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.		07/09/2013	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: 30

Property Type	Number	Word Mark
Registration Number:	2788156	ABLESTOCK.COM
Registration Number:	3255259	ANIMATION FACTORY
Registration Number:	3564715	BANANASTOCK
Registration Number:	3006958	BOTANICA
Registration Number:	2617382	BRAND X PICTURES
Registration Number:	3192312	CLIPART.COM
Registration Number:	1755867	COMSTOCK
Registration Number:	3180154	COMSTOCK IMAGES
Registration Number:	2607404	CREATAS
Registration Number:	3162164	CREATAS
Registration Number:	3195865	FOODPIX
Registration Number:	3162162	GOODSHOOT
Registration Number:	2671374	HEMERA
Registration Number:	3176505	JUPITERIMAGES

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Registration Number:	3016931	JUPITERIMAGES
Registration Number:	2971618	LIQUID LIBRARY
Registration Number:	3192174	LIQUIDLIBRARY
Registration Number:	2720601	PHOTO-OBJECTS
Registration Number:	3141643	PHOTOOBJECTS.NET
Registration Number:	3531028	PHOTOS.COM>>
Registration Number:	3548912	POLKA DOT IMAGES
Registration Number:	3533287	ROYALTYFREEMUSIC.COM
Registration Number:	3526246	STOCK.XCHNG
Registration Number:	3526247	STOCKXPERT
Registration Number:	3536140	STUDIOCUTZ
Registration Number:	3129530	THINKSTOCK
Registration Number:	3002169	THINKSTOCK
Registration Number:	3376896	WORKBOOK
Serial Number:	85878861	DIGITALVISION
Serial Number:	85871665	THINKSTOCK

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: Grant Bokerman, Esq.

Address Line 1: 919 Third Avenue

Address Line 2: Debevoise & Plimpton LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	24458-1200
NAME OF SUBMITTER:	Grant Bokerman
Signature:	/Grant Bokerman/
Date:	07/10/2013

Total Attachments: 5

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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 July 9, 2013, 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 Midco (DE), LLC, 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:

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.

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.

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.

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.

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 (US), Inc.

By: _____
Name: John J. Lapham, III
Title: President

BARCLAYS BANK PLC,
as Agent

By: _____
Name:
Title:

BARCLAYS BANK PLC,
as Agent

By: _____
Name:
Title: Noam Azachi
Vice President

[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks (Getty Images (US))]

SCHEDULE I

Mark Name	Current Owner	App Number	App Date	Reg Number	Reg Date
DIGITALVISION	Getty Images (US), Inc.	85/878,861	3/18/2013		
THINKSTOCK	Getty Images (US), Inc.	85/871,665	3/8/2013		
ABLESTOCK*	Getty Images (US), Inc.	76/401,193	4/24/2002	2,788,156	12/2/2003
ANNIMATION FACTORY	Getty Images (US), Inc.	78/800,392	1/26/2006	3,255,259	6/26/2007
BANANASTOCK	Getty Images (US), Inc.	78/740,223	10/25/2005	3,564,715	1/20/2009
BOTANICA	Getty Images (US), Inc.	76/553,777	10/23/2003	3,006,958	10/18/2005
BRANDXPICTURES and Design	Getty Images (US), Inc.	76/231,037	3/27/2001	2,617,382	9/10/2002
CLIPART.COM and Design	Getty Images (US), Inc.	78/733,703	10/14/2005	3,192,312	1/2/2007
COMSTOCK	Getty Images (US), Inc.	74/217,567	10/30/1991	1,755,867	3/2/1993
COMSTOCK IMAGES	Getty Images (US), Inc.	78/723,649	9/29/2005	3,180,154	12/5/2006
CREATAS	Getty Images (US), Inc.	76/305,693	8/27/2001	2,607,404	8/13/2002
CREATAS	Getty Images (US), Inc.	78/712,226	9/13/2005	3,162,164	10/24/2006
FOODPIX (Stylized)	Getty Images (US), Inc.	78/661,009	6/29/2005	3,195,865	1/9/2007
GOODSHOT	Getty Images (US), Inc.	78/711,253	9/12/2005	3,162,162	10/24/2006
HEMERA	Getty Images (US), Inc.	76/276,154	6/25/2001	2,671,374	1/7/2003
JUPITERIMAGES	Getty Images (US), Inc.	78/712,191	9/13/2005	3,176,505	11/28/2006
JUPIERIMAGES	Getty Images (US), Inc.	76/595,363	6/3/2004	3,016,931	11/22/2005
LIQUID LIBRARY	Getty Images (US), Inc.	76/465,424	11/7/2002	2,971,618	7/19/2005
LIQUID LIBRARY	Getty Images (US), Inc.	78/712,214	9/13/2005	3,192,174	1/2/2007
PHOTO-OBJECTS	Getty Images (US), Inc.	76/297,141	8/9/2001	2,720,601	6/3/2003
PHOTOOBJECTS.NET	Getty Images (US), Inc.	78/701,677	8/26/2005	3,141,643	9/12/2006
PHOTOS.COM>> (Stylized)	Getty Images (US), Inc.	78/733,769	10/14/2005	3,531,028	11/11/2008
POLKA DOT IMAGES	Getty Images (US), Inc.	77/239,815	7/26/2007	3,548,912	12/23/2008
ROYALTYFREEMUSIC.COM	Getty Images (US), Inc.	77/310,005	10/22/2007	3,533,287	11/18/2008
STOCK.XCHNG	Getty Images (US), Inc.	77/089,238	1/23/2007	3,526,246	11/4/2008
STOCKXPERT	Getty Images (US), Inc.	77/0289,312	1/23/2007	3,526,247	11/4/2008
STUDIOCUTZ	Getty Images (US), Inc.	77/303,130	10/12/2007	3,536,140	11/25/2008
THINKSTOCK	Getty Images (US), Inc.	78/701,713	8/26/2005	3,129,530	8/15/2006
THINKSTOCK	Getty Images (US), Inc.	76/026,936	4/17/200	3,002,169	9/27/2005
WORKBOOK	Getty Images (US), Inc.	77/010,802	09/20/2006	3,376,896	2/5/2008

**All remaining TMs were transferred from Jupiterimages Corporation, and Immaterial Subsidiary that was merged into Getty Images (US), Inc.*