

02-18-2004



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Form PTO-1594

(Rev. 10/02)

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Tab settings

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 2-18-04
JPMorgan Chase Bank (f/k/a The Chase
Manhattan Bank), as Collateral Agent

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release of Security Interest

Execution Date: March 4, 04

2. Name and address of receiving party(ies)

Name: SPTC, Inc.

Internal

Address: _____

Street Address: 1400 South Virginia StreetCity: Reno State: NV Zip: 89502

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State NV
☐ Other _____

If assignee is not domiciled in the United States, a domestic
representative designation is attached: ☐ Yes ☒ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ANNEX 1 ATTACHED HERETO

Additional number(s) attached ☒ Yes ☐ No5. Name and address of party to whom correspondence
concerning document should be mailed:Name: Ms. Penelope AgadoaInternal Address: Federal Research CorporationStreet Address: 1030 Fifteenth Street NWCity: Washington State: DC Zip: 200056. Total number of applications and
registrations involved: 27. Total fee (37 CFR 3.41).....\$ 65.00

- ☐ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Danielle Schieber - Legal Assistant

Name of Person Signing

Signature

2/17/04
 Date
Total number of pages including cover sheet, attachments, and document: 2

02/19/2004 LWELLER 00000053 1248613

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 2023101 FC:8521
02 FC:852240.00 OP
25.00 OP

700115150

TRADEMARK
REEL: 002939 FRAME: 0221

Annex 1

Trademark	Registration Number	Registration Date
Sotheby's International Realty	1248613	August 16, 1983
Sotheby's International Realty Domain	2297853	December 7, 1999

EXECUTION COPY

From:
JPMorgan Chase Bank
(formerly known as The Chase Manhattan Bank)
270 Park Avenue
New York, NY 10017
United States of America

To:
Sotheby's Holdings, Inc.
1334 York Avenue
New York, NY 10021

February 17, 2004

Ref.: Pledge and Security Interest Release

Dear Sirs,

We refer to the Amended and Restated Credit Agreement dated as of July 10, 2001, as amended and restated as of February 7, 2003 (as amended from time to time, the "Amended and Restated Credit Agreement"), among Sotheby's Holdings, Inc., a Michigan corporation ("Holdings"); Sotheby's, Inc., a New York corporation ("Sotheby's, Inc."); Oatshare Limited, a company registered in England ("Oatshare"); Sotheby's, a company registered in England ("Sotheby's"); Sotheby's Global Trading GmbH, a company organized in Switzerland ("Global Trading"); each of Holdings, Sotheby's, Inc., Oatshare, Sotheby's and Global Trading being referred to individually as a "Borrower" and collectively as the "Borrowers"; the lenders from time to time party thereto (the "Lenders"); and JPMorgan Chase Bank, a New York banking corporation, as administrative agent (in such capacity, the "Administrative Agent") and as collateral agent (in such capacity, the "Collateral Agent") for the Lenders and as the Issuing Bank (such term and each other capitalized term used and not otherwise defined herein having the meaning assigned to it in the Amended and Restated Credit Agreement).

We also refer to the Security Agreement, the Pledge Agreement and the Trademark Security Agreement (together, the SIR Security Documents").

This letter is to confirm that, effective upon the consummation of the sale of all of the Equity Interests in Sotheby's International Realty, Inc. ("SIR") to NRT Incorporated (the "Purchaser"), (a) the pledge of 100% of the Equity Interests in SIR in our favor by Sotheby's Holdings, Inc. under the terms of the Pledge Agreement shall be automatically released and terminated without any further action on the part of any party, AND (b) all liens, security interests and all right, title and interest in and to the assets of SIR granted pursuant to any of the SIR Security Documents shall be automatically released and terminated without any further action on the part of any party.

We hereby deliver herewith each of the following:

[[NYCORP:2356642v3.4532W/02/12/04-04:06 p]]

TRADEMARK
REEL: 002939 FRAME: 0223

(a) Uniform Commercial Code termination statements, which we hereby authorize for filing, with respect to each of the financing statements identified on Schedule I hereto;

(b) duly executed and notarized (if applicable) releases for each of the other liens as identified on Schedule II hereto, including, without limitation, United States Copyright, Trademark and Patent releases and reassignments; and

(c) the certificated Equity Interests entrusted to our care which are identified on Schedule III hereto.

At any time and from time to time upon or after the effectiveness of the release described in the foregoing paragraph, upon the request of the Borrowers or the Purchaser, the Collateral Agent will promptly execute and deliver any and all further instruments and documents and take such further actions as the Borrowers or the Purchaser, as applicable, may reasonably request, in each case without representation or warranty and at the expense of the Borrowers, to effectuate, or reflect of the release of the security interests, pledges and liens referred to in the paragraph above.

IN WITNESS WHEREOF, the Collateral Agent has caused this letter to be duly executed by its duly authorized officer as of the day and year above written.

JPMORGAN CHASE BANK (f/k/a
The Chase Manhattan Bank), as
Collateral Agent,

by

Name:

Title:

Schedule I

<u>Debtor</u>	<u>Creditor</u>	<u>Jurisdiction</u>	<u>Initial Financing Statement File Number</u>
Sotheby's International Realty, Inc.	JPMorgan Chase Bank, as Collateral Agent.	FL, Palm Beach	ORB11872PG864
Sotheby's International Realty, Inc.	JPMorgan Chase Bank, as Collateral Agent.	FL Central/SOS	200000063556-3 03/16/2000
Sotheby's International Realty, Inc.	JPMorgan Chase Bank, as Collateral Agent.	MI Central/SOS	11988C 03/17/2000
Sotheby's International Realty, Inc.	JPMorgan Chase Bank, as Collateral Agent.	MI Central/SOS	27319C 08/06/2001
Sotheby's International Realty, Inc.	JPMorgan Chase, as Collateral Agent	CT, Greenwich Town	BK3396PG240 03/16/2000
Sotheby's International Realty, Inc.	JP Morgan Chase, as Collateral Agent	CT Central/SOS	1983856 03/16/2000

Schedule II

Trademark	Registration Number	Registration Date
Sotheby's International Realty	1248613	August 16, 1983
Sotheby's International Realty Domain	2297853	December 7, 1999

Schedule III

<u>Company</u>	<u>Certificate Number</u>	<u>Shares</u>	<u>Registered Owner</u>
Sotheby's International Realty, Inc.	002	7,500	Sotheby's Holdings, Inc.
Sotheby's International Realty, Inc.	004	833	Sotheby's Holdings, Inc.