

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM670472

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPTC, INC.		08/25/2021	Corporation: NEVADA
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: 29			
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	
Registration Number:	2228963	SOTHEBY'S	
TRADEMARK			

CH \$740.00 3331601

Property Type	Number	Word Mark
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
Serial Number:	86857348	S EST. 1744
Serial Number:	86857350	SOTHEBY'S EST. 1744 COLLECTORS GATHER HE
Serial Number:	88503929	SOTHEBY'S EST. 1744 HOME
Serial Number:	88503966	SOTHEBY'S EST. 1744 HOME
Registration Number:	2218934	YORK TRANSPORT

CORRESPONDENCE DATA

Fax Number: 6172359493

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: 212-596-9287

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: 8

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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 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 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.

SPTC, INC., as Grantor

By:



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

DEUTSCHE BANK TRUST
COMPANY AMERICAS
as Grantee

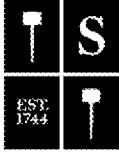
By: _____
DocuSigned by:
Rodney Gaughan
Name: Rodney Gaughan
Title: Vice President

By: _____
DocuSigned by:
Irina Golovashchuk
Name: Irina Golovashchuk
Title: Vice President

Exhibit A
Trademarks

Owner	Mark	Application No. / Application Date	Registration No. / Registration Date
SPTC, INC.	SD & Design 	78/734,606 10/17/2005	3331601 11/6/2007
SPTC, INC.	S 2 Stylized 	86/120,352 11/15/2013	4669794 1/13/2015
SPTC, INC.	SOTHEBY'S	75/724,436 6/9/1999	2428011 2/13/2001
SPTC, INC.	SOTHEBY'S	75/482,263 5/8/1998	2228975 3/2/1999
SPTC, INC.	SOTHEBY'S	76/132,180 9/20/2000	2577652 6/11/2002
SPTC, INC.	SOTHEBY'S	75/481,705 5/8/1998	2288714 10/26/1999
SPTC, INC.	SOTHEBY'S	75/481,704 5/8/1998	2228967 3/2/1999
SPTC, INC.	SOTHEBY'S	75/494,066 6/1/1998	2313336 2/1/2000
SPTC, INC.	SOTHEBY'S	73/829,978 10/4/1989	1638329 3/19/1991
SPTC, INC.	SOTHEBY'S	75/481,703 5/8/1998	2392557 10/10/2000
SPTC, INC.	SOTHEBY'S	75/481,706 5/8/1998	2386850 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
SPTC, INC.	SOTHEBY'S ART & HOME	86/539,813 2/19/2015	5200421 5/9/2017

Owner	Mark	Application No. / Application Date	Registration No. / Registration Date
SPTC, INC.	SOTHEBY'S PREFERRED	77/615,595 11/17/2008	3845865 9/7/2010
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
SPTC, INC.	VIKING	88,460706 ITU 6/5/2019	Registration pending
SPTC, INC.	YORK TRANSPORT	75/424,464 1/27/1998	2218934 1/19/1999