TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jupiterimages Corporation		05/12/2009	CORPORATION: ARIZONA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Collateral Agent
Street Address:	3135 Easton Turnpike
City:	Fairfield
State/Country:	CONNECTICUT
Postal Code:	06828
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 56

Property Type	Number	Word Mark
Registration Number:	2971618	LIQUID LIBRARY
Registration Number:	3040869	LIQUID TREAT
Registration Number:	3192174	LIQUIDLIBRARY
Registration Number:	3168736	MEDIABUILDER.COM
Registration Number:	3533293	NOISEFUEL SOUND EFFECTS & IMAGING ELEMENTS
Registration Number:	2287871	NONSTOCK
Registration Number:	2971414	PHOTIS
Registration Number:	2720601	PHOTO-OBJECTS
Registration Number:	3141643	PHOTOOBJECTS.NET
Registration Number:	3531028	PHOTOS.COM>>
Registration Number:	3105633	PICTUREARTS
Registration Number:	3126689	PICTUREQUEST
Registration Number:	2497936	PICTUREQUEST
Registration Number:	3548912	POLKA DOT IMAGES

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Registration Number:	3244026	(RE)VIEW
Registration Number:	2816168	ABLESTOCK
Registration Number:	2788156	ABLESTOCK.COM
Registration Number:	3255259	ANIMATION FACTORY
Registration Number:	3168026	ANIMATIONS.COM
Registration Number:	3564715	BANANASTOCK
Registration Number:	2824332	BIGSHOT
Registration Number:	2952065	BIGSHOT MEDIA
Registration Number:	2926540	BIGSHOT MOVIES
Registration Number:	2932207	BIGSHOTS
Registration Number:	3446602	BLISH
Registration Number:	3530091	BLUE FUSE MUSIC
Registration Number:	3006958	BOTANICA
Registration Number:	2617382	BRAND X PICTURES
Registration Number:	3192312	CLIPART.COM
Registration Number:	1755867	COMSTOCK
Registration Number:	3180154	COMSTOCK IMAGES
Registration Number:	2607404	CREATAS
Registration Number:	3162164	CREATAS
Registration Number:	3069839	CREATIVE POWER IN MOTION
Registration Number:	3195865	FOODPIX
Registration Number:	3031247	FRESH. FAST. ROYALTY-FREE.
Registration Number:	3162162	GOODSHOOT
Registration Number:	2671374	HEMERA
Registration Number:	2838166	HEMERA
Registration Number:	2755323	IMAGEBLITZ
Registration Number:	3176505	JUPITERIMAGES
Registration Number:	3016931	JUPITERIMAGES
Registration Number:	3533287	ROYALTYFREEMUSIC.COM
Registration Number:	3526246	STOCK.XCHNG
Registration Number:	3526247	STOCKXPERT
Registration Number:	3536140	STUDIOCUTZ
Registration Number:	3202121	THE BEAUTY ARCHIVE
Registration Number:	3202133	THE BEAUTY | ARCH:VE
Registration Number:	2774745	THE BIG BOX OF ART

Registration Number:	3002169	THINKSTOCK
Registration Number:	3126688	THINKSTOCK FOOTAGE
Registration Number:	3129530	THINKSTOCK IMAGES
Registration Number:	3031246	UNCOMMON IMAGERY FOR INTELLIGENT DESIGN
Registration Number:	3376896	WORKBOOK
Serial Number:	77328912	MEDIAMUSICLOOPS.COM
Serial Number:	77046524	JUPITERTUNES

CORRESPONDENCE DATA

Fax Number: (202)408-3141

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 800-927-9801 x2348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 2: Attn: Jean Paterson

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	029592005
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	06/08/2009

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "IP Security Agreement"), dated as of May 12, 2009 among the Person listed on the signature pages hereof (the "Grantor"), and GENERAL ELECTRIC CAPITAL CORPORATION, as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "Collateral Agent").

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Security Agreement, dated as of July 2, 2008 (the "Security Agreement"), among ABE INVESTMENT HOLDINGS, INC., a Delaware corporation ("Holdings"), ABE ACQUISITION CORP., a Delaware corporation (which on the Closing Date shall be merged with and into GETTY IMAGES, INC., a Delaware corporation, with GETTY IMAGES, INC. surviving such merger as the borrower, the "Borrower"), each of the subsidiaries of the Borrower listed on Annex A thereto, and the Collateral Agent.

B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6 and 1.7 of the Credit Agreement shall apply to this IP Security Agreement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Supplement No. 3, dated as of March 11, 2009, the Grantor became a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor.

D. Pursuant to Section 4.4(e) of the Security Agreement, Grantor has agreed to execute or otherwise authenticate this IP Security Agreement for recording the Security Interest granted under the Security Agreement to the Collateral Agent in such Grantor's United States Registered Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such Registered Intellectual Property.

Accordingly, the Collateral Agent and Grantor agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the United States Trademark registrations and applications set forth in Schedule A hereto and all Proceeds of any and all the foregoing (collectively, the "Collateral").

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed to the Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Grantor.

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SECTION 3. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a "pdf" or "tiff")), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. Any provision of this IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 13.2 of the Credit Agreement. All communications and notices hereunder to Grantor shall be given to it in care of the Borrower at the Borrower's address set forth in Section 13.2 of the Credit Agreement.

SECTION 9. Expenses. Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this IP Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, Grantor and the Collateral Agent have duly executed this IP Security Agreement as of the day and year first above written.

JUPITERIMAGES CORPORATION,

By: _____
Name: John V. Lapham III
Title: President and Secretary

GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent,

By: _____
Name: Robert W. Vail
Title: Duly Authorized Signatory

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SCHEDULE A TO THE
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

UNITED STATES TRADEMARKS

Mark Name	Holder	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Exp. Date
(RE)VIEW	Jupiter-Images Corporation	Registered	78/772,885	12/14/2005	3,244,026	5/22/2007	5/22/2017
ABLESTOCK	Jupiter-Images Corporation	Registered	76/401,192	4/24/2002	2,816,168	2/24/2004	2/24/2014
ABLESTOCK.COM	Jupiter-Images Corporation	Registered	76/401,193	4/24/2002	2,788,156	12/2/2003	12/2/2013
ANIMATION FACTORY	Jupiter-Images Corporation	Registered	78/800,392	1/26/2006	3,255,259	6/26/2007	6/26/2017
ANIMATIONS.COM and Design	Jupiter-Images Corporation	Registered	78/733,365	10/14/2005	3,168,026	11/7/2006	11/7/2016
BANANASTOCK	Jupiter-Images Corporation	Registered	78/740,223	10/25/2005	3,564,715	1/20/2009	1/20/2019
BIGSHOT	Jupiter-Images Corporation	Registered	76/203,854	2/2/2001	2,824,332	3/23/2004	3/23/2014
BIGSHOT MEDIA	Jupiter-Images Corporation	Registered	76/173,138	11/29/2000	2,952,065	5/17/2005	5/17/2015
BIGSHOT MOVIES	Jupiter-Images Corporation	Registered	76/262,327	5/25/2001	2,926,540	2/15/2005	2/15/2015
BIGSHOTS	Jupiter-Images Corporation	Registered	76/203,855	2/2/2001	2,932,207	3/15/2005	3/15/2015
BLISH	Jupiter-Images Corporation	Registered	78/692,505	8/15/2005	3,446,602	6/10/2008	6/10/2018
BLUE FUSE MUSIC	Jupiter-Images Corporation	Registered	77/316,572	10/30/2007	3,530,091	11/11/2008	11/11/2018
BOTANICA and Design	Jupiter-Images Corporation	Registered	76/553,777	10/23/2003	3,006,958	10/18/2005	10/18/2015

BRANDXPICTURES and Design	Jupiter-Images Corporation	Registered	76/231,037	3/27/2001	2,617,382	9/10/2002	9/10/2012
CLIPART.COM and Design	Jupiter-Images Corporation	Registered	78/733,703	10/14/2005	3,192,312	1/2/2007	1/2/2017
COMSTOCK	Jupiter-Images Corporation	Registered	74/217,567	10/30/1991	1,755,867	3/2/1993	3/2/2013
COMSTOCK IMAGES	Jupiter-Images Corporation	Registered	78/723,649	9/29/2005	3,180,154	12/5/2006	12/5/2016
CREATAS	Jupiter-Images Corporation	Registered	76/305,693	8/27/2001	2,607,404	8/13/2002	8/13/2012
CREATAS	Jupiter-Images Corporation	Registered	78/712,226	9/13/2005	3,162,164	10/24/2006	10/24/2016
CREATIVE POWER IN MOTION	Jupiter-Images Corporation	Registered	76/612,029	9/20/2004	3,069,839	3/21/2006	3/21/2016
FOODPIX (Stylized)	Jupiter-Images Corporation	Registered	78/661,099	6/29/2005	3,195,865	1/9/2007	1/9/2017
FRESH. FAST. ROYALTY-FREE.	Jupiter-Images Corporation	Registered	76/608,331	8/23/2004	3,031,247	12/20/2005	12/20/2015
GOODSHOOT	Jupiter-Images Corporation	Registered	78/711,253	9/12/2005	3,162,162	10/24/2006	10/24/2016
HEMERA	Jupiter-Images Corporation	Registered	76/276,154	6/25/2001	2,671,374	1/7/2003	1/7/2013
HEMERA and Design	Jupiter-Images Corporation	Registered	76/517,161	5/28/2003	2,838,166	5/4/2004	5/4/2014
IMAGEBLITZ	Jupiter-Images Corporation	Registered	76/381,171	3/12/2002	2,755,323	8/26/2003	8/26/2013
JUPITERIMAGES	Jupiter-Images Corporation	Registered	78/712,191	9/13/2005	3,176,505	11/28/2006	11/28/2016
JUPITERIMAGES	Jupiter-Images Corporation	Registered	76/595,363	6/3/2004	3,016,931	11/22/2005	11/22/2015
JUPITERTUNES	Jupiter-Images Corporation	Pending	77/046,524	11/17/2006			

LIQUID LIBRARY	Jupiter-Images Corporation	Registered	76/465,424	11/7/2002	2,971,618	7/19/2005	7/19/2015
LIQUID TREAT	Jupiter-Images Corporation	Registered	78/503,060	10/20/2004	3,040,869	1/10/2006	1/10/2016
LIQUIDLIBRARY	Jupiter-Images Corporation	Registered	78/712,214	9/13/2005	3,192,174	1/2/2007	1/2/2017
MEDIABUILDER.COM	Jupiter-Images Corporation	Registered	78/800,184	1/26/2006	3,168,736	11/7/2006	11/7/2016
MEDIAMUSICLOOPS and Design	Jupiter-Images Corporation	Pending	77/328,912	11/14/2007			
NOISEFUEL SOUND EFFECTS & IMAGING ELEMENTS and Design	Jupiter-Images Corporation	Registered	77/310,618	10/23/2007	3,533,293	11/18/2008	11/18/2018
NONSTOCK	Jupiter-Images Corporation	Registered	75/553,841	9/16/1998	2,287,871	10/19/1999	10/19/2009
PHOTIS	Jupiter-Images Corporation	Registered	76/414,375	5/29/2002	2,971,414	7/19/2005	7/19/2015
PHOTO-OBJECTS	Jupiter-Images Corporation	Registered	76/297,141	8/9/2001	2,720,601	6/3/2003	6/3/2013
PHOTOOBJECTS.NET	Jupiter-Images Corporation	Registered	78/701,677	8/26/2005	3,141,643	9/12/2006	9/12/2016
PHOTOS.COM and Design	Jupiter-Images Corporation	Registered	78/733,769	10/14/2005	3,531,028	11/11/2008	11/11/2018
PICTUREARTS and Design	Jupiter-Images Corporation	Registered	76/613,903	9/30/2004	3,105,633	6/20/2006	6/20/2016
PICTUREQUEST	Jupiter-Images Corporation	Registered	78/701,749	8/26/2005	3,126,689	8/8/2006	8/8/2016
PICTUREQUEST	Jupiter-Images Corporation	Registered	76/023,882	4/13/2000	2,497,936	10/16/2001	10/16/2011
POLKA DOT IMAGES	Jupiter-Images Corporation	Registered	77/239,815	7/26/2007	3,548,912	12/23/2008	12/23/2018

ROYALTYFREEMUSIC.COM	Jupiter-Images Corporation	Registered	77/310,005	10/22/2007	3,533,287	11/18/2008	11/18/2018
STOCK.XCHNG	Jupiter-Images Corporation	Registered	77/089,238	1/23/2007	3,526,246	11/4/2008	11/4/2018
STOCKXPERT	Jupiter-Images Corporation	Registered	77/089,312	1/23/2007	3,526,247	11/4/2008	11/4/2018
STUDIOCUTZ	Jupiter-Images Corporation	Registered	77/303,130	10/12/2007	3,536,140	11/25/0008	11/25/2018
THE BEAUTY ARCHIVE	Jupiter-Images Corporation	Registered	78/855,870	4/6/2006	3,202,121	1/23/2007	1/23/2017
THE BEAUTY ARCHIVE (Stylized)	Jupiter-Images Corporation	Registered	78/857,482	4/10/2006	3,202,133	1/23/2007	1/23/2017
THE BIG BOX OF ART	Jupiter-Images Corporation	Registered	76/401,190	4/24/2002	2,774,745	10/21/2003	10/21/2013
THINKSTOCK	Jupiter-Images Corporation	Registered	76/026,936	4/17/2000	3,002,169	9/27/2005	9/27/2015
THINKSTOCK FOOTAGE	Jupiter-Images Corporation	Registered	78/701,734	8/26/2005	3,126,688	8/8/2006	8/8/2016
THINKSTOCK IMAGES	Jupiter-Images Corporation	Registered	78/701,713	8/26/2005	3,129,530	8/15/2006	8/15/2016
UNCOMMON IMAGERY FOR INTELLIGENT DESIGN	Jupiter-Images Corporation	Registered	76/608,330	8/23/2004	3,031,246	12/20/2005	12/20/2015
WORKBOOK	Jupiter-Images Corporation	Registered	77/010,802	9/29/2006	3,376,896	2/5/2008	2/5/2018