traffic Generators	2,917,492	01/11/05
Yamamoto Moss Mackenzie Inc.	Tease train sustain	2,887,441	08/21/04
Yamamoto Moss Mackenzie Inc.	B2S Marketing	3,202,559	01/23/07
Yamamoto Moss Mackenzie Inc.	Endless Imagination	2,543,554	02/26/02
Zyman Group, LLC	Empowering World Class Marketing	2,560,225	04/09/02

GRANTOR	TRADEMARK	Application or Registration No.	App/Reg Date
Zyman Group, LLC	Teomawki	2,574,458	05/28/02
Zyman Group, LLC	Z (stylized)	2,725,056	06/10/03
Zyman Group, LLC	Z Group	2,554,051	03/26/02
Zyman Group, LLC	ZMG	2,725,152	06/10/03
Zyman Group, LLC	Zyman Group	2,922,261	02/01/05
Zyman Group, LLC	ZMarketing	2,557,199	04/02/02
Zyman Group, LLC	Zyman Marketing Group	2,743,246	07/29/03
Zyman Group, LLC	Zyman Marketing Group	2,725,156	06/10/03

**Exclusive Inbound Trademark Licenses**

NONE