

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM580110

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
72andSunny Partners, LLC		05/29/2020	Limited Liability Company: DELAWARE
Colle & McVoy LLC		05/29/2020	Limited Liability Company: DELAWARE
Crispin Porter & Bogusky LLC		05/29/2020	Limited Liability Company: DELAWARE
Doner Partners LLC		05/29/2020	Limited Liability Company: DELAWARE
Gale Partners LLC		05/29/2020	Limited Liability Company: DELAWARE
KBP Holdings LLC		05/29/2020	Limited Liability Company: DELAWARE
KWT Global LLC		05/29/2020	Limited Liability Company: DELAWARE
New Team LLC		05/29/2020	Limited Liability Company: DELAWARE
Plus Productions, LLC		05/29/2020	Limited Liability Company: DELAWARE
Redscout LLC		05/29/2020	Limited Liability Company: DELAWARE
Yamamoto Inc.		05/29/2020	Corporation: DELAWARE
Y Media Labs LLC		05/29/2020	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Wells Fargo Capital Finance, LLC, as Agent
<b>Street Address:</b>	125 High Street, 11th Floor
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02110
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	5734331	72ANDSUNNY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5279760	72U
Registration Number:	5237871	10 THOUSAND DESIGN
Registration Number:	5914102	CRISP JAM
Registration Number:	4727366	
Registration Number:	4727365	CP+B
Registration Number:	4989299	CP+B
Serial Number:	88813355	AT THE INTERSECTION OF MODERN & MAIN STR
Registration Number:	4509653	DONER
Registration Number:	5704335	ZERO & ONE
Registration Number:	5067844	KBS
Registration Number:	5067843	KBS
Registration Number:	4825370	KBS+
Registration Number:	4825369	KBS+
Registration Number:	5895512	KWT GLOBAL
Registration Number:	5895404	KWT GLOBAL
Registration Number:	4435745	+COMPANY KWITTKEN
Registration Number:	4435744	+COMPANY KWITTKEN
Registration Number:	4435743	+COMPANY KWITTKEN
Registration Number:	4425410	KWITTKEN
Registration Number:	4425409	KWITTKEN
Registration Number:	4425408	KWITTKEN
Registration Number:	4435739	KWITTKEN + COMPANY
Registration Number:	4439303	+COMPANY KWITTKEN
Registration Number:	4439302	KWITTKEN + COMPANY
Registration Number:	5001624	TEAM.
Registration Number:	5957686	WILD MANOR
Registration Number:	4883844	REDSOUT
Registration Number:	4846566	INNOVATION IS THE MOST POWERFUL FORM OF
Registration Number:	4554843	R
Registration Number:	4884975	YML
Registration Number:	4884974	Y MEDIA LABS
Registration Number:	4884971	Y MEDIA LABS
Registration Number:	4989477	CVLN
Registration Number:	4989476	CIVILIAN
Registration Number:	4984232	CIVILIAN

**CORRESPONDENCE DATA**

Fax Number: 3128637806

**Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.**

**Phone:** 3128637198  
**Email:** nancy.brougher@goldbergkohn.com  
**Correspondent Name:** Nancy J. Brougher, Paralegal  
**Address Line 1:** c/o Goldberg Kohn Ltd.  
**Address Line 2:** 55 East Monroe, Suite 3300  
**Address Line 4:** Chicago, ILLINOIS 60603

**ATTORNEY DOCKET NUMBER:** 1989.230

**NAME OF SUBMITTER:** Nancy Brougher

**SIGNATURE:** /njb/

**DATE SIGNED:** 06/08/2020

**Total Attachments: 9**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 29th day of May, 2020, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company (f/k/a Wells Fargo Foothill, LLC, a Delaware limited liability company), 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 Second Amended and Restated Credit Agreement dated as of May 3, 2016 (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 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 joinders, 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:**

72ANDSUNNY PARTNERS LLC, a Delaware limited liability company

COLLE & MCVOY LLC, a Delaware limited liability company

CRISPIN, PORTER & BOGUSKY LLC, a Delaware limited liability company

DONER PARTNERS LLC, a Delaware limited liability company

GALE PARTNERS LLC, a Delaware limited liability company

KBP HOLDINGS LLC, a Delaware limited liability company

KWT GLOBAL LLC, a Delaware limited liability company

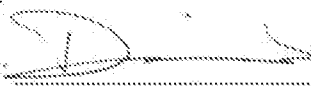
NEW TEAM LLC, a Delaware limited liability company

PLUS PRODUCTIONS LLC, a Delaware limited liability company

REDS-COUT LLC, a Delaware limited liability company

YAMAMOTO INC., a Delaware limited liability company

Y MEDIA LABS LLC, a Delaware limited liability company

Each by:   
Name: David Ross  
Title: Authorized Signatory

Each by: \_\_\_\_\_  
Name: Frank Lanuto  
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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:**

72ANDSUNNY PARTNERS LLC, a Delaware limited liability company

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GALE PARTNERS LLC, a Delaware limited liability company

KBP HOLDINGS LLC, a Delaware limited liability company

KWT GLOBAL LLC, a Delaware limited liability company

NEW TEAM LLC, a Delaware limited liability company

PLUS PRODUCTIONS LLC, a Delaware limited liability company

REDSKOUT LLC, a Delaware limited liability company

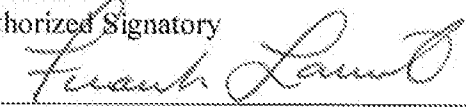
YAMAMOTO INC., a Delaware limited liability company

Y MEDIA LABS LLC, a Delaware limited liability company

Each by: \_\_\_\_\_

Name: David Ross

Title: Authorized Signatory

Each by:  \_\_\_\_\_

Name: Frank Lanuto

Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]



ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC, a  
Delaware limited liability company

By: Peter Schuebler  
Name: Peter Schuebler  
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 006955 FRAME: 0593

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations/Applications

Grantor	Serial Number	Mark	Application/ Registration No.	App/Reg Date
72ANDSUNNY PARTNERS LLC	87257139	72ANDSUNNY	5734331	04/23/19
72ANDSUNNY PARTNERS LLC	87224728	72U	5279760	09/05/17
COLLE & MCVOY LLC	86933105	10 THOUSAND DESIGN	5237871	07/04/17
CRISPIN, PORTER & BOGUSKY LLC	88416499	CRISP JAM	5914102	11/19/19
CRISPIN, PORTER & BOGUSKY LLC	86395721	None (Design only)	4727366	04/28/15
CRISPIN, PORTER & BOGUSKY LLC	86395719	CP+B	4727365	04/28/15
CRISPIN, PORTER & BOGUSKY LLC	86395718	CP+B	4989299	06/28/16
DONER PARTNERS LLC	88813355	AT THE INTERSECTION OF MODERN & MAIN STREET	N/A	N/A
DONER PARTNERS LLC	85958757	DONER	4509653	04/08/14
GALE PARTNERS LLC	87662198	ZERO & One	5704335	03/19/19
KBP HOLDINGS LLC	86943370	KBS	5067844	10/25/16
KBP HOLDINGS LLC	86943369	KBS	5067843	10/25/16

KBP HOLDINGS LLC	86943370	KBS+	4825370	10/06/15
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KBP HOLDINGS LLC	86943369	KBS+	4825369	10/06/15
KWT GLOBAL LLC <sup>1</sup>	88379994	KWT GLOBAL	5895512	10/29/19
KWT GLOBAL LLC	88376995	KWT GLOBAL	5895404	10/29/19
KWT GLOBAL LLC	85885694	+COMPANY KWITTKEN	4435745	11/19/13
KWT GLOBAL LLC	85885679	+COMPANY KWITTKEN	4435744	11/19/13
KWT GLOBAL LLC	85885667	+COMPANY KWITTKEN	4435743	11/19/13
KWT GLOBAL LLC	85885654	KWITTKEN	4425410	10/29/13
KWT GLOBAL LLC	85885634	KWITTKEN	4425409	10/29/13
KWT GLOBAL LLC	85885616	KWITTKEN	4425408	10/29/13
KWT GLOBAL LLC	85885609	KWITTKEN + COMPANY	4435739	11/19/13
KWT GLOBAL LLC	85885342	+COMPANY KWITTKEN	4439303	11/26/13
KWT GLOBAL LLC	85885300	KWITTKEN + COMPANY	4439302	11/26/13
NEW TEAM LLC	86716587	TEAM	5001624	07/19/16
PLUS PRODUCTIONS LLC	88369992	WILD MANOR	5957686	01/07/20
REDSOULT LLC	86261241	REDSOULT	4883844	01/12/16
REDSOULT LLC	86069230	INNOVATION IS THE MOST POWERFUL FORM OF MARKETING	4846566	11/03/15

<sup>1</sup> Formerly known as Kwittken PR LLC

REDFSCOUT LLC	86032395	R	4554843	06/24/14
Y MEDIA LABS LLC	86624404	YML	4884975	01/12/16
Y MEDIA LABS LLC	86624398	Y MEDIA LABS	4884974	01/12/16
Y MEDIA LABS LLC	86624382	Y MEDIA LABS	4884971	01/12/16
YAMAMOTO, INC. <sup>2</sup>	86462261	CVLN	4989477	06/28/16
YAMAMOTO, INC.	86462248	CIVILIAN	4989476	06/28/16
YAMAMOTO, INC.	86462259	CIVILIAN	4984232	06/21/16

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<sup>2</sup> Targetcom LLC merged with and into Yamamoto Inc.