

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	OPTION		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Getty Images, Inc.		02/09/1998	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Getty Investments LLC		
<b>Street Address:</b>	1325 Airmotive Way		
<b>Internal Address:</b>	Suite 262		
<b>City:</b>	Reno		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89502		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2846427	TAXI BY GETTY IMAGES	
Serial Number:	78106072	TAXI BY GETTY IMAGES	
Registration Number:	2842851	GETTY IMAGES	
Registration Number:	2844647	GETTY IMAGES	
Registration Number:	2837208	GETTY IMAGES	
Registration Number:	2656652	GETTY IMAGES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(310)282-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	dgrace@loeb.com		
<b>Correspondent Name:</b>	David W. Grace c/o Loeb & Loeb LLP		
<b>Address Line 1:</b>	10100 Santa Monica Boulevard		
<b>Address Line 2:</b>	Suite 2200		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067-4120		

**CH \$165.00 2846427**

ATTORNEY DOCKET NUMBER:	030884-03088
NAME OF SUBMITTER:	David W. Grace
Signature:	/David W. Grace/
Date:	09/25/2006

**Total Attachments: 14**

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## RESTATED OPTION AGREEMENT

THE AGREEMENT, made as of the 9<sup>th</sup> day of February 1998 by and between:

- (1) GETTY INVESTMENTS LLC, a limited liability company organised and existing under the laws of the State of Delaware, United States of America, with its principal office at 1325 Alrnotive Way, Suite 262, Reno, Nevada 89512, USA (hereinafter "Getty Investments");
- (2) GETTY IMAGES, INC., a company incorporated and existing under the laws of Delaware, with its principal office at 500 North Michigan Avenue, Suite 1700, Chicago, Illinois 60611, USA, (hereinafter "Getty Images"); and
- (3) GETTY COMMUNICATIONS PLC, a company incorporated under the laws of England and Wales (registered number 3005770), with its registered office at 101 Bayham Street, Camden Town, London NW1 0AG, England (hereinafter "Getty Communications").

### WITNESSETH:

WHEREAS Getty Investments owns a significant interest in Getty Images:

WHEREAS ownership of Getty Investments resides in membership interests held by trusts and other entities whose beneficial owners and beneficiaries are members of the Getty family:

WHEREAS said members of the Getty family have consented to the use and registration of the "Getty" name as a trade name, trademark and service mark by Getty Images and the companies under its control and Getty Investments hereby agrees to provide to the extent it is able to any written consent required to achieve registration, where the rights or trade marks of the Getty family and related companies are cited as obstacles in the prosecution of "Getty" Marks of Getty Images;

WHEREAS Getty Images and its subsidiaries use or intend to use the trade names, trademarks and service marks "Getty" and derivations thereof, including without limitation the trade names, trade marks and service marks set forth in Schedule A (hereinafter collectively the "Getty Marks" which term shall include any future trade names, trademarks and service marks incorporating "Getty" and the aforementioned design) for photograph library, stock film and video agency services, and related goods and services:

WHEREAS Getty Communications and its subsidiaries have applied for registration of the Getty Marks in the United States, the United Kingdom, and the European Union and any other jurisdiction; and

WHEREAS Getty Investments wishes to retain control over the Getty Marks in the event that a third party acquires a Controlling Interest (as hereinafter defined) of Getty Images,

NOW THEREFORE, in consideration of the mutual promises and covenants herein set forth, the parties do hereby agree as follows:

## 1. GRANT OF OPTION

Subject to the terms and conditions set forth below, and for consideration of \$1 (the receipt and adequacy of which are hereby acknowledged) Getty Images grants to Getty Investments the right and option to purchase all right, title and interest in and to the Getty Marks, together with the goodwill of the business symbolised by the marks, and all applications and registrations for said marks, for the sum of \$100. Getty Images shall not sell, transfer or encumber the Getty Marks, or any interest therein, without the prior written consent of Getty Investments.

## 2. EXERCISE OF OPTION

(a) Getty Investments shall have the right to exercise said option at any time in the future, but only after a third party (or related third party group) shall obtain a Controlling Interest in Getty Images. For the purposes hereof, the phrase "Controlling Interest" shall mean the ability to cast a majority of the total votes capable of being cast at any meeting of the holders of shares in Getty Images. Getty Investments shall have thirty (30) days after being notified in writing that any such third party has obtained a Controlling Interest in Getty Images in which to exercise this option by mailing, by certified mail, return receipt requested, a written notice of its exercise to Getty Images together with the payment of \$100.

(b) Within thirty (30) days of the receipt of said notice and payment Getty Images and Getty Communications shall execute and deliver to Getty Investments an assignment of all right, title and interest in and to the Getty Marks and all applications and registrations for said marks. Said assignment shall be in a form suitable for recordal with the appropriate governmental agencies of the United States, the United Kingdom and the European Union and any other jurisdiction in which the Getty Marks are registered or in which there are applications for registration pending. In the event that the assignments supplied are not in a form suitable for recordal with the appropriate governmental agencies or further documentation is required, Getty Images and Getty Communications undertake to execute any such further documents reasonably required by Getty Investments to effect final recordal of assignment.

## 3. PHASE-OUT PERIOD AND LICENSE

(a) Getty Images shall have one year from the date of the notice referred to in Clause 2(b) above, to phase out all use by Getty Images and its subsidiaries of all the Getty Marks (hereinafter the "Phase-Out Period").

(b) During the term of the Phase-Out Period, Getty Investments grants to Getty Images and its subsidiaries a written licence to use the Getty Marks throughout the world in connection with the goods, services and business of

Getty Images and its subsidiaries, subject to the following terms and conditions:

- (i) the license shall become effective as of the date of the assignment and shall expire one year from said date;
- (ii) the license shall be royalty free;
- (iii) all use of the Getty Marks by Getty Images and its subsidiaries during the Phase-Out Period shall inure to the benefit of Getty Investments, and all such uses shall bear appropriate legal notices indicating that the marks are being used under license from Getty Investments;
- (iv) Getty Images shall maintain the same high standard of quality for the goods and services offered for sale and sold under the Getty Marks as it maintained while they were under its ownership, and Getty Investments shall have the right to make such inquiries, and to conduct such investigations, as it reasonably deems necessary to insure the continued maintenance by Getty Images of this high standard of quality; and
- (v) upon the expiration of the Phase-Out Period, Getty Images and its subsidiaries shall immediately cease to use, in any manner and for any purpose, directly or indirectly, any of the Getty Marks, and promptly destroy all remaining inventory of materials bearing any of the Getty Marks.

#### 4. ADOPTION OF NEW NAMES AND MARKS

- (a) During the Phase-Out Period, Getty Investments shall have the right to determine that the new trade names, trademarks and service marks to be used by Getty Images and its subsidiaries (hereinafter "new Names and Marks") do not contain the Getty Marks nor be confusingly similar to any of the Getty Marks.
- (b) No later than ninety (90) days prior to the expiration of the Phase-Out Period, Getty Images shall submit for the review of Getty Investments its proposed new Names and Marks. Getty Investments shall have thirty (30) days within which to object to such new Names and Marks. If Getty Investments fails to respond in writing within this period, Getty Investments shall have no further right to object.
- (c) Upon the expiration of the Phase-Out Period, Getty Images and those of its subsidiaries that use the Getty Marks in their corporate name shall take all appropriate steps to change its corporate names, to communicate this change to their customers, and shall cease to use the Getty Marks.

**5. FURTHER ASSURANCE**

- (a) Getty Images shall, if requested by Getty Investments, procure that any subsidiary of it that uses the Getty Marks shall enter into an agreement with Getty Investments in similar terms to this Agreement (the "Subsidiary Agreement") save that if such subsidiary ceases to be a subsidiary of Getty Images without also ceasing its use of the Getty Marks and transferring any ownership rights to Getty Images, the Phase Out Period in the Subsidiary Agreement shall be 10 days.
- (b) Getty Images agrees that it will and will procure that its subsidiaries will do and execute all necessary acts and documents to give effect to this Agreement.

**6. NOTICES**

All notices or other communications required or permitted by this Agreement shall be in writing and sent to the parties at the following addresses:

**To Getty Investments:**

Getty Investments LLC  
1325 Altimotive Way, Suite 262  
Reno  
Nevada 89502  
USA

Attention: Jim Muehl/Mark Jensen

**To Getty Images:**

Getty Images, Inc.  
101 Bayham Street  
Camden Town  
London NW1 0AG  
England

Attention: Jonathan Klein

**To Getty Communications:**

Getty Communications plc  
101 Bayham Street  
Camden Town  
London NW1 0AG  
England

Attention: Jonathan Klein

**7. MISCELLANEOUS**

- (a) This agreement is governed exclusively by Delaware law.
- (b) To the fullest extent permitted by law any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by mandatory final and binding arbitration in New York City, New York, USA under the auspices of and in accordance with the rules, then obtaining, of the American Arbitration Association, to the extent not inconsistent with the Delaware Uniform Arbitration Act and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The reasonable fees, costs and expenses, including legal fees, incurred in connection with such arbitration shall be borne equally by the parties. Nothing in this paragraph 7(b) shall limit any right that any party may otherwise have to seek to obtain preliminary injunctive relief in order to preserve the status quo pending the disposition of any such arbitration proceeding.
- (c) In the event of an action for breach of this agreement, the parties acknowledge that recovery of damages shall not be a sufficient remedy, and the aggrieved party shall be entitled to specific performance thereof in addition to other legal remedies to which it may be entitled.
- (d) Getty Investments shall have the right to record this agreement against any and all applications and registrations of the Getty Marks with the appropriate governmental agencies of the United States, the United Kingdom and the European Union and any other jurisdictions.
- (e) This agreement is binding upon the parties hereto, their subsidiaries, divisions and all those acting in concert or in participation with them or under their direction or control, and upon their successor and assigns.
- (f) In the event that a Getty Images subsidiary which has not executed this agreement uses any of the Getty Marks at any time in the future, such entity shall be required by Getty Images to execute this agreement in counterpart, and Getty Investments shall be provided a copy of said counterpart.
- (g) This agreement embodies the entire agreement of the parties hereto and supersedes all prior negotiations, understandings and agreements whether written or oral. No part of this agreement may be varied by any party hereto, except by a writing signed by each of the parties.

**IN WITNESS THEREOF**, the parties have caused this agreement to be executed by their duly authorized officers.

SCHEDULE A

ID	Country	Registrar	Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date	Display Classes
20397	European Union (CTM)	Grey Communications Limited	GBTTY	Pending	262040	09 May 1994			9, 16, 38 & 41
20404	United States	Grey Communications Limited	O Device	Pending	75/112977	20 Jan 1996			9, 16, 38 & 41
20406	United States	Grey Communications Limited	GBTTY	Pending	75/112766	20 Jan 1996			9, 16, 38 & 41
20425	United States	Grey Communications Limited	GBTTY COMMUNICATIONS	Pending	75/112810	20 Jan 1996			9, 16, 38 & 41
20403	Australia	Grey Communications Pty	GBTTY	Pending	777426	07 Feb 1997			9 & 41
20400	China	Grey Communications Pty	GBTTY	Pending	833556	05 Feb 1997			9, 16, 38 & 41
20405	China	Grey Communications Pty	GBTTY	Pending	97087237	30 Aug 1997			9
20404	China	Grey Communications Pty	GBTTY	Pending	97087236	30 Aug 1997			41
20409	European Union (CTM)	Grey Communications Pty	O Device	Pending	344919	31 Oct 1996			9, 16, 38 & 41
20449	Hong Kong	Grey Communications P.C.	GBTTY	Pending	106797	12 Feb 1997			9
20459	Hong Kong	Grey Communications P.C.	GBTTY	Pending	1168797	12 Feb 1997			41
20469	India	Grey Communications Pty	GBTTY	Pending	753090	10 Feb 1997			9
20469	India	Grey Communications Pty	GBTTY	Pending	753090	10 Feb 1997			16
20461	Indonesia	Grey Communications Pty	GBTTY	Pending	0278703	09 May 1997			9
20462	Indonesia	Grey Communications Pty	GBTTY	Pending	0278704	09 May 1997			16
20463	Indonesia	Grey Communications Pty	GBTTY	Pending	3971797	09 May 1997			36
20460	Israel	Grey Communications Pty	GBTTY	Pending	3973796	09 May 1997			41
20460	Israel	Grey Communications Pty	GBTTY	Pending	110223	06 Feb 1997			9
20460	Israel	Grey Communications Pty	GBTTY	Pending	110226	06 Feb 1997			41
20469	Japan	Grey Communications Pty	GBTTY	Pending	109-01811	19 Mar 1997			9
20413	Japan	Grey Communications Pty	GBTTY	Pending	109-02882	19 Mar 1997			41
20445	Japan	Grey Communications Pty	GBTTY	Pending	109-11608	08 May 1997			9
20445	Korea (South)	Grey Communications Pty	GBTTY	Pending	97-6079	17 Feb 1997			9
20446	Korea (South)	Grey Communications Pty	GBTTY	Pending	97-6078	17 Feb 1997			16
20447	Korea (South)	Grey Communications Pty	GBTTY	Pending	97-1516	17 Feb 1997			38
20448	Korea (South)	Grey Communications Pty	GBTTY	Pending	97-1919	17 Feb 1997			41
20465	Malaysia	Grey Communications Pty	GBTTY	Pending	9702468	03 May 1997			9
20466	Malaysia	Grey Communications Pty	GBTTY	Pending	9702469	03 May 1997			16
20467	New Zealand	Grey Communications Pty	GBTTY	Pending	272463	07 Feb 1997			9
20468	New Zealand	Grey Communications Pty	GBTTY	Pending	272464	07 Feb 1997			41

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23657	Saudi Arabia	Gerty Communications Plc	GERTY	37504	07 Feb 1997	9
23658	Saudi Arabia	Gerty Communications Plc	GERTY	37505	07 Feb 1997	41
23659	Singapore	Gerty Communications Plc	GERTY	158977	12 Feb 1997	9
23660	Singapore	Gerty Communications Plc	GERTY	158978	12 Feb 1997	16
23661	Singapore	Gerty Communications Plc	GERTY	158979	12 Feb 1997	38
23662	South Africa	Gerty Communications Plc	GERTY	097121720	12 Feb 1997	41
23663	South Africa	Gerty Communications Plc	GERTY	097121721	06 Feb 1997	9
23664	South Africa	Gerty Communications Plc	GERTY	097121722	06 Feb 1997	16
23665	South Africa	Gerty Communications Plc	GERTY	097121723	06 Feb 1997	38
23666	Tel Aviv	Gerty Communications Plc	GERTY	060776	15 Feb 1997	41
23667	Tel Aviv	Gerty Communications Plc	GERTY	060774	15 Feb 1997	9
23668	Thailand	Gerty Communications Plc	GERTY	338608	04 Jul 1997	41
23669	Thailand	Gerty Communications Plc	GERTY	338609	04 Jul 1997	9
23670	Thailand	Gerty Communications Plc	GERTY	338610	04 Jul 1997	16
23671	Thailand	Gerty Communications Plc	GERTY	338611	04 Jul 1997	38
23672	Turkey	Gerty Communications Plc	GERTY	2418	26 Feb 1997	41
23673	Turkey	Gerty Communications Plc	GERTY	2425	26 Feb 1997	9
23674	United Arab Emirates	Gerty Communications Plc	GERTY	26343	29 Mar 1997	41
23675	United Arab Emirates	Gerty Communications Plc	GERTY	26344	29 Mar 1997	9
23676	United Arab Emirates	Gerty Communications Plc	GERTY	26345	29 Mar 1997	41
23677	United Arab Emirates	Gerty Communications Plc	GERTY	26346	29 Mar 1997	9
23678	Australia	G & Eye Devices	G & Eye Devices	754739	05 May 1997	9 & 41
23679	Brazil	G & Eye Devices	G & Eye Devices	82813466	31 Jul 1997	9
23680	Brazil	G & Eye Devices	G & Eye Devices	82813467	31 Jul 1997	41
23681	Brazil	G & Eye Devices	G & Eye Devices			41
23682	Brazil	G & Eye Devices	G & Eye Devices			9
23683	Brazil	G & Eye Devices	G & Eye Devices			41
23684	Canada	G & Eye Devices	G & Eye Devices	845154	05 May 1997	9 & 41
23685	China	G & Eye Devices	G & Eye Devices	9002664	09 Jul 1997	9
23686	China	G & Eye Devices	G & Eye Devices	91097663	09 Jul 1997	41
23687	Colombia	G & Eye Devices	G & Eye Devices			9
23688	Colombia	G & Eye Devices	G & Eye Devices			9
23689	Colombia	G & Eye Devices	G & Eye Devices			41
23690	Czech Rep	G & Eye Devices	G & Eye Devices			9
23691	Czech Rep	G & Eye Devices	G & Eye Devices			41
23692	Czech Rep	G & Eye Devices	G & Eye Devices			9
23693	Czech Rep	G & Eye Devices	G & Eye Devices			41
23694	Czech Rep	G & Eye Devices	G & Eye Devices			9
23695	Czech Rep	G & Eye Devices	G & Eye Devices			41

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2072	Member	City Images Limited	G & Sps Berlin	Pending						9
2078	Member	City Images Limited	G & Sps Berlin	Pending						41
2086	Member	City Images Limited	CITY IMAGES	Pending						9
2087	Member	City Images Limited	CITY IMAGES	Pending						41
2435	European Union (C29)	City Images Limited	G & Sps Berlin	Pending	304235	64 May 1997				9, 16 & 41
2454	Japan	City Images Limited	G & Sps Berlin	Pending	9-222004	28 Jun 1997				9
2454	Japan	City Images Limited	G & Sps Berlin	Pending	9-222003	28 Jun 1997				41
2055	United Kingdom	City Images Limited	G Berlin	Allowed to Issue	210004	05 Jun 1996				9, 16, 38 & 41
2470	United States	City Images Limited	G & Sps Berlin	Pending	74317814	01 Jul 1997				9 & 41
2394	United States	Toy Store Linger Chicago, Inc.	STV 2 02E	Registered	74319659	16 Oct 1993	1799336	13 Oct 1993		16

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Date: \_\_\_\_\_

**GETTY INVESTMENTS LLC**

By: Jan D. Moehl

Name: Jan D. Moehl

Title: Officer

Date: \_\_\_\_\_

**GETTY IMAGES, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**GETTY COMMUNICATIONS PLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF NEVADA        )  
                                  ) ss.  
COUNTY OF WASHOE    )

Signed or attested before me on February 6, 1998, by Jan D. Moehl, personally known to me to be the person who signed the within instrument in his capacity as an Officer of Getty Investments L.L.C.

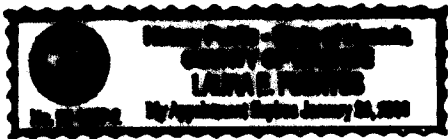
WITNESS my hand and official seal.



*Laura E. Fuentes*

Laura E. Fuentes

My Commission Expires: January 29, 2000



Date: \_\_\_\_\_

**GETTY INVESTMENTS LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**GETTY IMAGES, INC.**

Mark Torrance

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**GETTY COMMUNICATIONS PLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

**STATE OF CALIFORNIA** )  
 ) ss.  
**COUNTY OF SAN FRANCISCO** )

On February , 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared , personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity, upon behalf of which the person(s) acted, executed the instrument.

**WITNESS** my hand and official seal.

\_\_\_\_\_

**My Commission Expires:**

Date: \_\_\_\_\_

**GETTY INVESTMENTS LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**GETTY IMAGES, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**GETTY COMMUNICATIONS PLC**

By:  \_\_\_\_\_

Name: **Mark Getty** \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF ~~CALIFORNIA~~ <sup>Washington</sup> )  
 )  
 COUNTY OF ~~SAN FRANCISCO~~ <sup>King</sup> )  
 )

On February 8<sup>th</sup>, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared **MARK Getty**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/hex/their signature(s) on the instrument the person(s), or the entity, upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*Suzanne K. Pitzer*  
 \_\_\_\_\_  
 SUZANNE K. PITZER  
 My Commission Expires: 9-19-99

