

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fotolia LLC		08/06/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GE Corporate Finance Bank SAS, London Branch		
Street Address:	8-10 Throgmorton Avenue		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2N 2DL		
Entity Type:	Bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3997923	FOTOLIA	
Registration Number:	3997928		
CORRESPONDENCE DATA			
Fax Number:	3026365454		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
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 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	504274		
DOMESTIC REPRESENTATIVE			
Name:			

CH \$65.00 3997923

Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Jean Paterson

Signature:

/jep/

Date:

08/07/2012

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Fotolia LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other Limited Liability Company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) August 6, 2012

- Assignment Merger
 Security Agreement Change of Name
 Other Grant of Security Interest

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: GE Corporate Finance Bank SAS, London Branch

Internal

Address: _____

Street Address: 9-10 Throgmorton Avenue

City: London

State: N/A

Country: United Kingdom Zip: EC2N 2DL

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3,997,923
3,997,928

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: _____

Internal Address: _____

Street Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

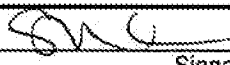
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

August 6, 2012

Date

Shaolin Wang, Linklaters LLP, 1345 Avenue of the Americas, New York, NY 10105

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of August 6, 2012 is made by FOTOLIA LLC (the "Grantor"), in favor of GE Corporate Finance Bank SAS, London Branch, as Security Agent (the "Agent") for the Finance Parties under the Senior Facilities Agreement, dated as of May 12, 2012 (as amended on July 1, 2012 and July 13, 2012, and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Facilities Agreement"), between, amongst others, the Original Obligors, the Original Lenders, the Facility Agent and the Security Agent.

WITNESSETH:

WHEREAS, the Grantor has become party to the Facilities Agreement by executing and delivering the Accession Letter dated as of the date hereof;

WHEREAS, in connection with the Facilities Agreement, the Grantor has executed and delivered a Supplement No. 1 dated as of the date hereof to the Security Agreement, dated as of May 12, 2012 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement") and has thereby become a party to such Security Agreement; and

WHEREAS, pursuant to the Security Agreement, the Grantor has pledged and granted to the Agent for the benefit of the Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Facilities Agreement and the Security Agreement.

2. Grant of Security Interest. Subject to the Agreed Security Principles, the Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under the Trademarks now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (including, without limitation, those items listed on Schedule A hereto), including the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for the benefit of the Finance Parties, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided, that (x) the Collateral for any Obligations shall not include any Excluded Property and (y) none of the foregoing items shall constitute Collateral to the extent that the grant of the Security Interest therein would violate any Requirement of Law; provided further, that applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed under 15 U.S.C. §1501(d) and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent for the benefit of the Finance Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Finance Parties thereunder) shall remain in full force and effect in accordance with its terms. For avoidance of doubt, the terms of this Agreement shall not operate or be construed so as to prohibit or restrict any transaction, matter or other step not prohibited by the Facilities Agreement.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Finance Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Facilities Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York (including Section 5-1401 of the General Obligations Law of the State of New York), without regard to conflict of laws principles that would require application of another law.

[signatures follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

FOTOLIA LLC,
as Grantor

By:



Name: Ralph DeLorenzo

Title: Authorized Officer

[Grant of Security Interest in Trademark Rights]

TRADEMARK

REEL: 004837 FRAME: 0099

GE CORPORATE FINANCE BANK SAS,
LONDON BRANCH,
as Security Agent

By:



Name:
Title:

CASILDA SLATTERY
AUTHORISED SIGNATORY

VERONICA IRLAM
AUTHORISED SIGNATORY

[Grant of Security Interest in Trademark Rights]

SCHEDULE A

U.S. Trademark Registrations and Applications

OWNER	APPLICATION OR REGISTRATION NUMBER	TRADEMARK
Fotolia LLC	3997923	FOTOLIA
Fotolia LLC	3997928	DESIGN MARK