

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Getty Images (US), Inc.		10/18/2012	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Barclays Bank PLC
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Public Limited Company: NEW YORK

PROPERTY NUMBERS Total: 49

Property Type	Number	Word Mark
Registration Number:	2440037	ALLSPORT
Registration Number:	2267990	ARCHIVE FILMS
Registration Number:	3292491	CELEBRITY DIGEST
Registration Number:	2437245	
Registration Number:	2984575	CONTOUR
Registration Number:	2685854	DIGITALVISION
Registration Number:	2984571	FILMMAGIC
Registration Number:	2906865	HULTON
Registration Number:	1271040	IMAGE BANK
Registration Number:	2060266	IMAGE BANK
Registration Number:	1121161	IMAGE BANK
Registration Number:	3026422	IMAGE.NET
Registration Number:	1688052	IMAGEBANK
Registration Number:	2619769	IMAGEDIRECT

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Registration Number:	3744995	LIFESIZE
Registration Number:	3696264	LIFESIZE
Registration Number:	3752819	ONE80
Registration Number:	3828779	ONE80
Registration Number:	3912400	ORCHARD
Registration Number:	1747610	PHOTONICA
Registration Number:	3655364	PUMP AUDIO
Registration Number:	3609548	PUMP AUDIO
Registration Number:	3609549	PUMP AUDIO
Registration Number:	3609550	PUMP AUDIO
Registration Number:	3609551	PUMP AUDIO
Registration Number:	3609552	PUMP AUDIO
Registration Number:	2715379	PUMP AUDIO
Registration Number:	3192458	PUMPBOX
Registration Number:	3609306	PUNCHSTOCK
Registration Number:	3616599	PUNCHSTOCK
Registration Number:	3609307	PUNCHSTOCK
Registration Number:	3663958	PUNCHSTOCK
Registration Number:	3717035	RISER
Registration Number:	3578088	RISER
Registration Number:	3607758	RISER
Registration Number:	3424908	SOUNDTRACK
Registration Number:	2269780	STOCKBYTE
Registration Number:	2265634	STOCKBYTE
Registration Number:	3211796	STOCKDISC
Registration Number:	2663817	STONE
Registration Number:	2605383	STONE
Registration Number:	2564317	STONE
Registration Number:	2564316	STONE
Registration Number:	2564315	STONE
Registration Number:	1716312	THE IMAGE BANK
Registration Number:	2984574	WIREIMAGE
Registration Number:	3673573	WIREIMAGE
Registration Number:	3609400	WIREIMAGE
Registration Number:	3693148	WIREIMAGE

TRADEMARK

REEL: 004887 FRAME: 0977

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.

Address Line 1: 919 Third Avenue

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:	10/25/2012

Total Attachments: 6

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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of October 18, 2012, made by GETTY IMAGES (US), INC., a New York corporation (the "Grantor"), in favor of BARCLAYS BANK PLC, as Administrative Agent (the "Agent") for the Lenders that are parties to the Credit Agreement, dated as of October 18, 2012, among Abe Investment Holdings, Inc. (as successor by merger to Griffey Intermediate, Inc., the "Parent Borrower"), Getty Images, Inc. (as successor by merger to Griffey Finance Sub, LLC), Griffey Holdings, Inc., the Lenders and the Agent (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make a single loan to the Parent Borrower subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor, the Parent Borrower and the other parties thereto have executed and delivered a Security Agreement, dated as of October 18, 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

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

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

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

SECTION 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 Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that it granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in (subject only to Liens permitted under the Credit Agreement) and to all Trademarks now owned or anytime hereafter acquired by such Grantor or in which such Grantor now has

or at any time in the future may acquire any right, title and interest and, to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to the foregoing as collateral security for the prompt and complete payment and performance when due (whether as stated maturity, by acceleration or otherwise) of the Obligations; provided, however, that no security interest is granted in any Excluded Property.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the Credit 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.

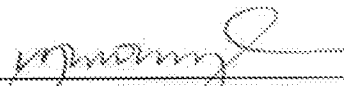
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

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IN WITNESS WHEREOF, the Grantor and the Agent 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.

GETTY IMAGES (US), INC.,
as Grantor

By: 
Name: Yoko Miyashita
Title: Vice President

BARCLAYS BANK PLC,
as Agent

By: _____
Name:
Title:

[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks]

TRADEMARK
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BARCLAYS BANK PLC,
as Agent

By: *Diane Rolfe*
Name: *Diane Rolfe*
Title: *Director*

[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademark]

TRADEMARK
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SCHEDULE I

Trademark Registrations

<u>Mark Name</u>	<u>Current Owner</u>	<u>Status</u>	<u>App Number</u>	<u>App Date</u>	<u>Reg Number</u>	<u>Reg Date</u>	<u>Renewal Date</u>
ALLSPORT	Getty Images (US), Inc.	Registered	75/701,666	5/10/1999	2,440,037	4/3/2001	4/3/2021
ARCHIVE FILMS	Getty Images (US), Inc.	Registered	75/081,820	3/29/1996	2,267,990	8/10/1999	8/10/2019
CELEBRITY DIGEST	Getty Images (US), Inc.	Registered	78/913,590	6/21/2006	3,292,491	9/11/2007	9/11/2017
Circle Design (STOCKBYTE)	Getty Images (US), Inc.	Registered	76/035,572	4/27/2000	2,437,245	3/20/2001	3/20/2021
CONTOUR	Getty Images (US), Inc.	Registered	76/562,688	12/2/2003	2,984,575	8/16/2005	8/16/2015
DIGITAL VISION	Getty Images (US), Inc.	Registered	76/343,110	11/29/2001	2,685,854	2/11/2003	2/11/2013
FILMMAGIC	Getty Images (US), Inc.	Registered	76/562,661	12/2/2003	2,984,571	8/16/2005	8/16/2015
HULTON	Getty Images (US), Inc.	Registered	75/122,978	6/20/1996	2,906,865	11/30/2004	11/30/2014
IMAGE BANK	Getty Images (US), Inc.	Registered	73/410,699	1/24/1983	1,271,040	3/20/1984	3/20/2014
IMAGE BANK (Stylized)	Getty Images (US), Inc.	Registered	74/571,264	6/23/1995	2,060,266	5/13/1997	5/13/2017
IMAGE BANK and Design (mirror 2)	Getty Images (US), Inc.	Registered	73/177,855	7/12/1978	1,121,161	6/26/1979	6/26/2019
IMAGE.NET	Getty Images (US), Inc.	Registered	78/252,214	5/20/2003	3,026,422	12/13/2005	12/13/2015
IMAGEBANK (Stylized)	Getty Images (US), Inc.	Registered	74/050,752	4/19/1990	1,688,052	5/19/1992	5/19/2022
IMAGEDIRECT	Getty Images (US), Inc.	Registered	76/122,514	9/5/2000	2,619,769	9/17/2002	9/17/2012
LIFESIZE	Getty Images (US), Inc.	Registered	77/051,484	11/27/2006	3,744,995	2/2/2010	2/2/2020
LIFESIZE	Getty Images (US), Inc.	Registered	77/051,492	11/27/2006	3,696,264	10/13/2009	10/13/2019
ONE80	Getty Images (US), Inc.	Registered	77/415,499	3/6/2008	3,752,819	2/23/2010	2/23/2020
ONE80	Getty Images (US), Inc.	Registered	77/415,504	3/6/2008	3,828,779	8/3/2010	8/3/2020
ORCHARD	Getty Images (US), Inc.	Registered	78/936,308	7/24/2006	3,912,400	1/25/2011	1/25/2021
PHOTONICA	Getty Images (US), Inc.	Registered	74/067,487	6/11/1990	1,747,610	1/19/1993	1/19/2013
PUMP AUDIO	Getty Images (US), Inc.	Registered	77/284,866	9/20/2007	3,655,364	7/14/2009	7/14/2019
PUMP AUDIO	Getty Images (US), Inc.	Registered	77/284,873	9/20/2007	3,609,548	4/21/2009	4/21/2019
PUMP AUDIO	Getty Images (US), Inc.	Registered	77/284,881	9/20/2007	3,609,549	4/21/2009	4/21/2019

PUMP AUDIO	Getty Images (US), Inc.	Registered	77/284,889	9/20/2007	3,609,550	4/21/2009	4/21/2019
PUMP AUDIO	Getty Images (US), Inc.	Registered	77/284,901	9/20/2007	3,609,551	4/21/2009	4/21/2019
PUMP AUDIO	Getty Images (US), Inc.	Registered	77/284,904	9/20/2007	3,609,552	4/21/2009	4/21/2019
PUMP AUDIO and Design	Getty Images (US), Inc.	Registered	76/379,030	3/5/2002	2,715,379	5/13/2003	5/13/2013
PUMPBOX	Getty Images (US), Inc.	Registered	78/753,896	11/15/2005	3,192,458	1/2/2007	1/2/2017
PUNCHSTOCK	Getty Images (US), Inc.	Registered	77/170,462	5/1/2007	3,609,306	4/21/2009	4/21/2019
PUNCHSTOCK	Getty Images (US), Inc.	Registered	77/170,464	5/1/2007	3,616,599	5/5/2009	5/5/2019
PUNCHSTOCK	Getty Images (US), Inc.	Registered	77/170,467	5/1/2007	3,609,307	4/21/2009	4/21/2019
PUNCHSTOCK	Getty Images (US), Inc.	Registered	76/286,491	7/17/2001	3,663,958	8/4/2009	8/4/2019
RISER	Getty Images (US), Inc.	Registered	78/937,171	7/25/2006	3,717,035	11/24/2009	11/24/2019
RISER	Getty Images (US), Inc.	Registered	78/937,180	7/25/2006	3,578,088	2/17/2009	2/17/2019
RISER	Getty Images (US), Inc.	Registered	78/937,190	7/25/2006	3,607,758	4/14/2009	4/14/2019
SOUNDTRACK	Getty Images (US), Inc.	Registered	77/310,338	10/22/2007	3,424,908	5/6/2008	5/6/2018
STOCKBYTE	Getty Images (US), Inc.	Registered	75/385,399	11/4/1997	2,269,780	8/10/1999	8/10/2019
STOCKBYTE	Getty Images (US), Inc.	Registered	75/382,086	10/30/1997	2,265,634	7/27/1999	7/27/2019
STOCKDISC	Getty Images (US), Inc.	Registered	78/429,744	6/3/2004	3,211,796	2/20/2007	2/20/2017
STONE	Getty Images (US), Inc.	Registered	75/905,892	1/28/2000	2,663,817	12/17/2002	12/17/2012
STONE	Getty Images (US), Inc.	Registered	75/905,893	1/28/2000	2,605,383	8/6/2002	8/6/2022
STONE	Getty Images (US), Inc.	Registered	75/905,891	1/28/2000	2,564,317	4/23/2002	4/23/2022
STONE	Getty Images (US), Inc.	Registered	75/905,890	1/28/2000	2,564,316	4/23/2002	4/23/2022
STONE	Getty Images (US), Inc.	Registered	75/905,889	1/28/2000	2,564,315	4/23/2002	4/23/2022
THE IMAGE BANK	Getty Images (US), Inc.	Registered	74/050,754	4/19/1990	1,716,312	9/15/1992	9/15/2012
WIREIMAGE	Getty Images (US), Inc.	Registered	76/562,685	12/2/2003	2,984,574	8/16/2005	8/16/2015
WIREIMAGE	Getty Images (US), Inc.	Registered	77/219,646	6/29/2007	3,673,573	8/25/2009	8/25/2019
WIREIMAGE	Getty Images (US), Inc.	Registered	77/219,649	6/29/2007	3,609,400	4/21/2009	4/21/2019
WIREIMAGE	Getty Images (US), Inc.	Registered	77/219,651	6/29/2007	3,693,148	10/6/2009	10/6/2019