



Tab settings

To the Honorable Commissioner

100687779

attached original documents or copy thereof.

RECEIVED APR 09 1998 RECEIPT ACTING DIV.

1. Name of conveying party(ies):

Getty Images Limited

MRD 4.9.98

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Limited Company - U.K.

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

2. Name and address of receiving party(ies)

Name: HSBC Investment Bank, plc

Internal Address:

Thames Exchange

Street Address: 10 Queen St. Pl.

City: London State: UK ZIP: EC4R 1BL

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Public Limited Company - UK

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

3. Nature of conveyance:

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

Execution Date: February 9, 1998

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

A. Trademark Application No.(s)

75-378,752 75-136,693
75-275,759 75-136,616
75-272,487

B. Trademark Registration No.(s)

1,862,870

Additional numbers attached? Yes No

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

Name: Daniel J. Schaeffer

Internal Address: Kirkland & Ellis

Street Address: 200 East Randolph Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$165.00

- Enclosed, Authorized any additional charges and/or credits, Authorized to be charged to deposit account

8. Deposit account number:

22-0440

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

04/15/1998 SSMITH 00000025 75378752
01 FC:481 40.00 OP
02 FC:482 125.00 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.

Daniel J. Schaeffer

Name of Person Signing

Daniel J. Schaeffer Signature

4/8/98

Date

Total number of pages including cover sheet, attachments, and document: 24

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK

REEL: 1728 FRAME: 0376

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant: HSBC Investment Bank, plc
Registration No.: 1,862,870
Registered: 11/15/94
Trademark: TONY STONE IMAGES and Design

**APPOINTMENT OF DOMESTIC REPRESENTATIVE
AND CHANGE OF ADDRESSEE**

Please recognize JAMES M. AMEND, P.C., WILLIAM A. STREFF, JR., GREGG KIRCHHOEFER, SHERI J. ENGELKEN, RUSSELL E. LEVINE, LINDA S. RESH, MARK A. PALS, NEIL S. HIRSHMAN, KEVIN H. RHODES, DAVID K. CALLAHAN, RONALD C. PROVENZANO, MICHAEL A. PARKS, GARLAND E. AUTREY, C. CHADD TAYLOR, WILLIAM E. DEVITT, ADAM PETRAVICIUS, BEVERLY G. PETRAVICIUS, THOMAS POCHE, BARRY IRWIN, GARRET A. LEACH, MARY E. ZAUG, MICHAEL J. MUNN, JENNIFER A. ANDERSON, RASHMI CHANDRA, DOUGLAS G. SMITH, MARIA R. TICSAY, JEFFERY S. NORMAN, PAUL R. STEADMAN, ALEXANDRA DeNEVE, JAMES FITZPATRICK, BRUCE O. BRADFORD, DONALD WIEST, and JOHN F. PASCHKE, each a member of the bar of the State of Illinois, ROBERT G. KRUPKA, a member of the bars of the States of Illinois, Colorado and the District of Columbia, DANIEL J. SCHAEFFER, a member of the bars of the States of Massachusetts and Illinois, JEFFREY D. MILLS, a member of

the bars of the States of California, Illinois, and the District of Columbia, DANIEL K. FREY, a member of the bars of the States of Illinois and Colorado, AKIMOTO KAWAMURA, a member of the bar of the State of New York, MATTHEW P. HAMMATT, a member of the bars of the States of Illinois and Wisconsin, and BRYAN S. HALES, a member of the bars of the States of Illinois and Texas, of **Kirkland & Ellis, with offices at 200 East Randolph Drive, Suite 5300, Chicago, Illinois 60601**; and

JAY I. ALEXANDER, a member of the bar of the State of Illinois and District of Columbia, GREGG F. LOCASCIO, a member of the bar of the State of Virginia, EDWARD DONOVAN, a member of the bar of the State of New York and the District of Columbia, and LAURA FRAEDRICH a member of the bars of the Commonwealth of Virginia and the District of Columbia, with offices at **655 Fifteenth Street, N.W., Washington, D.C. 20005**; and

STEPHEN P. JOHNSON, a member of the bars of the States of Illinois and New York, SANDRA BRESNICK, a member of the bars of the States of New York and Massachusetts, DEBRA ARENARE, DAVID S. BRAFMAN, LISA SAMENFELD, JOHN DESMARAIS, LEONARD C. JACOBY, PETER J. ARMENIO, JONATHAN F. PUTNAM, HENRY G. SAWTELLE, SARAH SLOVER, and PAMELA HUELSTER, each a member of the bar of the State of New York, with offices at **Kirkland & Ellis, Citicorp Center, 153 East 53rd Street, New York, New York 10022-4675**; and

ALEXANDER F. MacKINNON, a member of the bars of the States of Illinois and California, BOAZ BRICKMAN, CATHERINE C. HWANG, and SHANNON M. HANSEN, each a member of the bar of the State of California, with offices at **Kirkland & Ellis, 300 South Grand Avenue, Suite 3000, Los Angeles, California 90071**, are hereby designated registrant's representatives upon whom notice or process in proceedings affecting the mark may be served.

ADDRESSEE

Please direct all correspondence to Daniel J. Schaeffer, Kirkland & Ellis, 200 East Randolph Drive, Chicago, Illinois 60601 U.S.A.

HSBC INVESTMENT BANK, PLC

By: John Haire

Name: Mr. John Haire

Title: Manager, Execution Team
Specialize Financing

Date: 4/8/98

SECURITY INTEREST IN TRADEMARKS

THIS SECURITY INTEREST IN TRADEMARKS ("Security Interest In Trademarks"), dated as of February 9, 1998, is made by GETTY IMAGES LIMITED, a United Kingdom public limited company ("Grantor"), in favor of HSBC Investment Bank plc, a United Kingdom public limited company, as Security Agent under the Debenture described below ("Agent").

WHEREAS, pursuant to that Credit Agreement dated February __, 1998 entered into by Grantor, Agent and certain other parties (the "Credit Agreement"), certain loans and credit facilities are to be made available to Grantor and certain of its affiliates;

WHEREAS, in connection with the Credit Agreement, Grantor has executed and delivered to Agent a Debenture governed by English law of even date herewith (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Debenture"), pursuant to which the Grantor has charged the Security Assets (as defined therein) to the Agent;

WHEREAS, as a condition precedent to the making of the loans and the establishment of the credit facilities under the Credit Agreement, and in conjunction with the Debenture, Grantor is required to execute and deliver this Security Interest In Trademarks;

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Security Interest In Trademarks; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Security Interest In Trademarks, including its preamble and recitals, have the meanings provided or provided by reference in the Debenture or the Credit Agreement (collectively, the "Finance Documents").

SECTION 2. Grant of Security Interest. As security for the full and timely payment, observance and performance of the obligations pursuant to the Finance Documents, Grantor hereby grants to Agent a continuing security interest in and a right of setoff against, all of Grantor's right, title and interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto).

SECTION 3. Purpose. This Security Interest In Trademarks has been executed and delivered by Grantor for the purpose of registering with the United States Patent and Trademark Office ("PTO") the grant of a security interest in the Finance Documents. The security interest

granted hereby has been granted, pursuant to Clause 21 (Further Assurances) of the Debenture, as a supplement and ancillary to, and not in limitation of, the security interest granted to Agent under the Debenture with respect to the Intellectual Property Rights. The Debenture (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its respective terms. In the event of any conflict between this Security Interest in Trademarks and the Finance Documents, the Finance Documents shall prevail.

SECTION 4. Acknowledgement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Finance Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Filing this Security Interest In Trademarks. The party that files this Security Interest In Trademarks with the PTO shall: (i) complete accurately, and include as part of such filing, the PTO's "Recordation Form Cover Sheet" for trademarks and shall indicate on such cover sheet that the nature of the conveyance is a security interest; (ii) provide the other party hereto with copies of such filings; and (iii) pay all applicable filing fees.

SECTION 6. Counterparts. This Security Interest In Trademarks may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * * * *

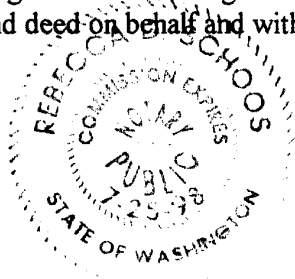
IN TESTIMONY WHEREOF, the Grantor and Agent have caused this Security Interest In Trademarks to be signed and executed by the undersigned officers thereunto duly authorized this 9th day of February, 1998.

GETTY IMAGES LIMITED

By: _____
Name: _____
Title: _____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this 9th day of Feb, 1998, there appeared before me Brantham Klein, personally known to me, who acknowledged that he/she signed the foregoing Security Interest In Trademarks as his/her voluntary act and deed on behalf and with full authority of GETTY IMAGES LIMITED.



Rebecca D. Schoes
Notary Public

SCHEDULE A

TRADEMARKS

TITLE	REG. NO.	ISSUE DATE
TONY STONE IMAGES and Design	1,862,870	11/15/94

TRADEMARK APPLICATIONS

TITLE	SERIAL NO.	FILING DATE
ALLSTOCK	75-378,752	10/24/97
DESIGN ONLY	75-275,759	04/15/97
DESIGN ONLY	75-136,616	07/19/96
TONY STONE	75-272,487	04/10/97
TONY STONE	75-136,693	07/19/96