

03-07-2000



MRO  
2-400

101282846  
RECORDATION FORM COVER SHEET  
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  
Nov. 18, 1999

Conveying Party

Mark if additional names of conveying parties attached

Name GETTY IMAGES, INC. Execution Date  
Month Day Year  
Nov. 18 1999

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Delaware

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  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.)

Corporation  Association

Other United Kingdom public limited company

Citizenship/State of Incorporation/Organization \_\_\_\_\_

FOR OFFICE USE ONLY

03/06/2000 DCOATES 00000172 75181727

01 FC:481 40.00 GP  
02 FC:482 50.00 GP

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

TRADEMARK  
REEL: 002030 FRAME: 0695

**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)**

<input type="text" value="75/181727"/>	<input type="text" value="75/139147"/>	<input type="text" value="75/122978"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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<input type="text"/>	<input type="text"/>	<input type="text"/>

**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. Gasiorowski, Senior Legal  
Assistant to Neil S. Hirshman

  
Signature

Date Signed

Name of Person Signing

## SECURITY INTEREST IN TRADEMARKS

THIS SECURITY INTEREST IN TRADEMARKS ("Security Interest In Trademarks"), dated as of November 18, 1999, is made by GETTY IMAGES, INC., a Delaware corporation ("Grantor"), in favor of HSBC Investment Bank plc, a United Kingdom public limited company, as Security Agent under the Security Agreement 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 General Security Agreement dated October 29, 1999 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement"), pursuant to which the Grantor has charged the Collateral (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 Security Agreement, 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 Security Agreement 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 the Security Agreement, as a supplement and ancillary to, and not in limitation of, the security interest granted to Agent under the Security Agreement with

respect to the Intellectual Property Rights. The Security Agreement (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 by the undersigned officer thereunto duly authorized this 18th day of November, 1999.

GETTY IMAGES, INC.


By: 

Name: Jonathan Klein

Title: Chief Executive Officer

STATE OF Washington )  
  ) SS  
COUNTY OF King      )

On this 18 day of November, 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, INC.

  
Notary Public

**SCHEDULE A**

**TRADEMARKS**

None.

**TRADEMARK APPLICATIONS**

<b>TITLE</b>	<b>SERIAL NO.</b>	<b>FILING DATE</b>
FABULOUS FOOTAGE	75-181,727	10/15/96
FABULOUS FOOTAGE	75-139,147	07/24/96
HULTON	75-122,978	06/20/96