

RECORD TR

04-17-2000



Tab settings

101321120

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

SPTC, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: March 10, 2000

2. Name and address of receiving party(ies)

Name: THE CHASE MANHATTAN BANK, AS COLLATERAL AGENT

Internal Address:

Street Address: 270 Park Avenue

City: New York State: NY ZIP: 10017

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State NY, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: FEDERAL RESEARCH CORPORATION

Internal Address:

Street Address: 400 Seventh St., N.W.

Suite 101

City: Washington State: DC ZIP: 20004

04/14/2000 DNGUYEN 00000307 1630282

6. Total number of applications and registrations involved: 35

7. Total fee (37 CFR 3.41).....\$ 890.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

01 FC:481 02 FC:482

40.00 OP 850.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

PIERO GIUDICE Name of Person Signing

Piero Giudice Signature

March 20, 2000 Date

Total number of pages including cover sheet, attachments, and document: 12

03/09/00 15:15 FAX 212 575 0671

COWAN, LIEBOWITZ & LATMAN

U.S. REGISTRATIONS AS OF MARCH 9, 2000

Country: United States

<u>Mark</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
SOTHEBY'S ARCADE AUCTIONS	1630282	1/1/91
CONVERSATIONS AT SOTHEBY'S	1994684	8/20/96
SOTHEBY'S	1638329	3/19/91
SOTHEBY'S INTERNATIONAL REALTY	1248613	8/16/83
SOTHEBY'S ARCADE AUCTIONS	1224491	1/18/83
SOTHEBY'S RESTORATION	1202960	7/27/82
SOTHEBY PARKE-BERNET	967849	9/4/73
HEIRLOOM DISCOVERY DAYS	1464855	11/10/87
PORTFOLIO	1397628	6/17/86
COLLECTORS' CARROUSEL	1642780	4/30/91
YORK TRANSPORT	2218934	1/19/99

SOTHEBY'S	2228974	3/2/99
SOTHEBY'S	2228967	3/2/99
SOTHEBY'S	2228964	3/2/99
SOTHEBY'S	2228973	3/2/99
SOTHEBY'S	2228975	3/2/99
SOTHEBY'S	2288714	10/26/99
SOTHEBY'S	2313336	2/1/00
SOTHEBY'S	2228976	3/2/99
SOTHEBY'S	2313265	2/1/00
SOTHEBY'S	2289991	11/2/99
SOTHEBY'S	2228963	3/2/99
SOTHEBY'S	2308657	1/18/00

03/09/00 15:16 FAX 212 575 0671

COWAN, LIEBOWITZ & LATMAN

006/062

U.S. REGISTRATIONS AS OF MARCH 9, 2000

2297853

12/7/99

SOTHEBY'S INTERNATIONAL
REALTY DOMAIN

U.S. APPLICATIONS AS OF MARCH 9, 2000

Country: United States

<u>Mark</u>	<u>App. #</u>	<u>App. Dt</u>
SOTHEBY'S	75/482357	5/11/98
SOTHEBY'S	75/482261	5/8/98
SOTHEBY'S	75/481703	5/8/98
SOTHEBY'S	75/481706	5/8/98
SOTHEBY'S	75/482351	5/11/98
SOTHEBY'S	75/481485	5/8/98
SOTHEBY'S INTERNATIONAL REALTY DOMAIN	75/532632	8/7/98
ARCADE AUCTION	75/755862	7/20/99
SOTHEBY'S	75/724435	6/9/99
SOTHEBY'S	75/724436	6/9/99

U.S. APPLICATIONS AS OF MARCH 9, 2000

Country: United States

Mark
SOTHEBY'S CONNOISSEUR
(Sylized)

App. #
75/999999

App. Dt
1/21/00

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 10, 2000 (together with all amendments if any from time to time hereto, this "Trademark Security Agreement"). by and among the Grantors identified as such on the signature pages hereof (each a "Grantor" and collectively "Grantors"), and The Chase Manhattan Bank, a New York banking corporation, in its capacity as Collateral Agent ("Collateral Agent") for the Secured Parties (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof among Sotheby's Holdings, Inc., a Michigan corporation ("Holdings"), Sotheby's, Inc., a New York corporation, Oatshare Limited, a company registered in England, and Sotheby's, a company registered in England (each a "Borrower" and collectively the "Borrowers"), the Lenders from time to time party thereto ("Lenders") and The Chase Manhattan Bank, a New York banking corporation, as administrative agent, the Collateral Agent and as issuing bank (such agreement, as amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans and issue Letters of Credit to or for the benefit of, the Borrowers;

WHEREAS, in order to induce the Collateral Agent and Lenders to enter into the Credit Agreement and other Loan Documents and to induce Lenders to make the Loans as provided for in the Credit Agreement, Grantors have agreed to grant a continuing security interest in the Collateral to secure the Secured Obligations, pursuant to the Security Agreement dated as of the date hereof (such agreement as amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to the Collateral Agent, for itself and the ratable benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in to the Credit Agreement or the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Collateral Agent, on behalf of itself and the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks referred to on Schedule I hereto;

- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. GRANT OF LICENSE TO USE TRADEMARK COLLATERAL. Each Grantor hereby grants to the Collateral Agent an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to such Grantor), upon the occurrence and during the continuance of any Event of Default, to use, license or sub-license any Trademark now owned or hereafter acquired by such Grantor to the extent of the interest of such Grantor therein at such time, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licenses items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof.

4. GRANTORS REMAIN LIABLE. It is expressly agreed by each Grantor that, anything herein to the contrary notwithstanding, each Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks, and shall hold the Collateral Agent and the Lenders harmless from any and all costs, damages, liabilities and expenses that may be incurred in connection with Agent's interest in such Trademarks or any other action or failure to act in connection with this Trademark Security Agreement. Each Grantor shall remain liable for any and all claims by any Person that the conduct of such Grantor's business or products or processes of such Grantor infringe any rights of such Person. Neither the Collateral Agent nor any Secured Party shall have any obligation or liability under any of the Trademark Licenses included in the Trademark Collateral by reason of this Trademark Security Agreement and the Security Agreement, the granting of a security interest in the Trademark Collateral to the Collateral Agent hereunder, the conditional assignment of the Trademark Collateral to the Collateral Agent hereunder, or the receipt by the Collateral Agent of any payment relating thereto, nor shall the Collateral Agent or any Lender be required or obligated in any manner to perform or fulfill any of the obligations of any Grantor thereunder, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it thereunder or the sufficiency of any performance by any party thereunder, or to present or file any claim, or to take any action to collect or enforce any claim for payment assigned to it hereunder.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent, on behalf of itself and the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event there is any

conflict between this Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall prevail.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS: SPTC, Inc.

By: William E. Steward

Name: _____

Title: _____

**ACCEPTED AND ACKNOWLEDGED
BY:**

**THE CHASE MANHATTAN BANK,
as Collateral Agent**

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

By: _____

Name: _____

Title: _____

**ACCEPTED AND ACKNOWLEDGED
BY:**

**THE CHASE MANHATTAN BANK,
as Collateral Agent**

By: THK

Name: _____

Thomas H. Kozlark

Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
) ss.
COUNTY OF New York)

On this 10 day of March, 2000 before me personally appeared William S. Shindler, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SPTS, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

MIORI TSUBOTA
Notary Public, State of New York
No. 31-12-522
Qualified in New York County
Certificate Filed in New York County
Commission Expires March 9, ~~1997~~ 2002

Miori Tsubota
Notary Public