### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM479544

Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE:** RELEASE OF TRADEMARK SECURITY INTERESTS - Reel/Frame 5552/0926

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, N.A., as successor to General Electric Company		06/26/2018	Bank: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	SPTC, Inc.	
Street Address:	1334 York Avenue	
City:	: New York	
State/Country:	NEW YORK	
Postal Code:	10021	
Entity Type:	Corporation: NEVADA	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	86539813	SOTHEBY'S ART & HOME

#### **CORRESPONDENCE DATA**

Fax Number: 2123108007

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: 212.310.8000

Email: juan.arias@weil.com **Correspondent Name:** Christina O'Connell

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	C. O'Connell - 66930.0194	
NAME OF SUBMITTER:	Christina O'Connell	
SIGNATURE:	/Christina O'Connell/	
DATE SIGNED:	06/26/2018	

### **Total Attachments: 5**

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#### RELEASE OF TRADEMARK SECURITY INTERESTS

THIS RELEASE OF TRADEMARK SECURITY INTERESTS (the "Release") is made effective as of June 26, 2018, by Wells Fargo Bank, N.A. ("Wells Fargo"), as successor to General Electric Company ("GE") (successor by merger to the General Electric Capital Corporation), as Collateral Agent for the Secured Parties ("Collateral Agent"), to SPTC, Inc. ("SPTC") and such additional Sotheby Entities as defined in the Credit Agreement (together with SPTC, each such Person individually referred to herein as "Grantor" and collectively the "Grantors") as follows (capitalized terms used herein without definition are used as defined in the Security Agreement):

WHEREAS, the Grantors and the Collateral Agent are parties to that certain Amended and Restated Guaranty and Security Agreement dated as of August 22, 2014, (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, SPTC was required to execute and deliver to the Collateral Agent (i) that certain Intellectual Property Security Agreement dated as of February 13, 2014 and recorded with the United States Patent and Trademark Office on February 14, 2014 at Reel 5217, Frame 0381, and (ii) that certain Intellectual Property Security Agreement dated as of June 15, 2015 and recorded with the United States Patent and Trademark Office on June 15, 2015 at Reel 5552, Frame 0926 ((i) and (ii) together, the "Original Trademark Agreements", and as amended by the Assignment of Original Trademark Agreements, the "Trademark Agreements"), as assigned and transferred by the Assignment of Intellectual Property Security Agreements dated August 15, 2016 between GE and Wells Fargo and recorded with the United States Patent and Trademark Office on September 21, 2016 at Reel 5880, Frame 0719 (the "Assignment of Original Trademark Agreements"), in order to secure the prompt and complete payment, observance and performance of all of the Secured Obligations in accordance with the terms and conditions of the various loan documents;

WHEREAS, pursuant to the Trademark Agreements, SPTC granted to the Collateral Agent, among other collateral, a Lien (as defined in the Trademark Agreements) on and continuing security interest in all of SPTC's right, title and interest, in, to and under the Trademark Collateral (as defined in the Trademark Agreements), including the Trademarks (as defined in the Trademark Agreements) listed on the attached Schedule A (the "Total Trademark Collateral");

WHEREAS, the Collateral Agent wishes to release, terminate, cancel, relinquish and discharge its Lien on and continuing security interest and all other rights it may have in, to or under the Total Trademark Collateral and retransfer and reassign to SPTC without recourse all of the Collateral Agent's right, title and interest (if any) in, including goodwill, to or under the Total Trademark Collateral.

NOW THEREFORE, as the Grantors have satisfied their Secured Obligations under the Security Agreement, the Collateral Agent hereby releases, terminates, cancels, relinquishes and discharges any Lien on and continuing security interest and all other rights it may have in, to or under the Total Trademark Collateral, and assigns, transfers, and conveys to SPTC any and all

right, title and interest (if any) in, including goodwill, to, or under the Total Trademark Collateral that the Collateral Agent may hold. The Collateral Agent hereby agrees to duly execute and deliver any further documents and do such other acts as may be reasonably necessary to effect such release, termination, cancellation, relinquishment and discharge of its Lien on and continuing security interest and all other rights it may have in, to or under the Total Trademark Collateral as contemplated hereby, in each case at no cost or liability to the Collateral Agent.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized officer.

WELL	S FAKGO BAN	K, N.A., as Collateral Agen
Ву:	Undrew	Rosau _
Name:	ANDREW	Rosow
Title:	NP.	

[Signature Page to Release of Trademark Security Interests (SPTC, Inc.)]

## Schedule A

to

## **Release of Trademark Security Interests**

## Trademark Registrations

## Security Interest recorded at Reel/Frame 5217/0381

1	Serial #: 73539975 Mark: SOTHEBYS	Filing Dt: 10/04/1989	Reg #: 1838339	Reg. Dt: 03/19/1991
2	Serial #: 75428464 Mark: YORK TRANSPORT	Filing D1: 01/27/1998	Reg #: 2218934	Reg. Dt: 01/19/1999
3	Serial #: 75481481 Mark: SOTHEBYS	Filing Dt: 05/08/1998	Reg #: 2222363	Reg. Dt: 03/02/1999
4	Serial #: <u>/5481484</u> Mark: SOTHEBYS	Filing Dt: 05/08/1998	Reg #: 2289991	Reg. Dt: 11/02/1999
5	Serial #: 75481485 Mark: SOTHEBYS	Filing Dt: 05/08/1998	Reg #: 2388848	Reg. Dt: 09/19/2000
6	Serial #: <u>75481703</u> Mark: SOTHEBYS	Filing Dt: 05/08/1998	Reg #: 2392557	Reg. Dt: 10/10/2000
7	Serial #: 75431794 Mark: SOTHEBYS	Filing Dt: 05/08/1998	Reg #: 2228367	Reg. Dt: 03/02/1999
8	Serial #: 75481705 Mark: SOTHEBYS	Filing Dt: 05/08/1998	Reg #: 2288714	Reg. Dt: 10/26/1999
9	Serial #: 25481206 Mark: SOTHEBYS	Filing Dt: 05/08/1998	Reg #: 2386850	Reg. Dt: 09/19/2000
10	Serial #: <u>75482261</u> Mark: SOTHEBYS	Filing Dt: 05/08/1998	Reg #: 2420413	Reg. Dt: 01/16/2001
11	Serial #: <u>75482262</u> Mark: SOTHEBYS	Filing Dt: 05/08/1998	Reg #: 2228974	Reg. Dt: 03/02/1999
12	Serial #: 75482263 Mark: SOTHEBYS	Filing Dt: 05/08/1998	Reg #: 2228975	Reg. Dt: 03/02/1999
13	Serial #: 75482351 Mark: SOTHEBYS	Filing Dt: 05/11/1998	Reg #: 2385852	Reg. Dt: 09/19/2000
14	Serial #: 75482352 Mark: SOTHEBYS	Filing Dt: 05/11/1998	Reg #: 2319265	Reg. Dt: 02/01/2000
15	Serial #: 75482356 Mark: SOTHEBYS	Filing Dt: 05/11/1998	Reg #: 2222976	Reg. Dt: 03/02/1999
16	<b>Serial #</b> : <u>/5432357</u> <b>Mark:</b> SOTHEBYS	Filing Dt: 05/11/1998	Reg #: 2386853	Reg. Dt: 09/19/2000
17	Serial #: 75434065 Mark: SOTHEBYS	Filing Dt: 06/01/1998	Reg #: 2398657	Reg. Dt: 01/18/2000
18	Serial #: 75494065 Mark: SOTHEBYS	Filing Dt: 06/01/1998	Reg #: 2313338	Reg. Dt: 02/01/2000
19	Serial #: 75724436	Filing Dt: 06/09/1999	Reg #: 2428011	Reg. Dt: 02/13/2001
	ii.			

29	Mark: YOUR ART WORLD. S Serial #: 85445986 Mark: CONVERSATIONS WITH S	Filing Dt: 10/11/2011	Reg #: 4160560	Reg. Dt: 06/19/2012
28	Serial #: 85199866	Filing Dt: 12/16/2010	ş	Reg #: NONE Reg. Dt:
27	Serial #: 85112388 Mark: CONVERSATIONS AT SOT	Filing Dt: 08/20/2010 HEBY'S	Reg #: 4051590	Reg. Dt: 11/08/2011
26	Serial #: 85047464 Mark: BIDNOW	Filing Dt: 05/25/2010	Reg #: 4113189	Reg. Dt: 03/13/2012
25	<b>Serial #:</b> <u>78734806</u> <b>Mark:</b> S D	Filing Dt: 10/17/2005	Reg #: 3331501	Reg. Dt: 11/06/2007
24	Serial #: <u>78889785</u> Mark: SOTHEBYS	Filing Dt: 08/10/2005	Reg #: 3148164	Reg. Dt: 09/26/2006
23	Serial # : <u>27751928</u> Mark: ICOLLECT EXCLUSIVELY F	Filing D1: 06/04/2009 FOR SOTHEBYS	Reg #: <u>3865345</u>	Reg. Dt: 10/19/2010
22	Serial #: <u>77618896</u> Mark: SOTHEBYS PREFERRED	Filing Dt: 11/17/2008	Reg #: 3845865	Reg. Dt: 09/07/2010
21	Serial #: <u>77470523</u> Mark: MYSOTHEBYS	Filing Dt: 05/09/2008	Reg #: 3553604	Reg. Dt: 12/30/2008
20	Serial #: <u>76132180</u> Mark: SOTHEBYS	Filing Dt: 09/20/2000	Reg #: <u>2577652</u>	Reg. Dt: 06/11/2002
	Mark: SOTHEBYS			

# Security Interest recorded at Reel/Frame 5552/0926

**RECORDED: 06/26/2018** 

ir —				
,	Serial #: 86539813	Filing Dt: 02/19/2015	Reg #: NONE	Reg. Dt:
'	Mark: SOTHEBYS ART & HOME			