

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		10/18/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Getty Images (US), Inc.		
Street Address:	605 5th Avenue S., Suite 400		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98104		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 57			
Property Type	Number	Word Mark	
Registration Number:	1580747	ALLSPORT	
Registration Number:	2440037	ALLSPORT	
Registration Number:	2267990	ARCHIVE FILMS	
Registration Number:	3292491	CELEBRITY DIGEST	
Registration Number:	2438621		
Registration Number:	2437245		
Registration Number:	2984575	CONTOUR	
Registration Number:	2685854	DIGITALVISION	
Registration Number:	2984571	FILMMAGIC	
Registration Number:	1632664	FPG	
Registration Number:	1271040	IMAGE BANK	
Registration Number:	2060266	IMAGE BANK	
Registration Number:	1121161	IMAGE BANK	
Registration Number:	1688052	IMAGEBANK	

TRADEMARK

Registration Number:	2619769	IMAGEDIRECT
Registration Number:	3744995	LIFESIZE
Registration Number:	3696264	LIFESIZE
Registration Number:	2984573	MEDIAVAST
Registration Number:	3752819	ONE80
Registration Number:	3828779	ONE80
Registration Number:	3912400	ORCHARD
Registration Number:	3655364	PUMP AUDIO
Registration Number:	3609552	PUMP AUDIO
Registration Number:	3609549	PUMP AUDIO
Registration Number:	3609551	PUMP AUDIO
Registration Number:	3609548	PUMP AUDIO
Registration Number:	3609550	PUMP AUDIO
Registration Number:	2715379	PUMP AUDIO
Registration Number:	3192458	PUMPBOX
Registration Number:	3663958	PUNCHSTOCK
Registration Number:	3609306	PUNCHSTOCK
Registration Number:	3609307	PUNCHSTOCK
Registration Number:	3616599	PUNCHSTOCK
Registration Number:	3607758	RISER
Registration Number:	3717035	RISER
Registration Number:	3578088	RISER
Registration Number:	3424908	SOUNDTRACK
Registration Number:	2269780	STOCKBYTE
Registration Number:	2446551	STOCKBYTE
Registration Number:	2265634	STOCKBYTE
Registration Number:	3211796	STOCKDISC
Registration Number:	3061188	STOCKDISC
Registration Number:	1137863	THE IMAGE BANK
Registration Number:	1716312	THE IMAGE BANK
Registration Number:	1133106	TIB
Registration Number:	1154143	TIB THE IMAGE BANK
Registration Number:	2982650	WINCREPS
Registration Number:	2984574	WIREIMAGE
Registration Number:	3673573	WIREIMAGE

	3609400	WIREIMAGE
Registration Number:	3693148	WIREIMAGE
Registration Number:	2984572	WIREIMAGESTOCK
Registration Number:	1747610	PHOTONICA
Registration Number:	3026422	IMAGE.NET
Serial Number:	85169681	GA ARTISTS
Serial Number:	78936287	ORCHARD
Serial Number:	78936298	ORCHARD

CORRESPONDENCE DATA

Fax Number: 2129096836

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: Eric T. Juergens, Esq.

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Address Line 2: Debevoise & Plimpton LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	22660-4070
NAME OF SUBMITTER:	Eric T. Juergens
Signature:	/Eric T. Juergens/
Date:	10/18/2012

Total Attachments: 5

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TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE, dated as of October 18, 2012, from GENERAL ELECTRIC CAPITAL CORPORATION, as collateral agent (the “Agent”) and the banks, financial institutions and other investors (the “Lenders”) that are from time to time parties to the Credit Agreement (as hereinafter defined), to GETTY IMAGES (US), INC., a New York corporation (the “Grantor”). Capitalized terms used herein without definition are used as defined in the Credit Agreement, dated as of November 5, 2010, among Abe Investment Holdings, Inc (“Holdings”), Getty Images, Inc. (the “Borrower”), the Agent and the Lenders (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”) and the Security Agreement, dated as of November 5, 2010, among Holdings, the Borrower, the Subsidiary Grantors and the Agent (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”).

WITNESSETH:

WHEREAS, pursuant to those certain Intellectual Property Security Agreements, dated as of November 5, 2010, January 25, 2011, April 8, 2011 and March 27, 2012, respectively (the “Grantor IP Security Agreements”), the Grantor granted, in favor of the Agent, a security interest (the “Grantor Security Interest”) in certain Trademarks (as hereinafter defined); and

WHEREAS, the Grantor IP Security Agreements dated as of November 5, 2010 and April 8, 2011 were recorded in the Trademark Division of the United States Patent and Trademark Office (the “PTO”) on November 24, 2010, at Reel 4409, Frame 0567, and April 11, 2011, at Reel 4519, Frame 0121, respectively; and

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of November 5, 2010 (the “Photonica IP Security Agreement”), Photonica US, Inc. (“Photonica”) granted, in favor of the Agent, a security interest (the “Photonica Security Interest”) and, together with the Grantor Security Interest, the “Security Interests”) in certain Trademarks; and

WHEREAS, the Photonica IP Security Agreement was recorded in the Trademark Division of the PTO on November 23, 2010, at Reel 4420, Frame 0640; and

WHEREAS, Photonica subsequently assigned the Trademarks subject to the Photonica IP Security Agreement to Grantor, which assignment was recorded in the Trademark Division of the PTO on November 4, 2011, at Reel 4655, Frame 0657; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interests in the Trademarks;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks pursuant to the Credit Documents, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Trademarks: The term "Trademarks," as used herein, shall mean (a) all trademarks, service marks, domain names, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, slogans, other source or business identifiers, now existing or hereafter adopted or acquired, whether registered or unregistered, and all registrations, recordings and applications for registration filed in connection with the foregoing, including registrations, recordings and applications for registration in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country, group of countries or any political subdivision thereof, and all common-law rights related thereto, and any of the foregoing referred to on Schedule I hereto, (b) all goodwill associated therewith or symbolized thereby and (c) all extensions or renewals thereof, but, in each case, expressly excluding the Subject Property (as defined in the Security Agreement).

2. Release of Security Interests: The Agent hereby terminates, releases and discharges its Security Interests in the Trademarks, and any right, title or interest of the Agent in such Trademarks shall hereby cease and become void.

3. Further Assurances: The Agent shall execute and deliver to any Grantor, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such termination or release of the Security Interests. Any execution and delivery of documents pursuant to this Section 3 shall be without recourse to or warranty by the Agent.


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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____



Name:

Title:

Lofton D. Spencer
Duly Authorized Signatory

[Signature Page to Termination and Release of Security Interest in Trademarks]

SCHEDULE I

Trademark Registrations

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
ALLSPORT	73/790,253	3/31/1989	1,580,747	1/30/1990
ALLSPORT (Stylized and Design)	75/701,666	5/10/1999	2,440,037	4/3/2001
ARCHIVE FILMS	75/081,820	3/29/1996	2,267,990	8/10/1999
CELEBRITY DIGEST	78/913,590	6/21/2006	3,292,491	9/11/2007
CIRCLE DESIGN	76/035,644	4/27/2000	2,438,621	3/27/2001
CIRCLE DESIGN	76/035,572	04/27/2000	2,437,245	03/20/2001
CONTOUR	76/562,688	12/2/2003	2,984,575	8/16/2005
DIGITALVISION	76/343,110	11/29/2001	2,685,854	2/11/2003
DIGITALVISION (Stylized in Rectangle)	79/005774	3/31/2004	3,046,402	1/17/2006
FILMMAGIC	76/562,661	12/2/2003	2,984,571	8/16/2005
FPG	73/793,090	4/13/1989	1,632,664	1/22/1991
IMAGE BANK	73/410,699	1/24/1983	1,271,040	3/20/1984
IMAGE BANK (Stylized)	74/571,264	6/23/1995	2,060,266	5/13/1997
IMAGE BANK and Design (Mirror 2)	73/177855	7/12/1978	1,121,161	6/26/1979
IMAGE BANK and Design (Stylized)	74/050,752	4/19/1990	1,688,052	5/19/1992
IMAGEDIRECT	76/122,514	9/5/2000	2,619,769	9/17/2002
LIFESIZE	77/051,484	11/27/2006	3,744,995	2/02/2010
LIFESIZE	77/051,492	11/27/2006	3,696,264	10/13/2009
MEDIAVAST	76/562,676	12/2/2003	2,984,573	8/16/2005
ONE80	77/415,499	3/6/2008	3,752,819	2/23/2010
ONE80	77/415,504	3/6/2008	3,828,779	8/03/2010
ORCHARD	78/936,308	7/24/2006	3,912,400	1/25/2011
PUMP AUDIO	77/284,866	9/20/2007	3,655,364	7/14/2009
PUMP AUDIO	77/284,904	9/20/2007	3,609,552	4/21/2009
PUMP AUDIO	77/284,881	9/20/2007	3,609,549	4/21/2009
PUMP AUDIO	77/284,901	9/20/2007	3,609,551	4/21/2009
PUMP AUDIO	77/284,873	9/20/2007	3,609,548	4/21/2009
PUMP AUDIO	77/284,889	9/20/2007	3,609,550	4/21/2009
PUMP AUDIO and Design	76/379,030	3/5/2002	2,715,379	5/13/2003
PUMPBOX	78/753,896	11/15/2005	3,192,458	1/2/2007
PUNCH STOCK	76/286,491	7/17/2001	3,663,958	8/04/2009
PUNCHSTOCK	77/170,462	5/1/2007	3,609,306	4/21/2009
PUNCHSTOCK	77/170,467	5/1/2007	3,609,307	4/21/2009
PUNCHSTOCK	77/170,464	5/1/2007	3,616,599	5/05/2009

RISER	78/937,190	7/25/2006	3,607,758	4/14/2009
RISER	78/937,171	7/25/2006	3,717,035	11/24/2009
RISER	78/937,180	7/25/2006	3,578,088	2/17/2009
SOUNDTRACK	77/310,338	10/22/2007	3,424,908	05/06/2008
STOCKBYTE	75/385,399	11/04/1997	2,269,780	08/10/1999
STOCKBYTE	76/051,851	05/19/2000	2,446,551	04/24/2001
STOCKBYTE	75/382,086	10/30/1997	2,265,634	07/27/1999
STOCKDISC	78/429,744	06/03/2004	3,211,796	02/20/2007
STOCKDISC	78/429,760	06/03/2004	3,061,188	02/21/2006
THE IMAGE BANK	73/176,372	6/28/1978	1,137,863	7/15/1980
THE IMAGE BANK	74/050,754	4/19/1990	1,716,312	9/15/1992
TIB	73/176,374	6/28/1978	1,133,106	4/15/1980
TIB THE IMAGE BANK	73/176,371	6/28/1978	1,154,143	5/12/1981
WINCREPS	76/562,264	11/28/2003	2,982,650	8/9/2005
WIREIMAGE	76/562,685	12/2/2003	2,984,574	8/16/2005
WIREIMAGE	77/219,646	6/29/2007	3,673,573	8/25/2009
WIREIMAGE	77/219,649	6/29/2007	3,609,400	4/21/2009
WIREIMAGE	77/219,651	6/29/2007	3,693,148	10/06/2009
WIREIMAGESTOCK	76/562,662	12/2/2003	2,984,572	8/16/2005
PHOTONICA	74/067,487	6/11/1990	1,747,610	1/19/1993
IMAGE.NET	78/252214	5/20/2003	3,026,422	12/13/2005

Trademark Applications

Trademark	App. No.	App. Date
GA ARTISTS	85/169,681	11/4/2010
ORCHARD	78/936,287	7/24/2006
ORCHARD	78/936,298	7/24/2006