

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM670418

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SIBS, LLC | | 08/25/2021 | Limited Liability Company: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | DEUTSCHE BANK TRUST COMPANY AMERICAS for itself and as Collateral Agent | | |
| Street Address: | 60 WALL STREET | | |
| Internal Address: | 24th Floor / Mail Stop NYC60-2405 | | |
| City: | NEW YORK | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10005 | | |
| Entity Type: | Banking Corporation: NEW YORK | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5617214 | KOHV | |
| Registration Number: | 5617213 | KOHV | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6172359493 | | |
| <i>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.</i> | | | |
| Phone: | 212-596-9287 | | |
| Email: | nicole.mollica@ropesgray.com | | |
| Correspondent Name: | Nicole Mollica, Ropes & Gray LLP | | |
| Address Line 1: | 1211 Avenue of the Americas | | |
| Address Line 4: | New York, NEW YORK 10036 | | |
| ATTORNEY DOCKET NUMBER: | 115456-0009-001 | | |
| NAME OF SUBMITTER: | Nicole Mollica | | |
| SIGNATURE: | /nicole mollica/ | | |
| DATE SIGNED: | 08/26/2021 | | |
| Total Attachments: 5 | | | |
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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 August 25, 2021 by and among SIBS, LLC, a New York limited liability company (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 Security Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, reference is made to that certain Indenture, dated as of July 30, 2021 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), among, inter alios, BidFair Holdings Inc., a Delaware corporation, and Sotheby's, a Delaware corporation, as co-issuers, and Deutsche Bank Trust Company Americas, as trustee and as notes collateral agent;

WHEREAS, the Grantor, certain other grantors and the Grantee have entered into that certain Notes Pledge and Security Agreement, dated as of August 25, 2021 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

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; and

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 Indenture, 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 Notes 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 Notes 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.

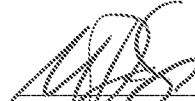
4. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, INTERPRETED UNDER AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

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 parties hereto have duly executed this Agreement as of the day and year first above written.

SIBS, LLC, as Grantor

By:



Name: **Marco DeSanto**
Title: **Vice President and Secretary**


DEUTSCHE BANK TRUST
COMPANY AMERICAS
as Grantee

By: _____
DocuSigned by:
Rodney Gaughan
3930FAEE3DF440B...
Name: Rodney Gaughan
Title: Vice President

By: _____
DocuSigned by:
Irina Golovashchuk
0554C4BAE90D450...
Name: Irina Golovashchuk
Title: Vice President

Exhibit A

Trademarks

| Owner | Mark | Application No. / Application Date | Registration No. / Registration Date |
|----------|---|---------------------------------------|---|
| SIBS LLC |  | 87882331 4/18/2018 | 5617214 11/27/2018 |
| SIBS LLC | KOHV | 87882318 4/18/2018 | 5617213 11/27/2018 |