

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 (Seattle), Inc.		10/18/2012	CORPORATION: WASHINGTON
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: 5			
Property Type	Number	Word Mark	
Registration Number:	2080495	PHOTODISC	
Registration Number:	2091464	PHOTODISC	
Registration Number:	2399162	PHOTODISC	
Registration Number:	2091463	PHOTODISC	
Registration Number:	2090595	PHOTODISC	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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
<p>Total Attachments: 5 source=15.2.2 Griffey Getty Images (Seattle) Trademark Notice#page1.tif source=15.2.2 Griffey Getty Images (Seattle) Trademark Notice#page2.tif source=15.2.2 Griffey Getty Images (Seattle) Trademark Notice#page3.tif source=15.2.2 Griffey Getty Images (Seattle) Trademark Notice#page4.tif source=15.2.2 Griffey Getty Images (Seattle) Trademark Notice#page5.tif</p>	

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 (SEATTLE), INC., a Washington 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.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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 (SEATTLE), INC.,
as Grantor

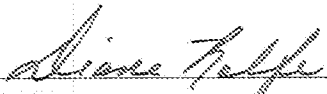
By: 
Name: Yoko Miyashita
Title: Vice President

BARCLAYS BANK PLC,
as Agent

By: _____
Name:
Title:

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

BARCLAYS BANK PLC,
as Agent

By: 
Name: Diane Rolfe
Title: Director

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>
PHOTODISC	Getty Images (Seattle), Inc.	Registered	74/571,885	9/12/1994	2,080,495	7/22/1997	7/22/2017
PHOTODISC	Getty Images (Seattle), Inc.	Registered	75/200,536	11/19/1996	2,091,464	8/26/1997	8/26/2017
PHOTODISC	Getty Images (Seattle), Inc.	Registered	75/620,292	1/12/1999	2,399,162	10/31/2000	10/31/2020
PHOTODISC (Stylized - New)	Getty Images (Seattle), Inc.	Registered	75/200,535	11/19/1996	2,091,463	8/26/1997	8/26/2017
PHOTODISC and Design	Getty Images (Seattle), Inc.	Registered	75/052,500	2/1/1996	2,090,595	8/26/1997	8/26/2017