

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		OPTION	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Getty Images, Inc.		02/09/1998	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: 2			
Property Type	Number	Word Mark	
Registration Number:	3603335	GETTY IMAGES	
Registration Number:	3401879	EDIT BY GETTY IMAGES	
CORRESPONDENCE DATA			
Fax Number:	(617)345-9020		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-378-4204		
Email:	aspagnole@haslaw.com, tmdocket@haslaw.com		
Correspondent Name:	Amy B. Spagnole		
Address Line 1:	28 State St		
Address Line 4:	Boston, MASSACHUSETTS 02109		
NAME OF SUBMITTER:	Amy B. Spagnole		
Signature:	/Amy B. Spagnole/		
Date:	07/01/2009		

OP \$65.00 3603335

Total Attachments: 14

source=Agreement#page1.tif
source=Agreement#page2.tif
source=Agreement#page3.tif
source=Agreement#page4.tif
source=Agreement#page5.tif
source=Agreement#page6.tif
source=Agreement#page7.tif
source=Agreement#page8.tif
source=Agreement#page9.tif
source=Agreement#page10.tif
source=Agreement#page11.tif
source=Agreement#page12.tif
source=Agreement#page13.tif
source=Agreement#page14.tif

RESTATED OPTION AGREEMENT

THE AGREEMENT, made as of the 9th 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 Airmotive Way, Suite 262, Reno, Nevada 89502, 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 Alrmotive Way, Suite 262
Reno
Nevada 89502
USA

Attention: Jan Moehl/Mark Jenness

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 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 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 authorised officers.

SCHEDULE A

ID	Country	Proprietor	Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date	Display Classes
23397	European Union (CTM)	Getty Communications Group Limited	GETTY	Pending	263240	09 May 1996			9, 16, 38 & 41
23824	United States	Getty Communications Limited	G Device	Pending	75/122977	20 Jun 1996			9, 16, 38 & 41
20826	United States	Getty Communications Limited	GETTY	Pending	75/122766	20 Jun 1996			9, 16, 38 & 41
20825	United States	Getty Communications Limited	GSTTY COMMUNICATIONS	Pending	75/122802	20 Jun 1996			9, 16, 38 & 41
23605	Australia	Getty Communications P/c	GETTY	Pending	77/426	07 Feb 1997			9 & 41
23603	China	Getty Communications P/c	GETTY	Pending	85356	05 Feb 1997			9, 16, 38 & 41
23653	China	Getty Communications P/c	GETTY	Pending	970487237	30 Aug 1997			9
23654	China	Getty Communications P/c	GETTY	Pending	970687236	30 Aug 1997			41
22859	European Union (CTM)	Getty Communications P/c	G Device	Pending	364919	21 Oct 1996			9, 16, 38 & 41
23649	Hong Kong	Getty Communications P/c	GETTY	Pending	186797	12 Feb 1997			9
23650	Hong Kong	Getty Communications P/c	GETTY	Pending	186897	12 Feb 1997			41
23619	India	Getty Communications P/c	GETTY	Pending	75390	10 Feb 1997			9
23620	India	Getty Communications P/c	GETTY	Pending	75391	10 Feb 1997			16
23621	Indonesia	Getty Communications P/c	GETTY	Pending	027803	09 May 1997			9
23622	Indonesia	Getty Communications P/c	GETTY	Pending	027804	09 May 1997			16
23623	Indonesia	Getty Communications P/c	GETTY	Pending	1973707	09 May 1997			38
23624	Indonesia	Getty Communications P/c	GETTY	Pending	1973708	09 May 1997			41
23665	Israel	Getty Communications P/c	GETTY	Pending	110225	06 Feb 1997			9
23666	Israel	Getty Communications P/c	GETTY	Pending	110226	06 Feb 1997			41
23659	Japan	Getty Communications P/c	GETTY	Pending	H09-02811	19 Mar 1997			9
23660	Japan	Getty Communications P/c	GETTY	Pending	H09-02812	19 Mar 1997			41
23613	Japan	Getty Communications P/c	GETTY	Pending	H09-113638	08 May 1997			9
23645	Korea (South)	Getty Communications P/c	GETTY	Pending	97-6679	17 Feb 1997			9
23646	Korea (South)	Getty Communications P/c	GETTY	Pending	97-6676	17 Feb 1997			16
23647	Korea (South)	Getty Communications P/c	GETTY	Pending	97-1516	17 Feb 1997			38
23648	Korea (South)	Getty Communications P/c	GETTY	Pending	97-1519	17 Feb 1997			41
23665	Malaysia	Getty Communications P/c	GETTY	Pending	9702668	01 May 1997			9
23656	Malaysia	Getty Communications P/c	GETTY	Pending	9702669	02 May 1997			16
23607	New Zealand	Getty Communications P/c	GETTY	Pending	272463	07 Feb 1997			9
23608	New Zealand	Getty Communications P/c	GETTY	Pending	272464	07 Feb 1997			41

0238270370

London-1/121173/02

23667	Saudi Arabia	Gesty Communications Plc	GETTY	Pending	37504	17 Feb 1997		9
23668	Saudi Arabia	Gesty Communications Plc	GETTY	Pending	37506	17 Feb 1997		41
23669	Singapore	Gesty Communications Plc	GETTY	Pending	1592997	12 Feb 1997		9
23670	Singapore	Gesty Communications Plc	GETTY	Pending	1592997	12 Feb 1997		16
23671	Singapore	Gesty Communications Plc	GETTY	Pending	1594997	12 Feb 1997		38
23672	Singapore	Gesty Communications Plc	GETTY	Pending	1594997	12 Feb 1997		41
23673	South Africa	Gesty Communications Plc	GETTY	Pending	05731720	06 Feb 1997		9
23674	South Africa	Gesty Communications Plc	GETTY	Pending	05731721	06 Feb 1997		16
23675	South Africa	Gesty Communications Plc	GETTY	Pending	05731722	06 Feb 1997		38
23676	South Africa	Gesty Communications Plc	GETTY	Pending	05731723	06 Feb 1997		41
23677	Taiwan	Gesty Communications Plc	GETTY	Pending	867270	15 Feb 1997		9
23678	Taiwan	Gesty Communications Plc	GETTY	Pending	867274	15 Feb 1997		41
23679	Thailand	Gesty Communications Plc	GETTY	Pending	338053	04 Jul 1997		9
23680	Thailand	Gesty Communications Plc	GETTY	Pending	338059	04 Jul 1997		16
23681	Thailand	Gesty Communications Plc	GETTY	Pending	338060	04 Jul 1997		38
23682	Thailand	Gesty Communications Plc	GETTY	Pending	338061	04 Jul 1997		41
23683	Turkey	Gesty Communications Plc	GETTY	Pending	241E	26 Feb 1997		9
23684	Turkey	Gesty Communications Plc	GETTY	Pending	242E	26 Feb 1997		41
23685	United Arab Emirates	Gesty Communications Plc	GETTY	Pending	20945	29 Mar 1997		9
23686	United Arab Emirates	Gesty Communications Plc	GETTY	Pending	20946	29 Mar 1997		41
23687	Australia	Gesty Images Limited	G & Eye Device	Pending	754738	06 May 1997		9 & 41
23688	Brazil	Gesty Images Limited	G & Eye Device	Pending	82013666	31 Jul 1997		9
23689	Brazil	Gesty Images Limited	G & Eye Device	Pending	82013674	31 Jul 1997		41
23690	Brazil	Gesty Images Limited	G & Eye Device	Pending				41
23691	Brazil	Gesty Images Limited	GETTY IMAGES	Pending				9
23692	Brazil	Gesty Images Limited	GETTY IMAGES	Pending				41
23693	Canada	Gesty Images Limited	G & Eye Device	Pending	845158	03 May 1997		9 & 41
23694	China	Gesty Images Limited	G & Eye Device	Pending	9070654	01 Jul 1997		9
23695	China	Gesty Images Limited	G & Eye Device	Pending	970470655	01 Jul 1997		41
23696	Colombia	Gesty Images Limited	G & Eye Device	Pending				9
23697	Colombia	Gesty Images Limited	GETTY IMAGES	Pending				9
23698	Colombia	Gesty Images Limited	GETTY IMAGES	Pending				41
23699	Costa Rica	Gesty Images Limited	G & Eye Device	Pending				9
23700	Costa Rica	Gesty Images Limited	G & Eye Device	Pending				41
23701	Costa Rica	Gesty Images Limited	GETTY IMAGES	Pending				9
23702	Costa Rica	Gesty Images Limited	GETTY IMAGES	Pending				41

25472	Ecuador	Getty Images Limited	G & Bye Device	Pending				9
25373	Ecuador	Getty Images Limited	G & Bye Device	Pending				41
25866	Ecuador	Getty Images Limited	GETTY IMAGES	Pending				9
25867	Ecuador	Getty Images Limited	GETTY IMAGES	Pending				41
24336	European Union (CTM)	Getty Images Limited	G & Bye Device	Pending	534255	14 May 1997		9, 16 & 41
24341	Japan	Getty Images Limited	G & Bye Device	Pending	9-122886	32 Jan 1997		9
24342	Japan	Getty Images Limited	G & Bye Device	Pending	9-122887	02 Jan 1997		41
20351	United Kingdom	Getty Images Limited	G Device	Allowed to Issue	2102051	05 Jan 1996		9, 16, 38 & 41
24540	United States	Getty Images Limited	G & Bye Device	Pending	75/17814	01 Jul 1997		9 & 41
23704	United States	Kroy Scone Images/ Chicago, Inc.	EYB 2 BYE	Registered	71/75659	16 Feb 1993	179936	19 Oct 1993 16

0238200370

- 8 -

London-1/2117302

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: _____

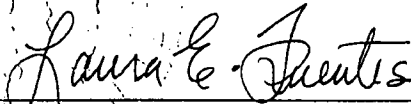
Title: _____

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 authorised 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~~)
Washington)
) ss.
~~COUNTY OF SAN FRANCISCO~~)
King)

On February *8th*, 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/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.

Suzanne K. Ditre

Suzanne K. Ditre
My Commission Expires: *9-19-99*

