

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545166

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SPTC, Inc.		10/07/2019	Corporation: NEVADA

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas
Street Address:	60 WALL STREET
Internal Address:	16th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Banking corporation: NEW YORK

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	3331601	S D
Registration Number:	4669794	S 2
Registration Number:	2428011	SOTHEBYS
Registration Number:	2228975	SOTHEBY'S
Registration Number:	2577652	SOTHEBY'S
Registration Number:	2288714	SOTHEBY'S
Registration Number:	2228967	SOTHEBY'S
Registration Number:	2313336	SOTHEBY'S
Registration Number:	1638329	SOTHEBY'S
Registration Number:	2392557	SOTHEBY'S
Registration Number:	2386850	SOTHEBY'S
Registration Number:	2228976	SOTHEBY'S
Registration Number:	2386852	SOTHEBY'S
Registration Number:	2386853	SOTHEBY'S
Registration Number:	2313265	SOTHEBY'S
Registration Number:	2289991	SOTHEBY'S
Registration Number:	2386848	SOTHEBY'S

CH \$690.00 3331601

Property Type	Number	Word Mark
Registration Number:	2228963	SOTHEBY'S
Registration Number:	3148164	SOTHEBY'S
Registration Number:	2308657	SOTHEBY'S
Registration Number:	2228974	SOTHEBY'S
Registration Number:	2420413	SOTHEBY'S
Registration Number:	5200421	SOTHEBY'S ART & HOME
Registration Number:	3845865	SOTHEBY'S PREFERRED
Registration Number:	2218934	YORK TRANSPORT
Serial Number:	88503929	SOTHEBY'S EST. 1744 HOME
Serial Number:	88503966	SOTHEBY'S EST. 1744 HOME

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 212-906-1216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	040606-0084
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	10/15/2019

Total Attachments: 9

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**CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES
TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of October 7, 2019, by SPTC, Inc., a Nevada corporation (the "Grantor"), to and in favor of Deutsche Bank Trust Company Americas for itself and as Collateral Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, reference is made to (i) that certain Credit Agreement, dated as of October 2, 2019 (as amended, modified, supplemented or restated hereafter, the "Credit Agreement"), among BidFair MergeRight Inc., a Delaware corporation (which on the Closing Date merged with and into Sotheby's a Delaware corporation (the "Company"), with the Company surviving such merger as the "Borrower"), BNP Paribas, as the Administrative Agent, the Collateral Agent and the other parties thereto and (ii) the Pledge and Security Agreement, dated as of October 2, 2019 (as amended, modified, supplemented or restated prior to the date hereof, the "Original Security Agreement");

WHEREAS, the Grantor and certain other Loan Parties have entered into that certain Joinder to Pledge and Security Agreement, dated as of October 7, 2019 (the "Pledge Joinder"), in favor of the Collateral Agent for the benefit of the Secured Parties under the Credit Agreement; the Original Security Agreement as supplemented by the Pledge Joinder is hereinafter referred to as the "Security Agreement"; and

WHEREAS, the Grantor owns the Trademarks listed on Exhibit A, which have been applied for, issued by, or registered with the United States Patent and Trademark Office;

WHEREAS, pursuant to the Security Agreement, the Grantor pledged, assigned and granted to the Grantee a security interest in all of its right, title and interest in, to, and under its Intellectual Property, including its Trademarks, and agreed to execute and deliver this Agreement for purposes of filing in the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms used and not otherwise defined herein shall have the respective meaning given to them in the Credit Agreement, or if not defined therein, in the Security Agreement.

2) The Security Interest.

(a) This Agreement is made to secure the satisfactory performance and payment of the Obligations. Upon termination of the Security Agreement pursuant to its express terms, this Agreement shall automatically terminate and all rights the Grantee may have in, to or

under the Trademarks shall automatically revert in full to the Grantor. Upon such termination, the Grantee shall promptly, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing and do such other acts as may be reasonably necessary to effect the release of (and evidence and record the release of) the Lien and security interest in the Trademarks acquired under the Security Agreement and this Agreement.

(b) The Grantor hereby pledges, assigns and grants to the Grantee, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest, to and under the Trademarks listed on Exhibit A, and, to the extent applicable, all foreign counterparts to, and all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of the foregoing, and all income, royalties, and proceeds at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Trademarks throughout the world, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof, and, in each case, all other rights accruing thereunder or pertaining thereto throughout the world (including all rights of priority and all rights to obtain any of the foregoing rights throughout the world).

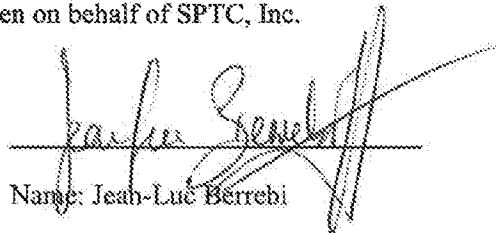
(c) Notwithstanding anything to the contrary contained above, the security interest created by this Agreement shall not extend to Excluded Assets.

3) Grants, Rights, Remedies. This Agreement has been executed in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern and control.

4) Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, INTERPRETED UNDER AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

5) Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written on behalf of SPTC, Inc.

A handwritten signature in black ink, appearing to read "Jean-Luc Berrebi", is written over a horizontal line. The signature is stylized and extends above and below the line.

Name: Jean-Luc Berrebi

Title: Vice President

(Signature Page to IP Security Agreement -- Bank)

TRADEMARK
REEL: 006771 FRAME: 0446

DEUTSCHE BANK TRUST COMPANY
AMERICAS as Collateral Agent



By: 
Name: _____
Title: **Irina Golovashchuk**
Vice President

(Signature Page to IP Security Agreement – Bank)

TRADEMARK
REEL: 006771 FRAME: 0447

Exhibit A

Trademarks

Owner	Mark	Application No. / Application Date	Registration No. / Registration Date
SPTC, INC.	SD & Design	78/734,606	3331601
		10/17/2005	11/6/2007
SPTC, INC.	S 2 Stylized	86/120,352	4669794
		11/15/2013	1/13/2015
SPTC, INC.	SOTHEBY'S	75/724,436	2428011
		6/9/1999	2/13/2001
SPTC, INC.	SOTHEBY'S	75/482,263	2228975
		5/8/1998	3/2/1999
SPTC, INC.	SOTHEBY'S	76/132,180	2577652
		9/20/2000	6/11/2002
SPTC, INC.	SOTHEBY'S	75/481,705	2288714
		5/8/1998	10/26/1999
SPTC, INC.	SOTHEBY'S	75/481,704	2228967
		5/8/1998	3/2/1999
SPTC, INC.	SOTHEBY'S	75/494,066	2313336
		6/1/1998	2/1/2000
SPTC, INC.	SOTHEBY'S	73/829,978	1638329
		10/4/1989	3/19/1991
SPTC, INC.	SOTHEBY'S	75/481,703	2392557
		5/8/1998	10/10/2000
SPTC, INC.	SOTHEBY'S	75/481,706	2386850
		5/8/1998	9/19/2000

Owner	Mark	Application No. / Application Date	Registration No. / Registration Date
SPTC, INC.	SOTHEBY'S	75/482,356 5/11/1998	2228976 3/2/1999
SPTC, INC.	SOTHEBY'S	75/482,351 5/11/1998	2386852 9/19/2000
SPTC, INC.	SOTHEBY'S	75/482,357 5/11/1998	2386853 9/19/2000
SPTC, INC.	SOTHEBY'S	75/482,352 5/11/1998	2313265 2/1/2000
SPTC, INC.	SOTHEBY'S	75/481,484 5/8/1998	2289991 11/2/1999
SPTC, INC.	SOTHEBY'S	75/481,485 5/8/1998	2386848 9/19/2000
SPTC, INC.	SOTHEBY'S	75/481,481 5/8/1998	2228963 3/2/1999
SPTC, INC.	SOTHEBY'S	78/689,785 8/10/2005	3148164 9/26/2006
SPTC, INC.	SOTHEBY'S	75/494,065 6/1/1998	2308657 1/18/2000
SPTC, INC.	SOTHEBY'S	75/482,262 5/8/1998	2228974 3/2/1999
SPTC, INC.	SOTHEBY'S	75/482,261 5/8/1998	2420413 1/16/2001

Owner	Mark	Application No. / Application Date	Registration No. / Registration Date
SPTC, INC.	SOTHEBY'S ART & HOME	86/539,813 2/19/2015	5200421 5/9/2017
SPTC, INC.	SOTHEBY'S PREFERRED	77/615,595 11/17/2008	3845865 9/7/2010
SPTC, INC.	YORK TRANSPORT	75/424,464 1/27/1998	2218934 1/19/1999
SPTC, INC.	ART CREATES CURES	87,569923 ITU 8/15/2017	Registration pending
SPTC, INC.	S EST. 1744 	86,857348 ITU 12/22/2015	Registration pending
SPTC, INC.	SOTHEBY'S EST. 1744 COLLECTORS GATHER HERE 	86,857350 ITU 12/22/2015	Registration pending
SPTC, INC.	SOTHEBY'S EST. 1744 HOME	88,503929 7/8/2019	Registration pending
SPTC, INC.	SOTHEBY'S EST. 1744 HOME	88,503966 7/8/2019	Registration pending
SPTC, INC.	SOTHEBY'S STUDIOS	88,072308 ITU 8/9/2018	Registration pending

Owner	Mark	Application No. / Application Date	Registration No. / Registration Date
SPTC, INC.	VIKING	88,460706 ITU 6/5/2019	Registration pending