

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM328674

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice and Confirmation of Grant of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Getty Images (U.S.), Inc.		11/14/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barclays Bank PLC		
<b>Street Address:</b>	745 Seventh Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	public limited company: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2894459	ICONICA	
<b>Registration Number:</b>	3641207	IMAGE GUARANTEE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129096836		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	212-909-6000		
<b>Email:</b>	trademarks@debevoise.com		
<b>Correspondent Name:</b>	Matthew Auten, Esq.		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	Debevoise & Plimpton LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	24458-1200		
<b>NAME OF SUBMITTER:</b>	Matthew Auten		
<b>SIGNATURE:</b>	/Matthew Auten/		
<b>DATE SIGNED:</b>	01/12/2015		
<b>Total Attachments: 5</b>			
source=Executed document_Trademarks Grant#page1.tif			
source=Executed document_Trademarks Grant#page2.tif			
source=Executed document_Trademarks Grant#page3.tif			

CH \$65.00 2894459

source=Executed document\_Trademarks Grant#page4.tif  
source=Executed document\_Trademarks Grant#page5.tif

**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 November 14, 2014, made by **Getty Images (US), Inc.**, a Delaware 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: Lizanne Vaughan

Title: Vice President

BARCLAYS BANK PLC,  
as Agent

By: \_\_\_\_\_

Name:

Title:

[SIGNATURE PAGE TO TRADEMARKS GRANT]

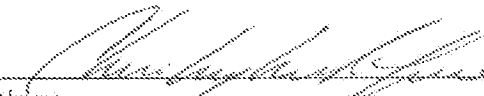
TRADEMARK  
REEL: 005438 FRAME: 0722

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:  
Title:

BARCLAYS BANK PLC,  
as Agent

By:   
Name: Christopher R. Lee  
Title: Assistant Vice President

{SIGNATURE PAGE TO TRADEMARKS GRANT}

**TRADEMARK**  
**REEL: 005438 FRAME: 0723**

SCHEDULE I

Trademark Registrations

<u>TRADEMARK</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ICONICA	76/505,308	4/9/2003	2,894,459	10/19/2004
IMAGE GUARANTEE	78/611,357	4/18/2005	3,641,207	6/16/2009