

**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.		08/31/2009	CORPORATION: NEVADA

**RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation, as Agent
Street Address:	10 Riverview Drive
City:	Danbury
State/Country:	CONNECTICUT
Postal Code:	06810
Entity Type:	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 26**

Property Type	Number	Word Mark
Registration Number:	3331601	S D
Registration Number:	3148164	SOTHEBY'S
Serial Number:	77751928	ICOLLECT EXCLUSIVELY FOR SOTHEBY'S
Serial Number:	77615595	SOTHEBY'S PREFERRED
Registration Number:	3553604	MYSOTHEBYS
Registration Number:	2577652	SOTHEBY'S
Registration Number:	2338842	ARCADE
Registration Number:	2428011	SOTHEBYS
Registration Number:	2313336	SOTHEBY'S
Registration Number:	2308657	SOTHEBY'S
Registration Number:	2386853	SOTHEBY'S
Registration Number:	2228976	SOTHEBY'S
Registration Number:	2313265	SOTHEBY'S
Registration Number:	2386852	SOTHEBY'S

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Registration Number:	2228975	SOTHEBY'S
Registration Number:	2228974	SOTHEBY'S
Registration Number:	2420413	SOTHEBY'S
Registration Number:	2386850	SOTHEBY'S
Registration Number:	2288714	SOTHEBY'S
Registration Number:	2228967	SOTHEBY'S
Registration Number:	2392557	SOTHEBY'S
Registration Number:	2386848	SOTHEBY'S
Registration Number:	2289991	SOTHEBY'S
Registration Number:	2228963	SOTHEBY'S
Registration Number:	2218934	YORK TRANSPORT
Registration Number:	1638329	SOTHEBY'S

**CORRESPONDENCE DATA**

Fax Number: (214)981-3400  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 214-981-3483  
Email: dclark@sidley.com  
Correspondent Name: Dusan Clark, Esq.  
Address Line 1: Sidley Austin LLP  
Address Line 2: 717 N. Harwood St., Suite 3400  
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	39521-33180
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	08/31/2009

Total Attachments: 6  
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2009 (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 the Secured Parties (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 Parent, 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 Loans and to incur Letter of Credit Obligations for the benefit of the Borrowers;

WHEREAS, Agent and Lenders are willing to make 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, the U.S. Security Agreement; and

WHEREAS, pursuant to the U.S. 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. In addition, the term "Trademark Collateral" shall have the following meaning:

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

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

(c) 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. As security for the prompt and complete payment and performance and observation in full of all of the Secured Obligations, each Grantor hereby grants to Agent, its successors and assigns, for the benefit of the 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 Trademark 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).

3. U.S. 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 U.S. 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 U.S. 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 U.S. 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 U.S. 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.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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:

Title:

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent

By: \_\_\_\_\_  
Duly Authorized Signatory

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:  
Title:


ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent

By:  \_\_\_\_\_

**DANIEL T. EUBANKS**  
**DULY AUTHORIZED SIGNATORY**

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

NO.	MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.	STATUS
1.	S D <i>and Design</i>  	78734606	10/17/2005	3331601	11/6/2007	REGISTERED
2.	SOTHEBY'S <i>Block Letters</i>  <b>SOTHEBY'S</b>	78689785	8/10/2005	3148164	9/26/2006	REGISTERED
3.	I COLLECT EXCLUSIVELY FOR SOTHEBY'S <i>Block Letters</i>  I COLLECT EXCLUSIVELY FOR SOTHEBY'S	77751928	6/4/2009			PENDING (ITU)
4.	SOTHEBY'S PREFERRED <i>Block Letters</i>  SOTHEBY'S PREFERRED	77615595	11/17/2008			PENDING (ITU)
5.	MYSOTHEBYS <i>Block Letters</i>  <b>MYSOTHEBYS</b>	77470623	5/9/2008	3553604	12/30/2008	REGISTERED
6.	SOTHEBY'S	76132180	9/20/2000	2577652	6/11/2002	REGISTERED
7.	ARCADE <i>Block Letters</i>  <b>ARCADE</b>	75755862	7/20/1999	2338842	4/4/2000	REGISTERED

NO.	MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.	STATUS
8.	SOTHEBYS	75724436	6/9/1999	2428011	2/13/2001	REGISTERED
9.	SOTHEBYS	75494066	6/1/1998	2313336	2/1/2000	REGISTERED
10.	SOTHEBYS	75494065	6/1/1998	2308657	1/18/2000	REGISTERED
11.	SOTHEBYS	75482357	5/11/1998	2386853	9/19/2000	REGISTERED
12.	SOTHEBYS	75482356	5/11/1998	2228976	3/2/1999	RENEWED
13.	SOTHEBYS	75482352	5/11/1998	2313265	2/1/2000	REGISTERED
14.	SOTHEBYS	75482351	5/11/1998	2386852	9/19/2000	REGISTERED
15.	SOTHEBYS	75482263	5/8/1998	2228975	3/2/1999	RENEWED
16.	SOTHEBYS	75482262	5/8/1998	2228974	3/2/1999	RENEWED
17.	SOTHEBYS	75482261	5/8/1998	2420413	1/16/2001	REGISTERED
18.	SOTHEBYS	75481706	5/8/1998	2386850	9/19/2000	REGISTERED
19.	SOTHEBYS	75481705	5/8/1998	2288714	10/26/1999	REGISTERED
20.	SOTHEBYS	75481704	5/8/1998	2228967	3/2/1999	RENEWED
21.	SOTHEBYS	75481703	5/8/1998	2392557	10/10/2000	REGISTERED
22.	SOTHEBYS	75481485	5/8/1998	2386848	9/19/2000	REGISTERED
23.	SOTHEBYS	75481484	5/8/1998	2289991	11/2/1999	REGISTERED
24.	SOTHEBYS	75481481	5/8/1998	2228963	3/2/1999	RENEWED
25.	YORK TRANSPORT	75424464	1/27/1998	2218934	1/19/1999	RENEWED
26.	SOTHEBYS	73829978	10/4/1989	1638329	3/19/1991	RENEWED