

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	second amendment to option

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Getty Images, Inc.		07/02/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Getty Investments LLC
Street Address:	1325 Airmotive Way
Internal Address:	Suite 262
City:	Reno
State/Country:	NEVADA
Postal Code:	89502
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	2846427	TAXI BY GETTY IMAGES
Registration Number:	2844647	GETTY IMAGES
Registration Number:	2842851	GETTY IMAGES
Registration Number:	2837208	GETTY IMAGES
Registration Number:	2656652	GETTY IMAGES

**CORRESPONDENCE DATA**

Fax Number: (617)345-9020  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 617-345-9000  
 Email: tmdocket@haslaw.com  
 Correspondent Name: Amy B. Spagnole  
 Address Line 1: 28 State Street  
 Address Line 2: Hinckley, Allen & Snyder LLP  
 Address Line 4: Boston, MASSACHUSETTS 02109-1775

**OP \$140.00 2846427**

NAME OF SUBMITTER:	Attorney for Registrant
Signature:	/Amy B. Spagnole/
Date:	06/30/2009
<b>Total Attachments: 11</b> source=Getty 2nd Amendment to Option#page1.tif source=Getty 2nd Amendment to Option#page2.tif source=Getty 2nd Amendment to Option#page3.tif source=Getty 2nd Amendment to Option#page4.tif source=Getty 2nd Amendment to Option#page5.tif source=Getty 2nd Amendment to Option#page6.tif source=Getty 2nd Amendment to Option#page7.tif source=Getty 2nd Amendment to Option#page8.tif source=Getty 2nd Amendment to Option#page9.tif source=Getty 2nd Amendment to Option#page10.tif source=Getty 2nd Amendment to Option#page11.tif	

## SECOND AMENDMENT TO RESTATED OPTION AGREEMENT

This **SECOND AMENDMENT TO RESTATED OPTION AGREEMENT**, dated as of July 2, 2008 (this "**Agreement**"), is by and among Getty Investments L.L.C., a Delaware limited liability company ("**Getty Investments**"), Getty Images, Inc., a Delaware corporation ("**Getty Images**"), Getty Communications Limited (f/k/a Getty Communications plc), a company organized under the laws of England and Wales ("**Getty Communications**"), and Abe Investment, L.P., a Delaware limited partnership ("**Parent**").

**WHEREAS**, Getty Investments, Getty Images and Getty Communications entered into a Restated Option Agreement, dated February 9, 1998 (the "**Option Agreement**"), pursuant to which, among other things, upon the terms and subject to the conditions set forth therein, Getty Investments has the right to obtain control over the Getty Marks in the event that a third party acquires a Controlling Interest in Getty Images; and

**WHEREAS**, Getty Investments, Getty Images, Getty Communications and Parent entered into a Waiver and Amendment to Restated Option Agreement, dated as of February 24, 2008 (the "**Waiver and Amendment**"), pursuant to which Getty Investments agreed to waive certain rights under the Option Agreement and to amend certain provisions in the Option Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

### **ARTICLE I** **CERTAIN DEFINITIONS**

**1.1 Capitalized Terms.** Capitalized terms used in this Agreement and not defined herein have the meanings ascribed to them in the Option Agreement, as amended by the Waiver and Amendment.

### **ARTICLE II** **AMENDMENTS TO THE OPTION AGREEMENT**

**2.1 Exercise of Option.** The parties hereto agree that Section 2 of the Option Agreement, as amended by the Waiver and Amendment, is hereby amended and restated as follows:

#### **"2. EXERCISE OF OPTION**

- (a) Getty Investment shall have the right to exercise said option at any time in the future, but only after either:
  - (i) a third party (or related third party group) shall obtain a Controlling Interest in Getty Images (a "**Controlling Interest Event**"); or

(ii) Abe Investment, L.P. ("**Parent**") and its subsidiaries (including, without limitation, Getty Images) cease all use of the Getty Marks in connection with the conduct of any of their businesses (a "**Cessation of Use Event**") after the date hereof (for the avoidance of doubt, it is understood that if Parent and its subsidiaries (including, without limitation, Getty Images) commence any phase out or other process for transitioning from the usage of the Getty Marks in connection with the conduct of any of their businesses to the usage of other trade names, trademarks and service marks in connection with the conduct of their businesses (a "**Transition Process**"), a Cessation of Use Event shall not be deemed to have occurred unless, and until, Parent and its subsidiaries (including, without limitation, Getty Images) have completed such phase out or other process and have ceased all use of the Getty Marks in connection with the conduct of any of their businesses, provided that Parent and its subsidiaries (including, without limitation, Getty Images) continue in good faith to use the Getty Marks in connection with the conduct of their businesses during such phase out or other process).

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 of Getty Images. In the event that a Controlling Interest Event or a Cessation of Use Event, as applicable, has occurred, Getty Images will notify Getty Investments in writing of such occurrence within thirty (30) days thereafter. Getty Investments shall have thirty (30) days after being notified in writing that a Controlling Interest Event or a Cessation of Use Event, as applicable, has occurred 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 (together with all goodwill that is solely associated with the Getty Marks (for the avoidance of doubt, in no event shall such assignment of goodwill include any interest in any of the goodwill or other assets of Parent and its subsidiaries (including, without limitation, Getty Images and Getty Communications) other than the goodwill solely associated with 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.

(c) In the event that Getty Investments exercises said option after a Cessation of Use Event:

(i) Getty Investments shall not be permitted to use (or license or otherwise permit any other party to use), at any time after the exercise of said option, any of the Getty Marks in connection with any line of business or product line that is competitive with any then existing line of business or product line of Parent and its subsidiaries (including, without limitation, Getty Images) at the time at which the Cessation of Use Event occurs; and

(ii) Getty Investments shall not be permitted to use (or license or otherwise permit any other party to use), at any time during the 18-month period immediately after the Cessation of Use Event occurs, "Getty Images" or any trade name, trademark or services mark containing "Getty Images" or any derivation thereof that contains "Getty" and "Images," for any purpose;

provided, however that this clause 2(c) shall not apply if, on the date that is the earlier of the Cessation of Use Event and the commencement of a Transition Process, Parent and its subsidiaries (including, without limitation, Getty Images) are in active good faith discussions with one or more specific third parties with respect to a transaction in which one of such third parties potentially would acquire a Controlling Interest in Getty Images.

(d) In the event that Getty Images notifies Getty Investments in writing pursuant to clause 2(a) that a Cessation of Use Event has occurred, Parent agrees that if, at any time during the (30) day period immediately after delivery of such written notification, Parent and its subsidiaries (including, without limitation, Getty Images) are in active good faith discussions with one or more specific third parties with respect to a transaction in which one of such third parties potentially would acquire a Controlling Interest in Getty Images, then Parent shall notify Getty Investments in writing that such discussions are occurring (for the avoidance of doubt, it is understood that Parent and its subsidiaries (including, without limitation, Getty Images) make no representation or warranty in connection with the delivery of any such notice that such potential Controlling Interest transaction or any other Controlling Interest transaction will occur at any time after the Cessation of Use Event).

- (e) Notwithstanding anything to the contrary set forth herein, Getty Investments shall not have the right to exercise the option in clause 2(a)(i) if and for so long as Hellman & Friedman Capital Partners VI, L.P., a Delaware limited partnership, and its investment vehicle and fund Affiliates, collectively, beneficially own, or otherwise have the right to vote, directly or indirectly, a Controlling Interest in Getty Images, whether through beneficial ownership of voting securities of Getty Images or any direct or indirect parent of Getty Images and/or through proxies, voting trusts, voting agreements or otherwise. For the purposes of this Agreement, "Affiliate" shall have the meaning set forth in Rule 12b-2 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended."

**2.2 Phase-Out Period.** The parties hereto agree that Section 3(a) of the Option Agreement is hereby amended and restated as follows:

- "(a) Getty Images shall have eighteen (18) months from the date of the notice delivered by Getty Images referred to in Clause 2(a) above with respect to the occurrence of a Controlling Interest Event, to phase out all use by Getty Images and its subsidiaries of all the Getty Marks (hereinafter, the "**Phase-Out Period**")."

**2.3 Integration and Amendments.** The parties hereto agree that Section 7(g) of the Option Agreement, as amended by the Waiver and Amendment, is hereby amended and restated as follows:

- "(g) This Agreement, as modified by (i) the Waiver and Amendment to Restated Option Agreement, dated as of February 24, 2008, by and among Getty Investments, Getty Images, Getty Communications Limited (f/k/a Getty Communications plc) and Abe Investment, L.P. ("**Parent**") and (ii) the Second Amendment to Restated Option Agreement, dated as of July 2, 2008, by and among Getty Investments, Getty Images, Getty Communications Limited and Parent (collectively, the "**Amendment Parties**"), embodies the entire agreement of the parties hereto, and supersedes all prior negotiations, understandings and agreements whether written or oral, among the parties, with respect to the subject matter hereof. No part of this Agreement may be varied by any party hereto, except by a writing signed by each of the Amendment Parties."

**2.4 Survival.** Except as set forth in this Agreement, all other terms of the Option Agreement, as amended by the Waiver and Amendment, shall remain in full force and effect without amendment or modification thereof.

**ARTICLE III**  
**MISCELLANEOUS**

**3.1 Amendment.** This Agreement may not be amended other than in an instrument in writing signed by all of the parties hereto.

**3.2 Severability.** If any term or provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of this Agreement shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to the parties. Upon such determination that any term or provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to amend or otherwise modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner such that the transactions contemplated hereby are fulfilled to the extent possible.

**3.3 Entire Agreement.** Except for the Merger Agreement, the Option Agreement, as amended by the Waiver and Amendment and this Agreement, and the other documents and instruments delivered in connection herewith and therewith constitute the entire agreement and supersede all prior representations, agreements, understandings and undertakings, whether written and oral, among the parties, or any of them, with respect to the subject matter hereof, and no party is relying on any other prior oral or written representations, agreements, understandings or undertakings with respect to the subject matter hereof.

**3.4 Successors and Assigns.** 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 successors and assigns. Notwithstanding the foregoing, this Agreement may only be assigned by a party hereto and its subsidiaries if the Option Agreement, as amended by the Waiver and Amendment and this Agreement, is assigned together therewith.

**3.5 Counterparts.** This Agreement may be executed in one or more counterparts, which when taken together shall constitute one and the same agreement.

**3.6 Governing Law; Dispute Resolution.** This Agreement is governed exclusively by Delaware law. 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 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 tendered 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 Section 3.6 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.

**3.7 WAIVER OF JURY TRIAL.** EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LETTER AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**3.8 Exercise of Rights and Remedies.** No delay of or omission in the exercise of any right, power or remedy accruing to any party as a result of any breach or default by any other party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of any similar breach or default occurring later; nor shall any such delay, omission nor waiver of any single breach or default be deemed a waiver of any other breach or default occurring before or after that waiver.

**3.9 Interpretation.** The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party because of the authorship of any provision of this Agreement.

**3.10 Notices.** Notwithstanding anything to the contrary set forth in the Option Agreement, as amended by the Waiver and Amendment, all notices or other communications required or permitted by this Agreement or the Option Agreement, as amended by the Waiver and Amendment, shall be in writing and sent to the parties at the following addresses (or any substitute addresses to which the parties are notified pursuant to this Section 3.10):

To Getty Images or Getty Communications;

601 North 34<sup>th</sup> Street  
Seattle, Washington 98103  
Attention: John Lapham, General Counsel  
Facsimile: (206) 925-5623

with a copy (which shall not constitute notice) to:

c/o Hellman & Friedman LLC  
One Maritime Plaza, 12<sup>th</sup> Floor  
San Francisco, California 94111  
Attention: C. Andrew Ballard  
Arrie Park, Esq.  
Facsimile: (415) 788-0176



and

Simpson Thacher & Bartlett LLP  
425 Lexington Avenue  
New York, New York 10017  
Attention: Brian M. Stadler  
Facsimile: (212) 455-2502

and

Simpson Thacher & Bartlett LLP  
2550 Hanover Street  
Palo Alto, California 94304  
Attention: Chad Skinner  
Facsimile: (650) 251-5002

To Getty Investments:

c/o Sutton Place Limited  
101 Huntington Avenue, Suite 2575  
Boston, Massachusetts 02199  
Fax (617) 217-3501  
Attn: Jan Moehl  
Mark Jenness

with a copy (which shall not constitute notice) to:

Davis Polk & Wardwell  
1600 El Camino Real  
Menlo Park, California 94025  
Attention: Daniel Kelly  
Sarah Solum  
Facsimile: (650) 752-2111

To Parent:

c/o Hellman & Friedman LLC  
One Maritime Plaza, 12<sup>th</sup> Floor  
San Francisco, California 94111  
Attention: C. Andrew Ballard  
Arrie Park, Esq.  
Facsimile: (415) 788-0176

with a copy (which shall not constitute notice) to:

Simpson Thacher & Bartlett LLP  
425 Lexington Avenue  
New York, New York 10017  
Attention: Brian M. Stadler  
Facsimile: (212) 455-2502

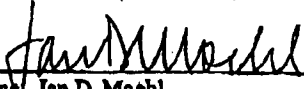
and

Simpson Thacher & Bartlett LLP  
2550 Hanover Street  
Palo Alto, California 94304  
Attention: Chad Skinner  
Facsimile: (650) 251-5002

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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

GETTY INVESTMENTS L.L.C.


By:   
Name: Jan D. Moehl  
Title: Officer

[Signature Page to Second Amendment to Restated Option Agreement]

GETTY IMAGES, INC.

By:   
Name: John Joseph Lapham, III  
Title: Senior Vice President

GETTY COMMUNICATIONS LIMITED

By:   
Name: John Joseph Lapham, III  
Title: Director

[Signature Page to Second Amendment to Restated Option Agreement]

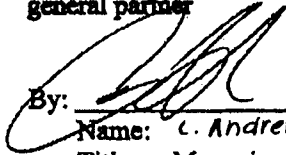
**ABE INVESTMENT, L.P.**

**By: Abe GP LLC, its general partner**

**By: Hellman & Friedman Capital Partners VI,  
L.P., its managing member**

**By: Hellman & Friedman Investors VI,  
L.P., its general partner**

**By: Hellman & Friedman LLC, its  
general partner**

By:   
Name: *C. Andrew Ballard*  
Title: **Managing Director**

[Signature Page to Second Amendment to Option Agreement]