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12-30-99

02-02-2000



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RECORDATION FORM COVER SHEET

OPR/FINANCE TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year
Oct. 29, 1999

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
Oct. 29, 1999

Name GETTY IMAGES LIMITED

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other United Kingdom public limited company
- Citizenship/State of Incorporation/Organization _____

Receiving Party

Mark if additional names of receiving parties attached

Name HSBC Investment Bank plc

DBA/AKA/TA _____

Composed of _____

Address (line 1) 10 Queen Street Place

Address (line 2) _____

Address (line 3) London United Kingdom EC4R 1BL
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
 - Other United Kingdom public limited company
 - Citizenship/State of Incorporation/Organization _____
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

12/01/2000 TTON11 00000073 7439559

FOR OFFICE USE ONLY

11 FC:481
12 FC:482

40.00 OP
350.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

DONNA R. GASTOROWSKI

Donna R. Gastorowski

12/30/99

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75/713314	<input type="text"/>	<input type="text"/>
75/713300	<input type="text"/>	<input type="text"/>
75/713463	<input type="text"/>	<input type="text"/>
75/713501	<input type="text"/>	<input type="text"/>
75/713400	<input type="text"/>	<input type="text"/>
75/713401	<input type="text"/>	<input type="text"/>
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SECURITY INTEREST IN TRADEMARKS

THIS SECURITY INTEREST IN TRADEMARKS ("Security Interest In Trademarks"), dated as of October 29, 1999, 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 October 26, 1999 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. Acknowledgment. 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 as a deed by the undersigned officers thereunto duly authorized this 29th day of October, 1999.

GETTY IMAGES LIMITED

By: X [Signature]
Name: JONATHAN KLEIN
Title: CEO

By: _____
Name: Mark Getty
Title: Director

STATE OF Washington)
) SS
COUNTY OF King)

On this 29 day of October, 1999, there appeared before me Jonathan 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.

Alicia Allison Muller
Notary Public

SCHEDULE A

United States of America	390053	20162	16	EYE TWO EYE	74/359,659	16-Feb-93	1
United States of America	390053	20164	9,41	G & EYE DEVICE	75/317,814	01-Jul-97	**
United States of America	390053	20165	9,16,38,4 1	G DEVICE	75/122,977	20-Jun-96	**
United States of America	390053	20166	9,16,38,4 1	GETTY	75/122,786	20-Jun-96	**
United States of America	390053	20167	9,16,38,4 2	GETTY COMMUNICATIONS	75/122,802	20-Jun-96	**
United States of America	390053	20202	42	MEDIA GALLERY	75/448,996	12-Mar-98	**
United States of America	390053	20203	9	MEDIA GALLERY	75/448,997	12-Mar-98	**
United States of America	390053	20205	8	GETTYONE AND DESIGN	75/713,312	25-May-99	**

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TRADEMARK
REEL: 002014 FRAME: 0941

United States of America	390053	20206	16	GETTYONE AND DESIGN	75/713,313	25-May-99 **
United States of America	390053	20207	35	GETTYONE AND DESIGN	75/713,314	25-May-99 **
United States of America	390053	20208	42	GETTYONE AND DESIGN	75/713,300	25-May-99 **
United States of America	390053	20209	9	GETTYONE	75/713,500	25-May-99 **
United States of America	390053	20210	16	GETTYONE	75/713,463	25-May-99 **
United States of America	390053	20211	35	GETTYONE	75/713,501	25-May-99 **
United States of America	390053	20212	42	GETTYONE	75/713,400	25-May-99 **
United States of America	390053	20213	42	VISUAL MEANS	75/713,401	25-May-99 **

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11/02/99 TUE 19:19 [TX/RX NO 9233] 009 TOTAL P.09