

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
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| NATURE OF CONVEYANCE: | SECURITY INTEREST |
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|-----------------------------|-----------------|-----------------------|----------------------------|
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SPTC Delaware, LLC | | 04/16/2004 | limited liability company: |

| | |
|-----------------------------|---|
| RECEIVING PARTY DATA | |
| Name: | Sotheby's International Realty Licensee Corporation |
| Street Address: | 9 West 57th Street, 37th Floor |
| Internal Address: | c/o Cendant Corporation (Eric J. Bock) |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10019 |
| Entity Type: | CORPORATION: DELAWARE |

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| PROPERTY NUMBERS Total: 1 | | |
| Property Type | Number | Word Mark |
| Registration Number: | 1248613 | SOTHEBY'S INTERNATIONAL REALTY |

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| CORRESPONDENCE DATA | |
| Fax Number: | (202)778-5047 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Email: | trademarks@cov.com |
| Correspondent Name: | Kathleen T. Gallagher-Duff |
| Address Line 1: | 1201 Pennsylvania Avenue, N.W. |
| Address Line 2: | Covington & Burling |
| Address Line 4: | Washington, DISTRICT OF COLUMBIA 20004 |

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| ATTORNEY DOCKET NUMBER: | 025416.00021 |
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| NAME OF SUBMITTER: | Cheryl L. Fountain/Legal Assistant |
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Total Attachments: 9
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SECURITY AGREEMENT dated as of April 16, 2004 (this "Agreement"), between SPTC Delaware, LLC, a Delaware limited liability company (the "Company"), and Sotheby's International Realty Licensee Corporation, a Delaware corporation ("Holder").

INTRODUCTION

Sotheby's Holdings, Inc. ("Sotheby's") and SPTC, Inc. ("SPTC"), on the one hand, and Cendant Corporation and Holder, on the other hand, are parties to a License Agreement dated as of February 17, 2004 (the "License Agreement"). Capitalized terms used in this Agreement but not defined herein shall have the meanings assigned to such terms in the License Agreement.

Pursuant to that certain Agreement of Assignment and Assumption dated April 16, 2004 between the Company and SPTC, among other things, (i) SPTC has assigned to the Company all of SPTC's rights and obligations under the License Agreement and the Company has agreed to be bound by the terms and conditions of the License Agreement as "Licensor", (ii) SPTC has transferred and assigned to the Company all of SPTC's right, title and interest in and to the registrations of the SOTHEBY'S INTERNATIONAL REALTY trademark set forth on *Schedule A* (together with the goodwill of the business of SPTC connected with the use of, and symbolized by, such trademark registrations), (iii) SPTC has assigned to the Company all of SPTC's rights and obligations under each sublicense described therein and (iv) SPTC has assigned to the Company all of SPTC's other right, title and interest in and to the Licensed Marks in the Original Territory.

The Company and Holder are entering into this Agreement for the purpose of satisfying the Company's obligations under Section 10.9(b) of the License Agreement.

In consideration of the respective representations, warranties and covenants set forth herein and in the License Agreement and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

Section 1. Grant of Lien. In order to secure the obligation (the "Obligation") of the Company under, and in accordance with the provisions of, the License Agreement to license the Licensed Marks to Holder in the Territory, the Company hereby pledges and grants to Holder a first priority security interest in and continuing lien on the Licensed Marks held by the Company (the "Collateral").

Section 2. Liens for Borrowed Money. The Company will not, and will not permit any Licensor Affiliate to, without the prior consent of Holder, create or incur any lien or encumbrance ("Lien") on or with respect to the Collateral, other than any Permitted Lien.

Section 3. Further Assurances.

(a) The Company will, at Holder's expense, execute, acknowledge and deliver all such instruments and take all such action as Holder from time to time may reasonably request in order to give further effect to the rights of Holder created by this Agreement. In furtherance

thereof, the Company shall, within 10 days after the date hereof, file a UCC-1 financing statement in the State of Delaware evidencing the security interest granted hereby, and shall, during the term of this Agreement (or, if earlier, until the Company moves its chief executive office to another state), upon the request of Holder file such continuation statements as are required to prevent expiration of such UCC-1 financing statement in the State of Delaware. Such UCC-1 financing statement and continuation statements shall describe the Collateral in the same manner as described herein. The Company shall additionally, within 10 days after the date hereof, file a copy of this Agreement with the United States Patent and Trademark Office with respect to the Collateral.

(b) In the event that the Company changes its name or the location of its chief executive office, it will give Holder written notice clearly describing such new name or location. If such new location is in a state other than Delaware, then the Company shall additionally file a UCC-1 filing statement in such state evidencing the security interest granted hereby, and shall, during the remaining term of this Agreement (or, if earlier, until the Company moves its chief executive office to another state), upon the request of Holder file such continuation statements as are required to prevent expiration of such UCC-1 financing statement in such state. Such UCC-1 financing statement and continuation statements shall describe the Collateral in the same manner as described herein.

Section 4. Remedies.

(a) An “*Event of Default*” shall mean any material failure of the Company, in breach of the provisions of the License Agreement, to license the Licensed Marks to Holder in the Territory, which failure prevents Holder from being able to use the Licensed Marks in the Territory as contemplated under the License Agreement.

(b) If an Event of Default shall have occurred, Holder may, immediately following (or, if such Event of Default is capable of being cured, 20 Business Days following) delivery of written notice to the Company or at any time thereafter, only for so long as such Event of Default is continuing, exercise in respect of the Collateral all rights and remedies of a secured party under the Uniform Commercial Code as in effect from time to time in the State of New York.

Section 5. Continuing Security Interest; Termination. This Agreement shall create a continuing security interest in the Collateral, and shall (unless earlier terminated pursuant to Section 6) remain in full force and effect until the termination of the License Agreement. Upon termination of the License Agreement, in accordance with the provisions thereof or by mutual agreement, this Agreement and the security interest granted hereby shall immediately terminate hereunder and all rights to the Collateral shall revert and be deemed reassigned to the Company. Upon any such termination, Holder shall, at the Company’s request and expense, execute and deliver to the Company such documents as the Company shall reasonably request to evidence such termination reversions and/or reassignment, including financing statements to evidence termination of the security interest created hereunder and notice of release of security interest to be filed with the United States Patent and Trademark Office.

Section 6. Assignment.

(a) Subject to Section 6(b), neither party may assign its rights or obligations under this Agreement, without the prior written consent of the other party hereto and any purported assignment to the contrary shall be void and of no effect.

(b) Notwithstanding anything to the contrary in this Agreement, Holder may assign its rights under this Agreement to any Person to whom Holder's rights and obligations under the License Agreement are being simultaneously assigned in their entirety (but not in part) and who is a permitted assignee under the License Agreement and who agrees with the Company, in writing, to be bound as "Holder" under this Agreement.

Section 7. Notices. All notices, requests, claims, demands, waivers and other communications under this Agreement shall be in writing and shall be by facsimile, courier services or personal delivery to the applicable addresses set forth on *Schedule B*, or at such other address as may be designated from time to time by a party in accordance with this Section 7 (in which case *Schedule B* shall be updated to reflect such new address and an updated copy of *Schedule B* shall be attached hereto). All notices and communications under this Agreement shall be deemed to have been duly given (a) when delivered by hand, if personally delivered, (b) when sent, if sent by facsimile, with an acknowledgement of sending being produced by the sending facsimile machine or (c) by one Business Day after when delivered to a courier, if delivered by commercial one-day overnight courier service and sent only within the United States.

Section 8. Amendment; Waiver. Any provision of this Agreement may be amended, supplemented, modified or waived only if such amendment, supplement, modification or waiver is in writing and signed, in the case of an amendment, supplement or modification, by the Company and Holder or, in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 9. Expenses. Each party will bear its own fees and expenses incident to this Agreement and the matters contemplated hereby.

Section 10. Binding Agreement. This Agreement shall be binding upon the Company and its successors and permitted assigns, and shall inure to the benefit of, and be enforceable by, Holder and its successors and permitted assigns.

Section 11. **GOVERNING LAW; JURISDICTION; VENUE; SERVICE OF PROCESS; WAIVER OF JURY TRIAL.** THIS AGREEMENT HAS BEEN NEGOTIATED, EXECUTED AND DELIVERED IN THE STATE OF NEW YORK AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLES OR RULES OF CONFLICTS OF LAW THAT WOULD CAUSE THE APPLICATION OF ANOTHER LAW. EACH PARTY HEREBY IRREVOCABLY AGREES THAT ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY MUST BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK LOCATED IN NEW YORK CITY, BOROUGH OF MANHATTAN OR OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND HEREBY

EXPRESSLY SUBMITS TO THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS FOR THE PURPOSES THEREOF AND EXPRESSLY WAIVES ANY CLAIM OF IMPROPER VENUE AND ANY CLAIM THAT SUCH COURTS ARE AN INCONVENIENT FORUM. EACH PARTY HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF ANY OF THE AFOREMENTIONED COURTS BY NOTICE IN THE MANNER SPECIFIED IN SECTION 7. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY IN ANY SUCH ACTION OR PROCEEDING.

Section 12. Severability. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired, unless the provisions held invalid, illegal or unenforceable shall substantially impair the benefits of the remaining provisions hereof.

Section 13. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.

Section 14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same agreement.

Section 15. Certain Interpretations.

(a) The section headings contained in this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

(b) Except where expressly stated otherwise in this Agreement, the following rules of interpretation apply to this Agreement: (i) "either" and "or" are not exclusive and "include", "includes" and "including" are not limiting; (ii) "hereof", "hereto", "hereby", "herein" and "hereunder" and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement; (iii) "date hereof" refers to the date set forth in the initial caption of this Agreement; (iv) "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and such phrase does not mean simply "if"; (v) definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms; (vi) references to an agreement or instrument mean such agreement or instrument as from time to time amended, modified or supplemented, in each case to the extent not prohibited by such agreement or instrument; (vii) references to a Person are also to its permitted successors and assigns; (viii) references to a "Section" or "Schedule" refer to a Section of or Schedule to this Agreement; (ix) references to a law include any amendment or modification to such law and any rules, regulations and delegated legislation issued thereafter, whether such amendment or modification is made, or issuance of such rules, regulations or delegated legislation occurs, before or after the date of this Agreement; and (x) any consent or approval of any Person may be granted or withheld in such Person's sole and absolute discretion.

(c) As used in this Agreement, "Permitted Liens" shall mean:

- (i) Liens granted pursuant to this Agreement;
- (ii) judgment Liens which do not result in an Event of Default;

(iii) Liens for taxes, assessments or governmental charges or levies, or otherwise arising by operation of law, which taxes, assessments, charges or levies are not yet due and payable or are being contested in good faith, and which Liens do not result in an Event of Default; and

(iv) other immaterial Liens (other than to secure obligations for borrowed money) arising in the ordinary course of business and which do not result in an Event of Default, which immaterial Liens the Company will use reasonable efforts to have released promptly.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties, intending to be legally bound hereby, have caused this Security Agreement to be duly executed as of the date first written above.

COMPANY:

SPTC DELAWARE, LLC

By: Donaldson C. Pillbury
Name: Donaldson C. Pillbury
Title: Vice President and Manager

HOLDER:

SOTHEBY'S INTERNATIONAL REALTY LICENSEE CORPORATION

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties, intending to be legally bound hereby, have caused this Security Agreement to be duly executed as of the date first written above.

COMPANY:

SPTC DELAWARE, LLC

By: _____

Name:

Title:

HOLDER:

SOTHEBY'S INTERNATIONAL REALTY LICENSEE CORPORATION

By:  _____

Name:

Title:

Eric J. Bock
Executive Vice President, Law and Corporate Secretary

TRADEMARKS REGISTERED

SCHEDULE A

| <i>Country</i> | <i>Application No.</i> | <i>Application Date</i> | <i>Registration No.</i> | <i>Registration Date</i> |
|----------------|------------------------|-------------------------|-------------------------|--------------------------|
| United States | 73/350006 | 2/12/1982 | 1248613 | 8/16/1983 |
| Israel | 112567 | 5/21/1997 | 112567 | 1/7/1999 |

NOTICES

If to the Company:

SPTC Delaware, LLC
c/o Sotheby's Holdings, Inc.
1334 York Avenue
New York, New York 10021
Telephone: (212) 606-7533
Facsimile: (212) 606-7574
ATTN: Worldwide General Counsel

with a copy to:

Sotheby's Holdings, Inc.
1334 York Avenue
New York, New York 10021
Telephone: (212) 606-7533
Facsimile: (212) 606-7574
ATTN: Worldwide General Counsel

If to Holder:

Sotheby's International Realty Licensee Corporation
c/o Cendant Corporation
9 West 57th Street, 37th Floor
New York, New York 10019
Attention: Eric J. Bock
Telephone: (212) 413-1836
Facsimile: (212) 413-1922

with a copy to:

Cendant Corporation
9 West 57th Street, 37th Floor
New York, New York 10019
Attention: Eric J. Bock
Telephone: (212) 413-1836
Facsimile: (212) 413-1922