

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BARCLAYS BANK PLC		02/04/2014	Public limited company:
RECEIVING PARTY DATA			
Name:	GETTY IMAGES (US), INC.		
Street Address:	75 VARICK STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3255259	ANIMATION FACTORY	
Registration Number:	3192312	CLIPART.COM	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(206) 359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Heidi L. Sachs, Perkins Coie LLP		
Address Line 1:	1201 Third Avenue, Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	25828-7132.0000.GX01		
NAME OF SUBMITTER:	Reagan T. Roth		
Signature:	/Reagan T. Roth/		

OP \$65.00 3255259

Date:

02/05/2014

Total Attachments: 4

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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN SELECTED TRADEMARKS**

TERMINATION AND RELEASE, dated as of February 4, 2014, from BARCLAYS BANK PLC, in its capacity as Administrative Agent (the "Agent") for the Lenders that are 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 October 18, 2012, among the Agent, the Grantor, Abe Investment Holdings, Inc. (as successor by merger to Griffey Intermediate, Inc., Getty Images, Inc. (as successor by merger to Griffey Finance Sub, LLC), Griffey Midco (DE), LLC, (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), or in the Security Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, in connection with the Credit Agreement, the Grantor, the Parent Borrowers and 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, a security interest (the "Security Interest") was granted by the Grantor to the Agent in the Grantor's Intellectual Property, including the Pledged Trademarks (as hereinafter defined); and

WHEREAS, such Security Interest was recorded in the Trademark Division of the United States Patent and Trademark Office on July 10, 2013, at Reel 5067, Frame 0170; and

WHEREAS, the Grantor has requested the Agent to terminate and release its Security Interest in the Released Trademarks (as hereinafter defined) in connection with the Disposition of the Released Trademarks, as set forth and certified in the Officer's Certificate, dated February 4, 2014, delivered to the Agent (the "Certificate"); and

WHEREAS, the Agent now desires to terminate and release its Security Interest in certain of the Released Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby agrees as follows:

1. Pledged Trademarks: The term “Pledged Trademarks,” as used herein, shall mean all of the Trademarks owned by the Grantor, all rights therein, all rights to sue at law or in equity for any past, present, or future infringement, misappropriation, violation, misuse or other impairment thereof, including the right to receive injunctive relief and all Proceeds and damages therefrom, and, to the extent not otherwise included, all Proceeds and products of, and all collateral security and guarantees given by any Person with respect to, such Trademarks.

2. Release of Security Interest: In reliance of the statements and certifications made by the Grantor pursuant to the Certificate, the Agent hereby, without representation or warranty of any kind, terminates, releases and discharges its Security Interest in the Pledged Trademarks listed on Schedule I hereto (the “Released Trademarks”), and any right, title or interest of the Agent in such Released Trademarks shall hereby cease and become void. This termination, release and discharge hereunder shall apply only to the Released Trademarks and to no other Pledged Trademarks, and the Agent maintains and retains its Security Interest in such other Pledged Trademarks.


3. Further Assurances: The Agent agrees to execute and deliver to the Grantor, at the Grantor’s reasonable request and at the Grantor’s sole cost and expense, all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of such Security Interest in the Released Trademarks.

* * *

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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.

BARCLAYS BANK PLC,
as Agent

By: 
Name: Noam Azachi
Title: Vice President

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

TRADEMARK
REEL: 005209 FRAME: 0836

SCHEDULE I

<u>Mark Name</u>	<u>Current Owner</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. number</u>	<u>Reg. Date</u>
CLIPART.COM and Design	Getty Images (US), Inc.	78/733,703	10/14/2005	3,192,312	1/2/2007
ANIMATION FACTORY	Getty Images (US), Inc.	78/800,392	1/26/2006	3,255,259	6/26/2007