

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT PREVIOUSLY RECORDED AT REEL/FRAE 004054/0550		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPTC, Inc.		03/29/2012	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	10 Riverview Drive		
City:	Danbury		
State/Country:	CONNECTICUT		
Postal Code:	06810		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85443986	CONVERSATIONS WITH SOTHEBY'S	
CORRESPONDENCE DATA			
Fax Number:	(214)981-3400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(214) 981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark		
Address Line 1:	717 North Harwood St., Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	39521-33180		
NAME OF SUBMITTER:	Dusan Clark		
Signature:	/Dusan Clark/		

Date:

03/30/2012

Total Attachments: 5

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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT, dated as of March 29, 2012 (this "Supplemental Trademark Security Agreement"), is made by SPTC, Inc. and such additional Sotheby Entities as may become party hereto from time to time (each such Person individually referred to herein as "Grantor" and collectively the "Grantors") in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for the Secured Parties (in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 31, 2009, by and among the Grantors, certain additional Subsidiaries of Parent, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders agreed to make Loans and to incur Letter of Credit Obligations for the benefit of the Borrowers;

WHEREAS, Agent and Lenders agreed to make Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of the Secured Parties, the U.S. Security Agreement dated August 31, 2009; and

WHEREAS, pursuant to the U.S. Security Agreement, the Grantors are required to execute and deliver to Agent, for itself and the ratable benefit of the Secured Parties, this Supplemental 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.** Unless otherwise defined herein, terms defined in the Credit Agreement are used herein as therein defined. In addition, the term "Trademark Collateral" shall have the following meaning:

- (a) all of the Trademarks of the Grantors and each Trademark License to which any Grantor is a party including those referred to on Schedule I hereto;
- (b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark and each such Trademark License; and
- (c) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or any Trademark licensed under any such Trademark License or (ii)

injury to the goodwill associated with any such Trademark or any Trademark licensed under any such Trademark License.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As security for the prompt and complete payment and performance and observation in full of all of the Secured Obligations, each Grantor hereby grants to Agent, its successors and assigns, for the benefit of the Secured Parties, a first priority lien upon and first priority security interest in, all of its right, title and interest in, to and under the Trademark Collateral, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade names, styles or derivation thereof).

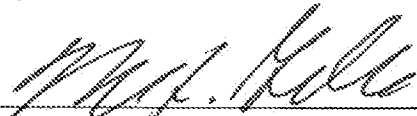
3. U.S. SECURITY AGREEMENT. The security interests granted pursuant to this Supplemental Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the other Secured Parties, pursuant to the U.S. Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the U.S. Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Agent shall apply the proceeds of any collection or sale of the Trademark Collateral, as well as any Trademark Collateral consisting of cash, in accordance with Section 9 of the U.S. Security Agreement. By acceptance of the benefits of this Supplemental Trademark Security Agreement, each of the Secured Parties shall be deemed to have agreed to be bound by the terms of Section 8 of the U.S. Security Agreement with respect hereto and with respect to the Trademark Collateral of each Grantor, and the terms and provisions of such Section are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Supplemental Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. GOVERNING LAW. This Supplemental Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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

SPTC, INC.

By: 
Name: Michael L. Gillis
Title: SVP, TREASURER

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: 
Name: DANIEL T. EUBANKS
Title: DULY AUTHORIZED SIGNATORY

SCHEDULE I
TO
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

NO	MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.	STATUS
1.	CONVERSATIONS WITH SOTHEBYS	85/443,986	10/11/2011			PENDING