

## 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
SPTC, Inc		03/04/2004	CORPORATION: NEVADA

## RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06856
Entity Type:	CORPORATION: NEW YORK

## PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	2338842	ARCADE AUCTION
Registration Number:	1464855	HEIRLOOM DISCOVERY DAYS
Registration Number:	1397628	PORTFOLIO
Registration Number:	2428011	SOTHEBYS
Registration Number:	2228976	SOTHEBY'S
Registration Number:	2228975	SOTHEBY'S
Registration Number:	2228974	SOTHEBY'S
Registration Number:	2228973	SOTHEBY'S
Registration Number:	2228967	SOTHEBY'S
Registration Number:	2228964	SOTHEBY'S
Registration Number:	2228963	SOTHEBY'S
Registration Number:	2288714	SOTHEBY'S
Registration Number:	2289991	SOTHEBY'S
Registration Number:	2308657	SOTHEBY'S
Registration Number:	2313336	SOTHEBY'S

TRADEMARK

REEL: 002815 FRAME: 0691

900006442

CH \$715.00 2338842

Registration Number:	2313265	SOTHEBY'S
Registration Number:	2338594	SOTHEBY'S
Registration Number:	2386853	SOTHEBY'S
Registration Number:	2386852	SOTHEBY'S
Registration Number:	2386850	SOTHEBY'S
Registration Number:	2386848	SOTHEBY'S
Registration Number:	2392557	SOTHEBY'S
Registration Number:	2420413	SOTHEBY'S
Registration Number:	2577652	SOTHEBY'S
Registration Number:	1638329	SOTHEBY'S
Registration Number:	2440641	SOTHEBY'S CONNOISSEUR
Registration Number:	2218934	YORK TRANSPORT
Serial Number:	76331849	COLLECTORS' CARROUSEL

#### CORRESPONDENCE DATA

Fax Number: (214)981-3400

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

Phone: 214-981-3319

Email: mroberts@sidley.com

Correspondent Name: Elisabeth A. Evert

Address Line 1: 717 North Harwood

Address Line 2: Suite 3400

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	39521-32880
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NAME OF SUBMITTER:	Susan Roberts
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#### Total Attachments: 13

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 4, 2004 (this "Trademark Security Agreement"), is made by SPTC, Inc. and such additional Sotheby Entities as may become party hereto from time to time (each such Person individually referred to herein as "Grantor" and collectively the "Grantors") in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders (in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among the Grantors, certain additional Subsidiaries of Holdings, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of the Borrowers;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of the Secured Parties, that certain Domestic Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Domestic Security Agreement"); and

WHEREAS, pursuant to the Domestic Security Agreement, the Grantors are required to execute and deliver to Agent, for itself and the ratable benefit of the Secured Parties, 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. Unless otherwise defined herein, terms defined in the Credit Agreement are used herein as therein defined, and the following shall have (unless otherwise provided elsewhere in this Trademark Security Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural form of the terms defined):

"Class A Collateral" shall mean all Trademark Collateral of the Grantors other than the Company or any Significant Subsidiary, and all proceeds of the foregoing.

"Class C Collateral" shall mean all Trademark Collateral other than Class A Collateral, and all proceeds of the foregoing.

"Class I Secured Obligations" shall mean prompt and complete payment, performance and observance of all of the Secured Obligations (specifically including, without limitation, each Borrower's Obligations arising under the cross-guaranty provisions of Section 12 of the Credit Agreement and each Domestic Subsidiary Guarantor's Obligations arising under the Domestic Subsidiary Guaranty).

"Class II Secured Obligations" shall mean the due and punctual payment of the principal of, premium, if any, and interest on the Senior Notes if and to the extent and only for so long as such obligations are required to be secured hereby pursuant to Section 4.03 of the Senior Note Indenture.

"Class I Secured Parties" shall mean the holders from time to time of Class I Secured Obligations.

"Class II Secured Parties" shall mean the holders from time to time of Class II Secured Obligations.

"Secured Parties" shall mean, collectively, the Class I Secured Parties and the Class II Secured Parties.

"Trademark Collateral" means:

(a) all of the Trademarks (other than the Real Estate Trademarks) of the Grantors and each Trademark License (other than any License in respect of the Real Estate Trademarks) to which any Grantor is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark and each such Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or any Trademark licensed under any such Trademark License or (ii) injury to the goodwill associated with any such Trademark or any Trademark licensed under any such Trademark License.

## 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

(a) As security for the prompt and complete payment and performance and observation in full of all of the Class I Secured Obligations, for the ratable benefit of the Class I Secured Parties, each Grantor hereby grants to Agent, its successors and assigns, for the benefit of the Class I Secured Parties, a first priority lien upon and first priority security interest in, all of its right, title and interest in, to and under the Class A

Collateral, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade names, styles or derivation thereof).

(b) As security for the prompt and complete payment and performance and observation in full of all of the Class I Secured Obligations in an amount equal at any time to 15% of Consolidated Net Tangible Assets as of the Designated Date, each Grantor hereby grants on a first priority basis unto Agent, its successors and assigns, for the ratable benefit of the Class I Secured Parties, a first priority lien upon and a first priority security interest in, all of its right, title and interest in, to and under the Class C Collateral, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade names, styles or derivation thereof).

(c) As security for the prompt and complete payment and performance and observation in full of all of the Class I Secured Obligations and, at any time when there shall be outstanding Class I Secured Obligations, the Class II Secured Obligations, each Grantor hereby grants on a second priority basis unto Agent, for the ratable benefit of the Class I Secured Parties and, at any such time, the Class II Secured Parties, a second priority lien upon and a second priority security interest in, all of its right, title and interest in, to and under the Class C Collateral, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade names, styles or derivation thereof). The grant under this clause (c) and the lien and security interest resulting herefrom shall be in all respects junior and subordinate to the grant under clause (b) above and the lien and security interest resulting therefrom.

(d) It is further understood and agreed that the limitation on the amount of Class I Secured Obligations secured by first priority security interests and liens in Class C Collateral imposed by paragraph (b) above applies to all first priority security interests in and liens on any Restricted Collateral securing any Class I Secured Obligations created by this Trademark Security Agreement and each of the other Loan Documents in such a manner that at no time shall Agent be entitled to realize proceeds of such first priority liens in excess of such amount, but that Agent shall be entitled to enforce such liens and security interests pursuant to this Trademark Security Agreement and the other Loan Documents in any manner or order of its choosing.

(e) It is further agreed, that, for purposes of determining under which of the foregoing clauses (a) through (c) a security interest has been created in any particular Collateral, Collateral shall be classified as Class A Collateral or Class C Collateral as of the date on which a security interest attaches to such Collateral under one of such foregoing clauses, and such Collateral shall remain so classified until such security interest is released by Agent notwithstanding any subsequent change in the character of such Collateral, including any change thereof which would otherwise cause such Collateral to be classified in a different class of Collateral as of the date of such change.

3. DOMESTIC SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the other Secured Parties, pursuant to the Domestic Security Agreement. 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 Domestic Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Agent shall apply the proceeds of any collection or sale of the Trademark Collateral, as well as any Trademark Collateral consisting of cash, in accordance with Section 9 of the Domestic Security Agreement. By acceptance of the benefits of this Trademark Security Agreement, each of the Secured Parties shall be deemed to have agreed to be bound by the terms of Section 8 of the Domestic Security Agreement with respect hereto and with respect to the Trademark Collateral of each Grantor, and the terms and provisions of such Section are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SPTC, INC.

By: William S. Sheridan  
Name: William S. Sheridan  
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF NEW YORK     )  
                                  )     ss.  
COUNTY OF NEW YORK    )

On this 4<sup>th</sup> day of March, 2004 before me personally appeared William Sheridan, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SPTC, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Lee A. Johnson  
Notary Public

LEE A. JOHNSON  
Notary Public, State of New York  
No. 01JO6080146  
Qualified in Kings County  
Commission Expires September 09, 2006

{seal}

Signature Page to  
Trademark Security Agreement


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SPTC, INC.

By: \_\_\_\_\_  
Name: William S. Sheridan  
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
DULY AUTHORIZED SIGNATORY

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF NEW YORK     )  
                                      )     ss.  
COUNTY OF NEW YORK    )

On this \_\_\_\_ day of March, 2004 before me personally appeared William Sheridan, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SPTC, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

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*Signature Page to  
Trademark Security Agreement*



**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

See Attached.

Cowan, Liebowitz & Latman, P.C.

Page: 1

Client: SOTHEBY'S HOLDINGS, INC.

U.S. Registrations and Applications in the Name of SPTC, Inc.

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. N</u>	<u>APPLN. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
United States	ARCADE AUCTION <i>Rec. Owner: SPTC, INC.</i>	75/755862	7/20/1999	2338842	4/4/2000	REGISTERED

35: AUCTION SERVICES

United States	COLLECTORS' CARROUSEL <i>Rec. Owner: SPTC, INC.</i>	76/331849	10/31/2001			FILED
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16: CATALOGUES OF DOLLS, MUSIC, MOVIE AND TELEVISION MEMORABILIA, SHEET MUSIC AND OTHER TYPES OF PERSONAL PROPERTY WHICH ARE COLLECTIBLES

35: CONDUCTING AUCTIONS FOR PERSONAL PROPERTY

United States	HEIRLOOM DISCOVERY DAYS <i>Rec. Owner: SPTC, INC.</i>			1464855	11/10/1987	REGISTERED
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36: EXPERT APPRAISAL SERVICES FOR TANGIBLE GOODS

United States	PORTFOLIO <i>Rec. Owner: SPTC, INC.</i>			1397628	6/17/1986	REGISTERED
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16: MAGAZINE DESCRIBING REGIONS OF THE WORLD AND FEATURING PROPERTIES LISTED FOR SALE

United States	SOTHEBYS <i>Rec. Owner: SPTC, INC.</i>	75/724436	6/9/1999	2428011	2/13/2001	REGISTERED
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35: PROVIDING COMPUTERIZED ON-LINE RETAIL SERVICES IN THE FIELD OF FINE AND DECORATIVE WORKS OF ART, JEWELRY, STAMPS, COINS, BOOKS, ANTIQUES, FURNITURE AND OTHER VALUABLE PERSONAL PROPERTY

42: PROVIDING INFORMATION VIA THE GLOBAL COMPUTER NETWORK IN THE FIELD OF FINE AND DECORATIVE WORKS OF ART, JEWELRY, STAMPS, COINS, BOOKS, ANTIQUES, FURNITURE AND OTHER VALUABLE PERSONAL PROPERTY

United States	SOTHEBY'S <i>Rec. Owner: SPTC, INC.</i>	75/482260	5/8/1998	2228973	3/2/1999	REGISTERED
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12: AIRPLANES, AUTOMOBILES, MOTORCYCLES, BABY CARRIAGES, BICYCLES, BOATS, CABLE AND RAILWAY CARS, BUSES, SAILBOATS, SEA PLANES AND YACHTS

United States	SOTHEBY'S <i>Rec. Owner: SPTC, INC.</i>	75/482263	5/8/1998	2228975	3/2/1999	REGISTERED
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13: GUNS, PISTOLS, RIFLES, AIR PISTOLS, AIR RIFLES, AUTOMATIC GUNS, AUTOMATIC PISTOLS, AUTOMATIC RIFLES, REVOLVERS, CANNONS, FIELD GUNS, MUSKETS, MILITARY RIFLES, AMMUNITION AND SPORTING RIFLES

Cowan, Liebowitz & Latman, P.C.

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Client: SOTHEBY'S HOLDINGS, INC.

U.S. Registrations and Applications in the Name of SPTC, Inc.

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. N</u>	<u>APPLN. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
United States	SOTHEBY'S <i>Rec. Owner: SPTC, INC.</i>	75/481705	5/8/1998	2288714	10/26/1999	REGISTERED

14: ORNAMENTAL ART IN PRECIOUS METAL; DECORATIVE ART IN PRECIOUS METAL; ART PICTURES IN PRECIOUS METAL; ART FOR WALLS IN PRECIOUS METALS; FINE ART IN PRECIOUS METALS; SCULPTURES, FIGURINES, AND STATUES IN PRECIOUS METAL; COINS OF PRECIOUS METAL

United States	SOTHEBY'S <i>Rec. Owner: SPTC, INC.</i>	76/132180	9/20/2000	2577652	6/11/2002	REGISTERED
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14: GOODS IN PRECIOUS METALS OR COATED THEREWITH, NAMELY, JEWELRY BOXES AND CASES, CIGARETTE BOXES AND CASES, VANITY CASES, LIPSTICK CASES, PERFUME ATOMIZERS, PURSES AND DECORATIVE FIGURINES; JEWELRY, NAMELY, NECKLACES, RINGS, EARRINGS, BRACELETS, BROOCHES, PENDANTS, CUFF LINKS, SHIRT STUDS AND TIE PINS; PRECIOUS STONES; HOROLOGICAL AND CHRONOMETRIC INSTRUMENTS, NAMELY, WATCHES, BRACELET WATCHES, PENDANT WATCHES, POCKET WATCHES AND CLOCKS

United States	SOTHEBY'S <i>Rec. Owner: SPTC, INC.</i>	75/481704	5/8/1998	2228967	3/2/1999	REGISTERED
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15: MUSICAL INSTRUMENTS, MUSIC BOXES, MUSIC ROLLS FOR PLAYER PIANOS

United States	SOTHEBY'S <i>Rec. Owner: SPTC, INC.</i>	75/494066	6/1/1998	2313336	2/1/2000	REGISTERED
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16: BOOKS, CATALOGUES, MAGAZINES, BULLETINS AND NEWSLETTERS, CONCERNING FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PROPERTY; PAINTINGS; POSTERS, MOUNTED AND UNMOUNTED PHOTOGRAPHS AND ILLUSTRATIONS; POSTAGE STAMPS; SHEET MUSIC; MAPS AND ATLASES; COMIC BOOKS; ART DRAWINGS; ART PRINTS; AUTOGRAPHS ON PAPER, ANIMATION CELS AND PAPERWEIGHTS

Cowan, Liebowitz & Latman, P.C.

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Client: SOTHEBY'S HOLDINGS, INC.

U.S. Registrations and Applications in the Name of SPTC, Inc.

<u>COUNTRY</u>	<u>MARK</u>	<u>APPL. N</u>	<u>APPL. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
United States	SOTHEBY'S Rec. Owner: SPTC, INC.			1638329	3/19/1991	REGISTERED

16: POSTERS AND CATALOGS, BULLETINS AND NEWSLETTERS CONCERNING FINE AND DECORATIVE ART

25: T-SHIRTS

35: AUCTION SERVICES AND ABSENTEE BIDDING AT AUCTIONS FOR OTHERS

36: APPRAISAL SERVICES FOR OTHERS FOR FINE FURNITURE, FINE AND DECORATIVE ART, JEWELRY, STAMPS, COINS, BOOKS AND OTHER VALUABLE PERSONAL PROPERTY; FINANCIAL SERVICES, NAMELY, PROVIDING LOANS TO OTHERS RELATING TO THE PURCHASE OF FINE FURNITURE, FINE AND DECORATIVE ART, JEWELRY, STAMPS, COINS, BOOKS AND OTHER VALUABLE PERSONAL PROPERTY; ADVANCEMENT OF FUNDS TO OTHERS FOR FINE FURNITURE, FINE AND DECORATIVE ART, JEWELRY, STAMPS, COINS, BOOKS, AND OTHER VALUABLE PERSONAL PROPERTY CONSIGNED FOR SALE AT AUCTIONS; PROVIDING LOANS TO OTHERS SECURED BY FINE FURNITURE, FINE AND DECORATIVE ART, JEWELRY, STAMPS, COINS, BOOKS AND OTHER VALUABLE PERSONAL PROPERTY NOT INTENDED FOR SALES

37: CONSERVATION AND RESTORATION SERVICES IN THE FIELD OF FINE FURNITURE AND FINE AND DECORATIVE WORKS OF ART

39: TRANSPORTATION SERVICES, NAMELY, THE TRANSPORTATION OF FINE FURNITURE, FINE AND DECORATIVE ART, JEWELRY, STAMPS, COINS, BOOKS, AND OTHER VALUABLE PERSONAL PROPERTY OF OTHERS BY MEANS OF TRUCK, AIRPLANE OR TRAIN

41: EDUCATIONAL SERVICES, NAMELY, CONDUCTING CLASSES AND SEMINARS IN THE FIELDS OF FINE FURNITURE AND FINE AND DECORATIVE ART

42: MAIL ORDER SERVICES IN THE FIELD OF BOOKS AND CATALOGS CONCERNING FINE FURNITURE AND FINE AND DECORATIVE ART.

United States	SOTHEBY'S Rec. Owner: SPTC, INC.	75/481703	5/8/1998	2392557	10/10/2000	REGISTERED
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18: ANTIQUE AND COLLECTIBLE ARTICLES, NAMELY, TRUNKS, LUGGAGE, ATHLETIC BAGS, SPORTSMAN'S HUNTING BAGS, SADDLES, TOOL BAGS SOLD EMPTY, TOTE BAGS, HANDBAGS, BRIEFCASES, DRAWSTRING POUCHES, COSMETICS CASES SOLD EMPTY, TOILETRY CASES SOLD EMPTY, UMBRELLAS, WALKING STICKS AND WALKING CANES

United States	SOTHEBY'S Rec. Owner: SPTC, INC.	75/481706	5/8/1998	2386850	9/19/2000	REGISTERED
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19: NON-METALLIC SCULPTURES OF CEMENT, MARBLE, STONE, AND SYNTHETIC MATERIALS, NAMELY, SYNTHETIC RESIN, PLASTIC AND FOAM; CERAMIC TILES; AND STAINED GLASS WINDOWS AND PANELS

United States	SOTHEBY'S Rec. Owner: SPTC, INC.	75/482356	5/11/1998	2228976	3/2/1999	REGISTERED
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20: WOOD AND METAL FURNITURE; DECORATIVE MIRRORS; AND SCULPTURES OF WOOD, BONE, IVORY, SHELL, AMBER OR MOTHER OF PEARL;

Client: SOTHEBY'S HOLDINGS, INC.

U.S. Registrations and Applications in the Name of SPTC, Inc.

COUNTRY	MARK	APPLN. N	APPLN. DATE	REG. NO.	REG. DATE	STATUS
United States	SOTHEBY'S Rec. Owner: SPTC, INC.	75/482351	5/11/1998	2386852	9/19/2000	REGISTERED

21: FINE AND DECORATIVE ARTICLES OF GLASSWARE, PORCELAIN AND CERAMICS, NAMELY, DISHES, BOWLS, SOUP TUREENS, SERVING PLATTERS, TEA SETS, COFFEE SERVERS, BEVERAGEWARE, ICE BUCKETS, DECANTERS, BOTTLES SOLD EMPTY, GRAVY BOATS, SALT CELLARS, PEPPER MILLS, SERVING SPOONS, PIE SERVERS, KITCHEN LADLES, DECORATIVE BOXES, JARS, NAMELY, COOKIE JARS, INSULATING JARS AND JARS FOR JAMS AND JELLIES, CANDLE HOLDERS, KNOBS, DECORATIVE EGGS, FIGURINES, CACHE POTS, WASH BASINS, PERFUME ATOMIZERS SOLD EMPTY, COMPACTS SOLD EMPTY, HAIR BRUSHES, HAIR COMBS, COSMETIC BRUSHES, SHAVING BRUSHES, SOAP HOLDERS, URNS AND VASES; LACQUERED AND CLOISONNE BOXES, BOWLS, DECORATIVE EGGS, DISHES AND FIGURINES; AND BASKETS MADE OF WICKER, STRAW, WOOD AND GRASS

United States	SOTHEBY'S Rec. Owner: SPTC, INC.	75/482357	5/11/1998	2386853	9/19/2000	REGISTERED
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24: TEXTILES, NAMELY BED BLANKETS, BED QUILTS, TAPESTRIES, CLOTH FLAGS, TEXTILE PANELS, BANNERS, ALTAR CLOTHS, TEXTILES OF NEEDLEWORK, WALL HANGINGS

United States	SOTHEBY'S Rec. Owner: SPTC, INC.	75/482352	5/11/1998	2313265	2/1/2000	REGISTERED
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25: DESIGNER, CELEBRITY AND VINTAGE CLOTHING, NAMELY HATS, DRESSES, SKIRTS, SWEATERS, JACKETS, PANTS, TRENCH COATS, BODY SUITS, T-SHIRTS, SHIRTS, SOCKS, CAPS, NECKTIES, ASCOTS, SCARVES, GLOVES, BELTS, SWEATPANTS, SWEATSHIRTS, SHORTS, TANK TOPS, LEGGINGS, LEOTARDS, LINGERIE, UNDERGARMENTS, BRIEFS, UNITARDS, HEAD BANDS, GLOVES, STOCKINGS, BLOUSES, FURS, SLACKS, SUITS, COATS, MASQUERADE COSTUMES, AND FOOTWEAR FOR MEN, WOMEN, AND CHILDREN

United States	SOTHEBY'S Rec. Owner: SPTC, INC.	75/481484	5/8/1998	2289991	11/2/1999	REGISTERED
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27: CARPETS, RUGS AND WALL HANGINGS NOT OF TEXTILE

United States	SOTHEBY'S Rec. Owner: SPTC, INC.	75/481485	5/8/1998	2386848	9/19/2000	REGISTERED
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28: ANTIQUE AND COLLECTIBLE TOYS, NAMELY, TOY BANKS, TOY TRAIN SETS, TOY VEHICLES, MODEL VEHICLES AND ACCESSORIES SOLD AS A UNIT, TOY SOLDIERS, TOY GUNS, TOY CONSTRUCTION BLOCKS, ROCKING HORSES, TOY SCOOTERS, KITES, DOLLS, DOLL COSTUMES, DOLL CASES, DOLL ACCESSORIES, DOLL HOUSES, DOLL HOUSE FURNISHINGS, TOY COOKWARE, STUFFED TOY ANIMALS, MUSICAL TOYS, PUPPETS, VENTRILOQUIST'S DUMMIES, PUZZLES, TOY MOBILES, BABY RATTLES, BATHTUB TOYS, MECHANICAL ACTION TOYS, ELECTRIC ACTION TOYS, ELECTRONIC ACTION TOYS, WIND-UP TOYS, YO-YOS, CHRISTMAS TREE ORNAMENTS, NOISEMAKERS; GAMES AND SPORTING EQUIPMENT, NAMELY, BOARD GAMES, CARD GAMES, DART GAMES, ARCADE GAMES, BILLIARD TABLES, BILLIARD CUES, BOWLING BAGS, BOWLING BALLS, BOWLING PINS, CARABINERS, CLAY PIGEONS, FENCING FOILS, FENCING GAUNTLETS, FENCING MASKS, BASEBALLS, BASEBALL BATS, BASEBALL GLOVES, BASEBALL MITTS, CATCHER'S MASKS, CRICKET BALLS, CRICKET BATS, GOLF CLUBS, GOLF BAGS, GOLF BALLS, NON-MOTORIZED GOLF CARTS, ARCHERY BOWS, ARCHERY ARROWS, FISHING RODS, WATERFOWL HUNTING DECOYS AND RACQUET BAGS

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Client: SOTHEBY'S HOLDINGS, INC.

U.S. Registrations and Applications in the Name of SPTC, Inc.

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. N</u>	<u>APPLN. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
United States	SOTHEBY'S <i>Rec. Owner: SPTC, INC.</i>	75/481481	5/8/1998	2228963	3/2/1999	REGISTERED

33: COLLECTIBLE WINES AND DISTILLED SPIRITS

United States	SOTHEBY'S <i>Rec. Owner: SPTC, INC.</i>	75/481487	5/8/1998	2228964	3/2/1999	REGISTERED
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34: SMOKING PIPES

United States	SOTHEBY'S <i>Rec. Owner: SPTC, INC.</i>	75/724435	6/9/1999	2338594	4/4/2000	REGISTERED
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35: MAIL ORDER SERVICES IN THE FIELD OF FINE FURNITURE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES, AND OTHER VALUABLE PROPERTY.

United States	SOTHEBY'S <i>Rec. Owner: SPTC, INC.</i>	75/494065	6/1/1998	2308657	1/18/2000	REGISTERED
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42: RESEARCH ADVICE AND AUTHENTICATION SERVICES RELATING TO THE AGE, PROVENANCE, HISTORY AND VALUE OF WORKS OF ART, ANTIQUES AND OF FURNITURE; MAKING HOTEL AND MEAL RESERVATIONS FOR OTHERS.

United States	SOTHEBY'S <i>Rec. Owner: SPTC, INC.</i>	75/482262	5/8/1998	2228974	3/2/1999	REGISTERED
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8: FLATWARE AND CUTLERY OR PRECIOUS AND NON-PRECIOUS METAL, KNIFE SHEATHS, DAGGERS, SWORDS AND SPEARS

United States	SOTHEBY'S <i>Rec. Owner: SPTC, INC.</i>	75/482261	5/8/1998	2420413	1/16/2001	REGISTERED
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9: ANTIQUE AND COLLECTIBLE ARTICLES, NAMELY BINOCULARS, MOTION PICTURE CAMERAS, PHOTOGRAPHIC CAMERAS, COMPASSES, BAROMETERS, HELMETS, NAMELY, MOTORCYCLE HELMETS, TRIBAL HELMETS, PRE-COLUMBIAN HELMETS, AMERICAN INDIAN HELMETS, MILITARY HELMETS, MEDIEVAL HELMETS, AND HELMETS FOR SPORTS; OPTICAL MIRRORS; PHONOGRAPHS; PHONOGRAPH RECORDS FEATURING MUSIC AND WORDS; JUKE BOXES, PROJECTORS, NAMELY MOVIE PROJECTORS, SLIDE AND PHOTOGRAPHIC PROJECTORS; RADIOS; SPECTACLES; MAGNIFYING GLASSES; SLOT MACHINES; TELEPHONES; AND TELESCOPES

Cowan, Liebowitz & Latman, P.C.

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Client: SOTHEBY'S HOLDINGS, INC.

U.S. Registrations and Applications in the Name of SPTC, Inc.

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. N</u>	<u>APPLN. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
United States	SOTHEBY'S CONNOISSEUR (Stylized)	75/899999	1/21/2000	2440641	4/3/2001	REGISTERED

SOTHEBY'S CONNOISSEUR

Rec. Owner: SPTC, INC.

42: PROVIDING ON-LINE INFORMATION IN THE FIELD OF FINE AND DECORATIVE WORKS OF ART, JEWELRY, STAMPS, COINS, BOOKS, ANTIQUES, FURNITURE AND OTHER VALUABLE PROPERTY

[REDACTED]  
SPTC, INC.

[REDACTED]  
SPTC, INC.

[REDACTED]  
SPTC, INC.

[REDACTED]

[REDACTED]  
SPTC, INC.

[REDACTED]

United States	YORK TRANSPORT	75/424464	1/27/1998	2218934	1/19/1999	REGISTERED
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Rec. Owner: SPTC, INC.

39: TRANSPORTATION SERVICES, NAMELY THE TRANSPORTATION OF ART AND ANTIQUES OF OTHERS BY MEANS OF TRUCK, AIRPLANE OR TRAIN